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FUTURE WORLD FINANCIAL HOLDINGS LIMITED

未來世界金融控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 572)

**(I) COMPLETION OF MAJOR TRANSACTION IN
RELATION TO THE ACQUISITION OF THE ENTIRE ISSUED
SHARE CAPITAL OF THE TARGET COMPANY; AND
(II) DISCLOSEABLE AND NON-EXEMPTED CONTINUING
CONNECTED TRANSACTIONS:
MASTER SERVICES AGREEMENT
AND
LOAN TRANSACTION**

(I) COMPLETION OF THE ACQUISITION

The Company is pleased to announce that Completion of the Acquisition has taken place on 25 April 2018 and 1,793,103,448 Consideration Shares have been allotted and issued to the Vendor's nominee, Main Purpose Investments Limited, in accordance with the terms of the Sale and Purchase Agreement. Upon Completion, CSPT Group is interested in an aggregate 2,174,933,636 Shares, representing approximately 18.78% of the issued share capital of the Company and becomes a substantial shareholder of the Company. Hence, each of CSPT and its associates is a connected person of the Company for the purposes of the Listing Rules.

(II) DISCLOSEABLE AND NON-EXEMPTED CONTINUING CONNECTED TRANSACTIONS: MASTER SERVICES AGREEMENT AND LOAN TRANSACTION

Master Services Agreement

The Company announces that on 25 April 2018 (after trading hours), the Company and CWSI entered into the Master Services Agreement in relation to the provision of the Brokerage Services, the Margin Financing and the Corporate Finance Services by CWSI to the Group on an ongoing and non-exclusive basis.

Loan Transaction

The Company further announces that on 25 April 2018 (after trading hours), Globally Finance (as lender) entered into the Second Supplemental Loan Agreement with CSPT (as borrower) to further increase the Loan Facility amount under the Loan Agreement to up to HKD270,000,000, upon and subject to the terms and conditions set out in the Loan Agreement.

Implications under the Listing Rules

As each of CSPT and its associates, including CWSI, is a connected person of the Company for the purposes of the Listing Rules, the transactions between the Group and CWSI under the Master Services Agreement and the transactions between Globally Finance and CSPT under the Loan Agreement will therefore constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the applicable percentage ratios under the Listing Rules exceed 5% but are less than 25%, the entering into of the Master Services Agreement and the Loan Agreement constitutes discloseable transactions for the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules. Furthermore, the granting of the Loan Facility under the Loan Agreement constitutes provision of financial assistance by the Group under the Listing Rules. As the amount of the financial assistance granted to CSPT exceeds 8% under the assets ratio as defined under Rule 13.13 of the Listing Rules, the grant of the Loan Facility is also subject to the general disclosure obligations under Rule 13.15 of the Listing Rules.

As the applicable percentage ratios of the proposed annual caps for the transactions under the Master Services Agreement and the Loan Agreement exceed 5%, the Master Services Agreement, the Loan Agreement and the transactions contemplated thereunder are subject to reporting, announcement, Independent Shareholders' approval and annual review requirements pursuant to Chapter 14A of the Listing Rules.

EGM

The EGM will be convened to seek the Independent Shareholders' approval regarding the Master Services Agreement, the Loan Agreement and the proposed annual caps contemplated thereunder.

Establishment of Independent Board Committee

An Independent Board Committee, comprising the independent non-executive Directors, will be established to consider the terms of the Master Services Agreement, the Loan Agreement and the proposed annual caps, and advise the Independent Shareholders as to whether the Master Services Agreement, the Loan Agreement and the proposed annual caps were entered into in the ordinary and usual course of business, whether the terms of the Master Services Agreement, the Loan Agreement and the proposed annual caps are on normal commercial terms and whether they are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Appointing of Independent Financial Adviser

The Company will also appoint an independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the terms of the Master Services Agreement, the Loan Agreement, the proposed annual caps and the transactions contemplated thereunder.

