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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of December 2019

Commission File Number: 001-38876

**ATIF HOLDINGS LIMITED**

Room 3803,  
Dachong International Centre, 39 Tonggu Road  
Nanshan District, Shenzhen, China  
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

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## **Entry into a Material Definitive Agreement**

On December 20, 2019, ATIF Limited, a private limited company incorporated in Hong Kong (“ATIF HK”) and an indirect wholly-owned subsidiary of ATIF Holdings Limited (the “Company”), a British Virgin Islands business company, entered into an Agreement for Sale and Purchase in Respect of Shares and Subordinated Loan of Sinofortune Securities Limited (the “Agreement”) with Sinofortune Financial Holdings (BVI) Limited, a private limited company incorporated in the British Virgin Islands (the “Seller”), which is a wholly-owned subsidiary of Sinofortune Financial Holdings Limited (the “Listco”), a public limited company incorporated in the Cayman Islands.

Sinofortune Securities Limited, a limited company incorporated in Hong Kong (the “Target”), is licensed by the Securities and Futures Commission of Hong Kong (the “SFC”) to carry on Type 1 (dealing in securities), Type 2 (dealing in futures contracts), and Type 4 (advising on securities) regulated activities under the SFC.

Pursuant to the Agreement, ATIF HK agreed (i) to purchase from the Seller, 67,000,000 ordinary shares of the Target, representing 100% of the equity interests of the Target and (ii) to purchase from the Listco, an unsecured interest bearing subordinated loan with a principal amount of HK\$10,000,000 (the “Subordinated Loan”) which was rendered to the Target by the Listco under a Subordinated Loan Agreement dated August 26, 2011, entered amongst the Listco, the Target, and the SFC (the “Subordinated Loan Agreement”) (collectively, the “Acquisition”). As consideration of the Acquisition, ATIF HK agreed to pay a cash consideration amounting to HK\$5,700,000 plus the NAV (Net Asset Value) of the Target as of the closing of the Acquisition, which NAV was estimated to be approximately HK\$9,600,000 and should not exceed HK\$9,700,000.

Upon signing the Agreement, ATIF HK is required to pay a deposit to the Seller in the amount of HK\$1,710,000, and the remaining balance will be paid on the closing of the Acquisition. The Acquisition is subject to the SFC’s approval of the change of substantial shareholder of the Target and the assignment of the Subordinated Loan and the Subordinated Loan Agreement from the Listco to ATIF HK, and is expected to be completed within 15 business days after ATIF HK obtains such an approval.

The foregoing description of the terms of the Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Agreement, which is attached hereto as Exhibits 10.1.

A copy of the press release announcing the Acquisition is attached hereto as Exhibit 99.1 and incorporated herein by reference.

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

### **ATIF Holdings Limited**

Date: December 26, 2019

By: /s/ Jun Liu

Name: Jun Liu

Title: Chief Executive Officer

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## EXHIBIT INDEX

Exhibit No.	Description
<a href="#"><u>10.1</u></a>	<a href="#"><u>Agreement for Sale and Purchase in Respect of Shares and Subordinated Loan of Sinofortune Securities Limited dated December 20, 2019, by and between ATIF Limited and Sinofortune Financial Holdings (BVI) Limited</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release</u></a>

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Date: 20 December 2019

日期: 2019年12月20日

**ATIF Limited**

**and**

**Sinofortune Financial Holdings (BVI) Limited**

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**Agreement for Sale and Purchase in respect of shares  
and subordinated loan of**

中國證券有限公司

**Sinofortune Securities Limited**

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THIS AGREEMENT is made on 20 December 2019

此項協議於2019年12月20日訂立:-

- (1) ATIF Limited, a private limited company incorporated in Hong Kong, with its business address at Suites 1903-04, 19/F, AXA Tower, Landmark East, 100 How Ming Street, Kwun Tong, Kowloon, Hong Kong (the “**Purchaser**”); and

ATIF Limited, 一間在香港註冊的私人有限公司，其業務地址為香港九龍觀塘區康翠軒19樓1903-04室，即“**購買者**”；及

- (2) Sinofortune Financial Holdings (BVI) Limited, a private limited company incorporated in the British Virgin Islands, with the registered office address of Pasea Estate, Road Town, Tortola, British Virgin Islands (the “**Vendor**”).

