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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)

VOLUNTARY ANNOUNCEMENT

**(1) SUBSCRIPTION AGREEMENT; AND
(2) LICENCE AGREEMENT**

On 28 May 2014, after trading hours,

- (1) Timely Investments (a wholly-owned subsidiary of the Company) entered into the Subscription Agreement with the Target, pursuant to which Timely Investments has conditionally agreed to subscribe for, and the Target has conditionally agreed to allot and issue, the Subscription Shares at the Subscription Price, upon and subject to the terms and conditions of the Subscription Agreement; and
- (2) Golden Weapon (a wholly-owned subsidiary of the Company) entered into the Licence Agreement with WildHammer, pursuant to which Golden Weapon is granted with the Operating Licence for the Licence Period.

This is a voluntary announcement made by the Company.

On 28 May 2014, after trading hours,

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* *For identification purposes only*

and issue, the Subscription Shares at the Subscription Price, upon and subject to the terms and conditions of the Subscription Agreement; and

- (2) Golden Weapon (a wholly-owned subsidiary of the Company) entered into the Licence Agreement with WildHammer, pursuant to which Golden Weapon is granted with the Operating Licence for the Licence Period.

Major terms of the Subscription Agreement and the Licence Agreement are set out below.

(1) SUBSCRIPTION AGREEMENT

Date

28 May 2014

Parties

- (i) Timely Investments, a wholly-owned subsidiary of the Company; and
- (ii) the Target.

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

Subject matter of the Subscription Agreement

Timely Investments has conditionally agreed to subscribe for, and the Target has conditionally agreed to allot and issue, the Subscription Shares at the Subscription Price. The Subscription Shares will represent 12.5% of the issued share capital of the Target as enlarged by the issue of the Subscription Shares.

Completion

Completion will take place on the Completion Date, which shall be conditional upon and subject to:

- (i) completion of the Acquisition having taken place and that the entire equity interest of WildHammer is wholly-owned by ZBA, and that the Target and its subsidiaries having obtained all necessary approval from or completed all necessary filing at the relevant government authorities; and

- (ii) the representations, warranties and undertakings of the Target as set out in the Subscription Agreement remaining true, accurate and not misleading in all respects.

The satisfaction of conditions precedent (ii) above is capable of being waived by Timely Investments.

If all the above conditions are not satisfied (or waived (where applicable)) prior to 4:00 p.m. on the Long Stop Date, all obligations of Timely Investments and the Target under the Subscription Agreement shall cease and determine and neither the Target nor Timely Investments shall have any claim against the other in relation to the Subscription Agreement, save in respect of any antecedent breaches of any obligation thereunder.

Upon Completion, the Target will be owned as to 12.5% by the Group through Timely Investments.

Options

In consideration of Timely Investments' entering into the Subscription Agreement, the Options are granted to Timely Investments by the Target. The Options represent rights of Timely Investments to subscribe for additional shares in the Target.

The Option A is exercisable by Timely Investments during the period from 1 April 2015 to 31 March 2016 (both dates inclusive) requiring the Target to allot and issue the Option A Shares (which will represent 12% of the then issued share capital of the Target as enlarged by the Option A Shares) to Timely Investments at the exercise price as calculated by the formula set out below:

$$A = (B \times 8.5) \times 12\%$$

A = the exercise price of the Option A

B = the audited consolidated profit after tax of ZBA for the year ending 31 December 2014 (as shown in the audited consolidated financial statements of ZBA prepared in accordance with the applicable accounting principles in Hong Kong), provided that such profit shall be more than RMB8,000,000

For the avoidance of doubt, in the event ZBA records profit after tax of not more than RMB8,000,000 or records loss after tax for the year ending 31 December 2014, Timely Investments is not entitled to exercise the Option A.

The Option B is exercisable by Timely Investments during the period from 1 April 2016 to 31 March 2017 (both dates inclusive) requiring the Target to allot and issue the Option B Shares (which will represent 12% of the then issued share capital of the Target as enlarged by the Option B Shares) to Timely Investments at the exercise price as calculated by the formula set out below:

$$C = (D \times 8.5) \times 12\%$$

C = the exercise price of the Option B

D = the audited consolidated profit after tax of ZBA for the year ending 31 December 2015 (as shown in the audited consolidated financial statement of ZBA prepared in accordance with the applicable accounting principles in Hong Kong)

For the avoidance of doubt, in the event ZBA does not record profit after tax or records loss after tax for the year ending 31 December 2015, the exercise price of the Option B shall be US\$1.00 for each Option B Share.

In order to ascertain the exercise price of the Options, the Target undertakes that it will procure ZBA to deliver the audited financial statement of ZBA to Timely Investments within 90 days after the relevant year end date, failing which, the exercise price of the Option A and/or the Option B (as the case may be) shall be US\$1.00 per share of the Target.

The Company will comply with all relevant requirements of the GEM Listing Rules if it exercises the Options.

(2) LICENCE AGREEMENT

Date

28 May 2014

Parties

- (i) WildHammer as the grantor; and
- (ii) Golden Weapon, a wholly-owned subsidiary of the Company, as the grantee.

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

Subject Matter of the Licence Agreement

Golden Weapon is granted with the Operating Licence for the Licence Period. Golden Weapon is entitled to authorise or appoint third party to perform its obligations under the Licence Agreement.

Licence fee

Golden Weapon and WildHammer will share the monthly income from the service fee paid by the users of the Game in accordance with the terms of the Licence Agreement.