Despatch of Circular

The Circular containing, among other things, (i) further information on the Master Services Agreement and the Loan Agreement; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice by an independent financial adviser to both the Independent Board Committee and the Independent Shareholders; and (iv) a notice of the EGM, will be despatched to the Shareholders on or before 17 May 2018.

(I) COMPLETION OF THE ACQUISITION

References are made to the announcement of the Company dated 29 December 2017 and the circular of the Company dated 20 March 2018 in relation to the Acquisition.

The Company is pleased to announce that Completion of the Acquisition has taken place on 25 April 2018 and 1,793,103,448 Consideration Shares have been allotted and issued to the Vendor's nominee, Main Purpose Investments Limited, in accordance with the terms of the Sale and Purchase Agreement.

Upon Completion, CSPT Group is interested in an aggregate 2,174,933,636 Shares, representing approximately 18.78% of the issued share capital of the Company and becomes a substantial shareholder of the Company. Hence, each of CSPT and its associates is a connected person of the Company for the purposes of the Listing Rules.

(II) DISCLOSEABLE AND NON-EXEMPTED CONTINUING CONNECTED TRANSACTIONS: MASTER SERVICES AGREEMENT AND LOAN TRANSACTION

A. Master Services Agreement

Introduction

Since December 2015, CWSI, an indirect wholly-owned subsidiary of CSPT has been providing the Brokerage Services and the Margin Financing to Golden Horse, a direct wholly-owned subsidiary of the Company, from time to time. As such, upon Completion, the aforesaid transactions will constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

On 25 April 2018 (after trading hours), the Company and CWSI entered into the Master Services Agreement in relation to the provision of the Brokerage Services, the Margin Financing and the Corporate Finance Services by CWSI to the Group on an ongoing and non-exclusive basis.

Principal Terms of the Master Services Agreement

The principal terms of the Master Services Agreement are as follows:

Date

25 April 2018 (after trading hours)

Parties

- (1) The Company (contracting for the Group); and
- (2) CWSI, an indirect wholly-owned subsidiary of CSPT.

Provision of Services

Pursuant to the Master Services Agreement, CWSI will provide (i) the Brokerage Services; (ii) the Margin Financing; and (iii) the Corporate Finance Services to the Group during the term of the Master Services Agreement. The provision of the above services shall be subject to the terms and conditions of the standard client agreement of CWSI from time to time. In return, the Group will pay (i) brokerage fees and other administration fees (the “**Brokerage Fees**”); (ii) interests on the Margin Financing; and (iii) service fees for the Corporate Finance Services (the “**Service Fees**”) to CWSI, respectively.

Term

From the date of the Master Services Agreement until 31 December 2020.

Price Determination

The Brokerage Fees shall be determined after arm’s length negotiations between the parties based on the trading volume of the Brokerage Services, the prevailing commission and fees charged by other independent brokers and securities companies for similar brokerage services and the fees charged by CWSI on independent clients for the same brokerage services.

In respect of the Margin Financing, the interest rate offered by CWSI shall be determined after arm's length negotiations between the parties and on normal commercial terms having taken into account the prevailing market interest rate in Hong Kong, the interest rates offered by CWSI to independent clients for comparable engagement and the historical amount of margin financing advanced to Golden Horse by CWSI since December 2015.

In respect of the Corporate Finance Services, the Service Fees (including but not limited to commission and fees for acting as placing agent or underwriter for the securities of the Company, if any) shall be determined after arm's length negotiations between the parties and on normal commercial terms based on prevailing service fees for similar services in the market, the fees charged by CWSI on independent clients for similar services and the historical service fees (including placing commission) charged by CWSI on the Group since December 2015.

