

*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.*



**ORIENTAL PAYMENT GROUP HOLDINGS LIMITED**

**東方支付集團控股有限公司**

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

**(Stock Code: 8613)**

**SUPPLEMENTAL ANNOUNCEMENT  
IN RELATION TO  
THE ANNUAL REPORTS FOR EACH OF THE TWO YEARS  
ENDED 31 MARCH 2022  
AND  
DISCLOSEABLE TRANSACTION AND ADVANCE TO ENTITY  
IN RELATION TO THE LOAN AGREEMENTS  
AND  
DISCLOSEABLE AND CONNECTED TRANSACTION  
IN RELATION TO THE FOUR-PARTY AGREEMENT**

In addition to the information on the Group's trade and other receivables as set out in the 2021 and 2022 Annual Reports, the Company would like to provide further information to the Shareholders regarding (i) the Loan Transactions, which, when aggregated, constituted discloseable transaction under Chapter 19 of the GEM Listing Rules and advance to an entity under Chapter 17 of the GEM Listing Rules, and (ii) the arrangements contemplated under the Four-Party Agreement, which constituted discloseable transaction under Chapter 19 of the GEM Listing Rules and connected transaction under Chapter 20 of the GEM Listing Rules, on the part of the Company.

**DISCLOSEABLE TRANSACTION AND ADVANCE TO ENTITY IN RELATION TO THE LOAN AGREEMENTS**

On 2 August 2019, the Company as lender entered into Loan Agreement A with Borrower A as borrower, pursuant to which the Company agreed to provide a revolving loan facility in an aggregate principal amount of up to HK\$4,700,000 to Borrower A for a term of 3.4 years at the interest rate of 8% per annum.

On 25 November 2020, the Company as lender entered into Loan Agreement B with Borrower B as borrower, pursuant to which the Company agreed to provide a revolving loan facility in an aggregate principal amount of up to HK\$3,500,000 to Borrower B for a term of 0.5 year at the interest rate of 14% per annum.

On 11 February 2021, the Company as lender entered into Loan Agreement C with Borrower C as borrower, pursuant to which the Company agreed to provide a revolving loan facility in an aggregate principal amount of up to HK\$500,000 to Borrower C for a term of 0.5 year at the interest rate of 14% per annum.

### **DISCLOSEABLE AND CONNECTED TRANSACTION IN RELATION TO THE FOUR-PARTY AGREEMENT**

On 31 March 2021, the Company entered into the Four-Party Agreement with Ample Capital, China Smartpay and Yuanji Investments, pursuant to which (i) Ample Capital agreed to transfer, and Yuanji Investments agreed to accept, the right to collect the outstanding balances of HK\$5,000,000 from China Smartpay; and (ii) Ample Capital agreed to transfer, and Yuanji Investments agreed to accept, the obligations of payment of HK\$5,000,000 to the Company.

### **GEM LISTING RULES IMPLICATIONS**

#### **(i) The Loan Agreements**

As one or more applicable percentage ratios (as defined under Rule 19.07 of the GEM Listing Rules) in respect of Loan Transaction C, when aggregated with the total outstanding balance of loans (together with the interest imposed thereon) under Loan Transaction A and Loan Transaction B, exceeded 5% but all of them were less than 25%, Loan Transaction C, when aggregated with such outstanding balance of loans (together with the interest imposed thereon) under Loan Transaction A and Loan Transaction B, constituted a discloseable transaction of the Company, and was therefore subject to the notification and announcement requirements under Chapter 19 of the GEM Listing Rules.

In addition, as the amount of loan (together with the interest imposed thereon) under Loan Transaction C, when aggregated with the total outstanding balance of loans (together with the interest imposed thereon) under Loan Transaction A and Loan Transaction B, exceeded 8% under the assets ratio (as defined under Rule 19.07(1) of the GEM Listing Rules), the Loan Transactions constituted advance to an entity, and were subject to the general disclosure obligations under Rules 17.15 and 17.17 of the GEM Listing Rules.

