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Haosen Fintech Group Limited
浩森金融科技集團有限公司
(incorporated in Cayman Islands with limited liability)
(Stock code: 3848)

DISCLOSEABLE TRANSACTION IN RESPECT OF PROVISION OF LOAN FACILITY

PROVISION OF LOAN FACILITY

On 17 December 2025, Haosen Credit, an indirect wholly-owned subsidiary of the Company, entered into the Loan Facility Agreement with the Borrower, pursuant to which the Lender has agreed to grant to the Borrower the Loan Facility in the amount of RMB33,300,000 (equivalent to approximately HK$36,787,709 as at the date of this announcement) with an interest rate of 9% per annum, which is available for a period of 15 months from the date of the Loan Facility Agreement.

IMPLICATIONS UNDER THE LISTING RULES

As one or more of the applicable percentage ratios (as calculated under Rule 14.07 of the Listing Rules) in respect of the grant of the Loan Facility are more than 5% but less than 25%, the transactions contemplated under the Loan Facility Agreement constitute a discloseable transaction of the Company and are subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

LOAN FACILITY AGREEMENT

The principal terms of the Loan Facility Agreement are set out below:

Date:	17 December 2025
Lender:	Haosen Credit
Borrower:	The Borrower
Loan Facility amount:	RMB33,300,000 (equivalent to approximately HK$36,787,709 as at the date of this announcement)
Interest rate:	Interest shall accrue at 9% per annum from the date of drawdown
Availability period:	The Loan Facility shall be available to the Borrower for a period of 15 months from the date of the Loan Facility Agreement
Maturity date:	16 March 2027
Repayment:	The Borrower shall pay interest accrued on the outstanding balance of the Loan Facility on a quarterly basis and shall repay the total outstanding balance of the Loan Facility together with any outstanding interest accrued thereon on the maturity date. The Borrower may make earlier repayment in whole or in part of the outstanding balance of the Loan Facility with the consent of the Lender. The Borrower may re-borrow any part of the Loan Facility which has been repaid during the availability period.

The loan drawn under the Loan Facility is funded by internal resources of the Group.

CREDIT RISK ASSESSMENT PROCEDURES

The Group has conducted credit risk assessment before the grant of the Loan Facility in accordance with its customary procedures in assessing the provision of loans. In particular, the Group has carried out the following measures:

(i) examining the background of the Borrower, including but not limited to his personal assets, liabilities and business operations;

(ii) reviewing the external credit reports and ratings of the Borrower;

(iii) conducting litigation and bankruptcy searches on the Borrower with no material irregularities noted.

After assessing the credit risks involved in the grant of the Loan Facility, the Board considered that such credit risks were manageable to the Group.

INFORMATION OF THE BORROWER

To the best of the knowledge, information and belief of the Directors and having made all reasonable enquiries, the Borrower is an Independent Third Party.

The Borrower is a businessman principally engaged in property investment business in Shenzhen, the PRC.

INFORMATION OF THE GROUP AND THE LENDER

The principal activities of the Group include (i) provision of financial leasing, factoring and financial advisory services in the PRC; (ii) provision of small loans and related loan services in the PRC; and (iii) supply chain business. The Lender is an indirect wholly-owned subsidiary of the Company incorporated in the PRC with limited liability and is licensed to provide small loans and related loan services in the PRC. The grant of the Loan Facility is carried out as part of the ordinary and usual course of business of the Lender and will bring in interest income to the Lender and the Group.

REASONS FOR AND BENEFITS OF ENTERING INTO THE LOAN FACILITY AGREEMENT

The terms of the Loan Facility Agreement (including the interest rate) are agreed after arm's length negotiations between the parties on normal commercial terms. The Directors consider that the terms of the Loan Facility Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole having considered the financial background of the Borrower and the interest income to be generated for the Group.

IMPLICATIONS UNDER THE LISTING RULES

As one or more of the applicable percentage ratios (as calculated under Rule 14.07 of the Listing Rules) in respect of the grant of the Loan Facility are more than 5% but less than 25%, the transactions contemplated under the Loan Facility Agreement constitute a discloseable transaction of the Company and are subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

"Board"	the board of directors of the Company
"Borrower"	Deng Jianhua* (鄧建華), a PRC resident and an Independent Third Party who is primarily engaged in property investment business in Shenzhen, the PRC
"Company"	Haosen Fintech Group Limited, a limited liability company incorporated in the Cayman Islands with its issued Shares listed on the Main Board of the Stock Exchange
"Director(s)"	the director(s) of the Company
"Group"	the Company and its subsidiaries
"Haosen Credit"	深圳市浩森小額貸款股份有限公司 (Shenzhen Haosen Credit Joint Stock (Limited) Company*), a company incorporated in the PRC on 26 May 2009 with limited liability and an indirect wholly-owned subsidiary of the Company
"HK$"	the Hong Kong dollar(s), the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Third Party"	any person or company who is not a connected person (as defined under the Listing Rules) of the Company, and is independent of and not connected with the Company and its connected persons
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange

"Loan Facility"	the loan facility in the amount of RMB33,300,000 (equivalent to approximately HK$36,787,709 as at the date of this announcement) granted by the Lender to the Borrower pursuant to the terms of the Loan Facility Agreement
"Loan Facility Agreement"	the loan facility agreement dated 17 December 2025 and entered into between Haosen Credit and the Borrower in relation to the grant of the Loan Facility
"PRC"	the People's Republic of China, and for the purpose of this announcement only, excluding Hong Kong, the Macao Special Administrative Region of the People's Republic of China and Taiwan
"RMB"	Renminbi, the lawful currency of the PRC
"Share(s)"	the ordinary share(s) with nominal value of HK$0.01 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

In this announcement, amounts quoted in RMB have been converted into HK$ at the rate of RMB1.00 to HK$1.10. Such exchange rate has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.

By order of the Board
Haosen Fintech Group Limited
Lo Wai Ho
Chairman and Executive Director

Hong Kong, 17 December 2025

As at the date of this announcement, the Board comprises Mr. Lo Wai Ho as executive Director; Mr. Wu Jiaqi and Ms. Wan Tingting as non-executive Directors; and Mr. Kam Wai Man, Ms. Chan Sze Wan, Stephenie and Mr. Lau Hong Yiu as independent non-executive Directors.

* *For identification purpose only*