Sinofortune Financial Holdings (BVI) Limited, 一間在英屬維京群島註冊的私人有限公司，其註冊地址為帕沙地，路敦鎮，托托拉，英屬維京群島，即“**賣方**”。

WHEREAS :-

茲因

- (A) Sinofortune Securities Limited, is a limited company incorporated in the Hong Kong Special Administrative Region of the People’s Republic of China, and having its registered office at 16/F, CMA Building, 64-66 Connaught Road Central, Hong Kong (the “**Company**” or “**Sinofortune**”), the particular of which are set out in Schedule 1 of this Agreement. Sinofortune is licensed by the Securities and Futures Commission (the “**SFC**”), with its SFC Central Entity Number of AHH123. Sinofortune holds valid licence to carry on Type 1 (Dealing in Securities), Type 2 (Dealing in Futures) and Type 4 (Advising on Securities) regulated activities (the “**SFC Licenses**”). A copy of the SFC Licence is exhibited in Schedule 2 of this Agreement. The Net Asset Value of Sinofortune is approximately HK\$9,600,000 as at 31 October 2019.

中國證券有限公司，一間在香港特別行政區註冊的有限公司，其註冊地址為香港中環康樂大廈16樓（“**公司**”或“**信豐**”），其詳情載於本協議的附表1。中國證券有限公司獲證券及期貨委員會（“**SFC**”）發給牌照，其SFC中央實體編號為AHH123。中國證券有限公司持有有效牌照，可從事第1類（證券交易）、第2類（期貨交易）及第4類（提供證券建議）的受規管活動（“**SFC牌照**”）。本協議的附表2展示了中國證券有限公司SFC牌照的副本。中國證券有限公司於2019年10月31日的淨資產價值約為\$9,600,000。

- (B) The Vendor holds 67,000,000 ordinary shares of the Company, representing 100% of the entire issued shares of the Company.

賣方持有67,000,000股公司的普通股，佔公司全部已發行股份的100%。

- (C) The Vendor is a wholly-owned subsidiary of Sinofortune Financial Holdings Limited (“**Listco**”), a public limited company incorporated in the Cayman Islands whose shares are listed on GEM operated by The Stock Exchange of Hong Kong Limited with stock code: 8123.

賣方是信豐金融控股有限公司（“**Listco**”）的全資附屬公司，該公司為一間在開曼群島註冊的公眾有限公司，其股份在由香港聯合交易所有限公司操作的GEM上市，股票代碼為8123。



(D) As at the date of this Agreement, Listco has advanced a loan of HK\$10,000,000 to the Company by way of subordinated loan under the Subordinated Loan Agreement (as defined below) which was approved by the SFC.

10,000,000

(E) Vendor agreed to sell the Sale Shares (as defined below) and to procure the Listco to transfer and assign the Subordinated Loan (as defined below), the Purchaser has agreed to purchase the Sale Shares (as defined below) registered in the name of and beneficially owned by the Vendor and the Subordinated Loan (as defined below) from the Listco subject to the terms and conditions set out below.

IT IS HEREBY AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

In this Agreement (including recital), unless otherwise expressed or required by the context, the following words and expressions shall have the following meanings:

“Assignment”

“”

means the deed of assignment for Listco to assign the rights and benefits under the Subordinated Loan Agreement and the title of the Subordinated Loan and all accrued interest thereon to the Purchaser and for the Purchaser to undertake to subrogate the position of the Listco and assume and perform all obligations under the Subordinated Loan Agreement at Completion, which shall be in substantially the form as that exhibited in Schedule 4;

“2018 Audited Accounts”

“2018”

means the audited statement of financial position and statement of profit and loss and other comprehensive incomes of the Company for the year ended 31 December 2018, a copy of which is exhibited in Schedule 3 of this Agreement;

“Audited Completion Accounts”

“”

means the audited statement of financial position and statement of profit and loss and other comprehensive incomes of the Company for the period from 1 January 2020 to the Completion Date;



