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**Sino Vision Worldwide Holdings Limited**  
**新維國際控股有限公司**

*(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)*  
**(Stock Code: 8086)**

**DISCLOSEABLE TRANSACTION**

**THE AGREEMENT**

The Board is pleased to announce that on 14 June 2019 (after trading hours), the Company (as purchaser) and the Vendor entered into the Agreement pursuant to which the Company conditionally agreed to acquire, and the Vendor conditionally agreed to sell, the Sale Shares at the Consideration of HK\$60,000,000 (subject to downward adjustment), of which HK\$50,000,000 shall be satisfied by cash and the balance of HK\$10,000,000 shall be satisfied by the issue of the Promissory Note. Upon Completion, the Target Group will become indirect non-wholly owned subsidiaries of the Company and accordingly, the financial results of the Target Group will be consolidated into the financial statements of the Group.

**GEM LISTING RULES IMPLICATION**

As the applicable percentage ratios (as defined under the GEM Listing Rules) in relation to the Acquisition are more than 5% but less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 19 of the GEM Listing Rules but does not require Shareholders' approval.

**As Completion is subject to the fulfillment of a number of Conditions, the Acquisition may or may not be completed. Shareholders and potential investors should exercise caution when dealing in the Shares.**

The Board is pleased to announce that on 14 June 2019 (after trading hours), the Company and the Vendor entered into the Agreement pursuant to which the Company conditionally agreed to acquire, and the Vendor conditionally agreed to sell, the Sale Shares at the Consideration of HK\$60,000,000 which shall be settled by a combination of cash and the Promissory Note.

The principal terms of the Agreement are set out below:

## **THE AGREEMENT**

Date: 14 June 2019 (after trading hours)

Parties: (i) the Company (as purchaser); and  
(ii) the Vendor.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the Vendor and its ultimate beneficial owners are Independent Third Parties.

### **Assets to be acquired**

Pursuant to the Agreement, the Company conditionally agreed to acquire, and the Vendor conditionally agreed to sell the Sale Shares, representing the entire issued share capital of the Target.

### **Consideration**

Pursuant to the Agreement, the Consideration shall be HK\$60,000,000 which shall be satisfied in the following manner:

- (a) as to HK\$5,000,000 shall be payable in cash as refundable deposit (the "**Deposit**") within 10 days from the date of the Agreement;
- (b) as to HK\$35,000,000 shall be payable in cash within 3 months after Completion;

- (c) the remaining balance of the Consideration will be settled only after the Target Group has achieved the Guaranteed Profit in the Profit Guaranteed Period. In the event the Target Group has reached the Guaranteed Profit in the Profit Guarantee Period, the remaining balance of the Consideration in the sum of HK\$20,000,000 shall be paid within one month after the Guaranteed Profit has been confirmed by the auditors retained by the Company in the following manner:
- (i) a sum of HK\$10,000,000 shall be payable by the Company to the Vendor in cash; and
  - (ii) a sum of HK\$10,000,000 shall be paid by the Company to the Vendor by issuing the Promissory Note to the Vendor.

### **Profit Guarantee**

The Vendor shall irrevocably and unconditionally guarantee to the Company that the audited consolidated net profit after tax of the Target Group for the Profit Guarantee Period shall in aggregate be no less than the Guaranteed Profit. Should the Target Group cannot achieve the Guaranteed Profit in the Profit Guarantee Period, the Consideration shall be downward adjusted to HK\$40,000,000.

For the avoidance of doubt, no upward adjustment will be made to the Consideration if the Guaranteed Profit has been reached.

### **Basis of Consideration**

The Consideration was arrived after arm's length negotiations between the Company and the Vendor, and was determined after taking into account the following factors:

- (i) the preliminary valuation of 深圳因數 prepared by an independent valuer is not less than HK\$120 million by a market approach; and
- (ii) the reasons and benefits of the Acquisition as stated under the section headed "REASONS FOR AND BENEFITS OF THE ACQUISITION" in this announcement.

