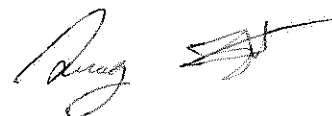


签署版

2016年2月4日

Sun East Technology (Holdings) Limited



日东科技(控股)有限公司

与

毕天富先生

与

紫光科技战略投资有限公司

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认购协议

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SUN EAST TECHNOLOGY (HOLDINGS) LIMITED  
(日东科技(控股)有限公司)

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认购协议

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本认购协议(“本协议”)于2016年2月4日签订

协议方:

Sun East Technology (Holdings) Limited

- (1) 日东科技(控股)有限公司, 一家在百慕达成立的公司, 在联交所主板上市(股票代码: 365), 注册地址为 Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda, 主营业地为香港, 地址为香港九龙观塘观塘道 436-446 号观塘工业中心第 4 期 1 楼 H 室(“发行人”);
- (2) 毕天富先生, 持有香港永久性居民身份证, 号码为 G073988(9), 香港大坑大坑径 23 号名門 1 座 38B(“毕天富先生”); 与
- (3) 紫光科技战略投资有限公司, 一家依香港法律成立的公司, 注册地址为香港中环皇后大道中 28 号中汇大厦 11 楼(“投资人”);

在本协议中, 发行人、毕天富先生和投资人单称“一方”, 统称“各方”。

本协议中使用的术语和措辞应按附表 8 进行解释。

鉴于:

- (A) 按照并受制于本协议载明的条款和条件, 发行人拟议发行, 且投资人拟议认购, (i) 730,000,000 股新发股份, 及(ii) 本金总额为 148,000,000 港元的、可转换为转换股份的可转换债券(合称“认购”);
- (B) 在交割的同时, 预期发行人将依发行人于 2016 年 2 月 4 日分别与独立投资人 1 和独立投资人 2 签订的单独协议(“其他认购协议”), 分别向独立投资人 1 和独立投资人 2 各分配和发行 100,000,000 股新发股份(总数量为 200,000,000 股新发股份), 记作全额缴资股份(“其他投资人股份”), 并促使独立投资人 1 和独立投资人 2 均作为相关其他投资人股份所有人登记于发行人股东名册(“并行认购”);
- (C) 在交割和并行认购交割之后, 但在可转换债券转换和转换股份发行之前, 投资人将持有发行人约 50.17%的总发行股份(经依本协议发行投资人股份及依其他认购协议发行其他投资人股份而增量);
- (D) 毕天富先生, 以其自身名义并通过 Sun East Group Limited 和 Sum Win Management Corp., 对总计 45,746,000 股股份拥有权益, 约占本协议日发行人已发行股本的 8.71%。毕天富先生实益拥有 Mind Seekers Investment Limited 已发行股本的 20%, 而 Mind Seekers Investment Limited 持有 220,605,840 股股份, 约占本协议日发行人已发行股本的 42.02%。

各方特此约定如下:

## 1. 认购和价格

- 1.1 受制于本协议的条件并按照本协议的条款, 发行人应发行, 且投资人应认购: (i) 总数量为 730,000,000 股的股份(“投资人股份”), 及(ii) 合计本金总额为 148,000,000 港元的可转换债券(依可转换债券契据载明的条款和条件, 该可转换债券契据格式见附表 9)(“可转换债券”)。在认购价款于交割之时得以支付的前提下, (i) 投资人股份, 应自交割起分配和发行予投资人, 并记作全额缴资股份, 连同全部法定和实益所有权, 不附带任何第三方权利, 在所有方面具有其他已发行股份的相同权利, 并且应有权获付一