INFORMATION OF THE TARGET

The Target is a company incorporated in Samoa with limited liability in 2013 whose principal business activity is investment holding. As at the date of this announcement, it holds the entire issued share capital of ZBA.

ZBA is a company incorporated in Hong Kong with limited liability in 2014 and is a wholly-owned subsidiary of the Target. As at the date of this announcement, ZBA did not carry on any business activities.

As at the date of this announcement, ZBA is in the course of acquiring 100% equity interest of WildHammer. WildHammer is a company incorporated in the PRC with limited liability in 2013, which is principally engaged in, among others, the technology development of computer and digital products, information technology, technical services, development and sales of software and hardware, and webpage design. WildHammer is the sole owner of the copyright and other intellectual property rights of the Game.

REASONS FOR AND BENEFITS OF THE SUBSCRIPTION AGREEMENT AND THE LICENCE AGREEMENT

The Group is principally engaged in (i) provision of IT services; (ii) money lending business; (iii) provision of medical diagnostic and health check services; and (iv) securities and property investments business.

The Directors consider the Subscription Agreement represents a good opportunity for the Group to further invest in the mobile-online games industry. The Directors also consider that the Licence Agreement would enable the Group to secure the use of certain intellectual property rights for the mobile-online games business. As the Target and its subsidiaries are engaged in the mobile-online games business, the Directors consider that the entering into of the Subscription Agreement and the Licence Agreement is in line with the Group's business

objective to become one of the leading players in the mobile-online game industry. The Board consider that the terms of the Subscription Agreement and the Licence Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The transactions contemplated under the Subscription Agreement and the Licence Agreement do not constitute notifiable transactions of the Company for the purpose of Chapter 19 of the GEM Listing Rules.

DEFINITIONS

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

“Acquisition”	the acquisition of the entire issued share capital of WildHammer by ZBA
“Board”	the board of Directors
“Business Day”	any day (excluding Saturday, Sunday or public holiday) in Hong Kong and the PRC
“BVI”	the British Virgin Islands
“Company”	Computech Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Growth Enterprise Market of the Stock Exchange
“Completion”	Completion of the Subscription in accordance with terms and conditions of the Subscription Agreement
“Completion Date”	the tenth Business Day following the date of fulfilment or waiver of all Conditions Precedent under the Subscription Agreement (or such other date as the parties to the Subscription Agreement may agree) on which Completion is to take place
“connected person(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Director(s)”	the director(s) of the Company

“Game”	the mobile device online game developed by WildHammer called “戰略傳奇” (English name for identification only, The RunsRush)
“GEM Listing Rules”	the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange
“Golden Weapon”	Golden Weapon Limited, a company incorporated in Hong Kong with limited liability and is a wholly-owned subsidiary of the Company
“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
“Independent Third parties”	third parties independent of the Company and its connected persons (as defined in the GEM Listing Rules)
“Licence Agreement”	the licence agreement dated 28 May 2014 and entered into between Golden Weapon and WildHammer
“Licence Period”	a period of three years from the date when the Game commences operation in the Regions
“Long Stop Date”	31 July 2014 (or such other date agreed by the Target and Timely Investments)
“Macau”	the Macau Special Administrative Region of the PRC
“Operating Licence”	the exclusive licence to operate the Game (i.e. to maintain the relevant procedure, software and hardware and undertake the marketing, sales and customer services) in the Regions
“Option A”	the option granted by the Target to Timely Investments which is exercisable during the period from 1 April 2015 to 31 March 2016 (both dates inclusive)

“Option A Shares”	the new shares of the Target which is to be allotted and issued to Timely Investments upon the exercise of the Option A
“Option B”	the option granted by the Target to Timely Investments which is exercisable during the period from 1 April 2016 to 31 March 2017 (both dates inclusive)
“Option B Shares”	the new shares of the Target which is to be allotted and issued to Timely Investments upon the exercise of the Option B
“Options”	the Option A and the Option B
“PRC”	the People’s Republic of China excluding, for the purpose of this announcement, Hong Kong, Macau and Taiwan
“Regions”	the regions of southeast Asia, Hong Kong, Macau and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	Shareholder(s) of the Company
“Subscription”	the subscription of the Subscription Shares
“Subscription Agreement”	the subscription agreement dated 28 May 2014 entered into between Timely Investments and the Target in relation to the Subscription
“Subscription Price”	an aggregate of RMB4,166,700 for the subscription of the Subscription Shares
“Subscription Shares”	125 new shares of the Target to be allotted and issued to Timely Investments at the Completion at the Subscription Price
“Target”	Youle Holdings Limited, a company incorporated in Samoa with limited liability

“Timely Investments”	Timely Investments Limited, a company incorporated in the BVI with limited liability and a wholly-owned subsidiary of the Company
US\$	United State dollars, the lawful currency of the United States of America
“WildHammer”	上海蠻錘數碼科技有限公司 (English name for identification only, Shanghai WildHammer Digital Technology Co., Ltd.), a company incorporated in the PRC with limited liability, which shall be a wholly-owned subsidiary of the Target at Completion
“ZBA”	ZBA Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Target

On behalf of the Board
Computech Holdings Limited
Zhang Xiongfeng
Chairman

Hong Kong, 28 May 2014

As at the date of this announcement, the Board comprises (i) three executive Directors, namely Mr. Zhang Xiongfeng, Mr. Zhang Peiao and Mr. Hung Kenneth, 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>.