<b>“Board”</b> <b>“董事”</b>	means the board of directors of the Company;  董事
<b>“Business Day”</b> <b>“營業日”</b>	means a day (other than Saturday or a Sunday and any day on which a typical cyclone warning no.8 or above or a “black” rainstorm warning signal is hoisted or remains hoisted or in effect between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which licensed banks are generally open for business in Hong Kong;  (香港)的銀行通常開業的日子(即香港特別行政區政府宣佈懸掛八號或以上颱風警告信號或黑色暴雨警告信號在上午九時正至中午十二時正之間生效而沒有在中午十二時正或之前降下或停止的日子)
<b>“Completion”</b> <b>“完成”</b>	means completion of the sale and purchase of the Sale Shares and the Subordinated Loan as specified in Clause 5;  第5條所述的出售及購買
<b>“Completion Accounts”</b> <b>“完成賬目”</b>	means the unaudited balance sheet and profit and loss account of the Company, and the unaudited consolidated balance sheet and profit and loss account of the Company, covering the period from 1 January 2020 to the business day prior to the Completion Date, certified by a director of the Company;  本公司2020年1月1日至完成前一日之未經審核綜合資產負債表及損益賬目，以及本公司之未經審核資產負債表及損益賬目(經董事證明);
<b>“Completion Date”</b> <b>“完成日期”</b>	means the date to be agreed by the Parties, of which shall be a means a day that is within fifteen (15) Business Days from the date the Purchaser received the written approval from SFC regarding change of substantial shareholder, or such other date to be agreed by the Parties in writing;  自本公司收到香港證券及期貨事務監察委員會就重大股東變動之書面批准之日起十五(15)個營業日內，或由各方書面協定之日期;
<b>“Condition(s) Precedent”</b> <b>“先決條件”</b>	means the condition(s) for Completion as set out in Clause 4;  第4條所述的完成條件;
<b>“Consideration”</b> <b>“代價”</b>	means the sum payable by the Purchaser to Vendor for Sale Shares and the Subordinated Loan as set out in Clause 3.1;  根據第3.1條，購買人須向賣方支付的代價;



<p>“<b>Encumbrances</b>”</p> <p>“<b>抵押</b>”</p>	<p>means any claim, third-party interest, mortgage, charge, pledge, lien, share purchase option, pre-purchase right, priority trade-off, equity right, any property rights, priority or any type of mortgage interest, and any agreement or obligation that creates or grants such rights;</p> <p>任何權利、第三方的利益、抵押、押款、質押、留權、股份購買選擇權、預購買權、優先權、任何財產權利、優先權或任何類型的抵押利息，以及任何創造或授予此等權利的協議或義務；</p>
<p>“<b>GEM</b>”</p> <p>“<b>港交所</b>”</p>	<p>means GEM operated by The Stock Exchange of Hong Kong Limited;</p> <p>香港交易所；</p>
<p>“<b>GEM Listing Rules</b>”</p> <p>“<b>港交所上市規則</b>”</p>	<p>means the Rules Governing the Listing of Securities on GEM;</p> <p>香港交易所上市規則；</p>
<p>“<b>Hong Kong</b>”</p> <p>“<b>香港</b>”</p>	<p>the Hong Kong Special Administrative Region of the People’s Republic of China;</p> <p>香港特別行政區</p>
<p>“<b>Listco</b>”</p> <p>“<b>利豐</b>”</p>	<p>means <b>Sinofortune Financial Holdings Limited</b>, a public limited company incorporated in the Cayman Islands whose shares are listed on GEM operated by The Stock Exchange of Hong Kong Limited with stock code: 8123;</p> <p>利豐有限公司，一間在開曼群島註冊的公眾有限公司，其股份在港交所上市，股票代碼為8123；</p>
<p>“<b>Material Adverse Change</b>”</p> <p>“<b>重大不利變動</b>”</p>	<p>any event, change, occurrence or condition which has had, or would reasonably expect to have, a material adverse effect on the business, circumstances (financial and others), operation and assets of the Company and for the avoidance of doubt the occurrence of any social or political event or unrest or any downturn of the general economy of Hong Kong, the PRC, Asia or the world shall not be considered as Material Adverse Change ;</p> <p>任何事件、變動、發生或條件，其已對或將會合理預期對公司的業務、境況（財務及其他）、營運及資產產生重大不利影響，且為免生疑，任何社會或政治事件或動盪或任何香港、中國、亞洲或世界的經濟全面或局部衰退均不得被視為重大不利變動；</p>
<p>“<b>NAV</b>”</p> <p>“<b>淨資產</b>”</p>	<p>shall be equivalent to the amount of the total equity of the Company and the principal of the Subordinated Loan at the date of Completion, of which shall be approximately HK\$9,600,000 at the Completion Date, and shall not exceed HK\$9,700,000;</p> <p>應相等於公司在完成日期之總股本及附屬貸款本金，其金額約為港幣9,600,000元，且不得超過港幣9,700,000元；</p>



