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TIAN YUAN HEALTHCARE

天 元 医 疗

CHINA TIAN YUAN HEALTHCARE GROUP LIMITED

中 國 天 元 醫 療 集 團 有 限 公 司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 557)

DISCLOSEABLE AND CONNECTED TRANSACTION CAPITAL INJECTIONS IN AND SHAREHOLDER LOAN OF A SUBSIDIARY; AND PAST NON-COMPLIANCE WITH THE LISTING RULES

CAPITAL INJECTIONS

On 21 July 2025 (after trading hours), Hengqin Hanyuemei (an indirect wholly owned subsidiary of the Company) and Shanghai Rifu (an indirect non-wholly owned subsidiary of the Company) entered into the Capital Injection Agreement with Shanghai Huaman, pursuant to which (i) Hengqin Hanyuemei shall inject capital of RMB15,515,216 (equivalent to approximately HK$16,911,585) in Shanghai Rifu by way of conversion of the Conversion Debt in the amount of RMB15,515,216 (equivalent to approximately HK$16,911,585) owing by Shanghai Rifu to Hengqin Hanyuemei into the Conversion Capital of RMB15,515,216 (equivalent to approximately HK$16,911,585); and (ii) Shanghai Huaman shall inject capital of RMB10,000,000 (equivalent to approximately HK$10,900,000) in Shanghai Rifu by way of cash contribution, with both Capital Injections made pro rata to the respective shareholdings of Hengqin Hanyuemei and Shanghai Huaman in Shanghai Rifu.

Upon completion of the Capital Injections, the registered capital of Shanghai Rifu will increase from RMB2,384,615 to RMB27,899,831, and the shareholdings of Hengqin Hanyuemei and Shanghai Huaman in Shanghai Rifu will remain unchanged at 60.8077% and 39.1923%, respectively.

SHAREHOLDER LOAN

On 21 July 2025 (after trading hours), Shanghai Rifu (an indirect non-wholly owned subsidiary of the Company) and Shanghai Huaman entered into the Shareholder Loan Agreement, pursuant to which Shanghai Huaman agreed to provide the Shareholder Loan in the principal amount of RMB3,000,000 (equivalent to approximately HK$3,270,000) to Shanghai Rifu for a term of 36 months.

ADVANCE PAYMENT

On 22 May 2025, Shanghai Huaman made the Advance Payment in the aggregate amount of RMB13,000,000 (equivalent to approximately HK$14,170,000) to Shanghai Rifu.

At the time of the Advance Payment, Shanghai Huaman and Shanghai Rifu were in the course of negotiating the principal terms of the Capital Injection Agreement and the Shareholder Loan Agreement.

Having considered the fact that the parties' intention to proceed with the Capital Injections and the Shareholder Loan remained unchanged and the signing of the Capital Injection Agreement and the Shareholder Loan Agreement would be imminent, the parties to the Capital Injection Agreement and the Shareholder Loan Agreement agreed that the Advance Payment shall remain with Shanghai Rifu and constitute settlement of the consideration payable by Shanghai Huaman in the amount of RMB10,000,000 (equivalent to approximately HK$10,900,000) under the Capital Injection Agreement and drawdown of the Shareholder Loan in the principal amount of RMB3,000,000 (equivalent to approximately HK$3,270,000) under the Shareholder Loan Agreement upon the signing thereof.

LISTING RULES IMPLICATIONS

The transactions contemplated under the Capital Injection Agreement and the Shareholder Loan Agreement (each including the Advance Payment) constitute a series of transactions made with Shanghai Huaman within a period of 12 months and shall be aggregated pursuant to Rules 14.22 and 14A.81 of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the Capital Injections (individually and as aggregated with the Shareholder Loan) are more than 5% but all are less than 25%, the Capital Injections (individually and as aggregated with the Shareholder Loan) constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As Shanghai Huaman is a substantial shareholder of Shanghai Rifu, a non-wholly owned subsidiary of the Company, Shanghai Huaman is a connected person of the Company at the subsidiary level, and the Capital Injections and the Shareholder Loan constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules. Meanwhile, since (i) the Board has approved the Capital Injections and the Shareholder Loan; (ii) the independent non-executive Directors have confirmed that the terms of the Capital Injection Agreement and the Shareholder Loan Agreement are fair and reasonable, on normal commercial terms or better, and in the interest of the Company and the Shareholders as a whole; and (iii) the Shareholder Loan is conducted on normal commercial terms or better and not secured by the assets of the Group pursuant to the terms of the Shareholder Loan Agreement, the Capital Injection by Shanghai Huaman (individually and as aggregated with the Shareholder Loan) is exempt from the circular, independent financial advice and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

