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EXTRAWELL PHARMACEUTICAL HOLDINGS LIMITED

精優藥業控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 00858)

MAJOR TRANSACTION EXTENSION OF LOAN AGREEMENT AND PROVISION OF FINANCIAL ASSISTANCE

EXTENSION OF THE FIRST SHAREHOLDERS' LOAN AGREEMENT

Reference is made to the announcement of the Company dated 8 March 2022 regarding the First Shareholders' Loan Agreement and the Second Shareholders' Loan Agreement for the granting of the First Loan and Second Loan to the Borrower. The Borrower is owned by the Lenders as to 49% by the Group and 51% by Innovative Group.

Pursuant to the First Shareholders' Loan Agreement, the Lenders granted the First Loan to the Borrower for a term of 60 months commencing from the respective drawdown dates of the First Drawdown, the Second Drawdown and the Third Drawdown. The Parties on 30 July 2024 (after the trading hours of the Stock Exchange) entered into the First Loan Extension Agreement pursuant to which the Lenders conditionally agreed to extend the repayment dates of the First Loan for a period of 36 months. Save for the First Loan Extension, all other terms and conditions of the First Shareholders' Loan Agreement remain unchanged and continue in full force and effect.

THE THIRD SHAREHOLDERS' LOAN AGREEMENT

On 30 July 2024 (after the trading hours of the Stock Exchange), the Lenders and the Borrower entered into the Third Shareholders' Loan Agreement pursuant to which the Lenders conditionally agreed to grant the Facility to the Borrower for a term of 60 months commencing from the drawdown date. The Facility will be contributed by the Lenders in proportion to their respective shareholdings to the Borrower and the Group will contribute 49% amounting up to HK\$9.8 million in the Facility.

LISTING RULES IMPLICATIONS

As the Shareholders' Loan Agreements were entered into by the Group with the same Parties which are still valid and not yet expired, the entering into the First Loan Extension Agreement and the Third Shareholders' Loan Agreement require aggregation with the Shareholders' Loan Agreements pursuant to Rule 14.22 of the Listing Rules. As one of the applicable percentage ratios as defined under the Listing Rules (after the Company using its gross profits when calculating the profits ratio in computing the size tests) in respect of the aggregation of the execution of Shareholders' Loan Agreements is more than 25%, the entering into of the First Loan Extension Agreement and the Third Shareholders' Loan Agreement constitutes a major transaction of the Company and is subject to the reporting, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

SGM

A SGM will be convened and held for the Shareholders to consider and, if thought fit, approve the First Loan Extension Agreement and the Third Shareholders' Loan Agreement and the transactions contemplated thereunder.

GENERAL

A circular containing, among others, (i) details of the First Loan Extension Agreement and the Third Shareholders' Loan Agreement and the transactions contemplated thereunder; (ii) other information required under the Listing Rules; and (iii) notice of the SGM will be despatched to the Shareholders on or before 13 September 2024 in order for the Company to have sufficient time to prepare and finalize the information to be included in the circular and for bulk print process.

BACKGROUND

Reference is made to the announcement of the Company dated 8 March 2022 regarding the First Shareholders' Loan Agreement and the Second Shareholders' Loan Agreement for the granting of the First Loan and Second Loan to the Borrower. The Borrower is owned by the Lenders as to 49% by the Group and 51% by Innovative Group.

On 27 July 2018, the First Shareholders' Loan Agreement was entered into between the Lenders and the Borrower pursuant to which the Lenders granted the First Loan to the Borrower for a term of 60 months commencing from the drawdown date, the First Loan was drawn down by the Borrower through the First Drawdown, the Second Drawdown and the Third Drawdown and the due dates for the repayment of the First Drawdown, the Second Drawdown and the Third Drawdown to the Group are on 23 September 2023, 7 August 2024 and 14 August 2024 respectively.

The First Loan was contributed by the Lenders in proportion to their respective shareholdings to the Borrower. The Group has contributed 49% amounting HK\$14,700,000 in the First Loan. As at the date of this announcement, the First Loan and the accrued interest thereon remains outstanding.

On 8 March 2022, the Parties entered into the Second Shareholders' Loan Agreement pursuant to which the Lenders granted the Second Loan to the Borrower for a term of 60 months commencing from the drawdown date, the Second Loan was drawn down by the Borrower through the Fourth Drawdown, the Fifth Drawdown and the Sixth Drawdown and the due dates for the repayment of the Fourth Drawdown, the Fifth Drawdown and the Sixth Drawdown to the Group will be on 16 June 2027, 5 January 2028 and 12 March 2028 respectively.