“Parties”  
“□□”

means the Purchaser and the Vendor, and each a “**Party**”;

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**“Responsible Officer(s)”**  
**“□□□□”**

responsible officer(s) of a licensed corporation as stipulated under the SFO;

[illegible]

“Sale Shares”  
“□□□□”

means 67,000,000 shares, representing 100% of the total issued shares of the Company;

□ 67,000,000□□□□□□□ □□□□□□□100%□□□

“Shareholder”  
“□□”

shareholder of the Company;

□□□□□;

“SFC”  
“□□□”

the Securities and Futures Commission of Hong Kong;

□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □

“SFO”  
“□□□□”

the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong;

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**“Subordinated Loan”**  
**“□□□□”**

means the interest bearing subordinated loan in the sum of HK\$10,000,000 advanced by Listco to the Company pursuant to the Subordinated Loan Agreement;

HK\$10,000,000

**“Subordinated Loan Agreement”**  
**“□□□□□□”**

means the agreement for revolving subordinated loan dated 26 August 2011 entered amongst Listco, the Company and SFC that was extended to 25 August 2021;

2011年8月26日至2021年8月25日;

“Warranties”  
“□□”

the representations and warranties given or made by the Vendor, as set out in Clause 7 of this Agreement).

[illegible]



- [illegible]

- “ ”

- ; □

- [illegible]

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- \$5,700,000(“”) +

- [illegible]



### ***Refund / Forfeiture of Deposit***

□ □ ▽ □ □ □

- (i) In the event the SFC does not approve the Application or the Purchaser serves three (3) Business Days' prior written notice to the Vendor to terminate the SPA within the first 6 months from the date of the signing of this Agreement, the Vendor shall refund partial Deposit for the amount of HK\$1,000,000 (without interest) to the Purchaser, and the remaining balance of the Deposit of HK\$710,000 shall be forfeited by the Vendor absolutely to compensate the Vendor on its loss of opportunity and need not be refunded to the Purchaser and this Agreement shall cease to have effect.

6. 本公司於民國106年12月31日，以現金方式收購本公司之子公司，其收購成本為美金\$1,000,000 (新台幣) 零元，扣除美金\$710,000 (新台幣) 零元之現金及有價證券，其收購成本為美金\$290,000 (新台幣) 零元。

- (ii) In the event the SFC does not approve the Application or the Purchaser serves three (3) Business Days' prior written notice to the Vendor to terminate this Agreement within the 7th to 12th month from the date of the signing of this Agreement, the Deposit of HK\$1,710,000 shall be forfeited by the Vendor absolutely to compensate the Vendor on its loss of opportunity and need not be refunded to the Purchaser and this Agreement shall cease to have effect.

[illegible]

- (iii) Subject to paragraphs (i) and (ii) above, in the event SFC does not approve the Application within the 12 months from the date of the signing of this Agreement, the entire Deposit of HK\$1,710,000 shall be forfeited by the Vendor absolutely to compensate the Vendor on its loss of opportunity and need not be refunded to the Purchaser and this Agreement shall cease to have effect.

(i) or (ii) [REDACTED] \$1,710,000 [REDACTED], [REDACTED]

[REDACTED]

- (iv) In the event SFC does not approve the Application, the Purchaser shall forthwith notify the Vendor in writing of the SFC's decision, in any event not later than three (3) Business Days from receipt of the decision of the SFC.

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- 3.3 Completion of the SPA and the Transaction (“**Completion**”) shall take place within 15 Business Days after the SFC approved the Purchaser to become the substantial shareholder of the Company. Upon Completion, Purchaser shall pay to the Vendor the remaining balance of the Consideration, of which is HK\$3,990,000 (70% of the Premium) and the NAV at the time of Completion. In the event SFC approves the Application, the Purchaser shall forthwith notify the Vendor in writing of the SFC’s decision, in any event not later than three (3) Business Days from receipt of the decision of the SFC.