Proposed Annual Caps

The proposed annual caps for (i) the Brokerage Fees, (ii) the maximum outstanding amount of the Margin Financing; (iii) the maximum interest amount of the Margin Financing; and (iv) the Service Fees for each of the period/years ending 31 December 2020 are as follows:

	From 1 June 2018 ^(Note) to 31 December 2018 HKD	For the year ending 31 December 2019 HKD	For the year ending 31 December 2020 HKD
Brokerage Fees	3,000,000	5,000,000	5,000,000
Maximum outstanding amount of the Margin Financing	100,000,000	100,000,000	100,000,000
Maximum interest amount of the Margin Financing	6,100,000	10,300,000	10,300,000
Service Fees	11,800,000	20,000,000	20,000,000

Note: The expected date of granting approval of the Master Services Agreement by the Independent Shareholders.

The above proposed annual caps have been determined after arm's length negotiations between the parties, taking into account the following factors:

(i) *Brokerage Fees*

The annual cap of Brokerage Fees is determined having taken into account (a) the historical maximum amount of the Brokerage Fees of approximately HKD570,000 paid by Golden Horse to CWSI during the financial year ending 31 December 2018; and (b) the anticipated future need for trading of securities by the Group in its business of securities trading and investment.

(ii) *Margin Financing*

The annual cap for the maximum outstanding amount of the Margin Financing is determined having taken into account the following factors:

- (a) The percentage of the market value of the collaterals maintained in the securities account of Golden Horse with CWSI (the "**Margin Ratio**"), as may be determined by CWSI from time to time, based on the quality of such collaterals. Depending on the quality of different collaterals maintained by Golden Horse with CWSI, the Margin Ratio has been ranging from around 30% to 85% in general. As at 30 January 2018, the maximum market value of listed securities maintained in the securities account of Golden Horse with CWSI was approximately HKD1.3 billion, and the corresponding maximum margin value available to Golden Horse was approximately HKD482 million;
- (b) The maximum amount of margin financing of approximately HKD58.8 million as at 30 January 2018 applied by Golden Horse;
- (c) The Group's perception on the securities market and its investment strategies; and
- (d) A buffer to allow higher flexibility for the Group to conduct investment and trading activities in the future.

The annual cap for the maximum amount of interest of the Margin Financing is determined based on the current interest rate offered to Golden Horse by CWSI.

(iii) Service Fees

The annual cap for the Service Fees is determined having taken into account (a) the total amount of placing commission of approximately HKD11.6 million paid to CWSI, which acted as the placing agent in the placing of 400,000,000 Shares and 427,000,000 Shares respectively conducted by the Company in the financial year ended 31 December 2017; and (b) the need for relevant corporate finance services from CWSI in relation to the possible fundraising activities of the Group in the future, such as acting as placing agent or underwriter for the securities of the Company.

Reasons for and Benefits of the Master Services Agreement

The Directors (excluding (i) Mr. Chen and Mr. Yu who have abstained from voting at the Board meeting; and (ii) the independent non-executive Directors who will express their view after receiving advice from the independent financial adviser) consider that the entering into of the Master Services Agreement and the subsequent provision of the Brokerage Services, the Margin Financing and the Corporate Finance Services may assist the Group to develop its business of securities trading and investment and obtain financing to further develop its businesses. Furthermore, the terms of the Master Services Agreement have been determined after arm's length negotiation between the parties, pursuant to which (i) the Brokerage Fees shall be based on, among others, the trading volume of the Brokerage Services, the prevailing commission and fees charged by other independent brokers and securities companies for similar brokerage services, and the fees charged by CWSI on independent clients for the same brokerage services; (ii) the interest rate in connection with the Margin Financing shall be determined based on normal commercial terms having taken into account, among others, the prevailing market interest rate in Hong Kong and the interest rates offered by CWSI to independent clients for comparable engagement; (iii) the Service Fees shall be determined based on normal commercial terms based on, among others, prevailing service fees for similar services in the market, the fees charged by CWSI on independent clients for similar services; and (iv) the provision of the services under the Master Services Agreement shall be subject to the terms and conditions of the standard client agreements of CWSI from time to time.