#### **(ii) The Four-Party Agreement**

As one or more applicable percentage ratios (as defined under Rule 19.07 of the GEM Listing Rules) in respect of the arrangements under the Four-Party Agreement exceeded 5% but all of them were less than 25%, the arrangements under the Four-Party Agreement constituted discloseable transaction of the Company, and were therefore subject to the notification and announcement requirements under Chapter 19 of the GEM Listing Rules.

At the time of entering into of the Four-Party Agreement, China Smartpay, being a party to the Four-Party Agreement, was the then controlling shareholder of the Company. Accordingly, China Smartpay was a connected person of the Company and the arrangements contemplated under the Four-Party Agreement constituted connected transaction under Chapter 20 of the GEM Listing Rules, on the part of the Company. As all the applicable percentage ratios (other than the profits ratio) in respect of the arrangements under the Four-Party Agreement were less than 25% and the total consideration was less than HK\$10 million, the arrangements under the Four-Party Agreement were subject to the reporting and announcement requirements under Chapter 20 of the GEM Listing Rules, and were exempt from the circular, independent financial advice and independent shareholders' approval requirements pursuant to Rule 20.74 of the GEM Listing Rules.

Reference is made to the 2021 and 2022 Annual Reports.

In addition to the information on the Group's trade and other receivables as set out in the 2021 and 2022 Annual Reports, the Company would like to provide further information to the Shareholders regarding (i) the Loan Transactions, which, when aggregated, constituted discloseable transaction under Chapter 19 of the GEM Listing Rules and advance to an entity under Chapter 17 of the GEM Listing Rules, and (ii) the arrangements contemplated under the Four-Party Agreement, which constituted discloseable transaction under Chapter 19 of the GEM Listing Rules and connected transaction under Chapter 20 of the GEM Listing Rules, on the part of the Company.

## **DISCLOSEABLE TRANSACTION AND ADVANCE TO ENTITY IN RELATION TO THE LOAN AGREEMENTS**

### **I. Loan Agreement A**

On 2 August 2019, the Company as lender entered into Loan Agreement A with Borrower A as borrower, pursuant to which the Company agreed to provide a revolving loan facility in an aggregate principal amount of up to HK\$4,700,000 to Borrower A. Principal terms of Loan Agreement A are summarised below:

**Date:** 2 August 2019

**Parties:** (1) the Company; and  
(2) Borrower A

**Aggregate principal amount:** Up to HK\$4,700,000

**Interest:** Interest shall be chargeable semi-annually at the rate of 8% per annum.

- Term:** 3.4 years from the date on which relevant loan proceeds were transferred to the designated account of Borrower A to 31 December 2022
- Drawdown:** One-off or multiple drawdown(s)
- Prepayment:** Borrower A may borrow and repay Loan A at any time during its term (where any principal amount of Loan A can be withdrawn again upon restoration of the credit limit after repayment), provided that the outstanding balance of Loan A at any time during its term shall not exceed HK\$4,700,000.
- Upon service of not less than 3 business days' prior written notice to Borrower A, the Company shall be entitled to request Borrower A for early repayment of all or any outstanding amount of principal and interest of Loan A prior to the expiry of the term of Loan A.
- Repayment:** Borrower A shall repay all the outstanding principal amount of Loan A, together with its interest accrued thereon, to the Company on the next day following the expiry of the term of Loan A.
- Default Interest:** In the event that any outstanding amount of Loan A (together with its interest accrued thereon) is overdue, Borrower A shall pay to the Company a default interest at the rate of 24% per annum during such overdue period.
- Security:** Loan A is unsecured.
- Purpose:** The proceeds of Loan A shall be used by Borrower A mainly for exploring electronic payment business in Cambodia.

Loan A is financed by the net proceeds from the Listing.