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- (B) 在交割的同时, 预期发行人将依发行人于 2016 年 2 月 4 日分别与独立投资人 1 和独立投资人 2 签订的单独协议(“其他认购协议”), 分别向独立投资人 1 和独立投资人 2 各分配和发行 100,000,000 股新发股份(总数量为 200,000,000 股新发股份), 记作全额缴资股份(“其他投资人股份”), 并促使独立投资人 1 和独立投资人 2 均作为相关其他投资人股份所有人登记于发行人股东名册(“并行认购”)。
- (C) 在交割和并行认购交割之后, 但在可转换债券转换和转换股份发行之前, 投资人将持有发行人约 50.17% 的总发行股份(经依本协议发行投资人股份及依其他认购协议发行其他投资人股份而增量)。
- (D) 毕天富先生, 以其自身名义并通过 Sun East Group Limited 和 Sum Win Management Corp., 对总计 45,746,000 股股份拥有权益, 约占本协议日发行人已发行股本的 8.71%。毕天富先生实益拥有 Mind Seekers Investment Limited 已发行股本的 20%, 而 Mind Seekers Investment Limited 持有 220,605,840 股股份, 约占本协议日发行人已发行股本的 42.02%。

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切对其宣布、支付或作出的股息及其他分配，而该等股息及其他分配的登记日不早于交割日，及(ii) 可转换债券，应自交割起发行予投资人，连同全部法定和实益所有权，不附带任何第三方权利。

- 1.2 认购价格为 440,000,000 港元，包括(i) 每股投资人股份 0.40 港元，即全部投资人股份合计 292,000,000 港元，及(ii) 可转换债券认购价格为 148,000,000 港元(合称“**认购价款**”)，投资人应于交割时向发行人支付该认购价款。

## 2. 交割条件

- 2.1 交割以全部交割条件得以满足或依第 2.2 条被放弃为前提。
- 2.2 附表 5 第 2、3、4 和 5 段载明的交割条件，可由投资人经书面通知本协议各方，随时全部或部分地放弃；附表 5 第 7 段载明的交割条件，可由发行人经书面通知其他各方，随时全部或部分地放弃。为免疑义，任一方均不得放弃任何其他交割条件。
- 2.3 附表 5 载明的所有交割条件均得以满足(或依第 2.2 条被放弃)之日为“**无条件日**”。如果无条件日未在 2016 年 5 月 31 日(“**最终截止日**”)或之前发生，投资人和发行人可书面同意将最终截止日延展至双方商定的较晚日期(该日期不得超出最终截止日之后 90 日)(该新日期称为“**展期后最终截止日**”)。
- 2.4 如果无条件日未在最终截止日(或者，如果最终截止日依第 2.3 条得以展期，展期后最终截止日)之前发生，则本协议(继续有效条款除外)应自行终止，且(不影响任一方对任何既往违约的权利和/或义务)各方应免于履行其各自在本协议下的义务。
- 2.5 发行人应尽其最大努力，自负费用，确保附表 5 第 1 段载明的交割条件在本协议日后切实合理尽快地得以满足。在不影响前述规定的情形下，发行人应：
- (a) 在本协议日后切实尽快地召集股东特别大会，以批准分配和发行投资人股份、可转换债券、可转换债券转换之时将予发行的转换股份及其他投资人股份所需的具体授权；及
  - (b) 在本协议日后切实合理尽快，向联交所申请，投资人股份、可转换债券转换之时将予发行的转换股份及其他投资人股份的挂牌上市和买卖许可。

## 3. 交割

- 3.1 在交割条件得以满足或被放弃的前提下，交割应于交割日进行。认购价款应以港币，按同一日价值，通过电汇(credit transfer)付至发行人指定并至少于交割日前五个营业日通知投资人的账户。不晚于交割日上午 10 时：
- (a) 投资人应指示其付款银行向发行人汇转一笔相当于认购价款的金额；及
  - (b) 发行人应向投资人交付或确保他人向投资人交付：(i) 批准配发投资人股份、可转换债券、可转换债券转换之时将予发行的转换股份及其他投资人股份等事宜的董事会决议之经核证副本；及(ii) 发行人就投资人股份及其他投资人股份的配发向登记人出具的指令之经核证副本。
- 3.2 交割应于交割日上午 11 时(香港时间)，在位于香港中环花园道三号中国工商银行大厦三十五层的盛信律师事务所办公室，或在发行人和投资人商定的其他地点和时间进行。