Accordingly, the Directors (excluding (i) Mr. Chen and Mr. Yu who have abstained from voting at the Board meeting and; (ii) the independent non-executive Directors who will express their view after receiving advice from the independent financial adviser) are of the view that the terms of the Master Services Agreement (including the relevant proposed annual caps) are fair and reasonable and are normal commercial terms, and that the entering into of the Master Services Agreement is in the ordinary and usual course of business of the Group and is in the interest of the Company and the Shareholders as a whole.

B. Loan Transaction

Introduction

Reference is made to the announcement of the Company dated 19 September 2017 in relation to the entering into of the First Supplemental Loan Agreement between Globally Finance (a direct wholly-owned subsidiary of the Company) as lender and CSPT as borrower. Pursuant to the First Supplemental Loan Agreement, the Loan Facility amount under the Original Loan Agreement available was increased to up to HKD150,000,000.

On 25 April 2018 (after trading hours), Globally Finance and CSPT entered into the Second Supplemental Loan Agreement to further increase the Loan Facility amount under the Original Loan Agreement to up to HKD270,000,000.

Upon Completion, the transaction contemplated under the Loan Agreement will constitute continuing connected transaction of the Company under Chapter 14A of the Listing Rules.

Principal Terms of the Loan Agreement

A summary of the principal terms of the Loan Agreement is set out below.

Date: 7 September 2017 (as supplemented by the First Supplemental Loan Agreement on 19 September 2017 and the Second Supplemental Loan Agreement on 25 April 2018)

Parties: (1) Globally Finance as lender
(2) CSPT as borrower

Globally Finance is a company incorporated in Hong Kong and is a direct wholly-owned subsidiary of the Company.

CSPT is a company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 139).

Facility amount: HKD270,000,000

Interest rate: 8% per annum

Availability period: the period commencing from the date of the Loan Agreement and ending on 31 December 2020

Repayment date: 31 December 2020 (or such earlier date as Globally Finance and CSPT may agree in writing) or such earlier date of repayment as demanded by Globally Finance.

Globally Finance shall have the overriding right at any time by written notice to CSPT to demand early repayment of the Loan Facility drawn and all interest accrued thereon and CSPT shall within ten (10) Business Days from the date of such notice repay the Loan(s).

Conditions precedent: The obligation of Globally Finance to advance Loan(s) to CSPT under the Loan Agreement shall be subject to the fulfillment of the following conditions:

- (a) all necessary approvals, consents, authorizations and licenses in relation to the transaction contemplated under the Loan Agreement having been obtained;
- (b) all representations and warranties made by CSPT in the Loan Agreement or in connection therewith shall be true and correct with the same effect as made on and as of the relevant drawdown date(s) with reference to the facts and circumstances then subsisting;
- (c) no event of default shall have occurred;
- (d) Globally Finance having received such other documents, evidence and financial and other information relating to any matter contemplated under the Loan Agreement as Globally Finance may require; and
- (e) the passing of necessary resolutions by the Independent Shareholders at the EGM to be held and convened to approve, confirm and ratify the Loan Agreement and the transaction contemplated thereunder.

Default: If CSPT defaults in repayment on the due date of any sum, interest or other amounts payable under the Loan Agreement, it shall pay interest on such overdue sums from the due date until payment in full (before and after judgment) at the rate of 8% per annum (“**Default Interest**”). Globally Finance may serve a written notice to CSPT after the Repayment Date confirming the total amount of the Default Interest, and CSPT shall settle the Default Interest in full within ten (10) Business Days upon receipt of such notice.

Funding of the Loan Facility

The Group will finance the Loan Facility with its internal resources.