As at the date of this announcement, the outstanding principal amount of Loan A amounts to HK\$4,700,000.

## II. Loan Agreement B

On 25 November 2020, the Company as lender entered into Loan Agreement B with Borrower B as borrower, pursuant to which the Company agreed to provide a revolving loan facility in an aggregate principal amount of up to HK\$3,500,000 to Borrower B. Principal terms of Loan Agreement B are summarised below:

**Date:** 25 November 2020

**Parties:** (1) the Company; and  
(2) Borrower B

**Aggregate principal amount:** Up to HK\$3,500,000

**Interest:** Interest shall be chargeable semi-annually at the rate of 14% per annum.

**Term:** 0.5 year commencing from the date on which relevant loan proceeds were transferred to the designated account of Borrower B

**Drawdown:** One-off or multiple drawdown(s)

**Prepayment:** Borrower B may borrow and repay Loan B at any time during its term (where any principal amount of Loan B can be withdrawn again upon restoration of the credit limit after repayment), provided that the outstanding balance of Loan B at any time during its term shall not exceed HK\$3,500,000.

Upon service of not less than 3 business days' prior written notice to Borrower B, the Company shall be entitled to request Borrower B for early repayment of all or any outstanding amount of principal and interest of Loan B prior to the expiry of the term of Loan B.

**Repayment:** Borrower B shall repay all the outstanding principal amount of Loan B, together with its interest accrued thereon, to the Company on the next day following the expiry of the term of Loan B.

**Default Interest:** In the event that any outstanding amount of Loan B (together with its interest accrued thereon) is overdue, Borrower B shall pay to the Company a default interest at the interest rate of 24% per annum during such overdue period.

**Security:** Loan B is unsecured.

**Purpose:** The proceeds of Loan B shall be used by Borrower B mainly for its funding needs.

Loan B is financed by the Group's borrowing at the interest rate of 12% per annum.

As at the date of this announcement, all the outstanding principal amount of Loan B, together with its interest accrued thereon, has been repaid by Borrower B to the Company.

### III. Loan Agreement C

On 11 February 2021, the Company as lender entered into Loan Agreement C with Borrower C as borrower, pursuant to which the Company agreed to provide a revolving loan facility in an aggregate principal amount of up to HK\$500,000 to Borrower C. Principal terms of Loan Agreement C are summarised below:

**Date:** 11 February 2021

**Parties:** (1) the Company; and

(2) Borrower C

**Aggregate principal amount:** Up to HK\$500,000

**Interest:** Interest shall be chargeable at the rate of 14% per annum.

**Term:** 0.5 year from the date on which relevant loan proceeds were transferred to the designated account of Borrower C

**Drawdown:** One-off or multiple drawdown(s)

**Prepayment:** Borrower C may borrow and repay Loan C at any time during its term (where any principal amount of Loan C can be withdrawn again upon restoration of the credit limit after repayment), provided that the outstanding balance of Loan C at any time during its term shall not exceed HK\$500,000.

Upon service of not less than 3 business days' prior written notice to Borrower C, the Company shall be entitled to request Borrower C for early repayment of all or any outstanding amount of principal and interest of Loan C prior to the expiry of the term of Loan C.

**Repayment:** Borrower C shall repay all the outstanding principal amount of Loan C, together with its interest accrued thereon, to the Company on the next day following the expiry of the term of Loan C.

**Default Interest:** In the event that any outstanding amount of Loan C (together with its interest accrued thereon) is overdue, Borrower C shall pay to the Company a default interest at the rate of 24% per annum during such overdue period.

**Security:** Loan C is unsecured.

**Purpose:** The proceeds of Loan C shall be used by Borrower C mainly for her funding needs.

Loan C is financed by the Group's borrowing at the interest rate of 12% per annum.

As at the date of this announcement, all the outstanding principal amount of Loan C, together with its interest accrued thereon, has been repaid by Borrower C to the Company.

