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百仕達控股有限公司\*

SINOLINK WORLDWIDE HOLDINGS LIMITED

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 1168)**

**MAJOR TRANSACTION**  
**ADDITIONAL CAPITAL CONTRIBUTION TO**  
**ZHONGAN TECHNOLOGIES INTERNATIONAL GROUP LIMITED**

Reference is made to the Company's announcements dated 8 December 2017, 28 March 2018 and 18 July 2019 regarding the formation of JV Co by the Company and ZhongAn Technology to explore international business development, collaboration and investment opportunities in the areas of Fintech and Insuretech in overseas markets. As at the date of this announcement, ZhongAn Technology and the Company are interested in 51% and 49% of the voting interest in JV Co respectively.

**ADDITIONAL CAPITAL CONTRIBUTION**

The Board is pleased to announce that, on 29 April 2021 (after trading hours), the Company entered into the Share Subscription Agreement with ZhongAn Technology and JV Co, pursuant to which the Company conditionally agreed to subscribe for, and the JV Co conditionally agreed to allot and issue, an aggregate of 500,000,000 new JV Co Redeemable Preference Shares for a total subscription price of RMB500,000,000 payable in cash.

Upon Completion, the voting interest held by ZhongAn Technology and the Company in JV Co shall remain 51% and 49%, respectively.

**LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios in respect of the Sinolink Subscription exceed 25% but are less than 100%, the entering into of the Share Subscription Agreement and the consummation of the Sinolink Subscription would constitute a major transaction of the Company and are subject to notification, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

\* For identification purpose only

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, no Shareholder has any material interest in the Sinolink Subscription or the Share Subscription Agreement. As such, none of the Shareholders would be required to abstain from voting if a general meeting were to be convened by the Company to approve the Share Subscription Agreement and the Sinolink Subscription, a written shareholders' approval may be accepted in lieu of holding a general meeting pursuant to Rule 14.44 of the Listing Rules.

The Company has obtained an irrevocable and unconditional written approval for the Share Subscription Agreement and the Sinolink Subscription from a closely allied group of Shareholders comprising Asia Pacific Promotion Limited and its associate Mr. & Mrs. Ou, Mr. Francis Tang and Mr. Chen Wei, representing in aggregate 50.22% of the issued share capital of the Company as at the date of this announcement. Accordingly, in accordance with Rule 14.44 of the Listing Rules, the shareholders' approval requirement in respect of the Share Subscription Agreement and the Sinolink Subscription under Chapter 14 of the Listing Rules has been satisfied in lieu of a general meeting of the Company.

#### **GENERAL**

A circular containing information required under the Listing Rules regarding the Share Subscription Agreement and the Sinolink Subscription will be despatched to the Shareholders as soon as practicable but not later than 21 May 2021.

#### **INTRODUCTION**

The Board is pleased to announce that, on 29 April 2021 (after trading hours), the Company entered into the Share Subscription Agreement with ZhongAn Technology and JV Co.

#### **MATERIAL TERMS OF THE SHARE SUBSCRIPTION AGREEMENT**

**Date:** 29 April 2021

**Parties:** The Company;  
ZhongAn Technology; and  
JV Co.

#### **Subject Matter**

Pursuant to the Share Subscription Agreement, the Company conditionally agreed to subscribe for, and JV Co conditionally agreed to allot and issue, an aggregate of 500,000,000 new JV Co Redeemable Preference Shares for a total subscription price of RMB500,000,000 payable in cash.

The subscription price is determined after arm's length negotiations among the Company, ZhongAn Technology and JV Co with reference to (1) the current net asset value of JV Co, (2) the financial needs of JV Co for the operation and expansion of its business, and (3) the growth prospects of JV Co. The subscription price payable by the Company to JV Co will be funded by the proceeds from the rights issue of Shares of the Company that has been completed on 15 April 2021.

## **Completion**

Subject to the conditions set out below, the parties agree that the Completion shall take place on a date being the fifth Business Day after all the conditions have been satisfied (or waived), which shall be specified by JV Co in a notice delivered to the Company at least 20 Business Days before the date of Completion.