Proposed Annual Caps

Under the Loan Agreement, the proposed annual caps for the maximum principal amount outstanding and the maximum interest amount in relation to the Loan for each of the period from the expected drawdown date upon fulfillment of the conditions precedent to 31 December 2018 and the two years ending 31 December 2020 are as follows:

	From 1 June 2018 ^(Note) to 31 December 2018 HKD	For the year ending 31 December 2019 HKD	For the year ending 31 December 2020 HKD
Maximum principal amount outstanding	270,000,000	270,000,000	270,000,000
Maximum interest amount	12,700,000	21,600,000	21,600,000
Proposed annual caps	282,700,000	291,600,000	291,600,000

Note: The expected drawdown date upon fulfillment of the conditions precedent set forth above.

The proposed annual caps were determined with reference to the following factors:

- (i) The historical transaction amounts of the Loan provided to CSPT by Globally Finance since September 2017. No loan had been granted to CSPT by Globally Finance prior to the entering into of the Original Loan Agreement on 7 September 2017. For the year ended 31 December 2017, the maximum principal amount outstanding was HKD150,000,000 and the maximum interest amount was HKD2,695,000; and

- (ii) The aggregate principal amount outstanding under the Loan to be granted by Globally Finance to CSPT and the annual interest payable under the Loan Agreement, based on the assumption that CSPT will borrow up to HKD270,000,000 for each of the above periods respectively. Pursuant to the Loan Agreement, it was agreed that CSPT shall pay interest on the aggregate principal amount outstanding under the Loan from time to time at the interest rate of 8% per annum.

Reasons for and Benefits of the Loan Agreement

As the Loan has been generating interest income to Globally Finance, the Company believes it as a good opportunity to obtain higher returns in terms of interest income for the Group by increasing the amount of the Loan Facility to up to HKD270,000,000. Having considered that (i) the grant of the Loan Facility to CSPT is in line with the ordinary and usual course of business of Globally Finance and is on normal commercial terms; and (ii) the interest rate under the Loan Agreement is relatively attractive as it is much higher than the interest rate for six-month fixed deposit in the banks in Hong Kong, the Company further believes that the advance of the Loan to CSPT represents an investment opportunity which is beneficial to the Company.

The terms of the Loan Agreement, including the interest rate and the proposed annual caps under the Loan Agreement, were agreed by the parties after arm's length negotiations having taken into account the prevailing range of market interest rates and practices, the financial position and prospects of CSPT Group and the credit policy of Globally Finance.

The risk in associated with the grant of the Loan Facility to CSPT is the potential default of repayment by CSPT. The Group has adopted or will adopt the following internal control measures (the “**Internal Control Measures**”) to protect the interests of the Group and the Shareholders:

- (a) Reviewing the past credit records, backgrounds and assets records of CSPT in accordance with the credit policy of Globally Finance;

- (b) The financial controller of the Group (the “**Financial Controller**”) regularly monitors the liquidity status of the Group and ensures that the Group has sufficient cash flow for its operation. When a notice of drawing from CSPT at each tranche is received, the Financial Controller assesses the cash position of the Group in advance before allowing drawdown by CSPT;
- (c) The designated staff of the accounting department of the Group will closely monitor the outstanding loan balances under the Loan Agreement and report the status to the Financial Controller on bi-weekly basis to ensure that the outstanding loan balances will not exceed the proposed annual caps; and
- (d) The Financial Controller will report to the Directors (including the independent non-executive Directors) on half-yearly basis in relation to the status of the transaction contemplated under the Loan Agreement, including outstanding loan balances, interests and any event of default.

In evaluating the risks in associated with the grant of the Loan Facility to CSPT, the Directors have also considered the factors below:

- (a) Based on the annual report of CSPT for the financial year ended 31 March 2017 and the interim report of CSPT for the six months ended 30 September 2017, the net assets value of CSPT Group was able to cover the maximum principal amount and maximum interest amount of the Loan;
- (b) Based on the annual report of CSPT for the financial year ended 31 March 2017 and the interim report of CSPT for the six months ended 30 September 2017, CSPT Group will have sufficient sources of income to repay the Loan; and
- (c) To the best of the Directors’ knowledge and information, the Directors are not aware of any material default by CSPT in loan repayment in the past.