15 (‘‘’’’’) , HK\$3,990,000 (70%)  
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- [illegible]

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[illegible]

□□□□ (□□□□□□□□);

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0000;

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[illegible]

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### 3.3

[illegible]

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## **RESPONSIBLE OFFICERS OF THE COMPANY**

- 6.1. The Vendor shall prior to Completion procure the Company enter into new employment agreements with the current two Responsible Officers (or their substitute(s) as the case may be) of the Company, with remuneration packages that shall not exceed 150% of the remuneration packages of the two Responsible Officers as at the date of this Agreement, and shall require the two Responsible Officers to serve at least six (6) months' notice to the Company to effect resignation from their employments as Responsible Officers of the Company.

[illegible]

## REPRESENTATIONS AND WARANNTIES



- 7.1. The Vendor hereby represents and warrants to the Purchaser that the matters set forth below are true, accurate and not misleading as of the date of this Agreement and upon Completion remains to be true, accurate and not misleading:

### 7.1.1 The Vendor:



- (i) When executed and delivered by both Parties, the Agreement constitutes valid and binding obligation of the Vendor;

- (ii) The Vendor has all the power to enter into and executed this Agreement and other documents anticipated to be completed and the transaction contemplated by this Agreement, and to perform its obligations under this Agreement;

[illegible]

- (iii) The Vendor is the sole legal and beneficial owner of the Sale Shares and has the absolute right to sell the Sale Shares to the Purchaser. Save and except the approval of the SFC, the Vendor does not require the approval of any third party to transfer the Sale Shares to the Purchaser; and

[illegible]







### Accounts and financial matters:

□□□□□□□:

- (i) The Completion Accounts are made in accordance with applicable laws and generally recognized accounting principles and standards; and

[illegible]

- (ii) The Completion Accounts truly and fairly disclose the financial and operating conditions of the Company;

Taxation:

11

- (i) The company have filed tax returns in accordance with all applicable laws and regulations (as required);

□□□□□□□□□□□□□□□□ (□□□□);

- (ii) The Completion Accounts include the tax liability arising from the Company in any circumstances (including delayed or assessed interim tax liability) arising from the date of the Completion Accounts; and

[illegible]

- (iii) Except as a result of day-to-day business operations, the Company has no further tax liability or subsequent tax liability in the future after the Completion Accounts.

[illegible]

### Real Properties:

111

The Company does not hold or have any interest or obligations, or lease obligation in any land or buildings.

[illegible]

Contracts:

□□:

- (i) The Company does not have any agreements, that is unusual and/or onerous, subject to termination penalty, and/or any agreement restricting the Company to conduct normal business, and/or any agreement that will seriously affecting its business or assets; and

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/  / :

[illegible][illegible][illegible][illegible]



- HK\$200,000 ( );



□□□□HK\$70,000□□□□□□□□□□;

[illegible]

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[illegible]

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□□□□□□□□ 30 □□□□□□□□□□□□□□□□□□



- 10.2 The Purchaser undertake to change the English and Chinese names of the Company to another names that does not use the word “Sinofortune” and/or “信豐” as soon as practicable but in any event not more than three (3) months from the Completion Date, and the Purchaser shall procure the Company to refrain from using the words “Sinofortune” and/or “信豐” in the future.

信豐有限公司3個月內將公司名稱更改為不含“Sinofortune”及“信豐”字樣

## 11. **CONFIDENTIALITY**

信豐

- 11.1 Save and except by operation of law, or order by court of any jurisdiction or the relevant government authority or in compliance of GEM Listing Rules or the Inside Information provisions of the SFO or with the prior written consent of the Parties to this Agreement, either Party in this Agreement may not disclose to any third party (save and except its professional representative, advisor or other person required by law) any information and content of this Agreement, or any documents, information, data, or business confidential information that one Party obtained from the other Party in respect of the Company or any person(s).

除法律、法院判決、有關政府當局之命令、GEM上市規則或證券及期貨條例之內部資料條文或經各方事先書面同意外，任何一方不得向任何第三方（法律要求之專業代表、顧問或其他人士除外）披露本協議之任何資料及內容，或任何文件、資料、數據或業務上之機密資料，而該等資料或文件乃由一方從另一方處獲得，有關該公司或任何人士。

## 12. **NOTICE**

信豐

- 12.1 Any notice or other communication shall be deemed to have been served or delivered at the time specified below if sent to the address set out in Clause 12.2: (A) if given or made by personally delivery, upon delivery to the relevant address; (B) by post forty-eight (48) hours after being put in the post in Hong Kong properly addressed to an address in Hong Kong with pre-paid postage; or (C) by international carrier by forty-eight (48) hours after being sent to an international carrier properly addressed for urgent delivery; or (D) by E-mail upon actual receipt by the recipient in readable form.