### 3.3 交割时，

- (a) 发行人和投资人均应交付或履行(或者确保他人交付或履行)附表 6 分别所列的、与其自身有关的所有文件、项目和行动；及
- (b) 各并行认购的交割，应按照其各自的其他认购协议同时进行(其交割已由投资人放弃的任一并行认购除外)。

### 3.4 依第 3.3 条于交割时交付的所有文件和项目，应由接收人按照交付人的指令持有，直至交割视为已进行之时。在以下各项发生的同时：

- (a) 交付依第 3.3 条应于该交割之时交付的所有文件和所有项目(或有权收到相关文件或项目的人士放弃交付)，
- (b) 由付款银行提供书面证据以证明投资人已将一笔等于认购价款的数额电汇至发行人指定并至少于交割日前五个营业日通知投资人的账户；及
- (c) 每一并行认购的交割(其交割已由投资人放弃的并行认购除外)，

依附表 6 交付的文件和项目应不再按照交付人的指令持有，依附表 6 应采取的行动应发生，且交割应视为已进行。

### 3.5 如果发行人或投资人未遵守其在附表 6 下的义务，则投资人或发行人(视情形而定)应，经于本应进行交割之日书面通知违约方，有权(在其他可获得权利和救济之外且不影响其他可获得权利和救济)：

- (a) 在考虑已发生的违约行为后，要求在切实可行的范围内进行交割；
- (b) 通知违约方一个新交割日(该日期不得超出原交割日后十个营业日)，在此情形下，本第 3 条(本第 3.5(b)条规定除外)和附表 6 的规定应适用于如此推迟的交割；或
- (c) 终止本协议(继续有效条款除外)，且第 12.1 条的规定应适用。

## 4. 声明、保证和赔偿

### 声明和保证

- 4.1 发行人向投资人声明和保证，附表 7 之 A 部分载明的发行人保证，于本协议日，真实、准确、完整。除明确仅于某一特定日期作出者之外，发行人保证，应视为依照届时存在的事实和情形，由发行人在紧接交割之前重述，如同发行人保证中提及的本协议日是指交割日。
- 4.2 毕天富先生向投资人声明和保证，附表 7 之 A 部分载明的发行人保证，于本协议日，真实、准确、完整。除明确仅于某一特定日期作出者之外，发行人保证，应视为依照届时存在的事实和情形，由毕天富先生在紧接交割之前重述，如同发行人保证中提及的本协议日是指交割日。为免疑义，发行人和毕天富先生于本协议下并不负有连带责任。
- 4.3 投资人向发行人声明和保证，附表 7 之 B 部分载明的各项保证，于本协议日，真实、准确、完整。除明确仅于某一特定日期作出者之外，投资人保证，应视为依照届时存

在的事实和情形的方式，由投资人在紧接交割之前重述，如同投资人保证中提及的本协议日是指交割日。

- 4.4 依第 4.1 条和第 4.2 条作出的各项保证，是单独和独立的陈述，不受任何其他保证或本协议任何其他规定的限制或其他影响。
- 4.5 如果各保证人自身或任何集团公司知悉任何在本协议日后的任何时间发生的情形，且如果任何发行人保证届时重述(如发行人保证针对届时存在的事实和情形予以重述)，该情形会造成该发行人保证变为不真实、不准确或具有误导性，则各保证人特此承诺立即书面通知投资人。

## 赔偿

- 4.6 一经要求，发行人应对，投资人直接地或间接地，因或就发行人违反本协议任何条款(包括但不限于附表 7 之 A 部分载明的声明和保证以及第 6 条载明的各项承诺)，而遭受或发生的任何损失(包括但不限于任何投资人股份或可转换债券减值、责任、损害、合理的费用或开支(包括法律费用))(**“损失”**)，赔偿投资人，使其免受损害。
- 4.7 在第 5.3 条、第 5.5 条及第 5.6 条的规限下，一经要求，毕天富先生应对投资人直接地或间接地，因或就发行人和/或毕天富先生违反本协议附表 7 之 A 部分载明的声明和保证，而遭受或发生的任何损失，赔偿投资人，使其免受损害。