The Second Loan was contributed by the Lenders in proportion to their respective shareholdings to the Borrower and the Group has contributed 49% amounting HK\$5,880,000 in the Second Loan. As at the date of this announcement, the Second Loan and the accrued interest thereon remains outstanding.

THE FIRST LOAN EXTENSION AGREEMENT

The Parties on 30 July 2024 (after the trading hours of the Stock Exchange) entered into the First Loan Extension Agreement pursuant to which the Lenders conditionally agreed to extend the repayment dates of the First Loan for a period of 36 months, hence, if the Extension Conditions have been fulfilled, the respective due dates for the repayment of the First Drawdown, the Second Drawdown and the Third Drawdown to the Group will be on 23 September 2026, 7 August 2027 and 14 August 2027 (collectively, the "**First Loan Extended Due Dates**"). Save for the First Loan Extension, all other terms and conditions of the First Shareholders' Loan Agreement remain unchanged and continue in full force and effect.

Conditions to The First Loan Extension

The First Loan Extension shall be conditional upon and subject to the following conditions (the "**Extension Conditions**"):

- (a) the approval having been obtained from the Stock Exchange in respect of the First Loan Extension Agreement and the transactions contemplated thereunder;
- (b) all necessary consents and approvals required to be obtained on the part of the Lenders in respect of the First Loan Extension Agreement and the transactions contemplated thereunder having been obtained and remained in full force and effect; and
- (c) the passing of the necessary resolution(s) by the Shareholders to approve the First Loan Extension Agreement and the transactions contemplated thereunder.

The First Loan Extension shall take effect on the next Business Day when all the Extension Conditions are fulfilled. None of the Extension Conditions can be waived. If the Extension Conditions have not been fulfilled on or before 15 October 2024 (or such other date as the Lenders may agree) (the "**Termination Date**"), the First Loan Extension Agreement shall automatically lapse and be of no

further effect, the Lenders shall be released from all obligations under the First Loan Extension Agreement and the Borrower shall immediately repay to the Lenders all the outstanding principal amount of the First Loan together with the unpaid interest accrued thereon. It is also stipulated in the First Loan Extension Agreement that the Lenders agreed to grant to the Borrower a waiver that not to take any steps to enforce or make demand for the repayment of the outstanding principal amount (or the accrued interest thereon) of the First Loan during the period from the date of the First Loan Extension Agreement to the Termination Date.

THE THIRD SHAREHOLDERS' LOAN AGREEMENT

On 30 July 2024 (after the trading hours of the Stock Exchange), the Lenders and the Borrower entered into the Third Shareholders' Loan Agreement pursuant to which the Lenders conditionally agreed to grant a Facility of up to HK\$20 million to the Borrower for a term of 60 months commencing from the drawdown date at the interest rate of 5% per annum. The Facility will be contributed by the Lenders in proportion to their respective shareholdings to the Borrower and the Group will contribute 49% amounting up to HK\$9.8 million in the Facility which will be funded by the internal resources of the Group.

Conditions to the Third Shareholders' Loan Agreement

The drawdown of the Facility shall be conditional upon and subject to the following conditions (the "**Third Loan Conditions**"):

- (a) the approval having been obtained from the Stock Exchange in respect of the Third Shareholders' Loan Agreement and the transactions contemplated thereunder;
- (b) all necessary consents and approvals required to be obtained on the part of the Lenders in respect of the Third Shareholders' Loan Agreement and the transactions contemplated thereunder having been obtained and remained in full force and effect; and
- (c) the passing of the necessary resolution(s) by the Shareholders to approve the Third Shareholders' Loan Agreement and the transactions contemplated thereunder.

The Third Shareholders' Loan Agreement shall take effect on the next Business Day when all the Third Loan Conditions are fulfilled (the "**Effective Date**") and the drawdown(s) of the Facility can be made within twenty-four (24) months after the Effective Date. None of the Third Loan Conditions can be waived. If the Third Loan Conditions have not been fulfilled on or before 15 October 2024 (or such other date as the Lenders may agree) (the "**Long Stop Date**"), the Third Shareholders' Loan Agreement shall automatically lapse and be of no further effect on and after the Long Stop Date and the Lenders shall be released from all obligations under the Third Shareholders' Loan Agreement.