The Directors consider that the terms and conditions of the Agreement, including the Consideration, are on normal commercial terms, fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

## **The Promissory Note**

The Company, upon the Target Group has achieved the Guaranteed Profit in the Profit Guarantee Period, shall issue to the Vendor the Promissory Note in the principal amount of HK\$10,000,000 on the following principal terms:

Issuer	:	The Company
Principal amount	:	HK\$10,000,000
Interest	:	Nil
Maturity Date	:	1 year
Repayment	:	Due and repayable on the Maturity Date
Transferability	:	Neither the Company nor the holder(s) of the Promissory Note may assign any of its rights and obligations without the prior written consent of the other party
Early redemption	:	No early redemption right

## **Conditions**

Completion shall be conditional upon and subject to:

- (a) all necessary consents, waivers, licences and approvals required to be obtained from relevant governmental authority and relevant third party on the part of the Vendor and the Target Group in respect of the Agreement and the transactions contemplated hereby having been obtained and remain in full force and effect;
- (b) all necessary consents, waivers, licences and approvals required to be obtained from relevant regulatory authorities and relevant third party, including but not limited to those from the Stock Exchange and/or the SFC, on the part of the Company in respect of the Agreement and the transactions contemplated hereby having been obtained and remain in full force and effect;
- (c) the delivery of a PRC legal opinion (in form and substance reasonably satisfactory to the Company) from a firm of PRC legal advisers appointed by the Company in respect of (i) the due incorporation and legal affairs of the PRC Subsidiary and 深圳因數 under the PRC laws;

- (d) the delivery of a BVI legal opinion (in form and substance satisfactory to the Company) from a firm of BVI legal advisers appointed by the Company in respect of (i) the due incorporation of the Vendor under the BVI laws and that the Vendor have obtained all necessary approvals and consent for the purpose of entering into the Agreement and that their obligations hereunder constitute legal and valid obligations and enforceable against them; and (ii) the due incorporation and legal affairs of the Target and the BVI Subsidiary;
- (e) the delivery of a HK legal opinion (in form and substance satisfactory to the Purchaser) from a firm of HK legal advisers appointed by the Purchaser in respect of the due incorporation and legal affairs of HK Subsidiary under the HK laws;
- (f) the Company being satisfied with the results of the due diligence review to the Target Group;
- (g) the Company having obtained a final valuation report issued by professional valuer retained or to be retained by the Company indicates that the value of the 100% equity interest in 深圳因數 is not less than HK\$120 million;
- (h) the Vendor having procured the Shareholders' Agreement have been duly executed;
- (i) the Warranties remaining true and accurate in all respects;
- (j) the Company being satisfied that there has not been any material adverse change (of effect) in respect of any member of the Target Group since the date of the Agreement; and
- (k) the Vendor having delivered to the Company of (i) in respect of the Vendor, a certificate of incumbency issued within 5 Business Days prior to the Completion Date and a certificate of good standing issued within 5 Business Days prior to the Completion Date; and (ii) in respect of the Target, a certificate of incumbency issued within 5 Business Days prior to the Completion Date and a certificate of good standing issued within 5 Business Days prior to the Completion Date.

The Company may waive the Conditions set out in Clauses 3.2(c), (d), (e), (g), (h), (i), (j) and (k) above at its discretion.

## **SHAREHOLDERS' AGREEMENT**

It is a Condition to the Completion that the BVI Subsidiary, the 49% shareholder of the HK Subsidiary and the HK Subsidiary shall enter into the Shareholders' Agreement in relation to the management of the HK Subsidiary. The parties thereto shall co-operate with one another to achieve certain business objectives and shall provide financial support in relation to the HK Subsidiary and its subsidiaries. The Company will make further announcement to update its Shareholders and investors on the further progress of the Shareholders' Agreement as and when appropriate.

### **Termination**

If the Conditions shall not be fulfilled or waived by the Company on or before the Long Stop Date, the Agreement (other than the provisions in the Agreement which are specifically identified to survive termination, including but not limited to provisions relating to confidentiality, governing law and jurisdiction and notices) shall lapse and, save in respect of any antecedent breaches, all liabilities and obligations of the Parties shall cease and determine provided that the Vendor shall forthwith refund the full amount of the Deposit to the Company without any interest FURTHER provided that such termination shall be without prejudice to any rights or remedies of the Parties which shall have accrued prior to such termination.

### **Completion**

Subject to the fulfilment and/or waiver of the Conditions as described above, Completion shall take place on the Completion Date.