## **DISCLOSEABLE AND CONNECTED TRANSACTION IN RELATION TO THE FOUR-PARTY AGREEMENT**

### **Background**

As disclosed in the Prospectus, starting from 1 April 2017, it was agreed between the Group and China Smartpay that 90% and 10% of listing expenses in relation to the Listing were borne by China Smartpay and the Group, respectively (the "**Agreed Payment Proportion**"). It was further disclosed in the Prospectus that the then portion of such Listing expenses borne and to be borne by China Smartpay during the two financial years ended 31 March 2018 and 2019 was recognised, and would be recognised, as Listing expenses of the Group for the respective years and capital contributions from China Smartpay as equity in the Group's consolidated statement of financial position.

Upon Listing, Ample Capital had deducted from the gross proceeds from the Listing its relevant professional fees in full. Before such settlement by China Smartpay, Ample Capital would retain the full amount of its professional fees unless otherwise agreed among Ample Capital, the Company and China Smartpay. In light of the foregoing circumstances, the Company recognised other receivables from Ample Capital with an amount of HK\$5,000,000 (the "**Relevant Receivables**") in the Group's accounts for the relevant financial year(s). Despite requests and demands made by the Group to recover the Relevant Receivables, Ample Capital had not settled the Relevant Receivables. As at 31 March 2021, the outstanding amount of the Relevant Receivables amounted to HK\$5,000,000.

## Four-Party Agreement

On 31 March 2021, the Company entered into the Four-Party Agreement with Ample Capital, China Smartpay and Yuanji Investments, pursuant to which (i) Ample Capital agreed to transfer, and Yuanji Investments agreed to accept, the right to collect the outstanding balances of HK\$5,000,000 from China Smartpay; and (ii) Ample Capital agreed to transfer, and Yuanji Investments agreed to accept, the obligations of payment of HK\$5,000,000 to the Company.

Principal terms of the Four-Party Agreement are summarised below:

- Date:** 31 March 2021
- Parties:**
- (a) the Company;
  - (b) Ample Capital;
  - (c) China Smartpay; and
  - (d) Yuanji Investments
- Terms and conditions of transfer:**
- (i) Ample Capital agreed to transfer, and Yuanji Investments agreed to accept, the right to collect the outstanding balances of HK\$5,000,000 from China Smartpay; and
  - (ii) Ample Capital agreed to transfer, and Yuanji Investments agreed to accept, the obligations of payment of HK\$5,000,000 to the Company.
- Costs and expenses:** Each party shall be responsible for the costs and expenses incurred by itself with respect to the preparation, negotiation, execution and performance of the Four-Party Agreement.
- Governing law:** The Four-Party Agreement shall be construed and governed in all respects by the laws of Hong Kong.

In contemplation of the aforesaid arrangements under the Four-Party Agreement, Yuanji Investments had paid a total amount of HK\$2.01 million to the Company in May and June 2022 for partial settlement of the Relevant Receivables. As at the date of this announcement, the outstanding balance of the Relevant Receivables owing by Yuanji Investments to the Company had been reduced to HK\$2.99 million.



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

The Company is an investment holding company. The Company and its subsidiaries are principally engaged in merchant acquiring business in Thailand.

## **INFORMATION ON BORROWER A, BORROWER B AND BORROWER C**

Borrower A is a company incorporated in Hong Kong with limited liability and is principally engaged in electronic payment business. As at the date of this announcement, Borrower A is owned by (i) Borrower C as to approximately 66.48%; (ii) Long Feng as to approximately 28.49%; and (iii) the Company as to approximately 5.03%.

Borrower B is a company incorporated in the BVI with limited liability and is principally engaged in investment holding. As at the date of this announcement, Borrower B is wholly owned by Borrower C.

Borrower C is a Hong Kong resident and a merchant.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, each of Borrower A, Borrower B and Borrower C and/or their respective ultimate beneficial owner(s) (as the case may be) is an Independent Third Party.