PAST NON-COMPLIANCE WITH THE LISTING RULES AND REMEDIAL MEASURES

As one or more of the applicable percentage ratios in respect of the Advance Payment was more than 5% but all are less than 25% at the material time, the Advance Payment constituted a discloseable transaction of the Company and was subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As Shanghai Huaman is a connected person of the Company at the subsidiary level, the Advance Payment also constituted a connected transaction of the Company. However, since the (i) the Board has approved the Capital Injections and the Shareholder Loan; (ii) the independent non-executive Directors have confirmed that the terms of the Capital Injection Agreement and the Shareholder Loan Agreement are fair and reasonable, on normal commercial terms or better, and in the interest of the Company and the Shareholders as a whole; and (iii) the Shareholder Loan would be conducted on normal commercial terms or better and not be secured by the assets of the Group pursuant to the terms of the Shareholder Loan Agreement at the material time, it was exempt from the circular, independent financial advice and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Due to inadvertent oversight by the Company, the Advance Payment had not been announced by the Company in a timely manner in accordance with the relevant requirements of the Listing Rules which constituted a non-compliance of the relevant rules under Chapters 14 and 14A of the Listing Rules at the material time.

CAPITAL INJECTIONS

On 21 July 2025 (after trading hours), Hengqin Hanyuemei (an indirect wholly owned subsidiary of the Company) and Shanghai Rifu (an indirect non-wholly owned subsidiary of the Company) entered into the Capital Injection Agreement with Shanghai Huaman, pursuant to which (i) Hengqin Hanyuemei shall inject capital of RMB15,515,216 (equivalent to approximately HK$16,911,585) in Shanghai Rifu by way of conversion of the Conversion Debt in the amount of RMB15,515,216 (equivalent to approximately HK$16,911,585) owing by Shanghai Rifu to Hengqin Hanyuemei into the Conversion Capital of RMB15,515,216 (equivalent to approximately HK$16,911,585); and (ii) Shanghai Huaman shall inject capital of RMB10,000,000 (equivalent to approximately HK$10,900,000) in Shanghai Rifu by way of cash contribution, with both Capital Injections made pro rata to the respective shareholdings of Hengqin Hanyuemei and Shanghai Huaman in Shanghai Rifu.

Upon completion of the Capital Injections, the registered capital of Shanghai Rifu will increase from RMB2,384,615 to RMB27,899,831, and the shareholdings of Hengqin Hanyuemei and Shanghai Huaman in Shanghai Rifu will remain unchanged at 60.8077% and 39.1923%, respectively.

The principal terms of the Capital Injection Agreement are summarised as follows:

Date of agreement: 21 July 2025

Parties:
(1) Hengqin Hanyuemei;
(2) Shanghai Huaman; and
(3) Shanghai Rifu

Capital injections

Pursuant to the Capital Injection Agreement, (i) Hengqin Hanyuemei has conditionally agreed to inject capital of RMB15,515,216 (equivalent to approximately HK$16,911,585) in Shanghai Rifu by way of conversion of the Conversion Debt in the amount of RMB15,515,216 (equivalent to approximately HK$16,911,585) owing by Shanghai Rifu to Hengqin Hanyuemei into the Conversion Capital of RMB15,515,216 (equivalent to approximately HK$16,911,585); and (ii) Shanghai Huaman has conditionally agreed to inject capital of RMB10,000,000 (equivalent to approximately HK$10,900,000) in Shanghai Rifu by way of cash contribution, with both Capital Injections made pro rata to the respective shareholdings of Hengqin Hanyuemei and Shanghai Huaman in Shanghai Rifu.

Upon completion of the Capital Injections, the registered capital of Shanghai Rifu will increase from RMB2,384,615 to RMB27,899,831, and the shareholdings of Hengqin Hanyuemei and Shanghai Huaman in Shanghai Rifu will remain unchanged at 60.8077% and 39.1923%, respectively.