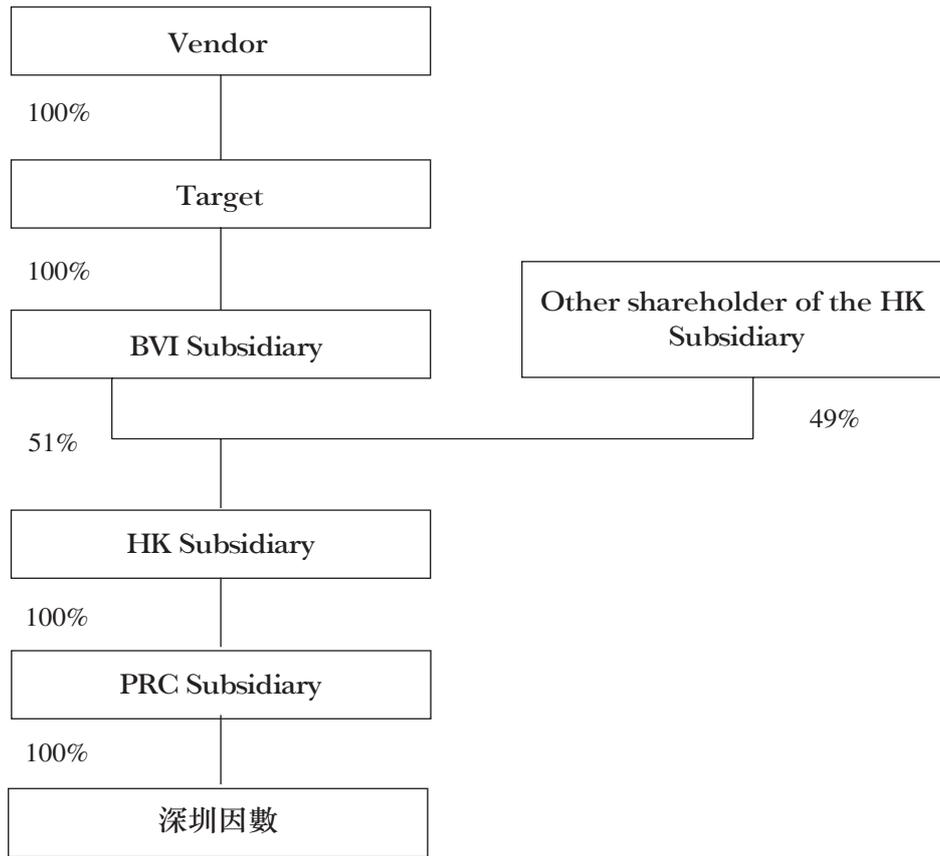
Neither the Vendor nor the Company shall be obliged to complete the sale and purchase of any of the Sale Shares unless the sale and purchase of all the Sale Shares are completed simultaneously.

Upon Completion, the Target Group will become indirect non-wholly owned subsidiaries of the Company and accordingly, the financial results of the Target Group will be consolidated into the financial statements of the Group.

