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CHINLINK INTERNATIONAL HOLDINGS LIMITED

普匯中金國際控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 0997)

INSIDE INFORMATION

This announcement is made by Chinlink International Holdings Limited (the “**Company**”, together with its subsidiaries, the “**Group**”) pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong).

LETTER OF INTENT

On 6 January 2022, Chinlink Glory Limited (the “**Vendor**”), an indirect wholly-owned subsidiary of the Company, entered into a letter of intent (the “**Letter of Intent**”) with a company established in the People’s Republic of China (the “**Prospective Purchaser**”), in relation to a potential disposal of 100% of the equity interests in Real King International (Xi’an) Information Technology Company Limited# (匯景國際（西安）信息科技有限公司) and Chinlink Business Operation Management (Xi’an) Company Limited# (普匯中金商業運營管理（西安）有限公司) (the “**Target Companies**”) by the Vendor to the Prospective Purchaser (the “**Potential Disposal**”).

To the best of the knowledge, information and belief of the directors of the Company, and having made all reasonable enquires, the Prospective Purchaser is an independent third party not connected with the Company and its connected persons (as defined in the Listing Rules).

* *For identification purpose only*

Earnest money

Pursuant to the terms of the Letter of Intent, within 25 days upon signing of the Letter of Intent, the Prospective Purchaser shall pay an earnest money in the sum of RMB5,000,000 to the Vendor or such other party as may be designated by the Vendor. In the event any formal agreement in respect of the Potential Disposal is entered into by the Vendor and the Prospective Purchaser, the earnest money shall be applied towards satisfying part of the consideration for the Potential Disposal. The total consideration for the Potential Disposal will be determined by the parties at arm's length negotiation during the preparation of the formal agreement.

The earnest money was determined after arm's length negotiations between the parties. In the event that no formal agreement is entered into within 120 days after the date of the Letter of Intent, the earnest money will be refunded by the Vendor or such other party as may be designated by the Vendor to the Prospective Purchaser in full together with an additional fund occupancy fee calculated at 0.05% per day from the day the earnest money is received by the Vendor or such other party as may be designated by the Vendor to the actual date of refund to the Prospective Purchaser.

Due diligence

The Prospective Purchaser has the right after payment of the earnest money to conduct due diligence review in relation to the Target Companies within 60 days after the signing of the Letter of Intent, and the Group shall provide all necessary assistance to facilitate the due diligence review.

Exclusivity

Pursuant to the Letter of Intent, the Prospective Purchaser shall have the exclusive right to negotiate with the Vendor in relation to the Potential Disposal during the exclusivity period of 120 days from the date of the Letter of Intent (or up to the date on which the Prospective Purchaser decides not to proceed with the Potential Disposal, if earlier).

Formal agreement

If the Prospective Purchaser is satisfied with the results of its due diligence exercise, the parties shall negotiate in good faith on the terms of the formal agreement including but not limited to the total consideration and payment terms with the aim to enter into the formal agreement for the Potential Disposal within 120 days from the date of the Letter of Intent.

Binding effect

The terms of the Potential Disposal are subject to the terms of any formal agreements which may be entered into by the Vendor and the Prospective Purchaser. Save for the provisions of the Letter of Intent in relation to the earnest money, exclusivity, confidentiality and governing law and jurisdiction, the Letter of Intent is not legally binding.

If the Potential Disposal materialises, the transaction may constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules. Further announcement(s) in respect of the Potential Disposal will be made by the Company in accordance with the applicable requirements of the Listing Rules as and when appropriate.

As the Potential Disposal may or may not proceed, the shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company.

The English translation of Chinese names marked with “#” in this announcement, where indicated, is included for identification purpose only, and should not be regarded as the official English translation of such Chinese names.

By order of the Board
Chinlink International Holdings Limited
Li Weibin
Chairman

Hong Kong, 6 January 2022

As at the date of this announcement, the board of directors of the Company comprises three executive directors, namely Mr. Li Weibin, Mr. Siu Wai Yip and Mr. Lau Chi Kit; and three independent non-executive directors, namely Dr. Ho Chung Tai, Raymond, Ms. Lai Ka Fung, May and Ms. Chan Sim Ling, Irene.