## **INFORMATION ON CHINA SMARTPAY, AMPLE CAPITAL AND YUANJI INVESTMENTS**

China Smartpay and its subsidiaries are principally engaged in operating prepaid cards and internet payment business and prestige benefits business in the PRC. China Smartpay was, at the time of entering into of the Four-Party Agreement, the then controlling shareholder of the Company holding a total of 325,000,000 ordinary Shares.

Ample Capital is a licensed corporation currently carrying out business in, among others, Type 6 (advising on corporate finance) regulated activity under the SFO. Ample Capital was the then sponsor to the Listing and the then compliance adviser to the Company after Listing. To the best knowledge and information of the Directors, as at the date of this announcement, Ample Capital is wholly owned by Strong Ample Limited, a company incorporated in the BVI with limited liability.

Yuanji Investments is a company incorporated in the BVI with limited liability and is principally engaged in investment holding. As at the date of this announcement, Yuanji Investments is wholly owned by Ms. Yuan, who is a PRC resident and a merchant.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, each of Ample Capital, Yuanji Investments and their respective ultimate beneficial owner(s) is an Independent Third Party.

## **REASONS FOR ENTERING INTO OF (i) THE LOAN AGREEMENTS AND (ii) THE FOUR-PARTY AGREEMENT**

### **(i) The Loan Agreements**

Taking into account that (i) the terms of the Loan Agreements were negotiated between the Company and the Borrowers on an arm's length basis and were on normal commercial terms; (ii) after having conducted relevant credit assessments on the Borrowers, it was believed that all of them had the then financial strength and ability to repay the respective Loans; (iii) all the lending rates of advances made under the relevant Loans exceeded the respective interest rates of the relevant Group's borrowings from other third parties; and (iv) the short-term interest income would be received by, and hence a better return would be yielded to, the Group rather than idling the Group's cash resources, the Directors considered that the terms of the Loan Agreements (including but not limited to the respective interest rates of the Loans) and the transactions contemplated thereunder were fair and reasonable and in the interest of the Company and the Shareholders as a whole.

### **(ii) The Four-Party Agreement**

The Four-Party Agreement was entered into at the request of Ample Capital. Taking into account that (i) the terms of the Four-Party Agreement were negotiated among the Company, China Smartpay, Ample Capital and Yuanji Investments on an arm's length basis; (ii) after having conducted credit assessment on Yuanji Investments, it was believed that Yuanji Investments had the then financial ability to settle the Relevant Receivables; and (iii) Yuanji Investments had repaid a total amount of HK2.01 million to the Company in May and June 2022 for the partial settlement of the Relevant Receivables, which demonstrated a positive likelihood to recover the Relevant Receivables, the Directors (including the independent non-executive Directors) considered that the terms of the Four-Party Agreement and the transactions contemplated thereunder were fair and reasonable and on normal commercial terms, although not in the ordinary course of business of the Group, were in the interest of the Company and the Shareholders as a whole.

## **GEM LISTING RULES IMPLICATIONS**

### **(i) The Loan Agreements**

As one or more applicable percentage ratios (as defined under Rule 19.07 of the GEM Listing Rules) in respect of Loan Transaction C, when aggregated with the total outstanding balance of loans (together with the interest imposed thereon) under Loan Transaction A and Loan Transaction B, exceeded 5% but all of them were less than 25%, Loan Transaction C, when aggregated with such outstanding balance of loans (together with the interest imposed thereon) under Loan Transaction A and Loan Transaction B, constituted a discloseable transaction of the Company, and was therefore subject to the notification and announcement requirements under Chapter 19 of the GEM Listing Rules.