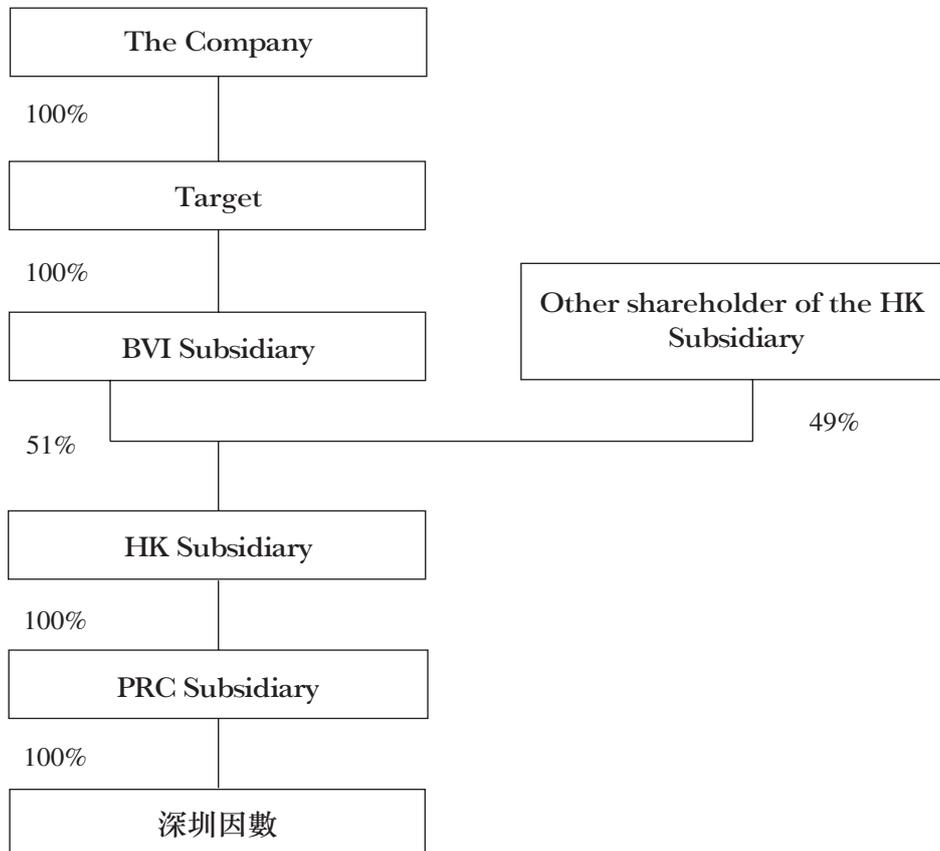
## **SHAREHOLDING STRUCTURE OF THE TARGET GROUP**

Set out below is the shareholding structure of the Target Group (i) immediately prior to Completion; and (ii) immediately after Completion:

*Shareholding structure of the Target Group immediately prior to Completion:*



*Shareholding structure of the Target Group immediately after Completion:*



## INFORMATION ON THE TARGET GROUP

The Target was incorporated in BVI with limited liability. The Target is an investment holding company. The Target is the sole legal and beneficial owner of the BVI Subsidiary. The BVI Subsidiary is the 51% legal and beneficial owner of the HK Subsidiary which in turn owns 100% of the equity interest in the PRC Subsidiary, the 49% shareholder of the HK Subsidiary, its shareholder and its ultimate beneficial owners are Independent Third Parties. The PRC Subsidiary is the sole legal and beneficial owner of the entire equity interest in 深圳因數.

To the best knowledge, information and belief of the Directors and having made all reasonable enquiries, except 深圳因數, all the companies within the Target Group are investment holding companies and do not engage in any activities.

深圳因數's main business is a FINTECH company provide solution for insurance sector in the PRC: including the provision of (i) innovative management and exhibition tools for insurance institutions; (ii) management tools and services for all types of large fleets; and (iii) integrated vehicle services for private car owners.

### Financial Information on the Target

Set out below is the financial information of the Target Group provided by the Vendor for the two financial years immediately preceding the date of the Agreement.

Set out below are the audited financial information of 深圳因數 based on its audited account prepared in accordance with the China Accounting Standards for Enterprises for the years ended 31 December 2018 and 2017 respectively:

	<b>Year ended 2017</b> (audited) (RMB'000)	<b>Year ended 2018</b> (audited) (RMB'000)
Revenue	525	2,445
Net loss before taxation	(1,997)	(5,750)
Net loss after taxation	(1,997)	(5,750)

The unaudited net asset value of 深圳因數 was approximately RMB480,000 as at 31 March 2019.

## **REASONS FOR AND BENEFITS OF THE ACQUISITION**

The Group is principally engaged in (i) e-commerce and provision of online sales platform; (ii) money-lending business; (iii) intellectual property (“IP”) rights licensing and international IP development, media integrated marketing and distribution agency of sports goods business.

In view of the challenging economic and business environment, the management of the Group continued to review its existing businesses from time to time and strived to improve the business operation and financial position of the Group. The Group is proactively seeking potential investment opportunities in order to enhance value of the Shareholders. The Directors consider that it is beneficial for the Group to seek suitable investment opportunities from time to time to diversify its existing business portfolio into new stream of business line with growth potential and to broaden its source of income.

To this end, the Directors consider the Acquisition is in line with the Group’s business of online sales platform and also can diversify the business as FINTECH services provider for insurance sector. In view of continued and stable growth of PRC and the effect of One Belt One Road Policy, there will be a continued development of Guangdong Province. The Acquisition represents an investment opportunity for the Group to diversify and further expand its business portfolio into the provision of online sales platform in insurance sectors in the PRC and hence can broaden the revenue sources of the Group.

The Directors believe that the terms of the Agreement are on normal commercial terms, fair and reasonable and in the interests of the Shareholders as a whole.

## **GEM LISTING RULES IMPLICATION**

As the applicable percentage ratios (as defined under the GEM Listing Rules) in relation to the Acquisition are more than 5% but less than 25%, the Acquisition constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 19 of the GEM Listing Rules but does not require Shareholders’ approval.