## 5. 责任限制

- 5.1 发行人保证应在交割后继续有效，并始终保持充分的效力，直至交割日满两(2)周年。
- 5.2 在任何情形下，发行人就本协议项下的所有权利主张所承担的累计全部责任不得超出以下两项之和，即(a)发行人收到的认购价款，和(b)就投资人将依全面收购要约收购的股份而支付的总对价。
- 5.3 在任何情形下，毕天富先生就本协议项下的所有权利主张所承担的累计全部责任不得超出以下金额：

股份在紧接投资人第一次提出权利主张前十个交易日在联交所所报之平均收市价  $\times$  89,867,168  $\times$  95%

在计算毕天富先生就本协议项下的所有权利主张所承担的累计全部责任时，在任何情形下，此 5.3 条中所述的股份在紧接投资人第一次提出权利主张前十个交易日在联交所所报之平均收市价不可超出每股 1.70 港元。

- 5.4 在第 5.2 条的规限下，发行人不就发行人保证项下的或与之有关的任何单项权利主张承担任何责任，除非且直至所有该等权利主张的累计金额超出 20,000,000 港元。如果该等权利主张的累计金额超出 20,000,000 港元，投资人应有权就该等累计总金额、而非仅就超出部分，向发行人提出索赔。
- 5.5 在第 5.3 条的规限下，毕天富先生不就发行人保证项下的或与之有关的任何单项权利主张承担任何责任，除非且直至所有该等权利主张的累计金额超出 20,000,000 港元。如果该等权利主张的累计金额超出 20,000,000 港元，投资人应有权就该等累计总金额、而非仅就超出部分，向毕天富先生提出索赔。



- 5.6 投资人同意在任何情形下，毕天富先生无须就针对以下任何损失提出的权利主张承担任何责任：(a) 并非直接地或间接地由毕天富先生造成的损失(“**排外损失**”)；为免产生歧义，排外损失不包括毕天富先生作为发行人董事所承担之责任而造成之损失，或(b) 相关权利主张系基于毕天富先生并不知晓或无法合理知晓的事实，或该等损失无法由毕天富先生合理预见。
- 5.7 如果保证人在本协议或披露函中适当披露任何事实或情形，保证人不就该等事实或情形导致保证人违反已明确标示为受限于该等披露的相关发行人保证而承担任何责任。
- 5.8 本第 5 条的规定，旨在限制发行人和/或毕天富先生对任何本协议(包括但不限于发行人保证、第 4 条包含的赔偿)项下的或与之有关的权利主张的责任。
6. **承诺**
- 6.1 各保证人特此向投资人承诺及保证，自本协议日至本协议第 7 条所述的董事任命生效日期，其应（在其控制范围内）促使：
- (a) 集团业务仅按照正常经营过程经营，采取所有商业合理步骤，以维护和保护各集团公司的资产；
  - (b) 本协议日之前不从事业务经营的各集团公司，在本协议日后，不会从事任何业务活动，包括订立任何协议；
  - (c) 各集团公司，将遵守一切适用法律及上市规则的相关要求，不会采取任何会使附表 7 之 A 部分载列的声明不正确或不真实的行动，并且将维持旨在确保、且合理预期会继续确保，持续遵守该等适用法律和要求的各项政策和流程；
  - (d) 取得附表 7 之 A 部分第 19 段所述的所有证照与批准以及附表 7 之 A 部分第 10(e)段所述的所有同意、核准、批准、授权、命令、登记或认证资格，并维持其充分效力；
  - (e) 投资人的代表，包括任何投资人自费用指定的独立会计师，经合理通知后，在工作时间内获得合理要求的查阅权，并且可查阅、出入、接触和/或审查（及在投资人自行承担费用的情形下，复制）(i)集团公司的簿册、记录、账目和内部会计记录；及(ii)各集团公司及其业务的管理层及使用的场所；
  - (f) 所有其自身或任何集团公司知晓的、与任何事实或事宜(不论是在本协议日或之前已存在或之后出现)有关的相关信息(如果发行人保证，依照届时存在的事实和情形，于交割之时或之前的任何时间予以重述(如同发行人保证中提及的本协议日是指相关日期)，则此等事实或事宜会构成对任何发行人保证的违反)，及时以书面形式披露予投资人，且他们将采取投资人合理要求的步骤，以纠正和/或公告此等事实或事宜；
  - (g) 任何集团公司均不发行、同意发行、或者分配，任何股份或债务资本、任何可转换或置换为股份或债务资本的期权或证券，或者作出约定或安排、承担义务或者允许实施上述任一项，但依其他认购协议作出的除外；
  - (h) 任何集团公司均不实施任何资本化发行或任何其他股本重组；