In view of the above factors and the Internal Control Measures, the Directors (excluding (i) Mr. Chen and Mr. Yu who have abstained from voting at the Board meeting; and (ii) the independent non-executive Directors who will express their view after receiving advice from the independent financial adviser) consider that (a) the Loan Agreement (including the proposed annual caps) was entered into on normal commercial terms; (b) the terms of the Loan Agreement (including the principal amount, the interest rate and the proposed annual caps) are fair and reasonable; (c) the risks in associated with the grant of the Loan Facility to CSPT is relatively low; and (d) having taken into account of the stream of interest income expected to be derived from the Loan, the Loan Agreement is in the interests of the Company and the Shareholders as a whole.

INFORMATION OF THE GROUP AND GLOBALLY FINANCE

The Group is principally engaged in (i) securities trading and investment; (ii) provision of financing services; (iii) investment property in Hong Kong; (iv) e-commerce business; and (v) trading business and related services.

Globally Finance is a company incorporated in Hong Kong with limited liability and is a direct wholly-owned subsidiary of the Company. It is principally engaged in money lending and related business in Hong Kong and holds a valid Money Lenders Licence under the provisions of the Money Lenders Ordinance (Chapter 163 of the Laws of Hong Kong) to carry out its business.

INFORMATION OF CSPT GROUP AND CWSI

CSPT Group is principally engaged in trading and distribution of electronic and accessory products and other merchandise, financial investments and trading and money lending business. As at the date of this announcement, the Group (through its subsidiaries) is interested in 1,070,621,316 ordinary shares of CSPT, representing approximately 8.42% of the issued share capital of CSPT as at the date of this announcement.

CWSI, an indirect wholly-owned subsidiary of CSPT, has obtained the Stock Exchange Trading Right from the Stock Exchange and licenses from the Securities and Futures Commission of Hong Kong to carry out type 1 (dealing in securities) and type 4 (advising on Securities) regulated activities.

IMPLICATIONS UNDER THE LISTING RULES

As each of CSPT and its associates, including CWSI, is a connected person of the Company for the purposes of the Listing Rules, the transactions between the Group and CWSI under the Master Services Agreement and the transactions between Globally Finance and CSPT under the Loan Agreement will therefore constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

At the Board meeting held to approve the Master Services Agreement and the Loan Agreement, Mr. Chen and Mr. Yu, being common directors of CSPT and the Company, were considered to be interested in the transactions contemplated under the Master Services Agreement and the Loan Agreement, and have abstained from voting on the relevant Board resolutions relating to the Master Services Agreement, the Loan Agreement and the transactions contemplated thereunder. Apart from the aforesaid, none of the Directors has any material interest in the abovementioned transactions and is required to abstain from voting on the Board resolutions approving the Master Services Agreement, the Loan Agreement and the transactions contemplated thereunder.

As the applicable percentage ratios under the Listing Rules exceed 5% but are less than 25%, the entering into of the Master Services Agreement and the Loan Agreement constitutes discloseable transactions for the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under the Listing Rules. Furthermore, the granting of the Loan Facility under the Loan Agreement constitutes provision of financial assistance by the Group under the Listing Rules. As the amount of the financial assistance granted to CSPT exceeds 8% under the assets ratio as defined under Rule 13.13 of the Listing Rules, the grant of the Loan Facility is also subject to the general disclosure obligations under Rule 13.15 of the Listing Rules.

As the applicable percentage ratios of the proposed annual caps for the transactions under the Master Services Agreement and the Loan Agreement exceed 5%, the Master Services Agreement, the Loan Agreement and the transactions contemplated thereunder are subject to reporting, announcement, Independent Shareholders' approval and annual review requirements pursuant to Chapter 14A of the Listing Rules. Appropriate disclosure of the above transactions will be made in the next published annual report and accounts of the Company in accordance with the Listing Rules.