根據第12.2條所載之地址，任何通知或其他通訊將被視為已於以下指定時間送達或交付：(A) 親自送達有關地址時；(B) 在香港預付郵資，以適當地址寄往香港之郵政，於四十八(48)小時後；或(C) 於四十八(48)小時後，經適當地址寄往國際快遞公司之國際快遞公司；或(D) 以電子郵件方式，於收件人可讀形式下收到時。



□□□□□□□□:

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- 13.6 No failure of a Party to exercise, and no delay or forbearance in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.
- 13.7 If any provision or part of a provision of this Agreement shall be, or be found to be invalid or unenforceable, such invalidity or enforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.
- 13.8 This Agreement constitutes the whole agreement between the Parties relating to the subject matter of this Agreement and supersedes any previous agreements or arrangements (if any) between them relating to the subject matter hereof.
- 13.9 Any variations and supplements to this Agreement shall be made in writing and shall be effective after the execution by all Parties to this Agreement.
- 13.10 This Agreement may be executed in one or more counterparts, and each such counterpart shall constitute any original of this Agreement, and all the counterparts shall together constitute one and the same instrument.
- 13.11 The Vendor and the Purchaser agreed that the English version of this Agreement shall prevail, the Chinese version of this Agreement is for reference only.
- 13.12 The Agreement is in duplicate, one held by Purchaser and the other by the Vendor.
- 13.13 Unless expressly provided to the contrary in this Agreement, a third party who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party who is not a Party is not required to rescind or vary this Agreement at any time.



## 14. JURISDICTION AND ARBITRATION

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute, disagreement or claim arising out of or in connection with this Agreement shall be settled in accordance with the laws of the Hong Kong Special Administrative Region in accordance with the Arbitration Rules of the Hong Kong Mediation and Arbitration Centre. The place of arbitration is Hong Kong. The number of arbitrators is one. The arbitration language shall be Chinese.

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# SCHEDULE 1

## Particulars of Sinofortune Securities Limited

Name of the Company: 〇〇〇〇	Sinofortune Securities Limited 〇〇〇〇〇〇〇〇
Date of incorporation: 〇〇〇〇	6 December 2000
Place of incorporation: 〇〇〇〇〇	Hong Kong 〇〇
Company Number: 〇〇〇〇	740288
Address of registered office: 〇〇〇〇〇〇〇〇	16/F, CMA Building, 64-66 Connaught Road Central, Hong Kong 〇〇〇〇〇〇〇〇 64-66 〇〇〇〇〇〇 16
Directors: 〇〇	LI Ping Sun 〇〇〇  LAI Yuk Mui 〇〇〇
Issued shares and fully paid-up share capital: 〇〇〇〇〇〇〇〇〇〇〇〇	67,000,000 ordinary shares  HK\$67,000,000
Shareholder: 〇〇	Sinofortune Financial Holdings (BVI) Limited – 100%



**SCHEDULE 2**

**SFC Licence**



**SCHEDULE 3**

**2018 Audited Accounts**



**SCHEDULE 4**

**Form of the Assignment**



IN WITNESS WHEREOF this Agreement has been executed by the Parties on the day and year first above written.

**Vendor**

SIGNED by : Lai Yak Mui

/s/ Lai Yak Mui

)

For and on behalf of )

Sinofortune Financial Holdings (BVI) Limited )

in the presence of:

/s/ Eva Woo

Name: Eva Woo

**The Purchaser**

SIGNED by: Ronghua Liu, Director

/s/ Ronghua Liu

)

For and on behalf of )

ATIF Limited )

in the presence of:

/s/ Florence Ng

Name: Florence Ng



## **ATIF Holdings Limited Entries into a Material Definitive Agreement for Sale and Purchase in Respect of Shares and Subordinated Loan of Sinofortune Securities Limited**

SHENZHEN, China, December 26, 2019 – ATIF Holdings Limited (“ATIF”, or the “Company”), a company providing financial consulting services to small and medium-sized enterprises in Asia, today announced that the Company, through its wholly-owned Hong Kong incorporated subsidiary ATIF Limited (“ATIF HK”), entered into an Agreement for Sale and Purchase in Respect of Shares and Subordinated Loan of Sinofortune Securities Limited (the “Agreement”) with Sinofortune Financial Holdings (BVI) Limited on December 20, 2019.