Completion is conditional upon the fulfillment (or waiver in accordance with the Share Subscription Agreement) of, inter alia, the following conditions on or before the Long Stop Date:

- (1) the compliance of all requirements of the regulatory authorities or any applicable laws, regulations and the Listing Rules by JV Co, the Company and ZhongAn Technology (and respective Affiliates of the Company and ZhongAn Technology, as the case may be) at any time prior to each Completion in relation to the transactions contemplated under the Share Subscription Agreement (including the obtaining of the Shareholders' approval in respect of the Sinolink Subscription);
- (2) there being, from the date of the Share Subscription Agreement until the date of Completion, no fact, matter, event, circumstances, condition or change which materially and adversely affects, or could reasonably be expected to materially and adversely affect, the business, operations, assets, liabilities, prospects or results of operation of JV Co and its subsidiaries (if any) as a whole;
- (3) each of the warranties and representations remaining true and accurate on and as of each Completion and there having been no breach by any of the parties of any obligations, undertakings, and warranties under the Share Subscription Agreement; and
- (4) the receipt of prior written consent of all of the holder(s) of Redeemable Preference Shares of JV Co.

Completion shall take place after all conditions have been fulfilled or waived. If any of the aforementioned conditions has not been satisfied before the Long Stop Date, the Share Subscription Agreement shall terminate with immediate effect in accordance with its terms.

Upon Completion, the voting interests held by ZhongAn Technology and the Company in JV Co shall remain 51% and 49%, respectively.

## **Terms of the Redeemable Preference Shares**

Pursuant to the Share Subscription Agreement, the Company conditionally agreed to make a capital contribution of RMB500,000,000 to JV Co in consideration for 500,000,000 Redeemable Preference Shares. The key terms of the Redeemable Preference Shares are summarized below:

## *Redemption*

- (a) Subject to the requirements under the Listing Rules and relevant laws applicable to JV Co, ZAOIL, the Company and their respective Affiliates, JV Co shall have the right to, within five (5) years from the date of issuance of the Redeemable Preference Shares (which term shall be renewed automatically every five (5) years, subject to the veto by any of ZhongAn Technology or the Company), require the redemption from any holder of the Redeemable Preference Shares, all or any portion of its Redeemable Preference Shares, at the price equal to (a) the amount of Sinolink Contribution attributable to the Redeemable Preference Shares being redeemed; plus (b) such amount equivalent to a yield of a simple interest of **5.5%** per annum to such amount of Sinolink Contribution since the date of the relevant Sinolink Contribution on a pro-rated basis;
- (b) Upon the occurrence of an Exit, the Company may, by the delivering a redemption request notice to JV Co to require the Company to redeem up to all of Redeemable Preferences Shares held by it (unless otherwise agreed by the Company in writing to JV Co),

in each case above, JV Co shall within 10 Business Days after delivering of the redemption request notice redeem all of the Redeemable Preference Shares held by each holder(s) at the amount equal to (a) the amount of Sinolink Contribution attributable to the Redeemable Preference Shares being redeemed; and (b) together such amount equivalent to a yield of a simple interest of **5.5%** per annum to such amount of Sinolink Contribution since the date of the relevant Sinolink Contribution on a pro-rated basis.

## *Dividend Rights*

Holder(s) of Redeemable Preference Shares shall not have the right to receive any dividend from the JV Co.

## *Liquidation Preference*

In the event of (a) a return of capital, liquidation, dissolution or winding-up of JV Co (or other similar events), either voluntary or involuntary; or (b) a sale of all or substantially all of JV Co's assets (each a **"Liquidation Event"**), holder(s) of Redeemable Preference Shares shall rank in priority to any other class of shares in JV Co and shall be entitled to receive in cash, (a) the proportional amount of Sinolink Contribution attributable to the then issued and outstanding Redeemable Preference Shares; plus (b) such amount equivalent to a yield of a simple interest of **5.5%** per annum to such amount of Sinolink Contribution since the date of the relevant Sinolink Contribution on a pro-rated basis as at the date of the Liquidation Event (the **"Preference Amount"**). Following the distribution of the Preference Amount in full, any remaining assets of JV Co legally available for distribution shall be distributed pro rata among the holder(s) of the JV Co Ordinary Shares. If upon any Liquidation Event, the assets lawfully available for distribution among the

holder(s) of the Redeemable Preference Shares shall be insufficient to permit the payment in full of the Preference Amount, the entire assets of JV Co shall be distributed ratably to the holder(s) of Redeemable Preference Shares in proportion to the Preference Amount that each such holder would otherwise be entitled to receive.

