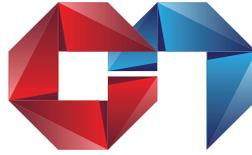


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GLOBAL MASTERMIND

環球大通

**Global Mastermind Holdings Limited**

**環球大通集團有限公司\***

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

**(Stock Code: 8063)**

## **DISCLOSEABLE TRANSACTION PROVISION OF FINANCIAL ASSISTANCE**

### **PROVISION OF FINANCIAL ASSISTANCE**

The Board announces that, on 17 May 2022 (after trading hours of the Stock Exchange), the Loan Agreement was entered into between Global Mastermind Financial Services as lender and Customer J as borrower. Pursuant to the Loan Agreement, Global Mastermind Financial Services has conditionally agreed to grant the Facilities of up to a principal amount of HK\$17 million to Customer J for a term of 24 months commencing from the date on which the Loan Agreement becoming unconditional.

The principal terms and conditions of the Loan Agreement are set out in the section headed “The Loan Agreement” in this announcement.

The Directors consider that the granting of the Facilities is fair and reasonable and in the interest of the Company and its shareholders as a whole.

### **GEM LISTING RULES IMPLICATIONS**

As one of the relevant applicable percentage ratios (calculated in accordance with the GEM Listing Rules) in respect of the granting of the Facilities are more than 5% but all are less than 25%, the granting of the Facilities constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is only subject to the announcement requirement of the GEM Listing Rules.

\* For identification purposes only

## **PROVISION OF FINANCIAL ASSISTANCE**

The Board announces that, on 17 May 2022 (after trading hours of the Stock Exchange), the Loan Agreement was entered into between Global Mastermind Financial Services as lender and Customer J as borrower. Pursuant to the Loan Agreement, Global Mastermind Financial Services has conditionally agreed to grant the Facilities of up to a principal amount of HK\$17 million to Customer J for a term of 24 months commencing from the date on which the Loan Agreement becoming unconditional.

### **The Loan Agreement**

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

Date	:	17 May 2022
Lender	:	Global Mastermind Financial Services, a licensed money lender in Hong Kong
Borrower	:	Customer J
Principal amount of the Facilities	:	Up to HK\$17 million at any time during the availability period
Interest rate	:	Hong Kong Prime Rate (as quoted by the Hongkong and Shanghai Banking Corporation Limited) plus 4% per annum, payable annually
Default interest rate	:	Hong Kong Prime Rate (as quoted by the Hongkong and Shanghai Banking Corporation Limited) plus 4% per annum on overdue sums, including outstanding principal amount of the Loan, interest and other amounts payable under the Loan Agreement, from the due date until payment in full.

Security : (i) A share charge in respect of 11,999 issued and fully paid ordinary shares of Customer J (the “**Share Charge**”), which was executed by the Share Chargor in favour of Global Mastermind Financial Services as a security for all the obligations of Customer J under the Loan Agreement; and

(ii) A corporate guarantee duly and properly executed by the Guarantor in favour of Global Mastermind Financial Services as a security for all the obligations of Customer J under the Loan Agreement.

Availability period : 24 months from the date on which the Loan Agreement becoming unconditional.

If (i) Customer J has not made the first drawing of the Facilities for 90 days (or such other number of days as Customer J and Global Mastermind Financial Services may agree in writing) after the commencement of the availability period; or (ii) Customer J has not made a drawing for 15 days (or such other number of days as Customer J and Global Mastermind Financial Services may agree in writing) after Customer J has repaid all the principal amount of the Loan, the interest accrued thereon and all other outstanding amounts under the Loan Agreement to Global Mastermind Financial Services, the Facilities shall automatically be cancelled and no longer be available for drawing.

Final repayment date : The date falling 24 months after the date on which the Loan Agreement becoming unconditional.

Repayment : Customer J shall repay the outstanding principal amount of the Loan in full together with any accrued and unpaid interest in one lump sum on the final repayment date.

- Prepayment : Customer J may prepay to Global Mastermind Financial Services the whole or any part of the outstanding principal amount of the Loan before the final repayment date provided that (i) Customer J shall have given to Global Mastermind Financial Services prior written notice specifying the amount to be prepaid and the date on which the prepayment is to be made, and (ii) Customer J shall, on the date of prepayment, pay to Global Mastermind Financial Services all accrued interest or the amount prepaid.
- Re-borrowing and drawing : Any amounts prepaid by Customer J before the final repayment date shall be available for re-borrowing and drawing provided that the aggregate outstanding principal amount of the Loan shall not exceed HK\$17 million.
- Conditions precedent : The Loan Agreement is conditional upon the fulfilment of the following conditions:
- (a) the publication of an announcement of the Company in relation to the Loan Agreement and the transactions contemplated thereunder in compliance with Chapter 19 of the GEM Listing Rules;
  - (b) Global Mastermind Financial Services having received the Guarantee duly and properly executed by the Guarantor, in a form to the satisfaction of Global Mastermind Financial Services, in favour of Global Mastermind Financial Services as a security for all the obligations of Customer J under the Loan Agreement and all ancillary documents thereto;
  - (c) Global Mastermind Financial Services having received the Share Charge duly executed by the Share Chargor, in a form to the satisfaction of Global Mastermind Financial Services, in favour of Global Mastermind Financial Services as a security for all the obligations of Customer J under the Loan Agreement and all ancillary documents thereto;

- (d) all representations and warranties made by Customer J in the Loan Agreement or in connection therewith being true and correct with the same effect as though made on and as of the date of drawdown with reference to the facts and circumstances then subsisting;
- (e) no event of default having occurred and no potential event of default having occurred (or being likely to occur as a result of the Loan being made); and
- (f) Global Mastermind Financial Services having received and found satisfactory such additional information and documents relating to the Guarantor, the Share Chargor and/or Customer J of the Loan Agreement as Global Mastermind Financial Services may reasonably require.