Principal Terms of the First Shareholders' Loan Agreement, Second Shareholders' Loan Agreement, the First Loan Extension Agreement and the Third Shareholders' Loan Agreement

Set out below are the brief summary on the terms of First Shareholders' Loan Agreement, Second Shareholders' Loan Agreement, the First Loan Extension Agreement and the Third Shareholders' Loan Agreement:

	First Shareholders' Loan Agreement	Second Shareholders' Loan Agreement	First Loan Extension Agreement	Third Shareholders' Loan Agreement																														
Date	27 July 2018	8 March 2022	30 July 2024	30 July 2024																														
Lenders	(i) Extrawell (49%) (ii) Clear Rich (51%)	(i) Extrawell (49%) (ii) Clear Rich (51%)	(i) Extrawell (49%) (ii) Clear Rich (51%)	(i) Extrawell (49%) (ii) Clear Rich (51%)																														
Borrower	The Borrower	The Borrower	The Borrower	The Borrower																														
Principal amount of loan facilities	HK\$30,000,000	HK\$12,000,000	N/A	HK\$20,000,000																														
Drawdown	<table border="1"> <thead> <tr> <th>First Drawdown (Drawdown Date)</th> <th>Second Drawdown (Drawdown Date)</th> <th>Third Drawdown (Drawdown Date)</th> <th>Fourth Drawdown (Drawdown Date)</th> <th>Fifth Drawdown (Drawdown Date)</th> <th>Sixth Drawdown (Drawdown Date)</th> </tr> </thead> <tbody> <tr> <td>Extrawell (24 September 2018)</td> <td>HK\$4,900,000 (8 August 2019)</td> <td>HK\$7,350,000 (15 August 2019)</td> <td>HK\$2,450,000 (17 June 2022)</td> <td>HK\$2,205,000 (6 January 2023)</td> <td>HK\$1,225,000 (13 March 2023)</td> </tr> <tr> <td>Clear Rich (24 September 2018)</td> <td>HK\$2,550,000 (8 August 2019)</td> <td>HK\$7,650,000 (13 August 2019)</td> <td>HK\$2,550,000 (16 June 2022)</td> <td>HK\$2,295,000 (28 December 2022)</td> <td>HK\$1,275,000 (13 March 2023)</td> </tr> </tbody> </table>	First Drawdown (Drawdown Date)	Second Drawdown (Drawdown Date)	Third Drawdown (Drawdown Date)	Fourth Drawdown (Drawdown Date)	Fifth Drawdown (Drawdown Date)	Sixth Drawdown (Drawdown Date)	Extrawell (24 September 2018)	HK\$4,900,000 (8 August 2019)	HK\$7,350,000 (15 August 2019)	HK\$2,450,000 (17 June 2022)	HK\$2,205,000 (6 January 2023)	HK\$1,225,000 (13 March 2023)	Clear Rich (24 September 2018)	HK\$2,550,000 (8 August 2019)	HK\$7,650,000 (13 August 2019)	HK\$2,550,000 (16 June 2022)	HK\$2,295,000 (28 December 2022)	HK\$1,275,000 (13 March 2023)	<table border="1"> <thead> <tr> <th>Lenders</th> <th>Drawdown (Date)</th> </tr> </thead> <tbody> <tr> <td>Extrawell</td> <td>N/A</td> </tr> <tr> <td>Clear Rich</td> <td>N/A</td> </tr> </tbody> </table>	Lenders	Drawdown (Date)	Extrawell	N/A	Clear Rich	N/A	<table border="1"> <thead> <tr> <th>Lenders</th> <th>Drawdown (Date)</th> </tr> </thead> <tbody> <tr> <td>Extrawell</td> <td>HK\$2,205,000 (6 January 2023)</td> </tr> <tr> <td>Clear Rich</td> <td>HK\$2,295,000 (28 December 2022)</td> </tr> </tbody> </table>	Lenders	Drawdown (Date)	Extrawell	HK\$2,205,000 (6 January 2023)	Clear Rich	HK\$2,295,000 (28 December 2022)	N/A
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Interest	5% per annum	5% per annum	5% per annum	5% per annum																														
Security	No Security	No Security	No Security	No Security																														
Repayment term	The Borrower shall repay the outstanding principal amount of each drawdown in full together with the accrued and unpaid interest in one lump sum on the respective due dates	The Borrower shall repay the outstanding principal amount of each drawdown in full together with the accrued and unpaid interest in one lump sum on the respective due dates	The Borrower shall repay the outstanding principal amount of each drawdown in full together with the accrued and unpaid interest in one lump sum on the First Loan Extended Due Dates	The Borrower shall repay the outstanding principal amount of each drawdown in full together with the accrued and unpaid interest in one lump sum on the due dates																														
Due Dates	The dates falling on 60 months after the date of each drawdown	The dates falling on 60 months after the date of each drawdown	The dates falling on 36 months after the respective due dates of the First Drawdown, the Second Drawdown and the Third Drawdown (collectively, the "First Loan Extended Due Dates")	The date falling on 60 months after the date of each drawdown																														
Purpose of the loan	For financing the Borrower's general working capital, including the operating expenses of Smart Ascent Group and research related to the Product	For financing the Borrower's general working capital, including the operating expenses of Smart Ascent Group and research related to the Product	N/A	For financing the Borrower's general working capital, including the operating expenses of Smart Ascent Group and research development expenses related to the Product																														
Funding of the loan facilities	The Group's contribution on the First Loan was financed by the internal resources of the Group	The Group's contribution on the Second Loan was financed by the internal resources of the Group	N/A	The Group's contribution on the Facility will be financed by the internal resources of the Group																														