Sinofortune Financial Holdings (BVI) Limited is a private limited company incorporated in the British Virgin Islands (the “Seller”) and a wholly-owned subsidiary of Sinofortune Financial Holdings Limited (the “Listco”), which is a public limited company incorporated in the Cayman Islands.

Sinofortune Securities Limited, a limited company incorporated in Hong Kong (the “Target”), is licensed by the Securities and Futures Commission of Hong Kong (the “SFC”) to carry on Type 1 (dealing in securities), Type 2 (dealing in futures contracts), and Type 4 (advising on securities) regulated activities under the SFC.

Pursuant to the Agreement, ATIF HK agreed (i) to purchase from the Seller, 67,000,000 ordinary shares of the Target, representing 100% of the equity interests of the Target and (ii) to purchase from the Listco, an unsecured interest bearing subordinated loan with a principal amount of HK\$10,000,000 (the “Subordinated Loan”) which was rendered to the Target by the Listco under a Subordinated Loan Agreement dated August 26, 2011, entered amongst the Listco, the Target, and the SFC (the “Subordinated Loan Agreement”) (collectively, the “Acquisition”). As consideration of the Acquisition, ATIF HK agreed to pay a cash consideration amounting to HK\$5,700,000 plus the NAV (Net Asset Value) of the Target as of the closing of the Acquisition, which NAV was estimated to be approximately HK\$9,600,000 and should not exceed HK\$9,700,000.

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Upon signing the Agreement, ATIF HK is required to pay a deposit to the Seller in the amount of HK\$1,710,000, and the remaining balance will be paid on the closing of the Acquisition. The Acquisition is subject to the SFC's approval of the change of substantial shareholder of the Target and the assignment of the Subordinated Loan and the Subordinated Loan Agreement from the Listco to ATIF HK, and is expected to be completed within 15 business days after ATIF HK obtains such an approval.

Mr. Jun Liu, CEO and Director of ATIF, commented, "We always spare no effort to provide comprehensive and professional listing consulting services to Asian enterprises. The Acquisition is a key milestone of the Company. After the completion of the Acquisition, the Company will be eligible for IPO securities underwriting and post-listing securities trading in Hong Kong, which is a very important complement to our IPO listing consulting services. With our underwriting services and post-listing securities trading services, our Asian IPO listing service chain will be more complete."

Mr. Liu continued, "At the same time, after holding a Hong Kong securities license, we plan to extend our Hong Kong securities trading services to cover Hong Kong online securities trading, and to expand into U.S. online securities trading services through cooperating with certain U.S. securities firms, so as to eventually realize our goal of serving securities trading worldwide."

### **About ATIF Holdings Limited**

Headquartered in Shenzhen, China, ATIF is a company providing financial consulting services to small and medium-sized enterprises in Asia. The Company's core businesses include going public consulting services, international financial consulting services, and financial media services. The Company has advised several enterprises in China in their plans to become publicly listed in the U.S. At present, the Company has business centers and service centers in Hong Kong and Shenzhen, composed of experienced consulting professionals. The Company owns [www.chinacnnm.com](http://www.chinacnnm.com), a news and media website that provides social news and financial information to the Asian region. For more information, please visit <http://www.atifchina.com>.

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### **Forward-Looking Statements**

*All statements other than statements of historical fact in this announcement are forward-looking statements. These forward-looking statements involve known and unknown risks and uncertainties and are based on current expectations and projections about future events and financial trends that the Company believes may affect its financial condition, results of operations, business strategy and financial needs. Investors can identify these forward-looking statements by words or phrases such as “may,” “will,” “expect,” “anticipate,” “aim,” “estimate,” “intend,” “plan,” “believe,” “potential,” “continue,” “is/are likely to” or other similar expressions. The Company undertakes no obligation to update forward-looking statements to reflect subsequent occurring events or circumstances, or changes in its expectations, except as may be required by law. Although the Company believes that the expectations expressed in these forward-looking statements are reasonable, it cannot assure you that such expectations will turn out to be correct, and the Company cautions investors that actual results may differ materially from the anticipated results and encourages investors to review other factors that may affect its future results in the Company’s registration statement and in its other filings with the Securities and Exchange Commission.*

### **For more information, please contact Investor Relations at:**

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Ascent Investor Relations LLC  
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