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**Cloud Investment Holdings Limited**  
**雲信投資控股有限公司**  
*(Incorporated in the Cayman Islands with limited liability)*  
**(Stock Code: 8129)**

**SUPPLEMENTAL LETTER AND DEED OF  
INDEMNITY IN RELATION TO THE ACQUISITION OF  
THE ENTIRE ISSUED SHARE CAPITAL OF  
WIN TALENT CONSULTANTS LIMITED**

Reference is made to the Company's announcement dated 24 July 2018 (the "**Announcement**") in relation to, among others, the Acquisition. Terms used herein shall have the same meanings as defined in the Announcement unless otherwise stated.

**SUPPLEMENTAL LETTER**

On 8 October 2018, the Purchaser, a directly wholly-owned subsidiary of the Company, and the Vendor entered into a supplemental letter (the "**Supplemental Letter**") to amend certain terms of the Sale and Purchase Agreement.

Pursuant to the Supplemental Letter, the parties to the Sale and Purchase Agreement agreed that:

1. condition precedent (g) (referred in the Announcement) be deleted in its entirety and be replaced by "(g) the Company having completed fund raising exercise(s) to raise funds in the amount of not less than approximately HK\$79.6 million and not more than approximately HK\$81.2 million, or such amounts to its reasonable satisfaction, or the conditions of such fund raising exercise(s) having been fulfilled;" and
2. a condition precedent be added to the Sale and Purchase Agreement as follows: "(j) the Stock Exchange having granted approval on the new listing application to be made by the Holdings in relation to the sale and purchase of the Sale Share(s) which constitutes reverse takeover under Chapter 19 of the GEM Listing Rules."

Pursuant to the Sale and Purchase Agreement, on or before the date falling one Business Day immediately before the Completion Date (the “**Record Date**”), the Vendor may, subject to compliance of all applicable laws and regulations and the constitutional documents of the Target Company, procure a sum to be declared, distributed and paid as special dividend to the shareholder(s) whose names appear on register of members of the Target Company on the Record Date (the “**Special Dividend**”) provided that (i) the Net Current Assets value of the Target Company after declaration and payment of such Special Dividend shall be not less than zero as at the Completion Date; (ii) the amount due from the Vendor to the Target Company shall be set off against the payment of the Special Dividend first on a dollar to dollar basis; (iii) the declaration and payment of the Special Dividend shall not cause material adverse change in respect of the daily operations of the Target Company.

For that purpose, as amended and clarified by the Supplemental Letter, “**Net Current Assets Value**” shall mean the aggregate of cash and cash equivalents and trade receivables less income tax payables, deposits received, rental payables, trade payables and accruals. For the avoidance of doubts, the provision for mandatory provident fund, the rental deposits and prepayment of franchisee fees shall not be taken into account for the calculation of the Net Current Assets Value for that purpose.

Pursuant to the Supplemental Letter, the Vendor further undertakes to procure the Target Company to comply with any laws or regulations of Hong Kong on all matters relating to the mandatory provident funds on or before the Completion Date which include, without limitation to, Mandatory Provident Fund Schemes Ordinance and its subsidiary legislations.

Save for the amendments contained in the Supplemental Letter as disclosed above, all other major terms and conditions of the Sale and Purchase Agreement shall remain in full force and effect.

## **DEED OF INDEMNITY**

On 8 October 2018, in relation to the Acquisition, the Vendor executed a deed of indemnity (the “**Deed of Indemnity**”) in favour of the Purchaser (for itself and as trustee for Target Company).

Pursuant to the Deed of Indemnity, the Vendor undertakes to fully indemnify and at all times keep the Purchaser (for itself and as trustee for Target Company) fully indemnified against any costs (including but not limited to legal and other professional costs), claims, damages, expenses, fines, losses, penalties, liabilities, actions and proceedings of whatever nature suffered or incurred by the Purchaser and/or the Target Company directly or indirectly in connection with:

- (i) any possible or alleged violation or breach or non-compliance by the Target Company with any laws or regulations of Hong Kong on all matters relating to the mandatory provident funds on or before the Completion Date which include, without limitation to,
  - (aa) Mandatory Provident Fund Schemes Ordinance and its subsidiary legislations and
  - (bb) any other applicable laws, rules or regulations in Hong Kong; or

- (ii) any litigation, arbitration, claims, counter-claims, actions, complaints, demands, judgments and/or legal proceedings by or against the Company and/or the Target Company which was issued, accrued and/or arising from any act, omission, violation, breach or non-compliance of the Target Company and/or the Vendor on all matters relating to mandatory provident funds at any time on or before the Completion Date.

## **CONTINUED SUSPENSION OF TRADING IN THE SHARES**

At the request of the Company, trading in the Shares has been suspended with effect from 9:00 a.m. on 12 April 2018. Further announcement(s) will be made by the Company as and when appropriate and in accordance with the requirements of the GEM Listing Rules.

By order of the Board  
**Cloud Investment Holdings Limited**  
**NG CHUNG YUEN FRANK**  
*Executive Director*

Hong Kong, 9 October 2018

*As at the date of this announcement, the Board comprises Mr. Poon Yu Keung, Mr. Hung Ching Fung and Mr. Ng Chung Yuen Frank as executive Directors, Mr. Chow Wing Tung, Mr. Ko Wai Lun Warren and Mr. Yam Chiu Fan Joseph as independent non-executive Directors.*

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in 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 GEM website at <http://www.hkgem.com> on the “latest company announcements” page for at least 7 days from the day of its posting and on the Company’s website at [www.cloud-grp.com](http://www.cloud-grp.com).*