Basis of Interest Rate

The fixed annual interest rate of 5% under the First Loan Extension Agreement and the Third Shareholders' Loan Agreement was negotiated on an arm's length basis among the Parties based on (1) the fact that the interest rate under the First Shareholders' Loan Agreement and the Second Shareholders' Loan Agreement was by 5%; (2) the prevailing market interest rate and practices; (3) the average interest rate of the Company's returns from placing time deposits; and (4) the Company's assessment on the business conditions of the Borrower as further described under the section headed "Reasons for and Benefits of the First Loan Extension and the entering into the Third Shareholders' Loan Agreement" below.

INFORMATION OF THE COMPANY AND THE GROUP

The Company is an investment holding company and the Group is principally engaged in the development, manufacture and sales of pharmaceutical products in the PRC, the marketing and distribution of pharmaceutical products to customers in the PRC, and the business of commercial exploitation and development of genome-related technology.

INFORMATION OF INNOVATIVE AND THE BORROWER

Innovative is an investment holding company and Innovative Group is principally engaged in the trading of beauty products and equipment, and research, development and commercialisation of the Product.

The Borrower is a company incorporated in Hong Kong with limited liability and the entire issued share capital of which is owned as to 51% by Innovative Group and 49% by the Group. Smart Ascent Group is principally involved in the development of the Product which is still at its clinical trial stage.

Set out below are the audited financial information of Smart Ascent Group for the years ended 31 March 2024 and 2023.

	Year ended 31 March	
	2024	2023
	<i>HK\$'000</i>	<i>HK\$'000</i>
Revenue	—	—
Net loss (before and after taxation)	7,079	12,979

The net assets of Smart Ascent Group attributable to the shareholders of the Borrower as at 31 March 2024 and 2023 were approximately HK\$71,273,000 and HK\$75,916,000 respectively.

REASONS FOR AND BENEFITS OF THE FIRST LOAN EXTENSION AND THE ENTERING INTO THE THIRD SHAREHOLDERS' LOAN AGREEMENT

The Group is the 49% shareholder of the Borrower and Smart Ascent Group's major asset is the intangible asset in relation to an in-process research and development project involving the Product. The Group and Innovative Group had made contribution to the First Loan and Second Loan in proportion to their respective shareholdings in the Borrower, for the purpose of financing the working capital of the Smart Ascent Group.

The unexpected outbreak of pandemic over the past years, including the regional and citywide lockdown in many parts of the PRC that restricted patient flows and impacted on clinical research activities, and thus delayed the step of commercialisation of the Product. As at the date of this announcement, the Product is still at its clinical trial stage.

As one of the shareholders of the Borrower, the Group has made injection of money by way of provisions of shareholders' loan (the First Loan and the Second Loan) for the purpose of financing the working capital of the Smart Ascent Group, including its operating expenses and research and development expenses related to the Product for the ongoing clinical trial for the Product. The Borrower's business is also considered as one of the Group's businesses and investments. As the Product is still at its clinical trial stage, Smart Ascent Group requires additional working capital to facilitate its operations.