Conditions precedent

The Capital Injections are conditional upon the fulfilment of the following conditions:

(i) the representations and warranties made by Hengqin Hanyuemei, Shanghai Huaman and Shanghai Rifu under the Capital Injection Agreement are true and accurate as at the date of the Capital Injection Agreement;

(ii) all existing and applicable laws and regulations governing the Capital Injections and binding on the parties to the Capital Injection Agreement permit the carrying out of the transactions contemplated thereunder;

(iii) Hengqin Hanyuemei and the Company having completed all necessary internal approval procedures (including board of directors' approval and shareholders' approval, if required) in respect of the Capital Injection Agreement and the transactions contemplated thereunder, and having obtained all necessary consents or approvals from relevant governmental or regulatory authority or any other person (including approval or no-opinion confirmation from the Stock Exchange in respect of any announcement and/or circular to be issued by the Company in relation to the Capital Injection Agreement, if required);

(iv) Shanghai Huaman having completed all necessary internal approval procedures (including board of directors' approval and shareholders' approval, if required) in respect of the Capital Injection Agreement and the transactions contemplated thereunder, and having obtained all necessary consents or approvals from relevant governmental or regulatory authority or any other person; and

(v) Shanghai Rifu having duly and validly passed a shareholders' resolution approving the Capital Injections.

Consideration

The considerations payable by Hengqin Hanyuemei and Shanghai Huaman under the Capital Injections of RMB15,515,216 (equivalent to approximately HK$16,911,585) and RMB10,000,000 (equivalent to approximately HK$10,900,000), respectively, were determined after arm's length negotiation among the parties to the Capital Injection Agreement, taking into account (i) the amount of working capital required by Shanghai Rifu to maintain and strengthen its ordinary business operations and capabilities; (ii) the Conversion Debt owing by Shanghai Rifu to Hengqin Hanyuemei in the amount of RMB15,515,216 (equivalent to approximately HK$16,911,585); and (iii) the shareholdings of Hengqin Hanyuemei and Shanghai Huaman in Shanghai Rifu.

Completion

Upon settlement of the considerations of the Capital Injections, the parties to the Capital Injection Agreement shall procure or assist Shanghai Rifu in procuring (as applicable) the completion of the change of industrial and commercial registration of Shanghai Rifu in relation to the Capital Injections (the "**Change of Industrial and Commercial Registration**").

Completion of the Capital Injections shall take place upon completion of the Change of Industrial and Commercial Registration.

SHAREHOLDER LOAN

On 21 July 2025 (after trading hours), Shanghai Rifu (an indirect non-wholly owned subsidiary of the Company) and Shanghai Huaman entered into the Shareholder Loan Agreement, pursuant to which Shanghai Huaman agreed to provide the Shareholder Loan in the principal amount of RMB3,000,000 (equivalent to approximately HK$3,270,000) to Shanghai Rifu for a term of 36 months.

The principal terms of the Shareholder Loan Agreement are summarised as follows:

Date of agreement:	21 July 2025
Parties:	(1) Shanghai Huaman (as lender); and (2) Shanghai Rifu (as borrower)
Principal amount:	RMB3,000,000 (equivalent to approximately HK$3,270,000)
Interest rate:	Interest-free
Security:	None
Purpose:	As general working capital for Shanghai Rifu's ordinary course of business
Term:	A term of 36 months commencing from 22 May 2025 and ending on 21 May 2028
Repayment:	One-off repayment of the outstanding principal amount of the Shareholder Loan at the end of the term of the Shareholder Loan

ADVANCE PAYMENT

On 22 May 2025, Shanghai Huaman made the Advance Payment in the aggregate amount of RMB13,000,000 (equivalent to approximately HK$14,170,000) to Shanghai Rifu.

Details of the Advance Payment are summarised as follows:

Date of transfer:	22 May 2025
Parties:	(1) Shanghai Huaman (as payer); and (2) Shanghai Rifu (as payee)
Aggregate amount of the Advance Payments:	RMB13,000,000 (equivalent to approximately HK$14,170,000)

At the time of the Advance Payment, Shanghai Huaman and Shanghai Rifu were in the course of negotiating the principal terms of the Capital Injection Agreement and the Shareholder Loan Agreement. To the best knowledge, information and belief of the Directors, Shanghai Huaman had, at the material time, principally agreed to enter into the Capital Injection Agreement and the Shareholder Loan Agreement for the purpose of providing additional capital to Shanghai Rifu in the aggregate amount of RMB13,000,000 (equivalent to approximately HK$14,170,000), and due to inadvertent mistake, made the Advance Payment to Shanghai Rifu prior to the signing of the Capital Injection Agreement and the Shareholder Loan Agreement.