### **Call Option**

In addition to JV Co's right aforesaid to redeem the Redeemable Preference Shares, the Company has granted to ZhongAn Technology and its Affiliates the Call Option, subject to any Redeemable Preference Shares remaining in issue and being held by the Company, to require the Company to sell to ZhongAn Technology up to all the Redeemable Preference Shares issued to the Company pursuant to the Share Subscription Agreement. The exercise price of the Call Option shall equal to (a) the amount of Sinolink Contribution attributable to the Redeemable Preference Shares subject to the Call Option; plus (b) such amount equivalent to a yield of a simple interest of 5.5% per annum on the Sinolink Contribution since the date of the relevant Sinolink Contribution on a pro-rated basis. Pursuant to the Share Subscription Agreement, each of the Company and ZhongAn Technology agreed to comply or procure its Affiliate to comply (as the case may be) with the applicable requirements under the Listing Rules in connection with the exercise of the Call Option, including to procure ZAOIL to convene an extraordinary general meeting to obtain any shareholders' approval as may be required by the Listing Rules.

### **Preemptive Right**

The holders of Redeemable Preference Shares are granted preemptive rights to subscribe for new Redeemable Preference Shares to be issued by JV Co.

### **Termination**

The Share Subscription Agreement may be terminated by written notice given at any time:

- (1) by mutual written consent of all the parties; or
- (2) by any of the parties, (i) if in any respect the closing provisions of the Share Subscription Agreement are not fully complied with by any of the parties on the date of Completion; or (ii) if a material breach of the Share Subscription Agreement has been committed by another party and such breach has not been waived or cured within thirty (30) days after the receipt of the notice thereof, provided, however, such termination shall not relieve the breaching party of liability for such breach or otherwise.

## **REASONS FOR AND BENEFITS OF THE SINOLINK SUBSCRIPTION**

JV Co, as a Fintech company, will take time to build and require substantial upfront investment in development of hardware and underlying technologies before it is capable of generating profit. Fintech industry is fast growing and it is believed that the industry may dramatically alter the financial services model in the coming decade. The Board considers that the investment by the Company in JV Co is a long-term investment and believes that the performance of JV Co will improve over the next few years. Given the considerable impact of Fintech and Hong Kong government's continuing support for the industry, the Board considers its investment in JV Co presents numerous opportunities which are beneficial to the Company.

The addition capital contribution from the Company and ZhongAn Technology will provide additional working capital and greater financial flexibility to JV Co which will further facilitate its business agenda of exploring international business development, collaboration and investment opportunities in the areas of Fintech and Insuretech in overseas markets. The Sinolink Subscription will enable the Company to better align its investment objectives and strategy to achieve more stable return in respect of its investment in JV Co.

The Directors are of the view that the Share Subscription Agreement has been entered into on normal commercial terms, and the terms of the Share Subscription Agreement and the transactions contemplated thereunder are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Mr. OU Yaping, being a non-executive Director of the Company and the chairman and an executive director of ZAOIL, and Mr. OU Jin Yi Hugo, being a non-executive Director of the Company and an executive director of ZAOIL, have abstained from voting on the relevant resolutions of the Board in relation to the Share Subscription Agreement and matters contemplated therein.

Save as disclosed above, none of the Directors has any material interest in the Share Subscription Agreement and matters contemplated therein nor is any of them required to abstain from voting on the relevant resolutions of the Board.

## **INFORMATION ON THE PARTIES**

The Company was incorporated in Bermuda with limited liability, with its shares listed on the Main Board of the Stock Exchange (stock code: 1168). Its principal business activity is property development, property management, property investment, financial services and asset financing, while the Company also focuses on financial technology (FinTech) investment and management.