The Board is of the view that the First Loan Extension and the grant of the Facility would not only enhance the financial resources of Smart Ascent Group but also facilitate the progress of the clinical trial and further development of the Product. The Group is optimistic to the market potential on the Product in the PRC, and the Group is optimistic to the result of the Product that would bring profits and economic benefits to the Borrower and thus the Group, as one of its shareholders, would enjoy and share the profit from the commercialisation of the Product.

The terms of the First Loan Extension Agreement and the Third Shareholders' Loan Agreement were negotiated on an arm's length basis among the parties to the agreements. The Directors have taken into account the respective amounts and the interest rates of the First Loan Extension and the grant of the Facility, the working capital requirements of Smart Ascent Group, the prevailing prime lending rate charged on loans provided by commercial banks in Hong Kong, the available financial resources of the Group and the Group's position being a shareholder to the Borrower. The Directors have considered that the First Loan Extension and the grant of the Facility would not affect the business operations of the Group having taken into account the Group's cash position, the cash flows and working capital requirements of its business operations for the coming three years. Meanwhile, the Borrower, being an associate of the Group, the Company managed to make enquiries and obtain its financial information, and any plans on future development. The Company will continue to monitor the relevant information and continuously assess the Borrower's financial status, future development and the Company's exposure to credit risk. Finally, save for the continuing operation of the existing business of the Group,

the Group currently does not plan to acquire or invest in other material investment, and taking into account the Group's financial position, the Board is of the view that the business operation of the Group will not be adversely affected by the First Loan Extension and the grant of the Facility.

In view of the above, the Directors consider that the terms of the First Loan Extension Agreement and the Third Shareholders' Loan Agreement are on normal commercial term, are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

LISTING RULE IMPLICATIONS

As the Shareholders' Loan Agreements were entered into by the Group with the same Parties which are still valid and not yet expired, the entering into the First Loan Extension Agreement and the Third Shareholders' Loan Agreement require aggregation with the Shareholders' Loan Agreements pursuant to Rule 14.22 of the Listing Rules. As one of the applicable percentage ratios as defined under the Listing Rules (after the Company using its gross profits when calculating the profits ratio in computing the size tests) in respect of the aggregation of the execution of Shareholders' Loan Agreements is more than 25%, the entering into of the First Loan Extension Agreement and the Third Shareholders' Loan Agreement constitutes a major transaction of the Company and is subject to the reporting, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, as at the date of this announcement, (i) each of the Borrower and Innovative Group does not hold any Share of the Company; (ii) each of Mr. Cheng Yong and Dr. Lou Yi, both being the executive Directors, holds less than 1% of the issued shares of Innovative; (iii) Dr. Xie Yi, the chairman and executive Director, is holding approximately 3.64% of the issued shares of Innovative; and (iv) Dr. Mao Yumin, being a director of certain subsidiaries of the Company and a substantial shareholder of Innovative, is holding approximately 28.43% of the issued shares of Innovative and holding approximately 7.94% of the Shares of the Company. Save for the Company is a 49% shareholder of the Borrower and as disclosed above, the Borrower, Innovative and its ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined in the Listing Rules).

SGM

A SGM will be convened and held for the Shareholders to consider and, if thought fit, approve the First Loan Extension Agreement and the Third Shareholders' Loan Agreement and the transactions contemplated thereunder.

GENERAL

A circular containing, among others, (i) details of the First Loan Extension Agreement and the Third Shareholders' Loan Agreement and the transactions contemplated thereunder; (ii) other information required under the Listing Rules; and (iii) notice of the SGM will be despatched to the Shareholders on or before 13 September 2024 in order for the Company to have sufficient time to prepare and finalize the information to be included in the circular and for bulk print process.

