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COMPUTECH HOLDINGS LIMITED

駿科網絡訊息有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 8081)

DISCLOSEABLE TRANSACTION: FORMATION OF JOINT VENTURE

THE JV AGREEMENT

The Board is pleased to announce that after trading hours on 2 October 2013, Absolutely Talent (a wholly-owned subsidiary of the Company) and ChinaQFii Company Limited (中國橋金融網有限公司) entered into the JV Agreement to form the JV Company which is proposed to be principally engaged in, subject to compliance with all applicable laws and regulations in Hong Kong or other relevant jurisdiction and the obtaining of all requisite licences and permits by the JV Company, research, development, operation and management of web-based platform for deal sourcing and matching services and providing information regarding project investment and fund investment and such other businesses as may be agreed by the parties to the JV Agreement.

IMPLICATIONS UNDER THE GEM LISTING RULES

As the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the formation of the JV Company and the transactions contemplated under the JV Agreement (including the provision of the initial shareholders' loan (where applicable)) are more than 5% but less than 25%, the formation of the JV Company and the transactions contemplated under the JV Agreement as a whole constitutes a discloseable transaction for the Company under the GEM Listing Rules and is subject to the notification and announcement requirements of Chapter 19 of the GEM Listing Rules.

* *For identification purposes only*

The Board is pleased to announce that after trading hours on 2 October 2013, Absolutely Talent (a wholly-owned subsidiary of the Company) and the JV Partner entered into the JV Agreement to form the JV Company.

The principal terms of the JV Agreement are set out below:

THE JV AGREEMENT

Date:

2 October 2013

Parties:

- (1) Absolutely Talent (a wholly-owned subsidiary of the Company) and is principally engaged in investment holding; and
- (2) the JV Partner, a company incorporated in Hong Kong with limited liability and is principally engaged in the provision of consultancy services, deal sourcing and matching services in the PRC and global markets and general research and marketing services in the PRC.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiry, the JV Partner and its ultimate beneficial owner(s) are third parties independent of the Company and its connected persons (as defined in the GEM Listing Rules).

Incorporation of the JV Company:

In accordance with the terms of the JV Agreement, Absolutely Talent and the JV Partner shall incorporate the JV Company which shall be a private limited company incorporated in Hong Kong.

It is proposed that upon incorporation of the JV Company, the JV Company will be principally engaged in, subject to compliance with all applicable laws and regulations in Hong Kong or other relevant jurisdiction and the obtaining of all requisite licences and permits by the JV Company, research, development, operation and management of web-based platform for deal sourcing and matching services and providing information regarding project investment and fund investment and such other businesses as may be agreed by the parties to the JV Agreement.

In accordance with the terms of the JV Agreement, the business activities of the JV Company or any of them can be conducted through a wholly-owned subsidiary of the JV Company.

Condition to the incorporation of the JV Company:

The completion of the incorporation of the JV Company shall be conditional upon (where applicable) compliance by Absolutely Talent, the JV Partner and their respective holding companies with the notification, announcement and/or shareholders' approval requirements under the GEM Listing Rules.

Capital contribution and shareholders' loan:

The proposed initial issued capital of the JV Company shall be HK\$10,000, which shall be contributed in cash as to 70% (i.e. HK\$7,000) by Absolutely Talent and as to 30% (i.e. HK\$3,000) by the JV Partner. The capital contribution into the JV Company shall be paid in full by Absolutely Talent and the JV Partner within 10 days from the date of incorporation of the JV Company. Upon the payment of the capital contribution by both parties, the issued share capital of the JV Company shall be owned as to 70% by Absolutely Talent and 30% by the JV Partner.

It is agreed by the parties to the JV Agreement that in accordance with the working capital requirements of the JV Company, Absolutely Talent and the JV Partner will provide initial shareholders' loan in immediately available and transferable funds to the JV Company of up to the maximum amount of HK\$13,993,000 and HK\$5,997,000 respectively and on terms to be agreed among the parties to the JV Agreement. The maximum amount of the initial shareholder's loan which may be provided by Absolutely Talent and the JV Partner in accordance with the JV Agreement is in proportion to their respective proposed holdings in the JV Company. Absolutely Talent and the JV Partner agree that, if at any time after the incorporation of the JV Company, any further financing is required by the JV Company as determined by the board of directors of the JV Company, they will provide additional shareholder's loan in proportion to their respective holdings in the JV Company.

Further announcement will be made by the Company if there is further financing by the Group to the JV Company in compliance with the requirements under the GEM Listing Rules.

The amount of capital contribution and the initial shareholders' loan which may be provided by the Group and the JV Partner to the JV Company was determined after arm's length negotiations between the Group and the JV Partner having taken into account the expected initial capital requirement for carrying out the principal activities of the JV Company.