ZhongAn Technology is a company incorporated in the PRC with limited liability and is a direct wholly-owned subsidiary of ZAOIL. ZAOIL is a joint stock limited company incorporated in the PRC with limited liability and carrying on business in Hong Kong as “ZA Online Fintech P & C” whose H shares are listed on the Main Board of the Stock Exchange. ZAOIL is an online Insuretech company in the PRC and is principally engaged in the provision of insurance products and solutions in the context of five major ecosystems, namely lifestyle consumption, consumer finance, health, auto and travel ecosystems.

JV Co is a company incorporated in Hong Kong with limited liability and is a subsidiary of ZAOIL. JV Co is established to explore international business development, collaboration and investment opportunities in the area of Fintech and Insurtech, including virtual bank and digital-only insurer in Hong Kong. As at the date of this announcement, ZhongAn Technology and the Company are interested in 51% and 49% of the voting interest in JV Co, respectively.

## **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios in respect of the Sinolink Subscription exceed 25% but are less than 100%, the entering into of the Share Subscription Agreement and the consummation of the Sinolink Subscription would constitute a major transaction of the Company and are subject to notification, announcement and shareholders’ approval requirements under Chapter 14 of the Listing Rules.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, no Shareholder has any material interest in the Sinolink Subscription or the Share Subscription Agreement. As such, none of the Shareholders would be required to abstain from voting if a general meeting were to be convened by the Company to approve the Share Subscription Agreement and the Sinolink Subscription, a written shareholders’ approval may be accepted in lieu of holding a general meeting pursuant to Rule 14.44 of the Listing Rules.

The Company has obtained an irrevocable and unconditional written approval for the Share Subscription Agreement and the Sinolink Subscription from a closely allied group of Shareholders comprising Asia Pacific Promotion Limited (3,152,309,301 Shares, representing approximately 49.46% of the issued share capital of the Company), Mr. Ou Yaping and Mrs. Ou (13,113,738 Shares, representing approximately 0.21% of the issued share capital of the Company), Mr. Tang Yui Man Francis (21,375,000 Shares, representing approximately 0.34% of the issued share capital of the Company) and Mr. Chen Wei (13,500,000 Shares, representing approximately 0.21% of the issued share capital of the Company), representing in aggregate 50.22% of the issued share capital of the Company as at the date of this announcement.

Asia Pacific Promotion Limited is wholly-owned by Mr. Ou Yaping, a non-executive Director. Mr. Tang Yui Man Francis is a non-executive Director. Mr. Chen Wei is an executive Director.



Accordingly, in accordance with Rule 14.44 of the Listing Rules, the shareholders' approval requirement in respect of the Share Subscription Agreement and the Sinolink Subscription under Chapter 14 of the Listing Rules has been satisfied in lieu of a general meeting of the Company.

A circular containing information required under the Listing Rules regarding the Share Subscription Agreement and the Sinolink Subscription will be despatched to the Shareholders as soon as practicable but not later than 21 May 2021.

## DEFINITIONS

Unless otherwise specified, the following terms have the following meanings in this announcement:

“%”	Per cent.;
“Affiliate”	With respect to any person, any person directly or indirectly controlling, controlled by or under common control with such person;
“Asset Sale”	A sale by JV Co of all or substantially all (being at least 75% in value) of the JV Co's business, assets and undertakings to a single buyer or to one or more buyers as part of a single transaction or series of connected transactions, excluding any Reorganisation;
“Board”	The board of Directors of the Company;
“Business Day(s)”	A day (other than a Saturday or Sunday) officially identified by government or authorities as a working day in Hong Kong;
“Call Option”	The call option granted by the Company under the Share Subscription Agreement pursuant to which ZhongAn Technology and its Affiliates is entitled to require the Company to sell to ZhongAn Technology up to all of the Redeemable Preference Shares issued to the Company pursuant to the Share Subscription Agreement;
“Company”	Sinolink Worldwide Holdings Limited, a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 1168);
“Completion”	The completion of the Sinolink Subscription, which shall take place in accordance with the terms and conditions of the Share Subscription Agreement;
“Director(s)”	The director(s) of the Company;
“Exit”	Sale, Asset Sale or Quotation;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;



