

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

FORM 8-K  
CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 28, 2019

ChinaNet Online Holdings, Inc.  
(Exact Name of Registrant as Specified in Charter)

<u>Nevada</u> (State or Other Jurisdiction of Incorporation)	<u>001-34647</u> (Commission File Number)	<u>20-4672080</u> (IRS Employer Identification No.)
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No. 3 Min Zhuang Road, Building 6,  
Yu Quan Hui Gu Tuspark, Haidian District, Beijing, PRC 100195  
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: +86-10-60846616

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)  
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)  
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))  
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
<u>\$0.001 Common Stock</u>	<u>CNET</u>	<u>Nasdaq Capital Market</u>

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**Item 8.01. Other Events.**

On June 28, 2019, ChinaNet Online Holdings, Inc. (the “Company”) entered into a Memorandum of Understanding (“MOU”) with GFun Holdings Limited. The MOU is filed as Exhibit 99.1 to this Current Report and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>No.</u>	<u>Description</u>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Memorandum of Understanding, dated June 28, 2019.</u></a>

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**SIGNATURE**

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 hereunto duly authorized.

Dated: June 28, 2019

ChinaNet Online Holdings, Inc.

By: /s/ Handong Cheng

Name: Handong Cheng

Title: Chief Executive Officer

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**EXHIBIT INDEX**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Memorandum of Understanding, dated June 28, 2019.</u></a>

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum"), made and entered into as of this 28th day of June, 2019.

### **BY AND BETWEEN:**

**ChinaNet Online Holdings, Inc. ("ChinaNet") and**

**GFun Holdings Group Limited ("GFun")**

(individually, the "Party, collectively the "Parties").

### **WHEREAS**

- A) ChinaNet's principal business is an integrated online advertising, precision marketing and data-analysis and management services platform. ChinaNet provides prescriptive analysis for its clients to improve business outcomes and to create more efficient enterprises. The Company leverages an optimization framework, provided by its comprehensive data-analysis infrastructure, to blend data, mathematical, and computational sciences into an outcome management platform for which it monetizes on a per client basis. ChinaNet uniquely optimizes and prescribes its clients decision making processes based on its proprietary ecosystem.
- B) GFun's principal business is investing in exceptional technology startups, including, but not limited to, Esports, Fintech and AI. GFun actively brings in local resources and strategic partners to facilitate the growth of its portfolio companies, enabling them to expand their businesses to different regions.
- C) The Parties desire to enter into an memorandum of mutual cooperation;
- D) The Parties desire that the terms of their understanding be reduced in writing as set forth below.

### **THE PARTIES AGREE AS FOLLOWS:**

- 1 This Memorandum of Understanding is non-binding and establishes the guidelines for potential collaboration between ChinaNet and GFun in the business of gaming and technology between the two parties by forming a new joint venture in the name as agreed by the Parties (the "Joint Venture").
  - 2 ChinaNet and GFun hereby agree to work together to cooperate with each other in areas where: 1. each Party has a business presence and 2. In areas where each
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Party does not have a business presence and thereafter share the profits in proportion to their shareholdings in the Joint Venture.

- 3 The Parties shall each appoint an executive for discussing together the potential formation and business plan of the Joint Venture. The Parties shall exchange business information and propose respective responsibilities in the Joint Venture during the course of discussion.
- 4 The Parties shall enter into a definite joint venture agreement upon satisfaction of relevant due diligence and discussion, in any event no later than 31 October 2019. After this date, the Memorandum shall lapse.
- 5 In the event that any provisions of this Memorandum shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Memorandum.
- 6 This Memorandum constitutes the entire understanding and agreement among the Parties hereto with respect to the subject matter hereof, and there are no other agreements, understandings, restrictions or warranties among the Parties other than those set forth herein provided for.
- 7 Except as may be otherwise specifically provided in this Memorandum, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited by mail, postage prepaid, certified or registered mail, phone and/or electronic mail such as email and addressed to the Parties at their respective addresses set forth in this Memorandum or at such other addresses as may be subsequently specified by written notice and/or verbal communication via telephone..
- 8 The Parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Memorandum.
- 9 Neither Party shall cede, assign, or delegate any of its rights and obligations under this Memorandum whether in part or in whole without the prior written consent of the other Party which shall not be unreasonably withheld or delayed.
- 10 This Memorandum shall be construed and enforced under the laws of the Special Administrative Region of Hong Kong.

**IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.**

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By:

ChinaNet Online Holdings, Inc.



By: \_\_\_\_\_  
Name: Handong Cheng  
Title: CEO

GFun Holdings Group Limited



By: \_\_\_\_\_  
Name: Weihong Deng  
Title: CEO