The Group intends to finance its capital contribution in and initial shareholders' loan (if any) to the JV Company by its internal resources and/or borrowings.

Obligations of and undertakings by the parties:

Each of Absolutely Talent and the JV Partner undertakes to the other that upon the incorporation of the JV Company, it will subject to the compliance of all applicable laws, rules and regulations:

- (a) pay its portion of the capital contribution and (where applicable) initial shareholders' loan to the JV Company in the manner as described in the JV Agreement; and
- (b) take all reasonable actions and steps to assist the JV Company in the application for and obtaining of all requisite licences, permits and approvals by the relevant regulatory authorities in Hong Kong or any other relevant jurisdiction for the purposes of carrying on the principal activities of the JV Company as described in the JV Agreement.

Board composition:

The board of directors of the JV Company shall initially consist of three directors. For so long as (1) Absolutely Talent holds not less than 50% of the issued share capital of the JV Company; and (2) the JV Partner holds not less than 30% of the issued share capital of the JV Company, each of Absolutely Talent and the JV Partner shall have the right to appoint and remove up to two directors and one director of the JV Company respectively.

The chairman of the board of directors of the JV Company shall be appointed by Absolutely Talent.

Transfer of shares:

Pursuant to the JV Agreement, none of Absolutely Talent and the JV Partner shall have any right to mortgage, pledge, charge, create encumbrances over or transfer any of its shares in the JV Company unless in accordance with the provisions of the JV Agreement.

In the event that a party proposed to sell, transfer or otherwise dispose of any of the shares of the JV Company, the other party to the JV Agreement shall have a first right of refusal to such transfer.

INFORMATION ABOUT THE PARTIES TO THE JV AGREEMENT

The Group is principally engaged in three business segments, namely (i) IT services, including consultancy, technical support, systems integration, development and sales of relevant hardware and software products in Hong Kong; (ii) money lending business in Hong Kong; and (iii) the provision of medical diagnostic and health check services.

The JV Partner is principally engaged in the provision of consultancy services, deal sourcing and matching services in the PRC and global markets and general research and marketing services in the PRC.

REASONS FOR AND BENEFITS OF THE FORMATION OF THE JV COMPANY

The Directors believe that the entering into of the JV Agreement with the JV Partner will enable the Group, upon the formation of the JV Company, to explore and develop the areas of research, development, operation and management of web-based platform for deal sourcing and matching services and providing information regarding project investment and fund investment (subject to compliance with all applicable laws and regulations in Hong Kong or other relevant jurisdiction and the obtaining of all requisite licences and permits by the JV Company). The Group, through the joint venture investment, will be able to expose to opportunities in these areas with a view to bringing more returns to the shareholders of the Company.

The Directors are of the view that the terms of the JV Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Group and the shareholders of the Company as a whole.

IMPLICATIONS UNDER THE GEM LISTING RULES

As the applicable percentage ratios (as defined under the GEM Listing Rules) in respect of the formation of the JV Company and the transactions contemplated under the JV Agreement (including the provision of the initial shareholders' loan (where applicable)) are more than 5% but less than 25%, the formation of the JV Company and the transactions contemplated under the JV Agreement as a whole constitutes a discloseable transaction for the Company under the GEM Listing Rules and is subject to the notification and announcement requirements of Chapter 19 of the GEM Listing Rules.

DEFINITIONS

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

“Absolutely Talent”	Absolutely Talent Technology Limited, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of the Company and being a party to the JV Agreement
“Board”	the board of Directors

“Company”	Computech Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on GEM
“Director(s)”	the 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 GEM
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“JV Agreement”	the joint venture agreement dated 2 October 2013 entered into between Absolutely Talent and the JV Partner in relation to, among other matters, the formation of the JV Company
“JV Company”	a joint venture company to be incorporated in Hong Kong pursuant to the JV Agreement and to be held as to 70% by Absolutely Talent and 30% by the JV Partner, respectively
“JV Partner”	ChinaQFii Company Limited (中國橋金融網有限公司), a company incorporated in Hong Kong with limited liability and being a party to the JV Agreement
“PRC”	the People’s Republic of China
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

On behalf of the Board
Computech Holdings Limited
Yang Yue Zhou
Chairman

Hong Kong, 2 October 2013

As at the date of this announcement, the Board comprises (i) four executive Directors, namely Mr. Yang Yue Zhou, Mr. Mak Kwong Yiu, Mr. Jiang Tan Shan and Mr. Kwok Shun Tim and (ii) three independent non-executive Directors, namely Mr. Wong Siu Keung, Joe, Mr. Wong Ching Yip and Mr. Luk Chi Shing.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in the 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 Company Announcements” page of the GEM website at <http://www.hkgem.com> for a minimum period of seven days from the date of its publication and on the website of the Company at <http://www.computech.com.hk>.