“Hong Kong”	Hong Kong Special Administrative Region of the PRC;
“Insuretech”	Use of technology innovations designed to achieve savings and efficiency from the traditional insurance industry model;
“JV Co”	ZhongAn Technologies International Group Limited, a Hong Kong limited liability company jointly invested by the Company and ZhongAn Technology pursuant to a joint venture agreement (as referred to in announcement dated 8 December 2017 of the Company);
“Listing Rules”	The Rules Governing the Listing of Securities on The Stock Exchange;
“Long Stop Date”	The date that is twelve (12) months after the date of the Share Subscription Agreement, or such other date as the parties may agree in writing;
“Quotation”	the admission and commencement of trading of the whole of any class of the issued share capital of JV Co to any recognised investment exchange, recognized overseas investment exchange, designated investment exchange or designated overseas investment exchange;
“PRC”	The People’s Republic of China, excluding for purpose of this announcement, Hong Kong, Macau Special Administrative Region and Taiwan;
“Redeemable Preference Share(s)”	the redeemable preference share(s) in the share capital of JV Co that may be issued according to the terms and conditions of the Share Subscription Agreement and the articles of association of JV Co (as amended and restated from time to time), which do not confer voting rights on the holders thereof, except under certain circumstances where the rights of such holders are affected;
“Reorganisation”	a permitted transfer of all of the voting ordinary shares in the share capital of JV Co (and all other voting shares of ZhongAn Technology (if applicable)) to another incorporated company controlled by ZhongAn Technology (and on the basis of ZhongAn Technology and the Company collectively holding (directly or indirectly) not less than 51% of the voting share capital of such company) for internal group reorganisation or taxation purposes only, and on the basis that to the extent this company ceases to be controlled (or collectively controlled) by ZhongAn Technology and/or the Company in this way it will no longer be deemed to be a Reorganisation for the purposes of this definition);

“RMB”	Renminbi, the lawful currency of the PRC;
“Sale”	sale of more than 50% in number of the ordinary shares in the issued share capital of JV Co to a single buyer or to one or more buyers as part of a single transaction or a series of connected transactions, excluding any Reorganisation;
“Share Subscription Agreement”	The share subscription agreement dated 29 April 2021 entered into among the Company, ZhongAn Technology and JV Co in relation to the Sinolink Subscription;
“Sinolink Subscription”	The subscription by the Company of an aggregate of 500,000,000 new JV Co Redeemable Preference Shares for a total subscription price of RMB500,000,000 pursuant to the terms and conditions of the Share Subscription Agreement;
“Sinolink Contribution”	an additional capital contribution of RMB500 million in cash to JV Co to be made by the Company pursuant to terms of the Share Subscription Agreement;
“Shareholder(s)”	Shareholders of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“ZAOIL”	ZhongAn Online P & C Insurance Co., Ltd.* (眾安在綫財產保險股份有限公司), a joint stock limited company incorporated in the PRC with limited liability and carrying on business in Hong Kong as “ZA Online Fintech P & C” whose H shares are listed on the Main Board of the Stock Exchange (stock code: 6060); and
“ZhongAn Technology”	ZhongAn Information Technology Services Co., Ltd.* (眾安信息技術服務有限公司), a wholly-owned subsidiary of ZAOIL, incorporated in the PRC on 7 July 2016.

By order of the Board  
**Sinolink Worldwide Holdings Limited**  
**XIANG Ya Bo**  
*Chairman and Chief Executive Officer*

Hong Kong, 29 April 2021

*As at the date of this announcement, the Board comprises Mr. Xiang Ya Bo (Chairman of the Board and Chief Executive Officer) and Mr. Chen Wei as executive Directors; Mr. Ou Yaping, Mr. Ou Jin Yi Hugo and Mr. Tang Yui Man Francis as non-executive Directors; and Mr. Tian Jin, Dr. Xiang Bing and Mr. Xin Luo Lin as independent non-executive Directors.*

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