In addition, as the amount of loan (together with the interest imposed thereon) under Loan Transaction C, when aggregated with the total outstanding balance of loans (together with the interest imposed thereon) under Loan Transaction A and Loan Transaction B, exceeded 8% under the assets ratio (as defined under Rule 19.07(1) of the GEM Listing Rules), the Loan Transactions constituted advance to an entity, and were subject to the general disclosure obligations under Rules 17.15 and 17.17 of the GEM Listing Rules.

In fact, the Company would like to stress that having not aggregated Loan Transaction B and Loan Transaction C with Loan Transaction A as if all of them were one transaction when computing the size tests was unintentional since both the date of entering into of the relevant loan agreement for Loan Transaction A and the date of drawdown of the loan under Loan Transaction A took place more than twelve months from the dates of drawdown of the loans under Loan Transaction B and Loan Transaction C.

**(ii) The Four-Party Agreement**

As one or more applicable percentage ratios (as defined under Rule 19.07 of the GEM Listing Rules) in respect of the arrangements under the Four-Party Agreement exceeded 5% but all of them were less than 25%, the arrangements under the Four-Party Agreement constituted discloseable transaction of the Company, and were therefore subject to the notification and announcement requirements under Chapter 19 of the GEM Listing Rules.

At the time of entering into of the Four-Party Agreement, China Smartpay, being a party to the Four-Party Agreement, was the then controlling shareholder of the Company. Accordingly, China Smartpay was a connected person of the Company and the arrangements contemplated under the Four-Party Agreement constituted a connected transaction under Chapter 20 of the GEM Listing Rules, on the part of the Company. As all the applicable percentage ratios (other than the profits ratio) in respect of the transactions under the Four-Party Agreement were less than 25% and the total consideration was less than HK\$10 million, the arrangements under the Four-Party Agreement were subject to the reporting and announcement requirements under Chapter 20 of the GEM Listing Rules, and were exempt from the circular, independent financial advice and independent shareholders' approval requirements pursuant to Rule 20.74 of the GEM Listing Rules.

In fact, the Company would like to stress that having not regarded the arrangements under the Four-Party Agreement as a transaction under the GEM Listing Rules was unintentional since it was a genuine belief held by the then Board at the material time that the arrangements under the Four-Party Agreement were not financial assistance provided to China Smartpay by the Company.

## **ACTIONS AND MEASURES TO BE TAKEN**

### **(i) The Loan Agreements**

The following actions and measures will be taken by the Company to prevent any re-occurrence of the incident arising from the Loan Transactions in the future:

- (a) the Company will closely examine and monitor the latest status of all loans provided to third parties from time to time (including but not limited to keeping track of the outstanding balance of any loan advanced) so as to ascertain whether such loan(s), on a standalone or aggregated basis, will constitute notifiable transaction of the Company under Chapter 19 of the GEM Listing Rules or advance to an entity under Chapter 17 of the GEM Listing Rules;
- (b) on an ongoing basis, the Company will work more closely with its compliance officer and joint company secretaries on compliance issues and shall, as and when appropriate and necessary, seek advice from external legal or other professional advisers on whether this will trigger any disclosure or compliance requirements under the GEM Listing Rules before providing loan to an entity or entering into any potential notifiable transaction; and
- (c) the Company will consult the Stock Exchange before entering into any proposed transaction(s) in accordance with Rule 19.23B of the GEM Listing Rules whether the transactions should be aggregated, in case of any doubt.

### **(ii) The Four-Party Agreement**

The following actions and measures will be taken by the Company to prevent any re-occurrence of incident arising from the arrangements under the Four-Party Agreement in the future:

- (a) on an ongoing basis, the Company will work more closely with its compliance officer and joint company secretaries on compliance issues and shall, as and when appropriate and necessary, seek advice from external legal or other professional advisers on whether a proposed transaction will trigger any disclosure or other compliance requirement under the GEM Listing Rules before entering into such proposed transaction; and
- (b) the Company will consult the Stock Exchange before entering into any proposed transaction(s) at an early stage in accordance with the GEM Listing Rules, in case of any doubt as to the application of the requirements in Chapter 19 and Chapter 20 of the GEM Listing Rules.