WARNING NOTICE

Shareholders and potential investors should note that the First Loan Extension Agreement and Third Shareholders' Loan Agreement are conditional upon fulfillment of their respective conditions. The transactions contemplated under the First Loan Extension Agreement and Third Shareholders' Loan Agreement may or may not be materialized. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

DEFINITIONS

“Board”	the board of Directors
“Borrower”	Smart Ascent Limited, a company incorporated in Hong Kong with limited liability, the entire issued share capital of which is owned as to 51% by Innovative Group and 49% by the Group
“Business Day”	A day on which banks in Hong Kong are generally open for business (excluding Saturdays, Sundays and other general holidays in Hong Kong)
“Clear Rich”	Clear Rich International Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly owned subsidiary of Innovative
“Company”	Extrawell Pharmaceutical Holdings Limited, a company incorporated in Bermuda with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 858)
“Director(s)”	the director(s) of the Company
“Extension Conditions”	conditions precedent to the completion of First Loan Extension Agreement
“Extrawell”	Extrawell (BVI) Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly owned subsidiary of the Company
“Facility”	a loan facility of up to a principal amount of HK\$20,000,000 to be made available by the Lenders to the Borrower under the Third Shareholders' Loan Agreement
“First Drawdown”	the drawdown of a loan in the principal amount of HK\$10,000,000 made by the Borrower under the First Shareholders' Loan Agreement
“First Loan”	a loan in the aggregate principal amount of HK\$30,000,000 for a term of 60 months provided by the Lenders to the Borrower under the First Shareholders' Loan Agreement

“First Loan Extension”	the extension of the repayment dates of the First Loan for a period of 36 months under the First Shareholders’ Loan Agreement
“First Loan Extension Agreement”	the supplemental agreement dated 30 July 2024 entered into between the Lenders and the Borrower for the First Loan Extension
“First Shareholders’ Loan Agreement”	the shareholders’ loan agreement dated 27 July 2018 entered into between the Lenders and the Borrower relating to the granting of the First Loan
“Fifth Drawdown”	the drawdown of a loan in the principal amount of HK\$4,500,000 made by the Borrower under the Second Shareholders’ Loan Agreement
“Fourth Drawdown”	the drawdown of a loan in the principal amount of HK\$5,000,000 made by the Borrower under the Second Shareholders’ Loan Agreement
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Innovative”	Innovative Pharmaceutical Biotech Limited, a limited liability company incorporated in the Cayman Islands and continued in Bermuda with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 399)
“Innovative Group”	Innovative and its subsidiaries
“Lenders”	collectively, Extrawell and Clear Rich
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange
“Parties”	collectively, the Lenders and the Borrower
“PRC”	the People’s Republic of China
“Product”	an oral insulin product
“Second Drawdown”	the drawdown of a loan in the principal amount of HK\$5,000,000 made by the Borrower under the First Shareholders’ Loan Agreement
“Second Loan”	a loan in the aggregate principal amount of HK\$12,000,000 for a term of 60 months provided by the Lenders to the Borrower under the Second Shareholders’ Loan Agreement
“Second Shareholders’ Loan Agreement”	the shareholders’ loan agreement dated 8 March 2022 entered into between the Lenders and the Borrower relating to the granting of the Second Loan

“SGM”	the special general meeting of the Company to be convened for the purpose of approving and ratifying the First Loan Extension Agreement and the Third Shareholders’ Loan Agreement
“Shares”	the shares of the Company
“Shareholder(s)”	the holder(s) of the Shares
“Shareholders’ Loan Agreements”	collectively, the First Shareholders’ Loan Agreement and the Second Shareholders’ Loan Agreement
“Smart Ascent Group”	the Borrower and its subsidiaries
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Sixth Drawdown”	the drawdown of a loan in the principal amount of HK\$2,500,000 made by the Borrower under the Second Shareholders’ Loan Agreement
“Third Loan Conditions”	conditions precedent to the drawdown of the Facility pursuant to the Third Shareholders’ Loan Agreement
“Third Drawdown”	the drawdown of a loan in the principal amount of HK\$15,000,000 made by the Borrower under the First Shareholders’ Loan Agreement
“Third Shareholders’ Loan Agreement”	the shareholders’ loan agreement dated 30 July 2024 entered into between the Lenders and the Borrower relating to the granting of the Facility
“%”	per cent.

By order of the Board
Extrawell Pharmaceutical Holdings Limited
Xie Yi
Chairman

Hong Kong, 30 July 2024

As at the date of this announcement, the executive directors are Dr. Xie Yi, Mr. Cheng Yong, Dr. Lou Yi, Ms. Wong Sau Kuen and Dr. Guo Yi, and the independent non-executive directors are Mr. Fang Lin Hu, Ms. Jin Song and Dr. Zeng Li.

* *For identification purpose only*