Having considered the fact that the parties' intention to proceed with the Capital Injections and the Shareholder Loan remained unchanged and the signing of the Capital Injection Agreement and the Shareholder Loan Agreement would be imminent, the parties to the Capital Injection Agreement and the Shareholder Loan Agreement agreed that the Advance Payment shall remain with Shanghai Rifu and constitute settlement of the consideration payable by Shanghai Huaman in the amount of RMB10,000,000 (equivalent to approximately HK$10,900,000) under the Capital Injection Agreement and drawdown of the Shareholder Loan in the principal amount of RMB3,000,000 (equivalent to approximately HK$3,270,000) under the Shareholder Loan Agreement upon the signing thereof.

INFORMATION OF THE PARTIES

The Company is an investment holding company. The Group is principally engaged in investment holding, the provision of hospitality-related services, securities and fund investment, money lending and related business and healthcare business.

Hengqin Hanyuemei is a company established in the PRC with limited liability and is principally engaged in investment holding and the provision of healthcare-related services in the PRC. As at the date of this announcement, Hengqin Hanyuemei is an indirect wholly owned subsidiary of the Company.

Shanghai Huaman is a company established in the PRC with limited liability and is principally engaged in the provision of medical aesthetics marketing services. As at the date of this announcement, to the best knowledge, information and belief of the Directors having made all reasonable enquiries, Shanghai Huaman is wholly owned by Qin Fulin*（秦夫林）, who is a PRC businessperson and an Independent Third Party, and is a substantial shareholder of Shanghai Rifu, an indirect non-wholly owned subsidiary of the Company, and therefore, a connected person of the Company at the subsidiary level.

Shanghai Rifu is a company established in the PRC with limited liability and is principally engaged in investment holding and the provision of healthcare-related services in the PRC. As at the date of this announcement, Shanghai Rifu is an indirect non-wholly owned subsidiary of the Company owned as to 60.8077% and 39.1923% by Hengqin Hanyuemei and Shanghai Huaman, respectively.

Set out below is the related financial information of Shanghai Rifu for the years ended 31 December 2023 and 2024 according to the management accounts of Shanghai Rifu:

	Year ended 31 December	
	2024	2023
	RMB	*RMB*
	(Unaudited)	(Unaudited)
Profit/(loss) before tax	**(411)**	(2,113)
Profit/(loss) after tax	**(411)**	(2,113)

As at 31 December 2024, the net assets of Shanghai Rifu was RMB9,981,000 (unaudited).

REASONS FOR AND BENEFITS OF THE CAPITAL INJECTIONS AND THE SHAREHOLDER LOAN

In view of the working capital requirements of Shanghai Rifu, the Capital Injections and the Shareholder Loan provide additional working capital to Shanghai Rifu for its ordinary business operations through a combination of equity and interest-free debt financing, which would in turn strengthen the development capabilities of Shanghai Rifu, as well as enhance the competitiveness of the Group's principal business in the provision of healthcare-related services in the PRC.

In addition, Shanghai Huaman's capital contribution under the Capital Injections and provision of the Shareholder Loan reinforces long-term strategic cooperation between the Group and Shanghai Huaman. Shanghai Huaman is a medical aesthetics marketing company based in Shanghai, with outreach across the East China region and an extensive network of beauty industry partners. As such, the Board believes that Shanghai Huaman offers strategic value to the Group by introducing potential partnerships with other medical aesthetic centres in the PRC to enhance customer acquisition. The Capital Injections and the Shareholder Loan represent increased shareholder commitment from strategic partner Shanghai Huaman, which may incentivise further support and provision of resources to the operations of Shanghai Rifu and the Group as a whole, and thereby generate growth momentum for the development thereof.

Taking into account the foregoing, the Directors (including the independent non-executive Directors) are of the view that the terms of the Capital Injections and the Shareholder Loan are fair and reasonable, on normal commercial terms or better, and in the interest of the Company and the Shareholders as a whole.

FINANCIAL EFFECTS OF THE CAPITAL INJECTIONS AND THE SHAREHOLDER LOAN

Upon completion of the Capital Injections, the registered capital of Shanghai Rifu will increase from RMB2,384,615 to RMB27,899,831, while Shanghai Rifu will continue to be owned as to 60.8077% and 39.1923% by Hengqin Hanyuemei and Shanghai Huaman, respectively. Accordingly, Shanghai Rifu will continue to be a subsidiary of the Company, and the financial results of Shanghai Rifu will continue to be consolidated in the accounts of the Group. It is expected that the Group will not record any significant gain or loss from the Capital Injections.

On the other hand, it is expected that the Group will not record any significant gain or loss or significant impact on its financial position from the provision of the Shareholder Loan by Shanghai Huaman to Shanghai Rifu.