As any Shareholders who are involved in or interested in the Master Services Agreement, the Loan Agreement and the transactions contemplated thereunder are required to abstain from voting on the relevant ordinary resolution(s) approving the Master Services Agreement, the Loan Agreement and the transactions contemplated thereunder, each of Mr. Chen, Mr. Yu, CSPT, the relevant directors of CSPT and their respective associates will abstain from voting on the relevant ordinary resolution(s) to be proposed at the EGM. To the best of the knowledge, information and belief of the Directors, having made all reasonable enquiries, save for the aforementioned, no Shareholder (or its associates) has any material interest in the transactions contemplated under the Master Services Agreement and the Loan Agreement.

GENERAL

EGM

The EGM will be convened to seek the Independent Shareholders' approval regarding the Master Services Agreement, the Loan Agreement and the proposed annual caps contemplated thereunder.

ESTABLISHMENT OF INDEPENDENT BOARD COMMITTEE

An Independent Board Committee, comprising the independent non-executive Directors of the Company, will be established to consider the terms of the Master Services Agreement, the Loan Agreement and the proposed annual caps and advise the Independent Shareholders as to whether the Master Services Agreement, the Loan Agreement and the proposed annual caps were entered into in the ordinary and usual course of business, whether the terms of the Master Services Agreement, the Loan Agreement and the relevant proposed annual caps are on normal commercial terms and whether they are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

APPOINTING OF INDEPENDENT FINANCIAL ADVISER

The Company will also appoint an independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the terms of the Master Services Agreement, the Loan Agreement, the proposed annual caps and the transactions contemplated thereunder.

DESPATCH OF CIRCULAR

The Circular containing, among other things, (i) further information on the Master Services Agreement and the Loan Agreement; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice by an independent financial adviser to both the Independent Board Committee and the Independent Shareholders; and (iv) a notice of the EGM, will be despatched to the Shareholders on or before 17 May 2018.

DEFINITIONS

Unless the context otherwise requires, the following expressions in this announcement shall have the following meanings:

“Acquisition”	the acquisition of the Sale Share and Sale Loan under the Sale and Purchase Agreement
“associates”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors from time to time
“Brokerage Services”	brokerage services for trading of securities, futures and options contracts in Hong Kong and/or any other overseas exchanges
“Business Day”	a day on which licensed banks in Hong Kong are generally open for business (other than a Saturday, Sunday or public holiday)
“Circular”	the circular to be issued by the Company to the Shareholders in accordance with the Listing Rules in respect of the Master Services Agreement, the Loan Agreement and the transactions contemplated thereunder

“Company”	Future World Financial Holdings Limited (未來世界金融控股有限公司), a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange
“Completion”	completion of the Acquisition in accordance with the Sale and Purchase Agreement
“connected person”	has the meaning ascribed to it under the Listing Rules
“Consideration Shares”	1,793,103,448 Shares allotted and issued by the Company at the issue price of HKD0.145 per Consideration Share to the Vendor (or such designated party as the Vendor may direct) pursuant to the terms of the Sale and Purchase Agreement
“Corporate Finance Services”	corporate finance services in relation to possible fundraising activities of the Group, including but not limited to acting as placing agent or underwriter for the securities of the Company
“CSPT”	China Soft Power Technology Holdings Limited (中國軟實力科技集團有限公司), a company incorporated in Bermuda with limited liability and its issued ordinary shares are listed on the Main Board of the Stock Exchange (stock code: 139)
“CSPT Group”	CSPT and its subsidiaries
“CWSI”	Central Wealth Securities Investment Limited, a company incorporated in Hong Kong with limited liability and an indirect wholly-owned subsidiary of CSPT
“Directors”	directors of the Company