## DEFINITIONS

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

“2021 and 2022 Annual Reports”	the annual reports of the Company for each of the two years ended 31 March 2022
“Ample Capital”	Ample Capital Limited, a licensed corporation currently carrying out business in, among others, Type 6 (advising on corporate finance) regulated activity under the SFO
“Board”	board of Directors
“Borrower A”	O2O Solutions Limited (商貿通有限公司)
“Borrower B”	Flare New Holding Limited
“Borrower C”	Pan Jianli (潘建麗)
“Borrowers”	collectively, Borrower A, Borrower B and Borrower C
“BVI”	British Virgin Islands
“China Smartpay”	China Smartpay Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on GEM (stock code: 8325)
“Company”	Oriental Payment Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose Shares are listed on GEM (stock code: 8613)
“connected person(s)”	has the meaning ascribed to it under the GEM Listing Rules
“controlling shareholder(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Director(s)”	director(s) of the Company
“Four-Party Agreement”	the four-party agreement for transfer of balance dated 31 March 2021 entered into among the Company, China Smartpay, Ample Capital and Yuanji Investments
“GEM”	GEM of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM

“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 PRC
“Independent Third Party(ies)”	person(s) or entity(ies) who is/are third party(ies) independent of and not connected with the Company and its connected persons
“Listing”	listing of the Shares on GEM, which took place on 16 October 2018
“Loan A”	a revolving loan facility of up to HK\$4,700,000 provided by the Company to Borrower A in accordance with the terms of Loan Agreement A
“Loan B”	a revolving loan facility of up to HK\$3,500,000 provided by the Company to Borrower B in accordance with the terms of Loan Agreement B
“Loan C”	a revolving loan facility of up to HK\$500,000 provided by the Company to Borrower C in accordance with the terms of Loan Agreement C
“Loan(s)”	collectively, Loan A, Loan B and Loan C
“Loan Agreement A”	the loan agreement dated 2 August 2019 entered into between the Company and Borrower A in respect of Loan A
“Loan Agreement B”	the loan agreement dated 25 November 2020 entered into between the Company and Borrower B in respect of Loan B
“Loan Agreement C”	the loan agreement dated 11 February 2021 entered into between the Company and Borrower C in respect of Loan C
“Loan Agreements”	collectively, Loan Agreement A, Loan Agreement B and Loan Agreement C
“Loan Transaction A”	transactions contemplated under Loan Agreement A
“Loan Transaction B”	transactions contemplated under Loan Agreement B
“Loan Transaction C”	transactions contemplated under Loan Agreement C
“Loan Transactions”	collectively, Loan Transaction A, Loan Transaction B and Loan Transaction C

“Ms. Yuan”	Yuan Yuan (袁媛)
“PRC”	the People’s Republic of China which shall, for the purpose of this announcement, exclude Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Prospectus”	prospectus of the Company dated 27 September 2018 in relation to the Listing
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) 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
“Yuanji Investments”	Yuanji Investments Limited, a company incorporated in the BVI with limited liability
“%”	per cent.

By Order of the Board  
**Oriental Payment Group Holdings Limited**  
**Mr. Tsang Chi Kit**  
*Executive Director*

Hong Kong, 13 October 2022

*As at the date of this announcement, the Board comprises Dr. Ng Kit Chong and Mr. Tsang Chi Kit as executive Directors, Mr. Shiu Shu Ming as non-executive Director and Mr. Chung, Wai Chuen Alfred and Mr. Ng Ka Po as independent non-executive Directors.*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

*This announcement will remain on the “Latest Listed Company Information” page of the Stock Exchange’s website at [www.hkexnews.hk](http://www.hkexnews.hk) for at least 7 days from the date of its publication and on the website of the Company at [www.ocg.com.hk](http://www.ocg.com.hk).*