Shanghai Rifu will use the proceeds from the Capital Injections and the Shareholder Loan as general working capital for its ordinary course of business.

LISTING RULES IMPLICATIONS

The transactions contemplated under the Capital Injection Agreement and the Shareholder Loan Agreement (each including the Advance Payment) constitute a series of transactions made with Shanghai Huaman within a period of 12 months and shall be aggregated pursuant to Rules 14.22 and 14A.81 of the Listing Rules.

As one or more of the applicable percentage ratios in respect of the Capital Injections (individually and as aggregated with the Shareholder Loan) are more than 5% but all are less than 25%, the Capital Injections (individually and as aggregated with the Shareholder Loan) constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As Shanghai Huaman is a substantial shareholder of Shanghai Rifu, a non-wholly owned subsidiary of the Company, Shanghai Huaman is a connected person of the Company at the subsidiary level, and the Capital Injections and the Shareholder Loan constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules. Meanwhile, since (i) the Board has approved the Capital Injections and the Shareholder Loan; (ii) the independent non-executive Directors have confirmed that the terms of the Capital Injection Agreement and the Shareholder Loan Agreement are fair and reasonable, on normal commercial terms or better, and in the interest of the Company and the Shareholders as a whole; and (iii) the Shareholder Loan is conducted on normal commercial terms or better and not secured by the assets of the Group pursuant to the terms of the Shareholder Loan Agreement, the Capital Injection by Shanghai Huaman (individually and as aggregated with the Shareholder Loan) is exempt from the circular, independent financial advice and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules (the "**Chapter 14A Exemption**").

None of the Directors has a material interest in the Capital Injections and the Shareholder Loan or is required to abstain from voting on the board resolution(s) approving the Capital Injections and the Shareholder Loan.

PAST NON-COMPLIANCE WITH THE LISTING RULES AND REMEDIAL MEASURES

As one or more of the applicable percentage ratios in respect of the Advance Payment was more than 5% but all are less than 25% at the material time, the Advance Payment constituted a discloseable transaction of the Company and was subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As Shanghai Huaman is a connected person of the Company at the subsidiary level, the Advance Payment also constituted a connected transaction of the Company. However, since the (i) the Board has approved the Capital Injections and the Shareholder Loan; (ii) the independent non-executive Directors have confirmed that the terms of the Capital Injection Agreement and the Shareholder Loan Agreement are fair and reasonable, on normal commercial terms or better, and in the interest of the Company and the Shareholders as a whole; and (iii) the Shareholder Loan would be conducted on normal commercial terms or better and not be secured by the assets of the Group pursuant to the terms of the Shareholder Loan Agreement at the material time, it was exempt from the circular, independent financial advice and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules. In addition, in any event, given the Chapter 14A Exemption, the Board will not submit the Advance Payment for approval by the independent Shareholders.

Due to inadvertent oversight, the Advance Payment had not been announced by the Company in a timely manner in accordance with the relevant requirements of the Listing Rules which constituted a non-compliance of the relevant rules under Chapters 14 and 14A of the Listing Rules at the material time.

The Company deeply regrets its non-compliance with the Listing Rules and would like to stress that such non-compliance was purely inadvertent and the Company had no intention of withholding any information relating to the Advance Payment from disclosure. Upon discovering the aforesaid non-compliance, the Company communicated with Shanghai Huaman and sought legal advice as soon as reasonably practicable for re-compliance with the Listing Rules.

In order to prevent the reoccurrence of the aforesaid non-compliance, the Company has adopted the following remedial measures:

(i) the Company shall enhance the training provided to Directors, senior management and relevant personnel of the Group to further emphasise the importance and enhance their understanding of compliance with the Listing Rules, in particular, Chapters 14 and 14A of the Listing Rules;

(ii) the Company shall improve its internal reporting process by requiring the business and finance departments at the subsidiary level to promptly report to the compliance department of the Company any proposed transaction or event which may constitute discloseable and/or connected transactions of the Company under Chapters 14 and 14A of the Listing Rules. In case of doubt, the same shall also be reported to the compliance department of the Company for further determination;

(iii) the Company shall strengthen communications with counterparties in respect of regulatory compliance during negotiations of discloseable and/or connected transactions by implementing appropriate internal control measures for such communications, in particular, measures that require relevant personnel of the Group to maintain close communications with counterparties and caution against actions that may give rise to reporting, disclosure and/or other compliance requirements under the Listing Rules, and set up clear action timeline that prevent inadvertent mistakes due to inadequate understanding of the requirements of the Listing Rules by counterparties; and

(iv) the Company shall maintain closer cooperation with its professional advisers in relation to regulatory compliance, as and where appropriate, when carrying out future transactions.