**As Completion is subject to the fulfillment of a number of Conditions, the Acquisition may or may not be completed. Shareholders and potential investors should exercise caution when dealing in the Shares.**

## DEFINITION

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

“Acquisition”	the acquisition of the Sale Shares pursuant to the Agreement
“Agreement”	the agreement entered into between the Company and the Vendor on 14 June 2019 regarding the Acquisition
“Board”	the board of Directors
“Business Day”	means a day (other than a Saturday, Sunday and public holiday) on which banks are open for business in Hong Kong
“BVI”	British Virgin Islands
“BVI Subsidiary”	Power Fintect Holdings Limited, a company incorporated under the laws of BVI with limited liability, shares of which is wholly owned by the Target
“Company”	Sino Vision Worldwide Holdings Limited (新維國際控股有限公司), a company incorporated in the Cayman Islands and continued in Bermuda with limited liability, the issued Shares of which are listed on the GEM of the Stock Exchange
“Completion”	the completion of the Acquisition pursuant to the terms and conditions of the Agreement
“Completion Date”	means the fifth (5th) Business Day after Long Stop Date or such other date as may be agreed in writing between the Parties
“Conditions”	conditions precedent of the Agreement
“connected person”	has the meaning ascribed to it under the GEM Listing Rules
“Consideration”	the sum of HK\$60,000,000 (subject to downward adjustment) to be paid by the Company to the Vendor for the purchase of the Sale Shares pursuant to the Agreement
“Director(s)”	director(s) of the Company

“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on the GEM
“Guaranteed Profit”	the audited consolidated net profit after tax of the Target Group for the Profit Guarantee Period shall in aggregate be no less than RMB10,000,000
“Group”	the Company and its subsidiaries from time to time
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HK Subsidiary”	HK Insurtech Limited, a company incorporated under the laws of Hong Kong with limited liability, 51% issued shares of which is owned by the BVI Subsidiary
“Independent Third Party(ies) ”	third party(ies) independent of, and not connected with, the Company and its connected persons in accordance with the GEM Listing Rules
“Long Stop Date”	31 August 2019 or such later date as may be agreed in writing between the Parties
“Parties”	the parties to the Agreement
“PRC”	the People’s Republic of China excluding Hong Kong, the Macau Special Administration Region of the PRC and Taiwan for the purpose of this announcement
“PRC Subsidiary”	因數科技控股(深圳)有限公司, a company established in the PRC with limited liability, all the equity interest of which is wholly owned by the HK Subsidiary
“Profit Guarantee Period”	a period of 12 months after the Completion Date
“Promissory Note”	the promissory note in the total principal sum of HK\$10,000,000 issued by the Company to the Vendor

“Sale Shares”	means 50,000 ordinary share of HK\$1.00 each, representing the entire issued share capital of the Target
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	the holder(s) of the issued Share(s)
“Shareholders’ Agreement”	the shareholders’ agreement duly executed under seal among the BVI Subsidiary, the 49% shareholder of the HK Subsidiary and the HK Subsidiary
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the GEM Listing Rules
“Target”	S-Grill Management Limited, a company incorporated in BVI with limited liability, shares of which is wholly owned by the Vendor
“Target Group”	means the Target, the BVI Subsidiary, the HK Subsidiary, the PRC Subsidiary and 深圳因數 (and their subsidiaries from time to time)
“Vendor”	Chun On Investment Group Company Limited (全安投資有限公司), a company incorporated in BVI with limited liability
“%”	per cent.
“深圳因數”	深圳因數科技有限公司, a company established in the PRC with limited liability, all the equity interest of which is wholly owned by the PRC Subsidiary

By order of the Board  
**Sino Vision Worldwide Holdings Limited**  
**Ai Kuiyu**  
*Chairman*

Hong Kong, 14 June 2019

*As at the date of this announcement, the executive Directors are Mr. Ai Kuiyu and Mr. Lo Pak Ho and the independent non-executive Directors are Mr. Lou Sai Tong, Mr. Tong Kar Hing, and Ms. Liu Pui Shan.*

*This announcement, for which the Directors of the Company 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 of the Company, 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 Company Announcements” page of the GEM website <http://www.hkgem.com> for at least 7 days from the date of its publication and on the website of the Company at <http://www.sinovisionworldwide.com>.*