Long stop date : 31 May 2022 (or such later date as Global Mastermind Financial Services and Customer J may agree in writing).

### **Funding of the Facilities**

The Facilities will be financed by internal resources of the Company.

### **Information on Customer J, the Share Chargor and the Guarantor**

Customer J is a company incorporated in Hong Kong and principally engaged in the trading and retail sale of ginseng and dried seafood products.

The Share Chargor is a company incorporated in the British Virgin Islands and its principal activity is investment holding. The Share Chargor is interested in 11,999 out of the entire 12,000 issued and fully paid ordinary shares of Customer J.

The Guarantor is a company incorporated in the Cayman Islands with limited liability and the issued shares of which are listed on the Main Board of the Stock Exchange under stock code: 348. The Guarantor is an investment holding company and its subsidiaries are principally engaged in sales of Chinese health products, money lending business and investment in financial instruments. The Guarantor is the ultimate holding company of Customer J and the Share Chargor.

As at the date of this announcement, given that

- (a) Mr. Cheung Kwok Wai, Elton, the Chairman of the Board and an executive Director, is the vice-chairman of the board of directors and an executive director of the Guarantor; and
- (b) Mr. Lai Hok Lim, an independent non-executive Director, is an independent non-executive director of the Guarantor.

Mr. Cheung Kwok Wai, Elton and Mr. Lai Hok Lim have abstained from voting at the Board's meeting approving the Loan Agreement and the transactions contemplated thereunder.

To the best of the knowledge, information and belief of the Directors having made all reasonable enquires, Customer J, the Guarantor and the Share Chargor are third parties independent of the Company and its connected persons (as defined under the GEM Listing Rules).

### **Information on the Group and Global Mastermind Financial Services**

The Company is an investment holding company and its subsidiaries are principally engaged in the provision and operation of travel business, treasury management business, money lending business and provision of securities, asset management and finance advisory services.

Global Mastermind Financial Services is a licensed money lender in Hong Kong under the Money Lenders Ordinance. Global Mastermind Financial Services conducts money lending business in Hong Kong through the provision of secured and unsecured loans to customers.

### **Reasons for and benefits of the granting of the Facilities under the Loan Agreement**

As money lending is one of the principal activities of the Group, the granting of the Facilities is in the ordinary and usual course of business of the Group.

The terms of the Loan Agreement are negotiated on an arm's length basis between Global Mastermind Financial Services and Customer J. The Directors are of the view that the terms of the Loan Agreement are on normal commercial terms. Given that a stable interest income is generated from the Loan during the term of the Loan Agreement, the Guarantee duly executed by the Guarantor and the Share Charge duly executed by the Share Chargor, the Directors (excluding Mr. Cheung Kwok Wai, Elton and Mr. Lai Hok Lim who have abstained from voting at the Board's meeting approving the Loan Agreement and the transactions contemplated thereunder) consider that the granting of the Facilities under the Loan Agreement is fair and reasonable and in the interests of the Company and its shareholders as a whole.

## **GEM LISTING RULES IMPLICATIONS**

As one of the relevant applicable percentage ratios (calculated in accordance with the GEM Listing Rules) in respect of the granting of the Facilities are more than 5% but less than 25%, the granting of the Facilities constitutes a discloseable transaction of the Company under Chapter 19 of the GEM Listing Rules and is only subject to the announcement requirement of the GEM Listing Rules.

## **DEFINITIONS**

In this announcement, the following words and expressions shall, unless the context otherwise requires, have the same meanings when used herein:

“Board”	the board of Directors
“Company”	Global Mastermind Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the issued shares of which are listed on GEM (stock code: 8063)
“Customer J”	Nam Pei Hong Sum Yung Drugs Company Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Guarantor
“Director(s)”	the director(s) of the Company
“Facilities”	the Loan to be made available by Global Mastermind Financial Services to Customer J under the Loan Agreement
“GEM”	the GEM of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Global Mastermind Financial Services”	Global Mastermind Financial Services Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
“Group”	the Company and its subsidiaries

“Guarantee”	a corporate guarantee duly and properly executed by the Guarantor in favour of Global Mastermind Financial Services as a security for all the obligations of Customer J under the Loan Agreement
“Guarantor”	China Healthwise Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the issued shares of which are listed on the Main Board of the Stock Exchange (stock code: 348)
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Loan”	the principal amount of up to HK\$17 million to be advanced by Global Mastermind Financial Services subject to and upon the terms and conditions of the Loan Agreement or any part thereof and for the time being outstanding
“Loan Agreement”	the conditional loan agreement dated 17 May 2022 entered into between Global Mastermind Financial Services as lender and Customer J as borrower relating to the granting of the Facilities
“Money Lenders Ordinance”	the Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
“Share Chargor”	NPH Holdings Limited, a company incorporated in the British Virgin Islands with limited liability
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

By Order of the Board  
**Global Mastermind Holdings Limited**  
**Chu Man Ting**  
*Company Secretary*

Hong Kong, 17 May 2022

*As at the date of this announcement, Board comprises Mr. Cheung Kwok Wai, Elton, Mr. Mung Kin Keung and Mr. Mung Bun Man, Alan as executive Directors; and Mr. Law Kwok Ho, Kenward, Mr. Fung Wai Ching and Mr. Lai Hok Lim 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 GEM website at [www.hkgem.com](http://www.hkgem.com) on the “Latest Listed Company Information” page for at least seven days from the date of its posting and on the Company’s website at <http://www.globalmholdings.com>.*