DEFINITIONS

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

"Advance Payment"	the advance payment in the aggregate amount of RMB13,000,000 (equivalent to approximately HK$14,170,000) made by Shanghai Huaman to Shanghai Rifu
"Board"	the board of Directors of the Company
"Capital Injection(s)"	the capital injection(s) into Shanghai Rifu by (i) Hengqin Hanyuemei in the amount of RMB15,515,216 (equivalent to approximately HK$16,911,585), representing the subscription of the enlarged registered capital of Shanghai Rifu in the amount of RMB15,515,216 (equivalent to approximately HK$16,911,585); and (ii) Shanghai Huaman in the amount of RMB10,000,000 (equivalent to approximately HK$10,900,000), representing the subscription of the enlarged registered capital of Shanghai Rifu in the amount of RMB10,000,000 (equivalent to approximately HK$10,900,000), pursuant to the Capital Injection Agreement
"Capital Injection Agreement"	the capital injection agreement dated 21 July 2025 entered into among Hengqin Hanyuemei, Shanghai Huaman and Shanghai Rifu in respect of the Capital Injections
"Company"	China Tian Yuan Healthcare Group 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: 557)
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Conversion Capital"	the registered capital of Shanghai Rifu in the amount of RMB15,515,216 (equivalent to approximately HK$16,911,585) to be subscribed by Hengqin Hanyuemei by way of conversion of the Conversion Debt pursuant to the Capital Injection Agreement

"Conversion Debt"	the debt in the outstanding amount of RMB15,515,216 (equivalent to approximately HK$16,911,585) owing by Shanghai Rifu to Hengqin Hanyuemei as at the date of this announcement, which shall be converted into Conversion Capital pursuant to the Capital Injection Agreement
"Director(s)"	the directors of the Company
"Group"	the Company and its subsidiaries
"Hengqin Hanyuemei"	Zhuhai Hengqin Hanyuemei Healthcare Technology Limited*（珠海橫琴韓悅美醫療技術有限公司), a company established in the PRC with limited liability and an indirect wholly owned subsidiary of the Company as at the date of this announcement
"HK$"	Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Third Party(ies)"	third party(ies) independent of and not connected with the Company and any of its connected persons
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"percentage ratio(s)"	has the meaning ascribed to it under the Listing Rules
"PRC"	the People's Republic of China, which for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"RMB"	Renminbi, the lawful currency of the PRC
"Shanghai Huaman"	Shanghai Huaman Optical Technology Limited*（上海花漫光學科技有限公司), a company established in the PRC with limited liability
"Shanghai Rifu"	Shanghai Rifu Industrial Limited*（上海日複實業有限公司), a company established in the PRC with limited liability and an indirect non-wholly owned subsidiary of the Company owned as to 60.8077% and 39.1923% by Hengqin Hanyuemei and Shanghai Huaman, respectively, as at the date of this announcement
"Share(s)"	ordinary share(s) of HK$1 each in the issued share capital of the Company
"Shareholder(s)"	holders of the Share(s)

"Shareholder Loan"	the loan in the principal amount of RMB3,000,000 (equivalent to approximately HK$3,270,000) which shall be provided by Shanghai Huaman to Shanghai Rifu pursuant to the Shareholder Loan Agreement
"Shareholder Loan Agreement"	the shareholder loan agreement dated 21 July 2025 entered into between Shanghai Huaman and Shanghai Rifu in respect of the provision of the Shareholder Loan by Shanghai Huaman to Shanghai Rifu
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary(ies)"	has the meaning ascribed to it under the Listing Rules
"%"	per cent

In this announcement, amounts quoted in RMB have been converted to HK$ using the exchange rate of RMB1:HK$1.09 for illustrative purpose. Such exchange rate has been used, where applicable, for illustration purpose only and does not constitute a representation that any amounts were or have been exchanged at this or any other rates or at all.

By order of the Board
China Tian Yuan Healthcare Group Limited
Dong Wei
Executive Director

Hong Kong, 21 July 2025

As at the date of this announcement, the Board is composed of five directors of which Ms. Dong Wei is the executive Director, Ms. He Mei is the non-executive Director and Mr. Yuen Kwok Kuen, Ms. Zhou Siqi and Mr. Li Jun are the independent non-executive Directors.

* *For identification purpose only*