“EGM”	an extraordinary general meeting to be convened by the Company for the purpose of, if thought fit, approving the Master Services Agreement, the Loan Agreement and the transactions contemplated thereunder
“First Supplemental Loan Agreement”	the supplemental loan agreement dated 19 September 2017 and entered into between CSPT as borrower and Globally Finance as lender in relation to the increase of the Loan Facility amount to up to HKD150,000,000
“Globally Finance”	Globally Finance Limited, a company incorporated in Hong Kong with limited liability, a direct wholly-owned subsidiary of the Company
“Golden Horse”	Golden Horse Hong Kong Investment Limited, a company incorporated in Hong Kong with limited liability and a direct wholly-owned subsidiary of the Company
“Group”	the Company and its subsidiaries
“HKD”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the independent committee of the Board, the members of which consist of the independent non-executive Directors, formed to advise the Independent Shareholders with respect to the Master Services Agreement, the Loan Agreement and the transactions contemplated thereunder

“Independent Shareholders”	Shareholders other than Mr. Chen, Mr. Yu, CSPT, the relevant directors of CSPT and their respective associates
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) whom, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and its connected persons of the Company in accordance with the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan(s)”	the revolving loan(s) to be drawn by CSPT under the Loan Facility granted by Globally Finance to CSPT under the Loan Agreement
“Loan Agreement”	collectively, the Original Loan Agreement, the First Supplemental Loan Agreement and the Second Supplemental Loan Agreement
“Loan Facility”	a revolving loan facility granted by Globally Finance under the Loan Agreement to CSPT
“Margin Financing”	granting of margin facilities
“Master Services Agreement”	the master services agreement dated 25 April 2018 and entered into between the Company and CWSI in relation to the provision of the Brokerage Services, the Margin Financing and the Corporate Finance Services by CWSI to the Group

“Mr. Chen”	Mr. Chen Xiaodong, the chief executive officer and an executive Director
“Mr. Yu”	Mr. Yu Qingrui, an executive Director
“Original Loan Agreement”	the loan agreement dated 7 September 2017 and entered into between CSPT as borrower and Globally Finance as lender in relation to the grant of the Loan Facility, which was amended and supplemented by the First Supplemental Loan Agreement and the Second Supplemental Loan Agreement
“PRC”	the People’s Republic of China
“Purchaser”	Wise Victory Group Limited, a company incorporated in the British Virgin Islands with limited liability and a direct wholly-owned subsidiary of the Company
“Sale and Purchase Agreement”	the sale and purchase agreement dated 29 December 2017 and entered into between the Vendor and the Purchaser for the sale and purchase of the Sale Share and Sale Loan
“Sale Loan”	all obligations, liabilities and debts owing or incurred by the Target Company to the Vendor and its associates on or at any time prior to Completion whether actual, contingent or deferred and irrespective of whether the same is due and payable on Completion which as at the date of Completion, amounted to approximately HKD44,000,000
“Sale Share”	one (1) issued share of the Target Company, representing the entire issued share capital of the Target Company

“Second Supplemental Loan Agreement”	the supplemental loan agreement dated 25 April 2018 and entered into between CSPT as borrower and Globally Finance as lender in relation to the increase of the Loan Facility amount to up to HKD270,000,000
“Shareholders”	holders of the Shares
“Shares”	ordinary shares of HKD0.001 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target Company”	Goodview Assets Limited, a company incorporated in the British Virgin Islands with limited liability
“Vendor”	Winsey Enterprises Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of CSPT
“%”	per cent

By order of the Board
Future World Financial Holdings Limited
Siu Yun Fat
Chairman

Hong Kong, 25 April 2018

As at the date of this announcement, the Board comprises (i) five executive Directors, namely Mr. Siu Yun Fat, Mr. Chen Xiaodong, Mr. Cai Linzhan, Mr. Lau Fai Lawrence and Mr. Yu Qingrui; and (ii) three independent non-executive Directors, namely Mr. Siu Siu Ling, Robert, Mr. Tam Tak Wah and Mr. Zheng Zongjia.