- (i) 任何集团公司均不赎回或购买任何集团公司的任何股份，或者作出约定或安排、承担义务或者允许实施上述任一项，或者为任何该等赎回或购买提供财务援助；
- (j) 任何集团公司均不宣布、批准、作出或支付任何股息或其他分配(不论以现金、股票或实物形式)或者减少、购买或赎回其已缴股本的任何部分(由或向集团内公司作出的及任何联属公司向任何集团内公司作出的任何分配或股息除外)；
- (k) 所有关联交易(定义见上市规则)，均披露予投资人，并依公平交易条款进行；
- (l) 任何集团公司均不订立或终止，任何符合以下情形的合同或安排，即就该合同或安排而言， (i)合计价值超出 3,000,000 港元，或合计涉及或可能涉及超出 3,000,000 港元的支出，或(ii)无法在其订立或承诺之日后 12 个月内依其条款履行，或无法在短于三个月提前通知的情形下予以终止(任何在正常经营过程中订立或终止的合同或安排，且合计价值不超出 20,000,000 港元或合计涉及或可能涉及不超出 20,000,000 港元的支出，除外)，但取得投资人事先书面同意的除外；
- (m) 除天时融资租赁（深圳）有限公司就其正常经营过程中所涉及的贷款及租赁服务且涉及或可能涉及的金额不超出 3,000,000 港元外，任何集团公司均不向任何人士(另一集团公司除外)提供任何贷款(任何在正常经营过程中提供的贸易信贷除外)，但取得投资人事先书面同意的除外；
- (n) 任何集团公司均不作出或承诺作出，任何单一超出 2,000,000 港元的资本支出，但取得投资人事先书面同意的除外；
- (o) 除在集团正常经营过程中产生的留置权之外，任何集团公司均不订立任何担保、赔偿或其他协议，以便为第三方(集团公司除外)的任何义务提供担保或对其任何资产或企业创设任何权利负担，但本协议日业已存在的任何担保、赔偿或权利负担或取得投资人事先书面同意的除外；
- (p) 任何集团公司均不同意或允许提起或和解任何诉讼，但取得投资人事先书面同意的除外；
- (q) 任何集团公司均不对任何集团公司进行清盘或清算，或就任何集团公司的资产的任何部分指定破产管理人；
- (r) 任何集团公司均不，在其相关期限届满之前终止任何于本协议日有效的保险单，或作出或不作出任何行为将使该等保险单无效、被撤销或可被撤销，但取得投资人事先书面同意的除外；
- (s) 任何集团公司均不作出，任何将影响任何集团公司持有的执照或资格或使该等执照或资格被撤销或可被撤销的行为；
- (t) 任何集团公司均不对其会计准则或政策或财年结束时间作出任何变更；
- (u) 任何集团公司均不修订其组织文件；
- (v) 任何集团公司均不改变其董事会成员组成，但依本协议作出的除外；
- (w) 任何集团公司均不对其债权人作出或提出任何妥协或任何安排；

- (x) 任何集团公司均不作出，任何可重大方面影响或减损任何集团公司的任何有形资产价值的行为；及
- (y) 各集团公司应遵守所有适用于任何集团公司的反腐败法律和反洗钱法律。

在本第 6.1 条中，“**正常经营**”，就任一集团公司而言，指其于本协议日已经营的正常业务。

- 6.2 发行人还向投资人承诺及保证，凡是应就或对投资人股份、可转换债券和可转换债券转换之时将予发行的转换股份的分配和发行，或本协议的签署或交付，而在香港、中国和其他一切相关司法辖区缴纳的印花税、发行税、登记税、文件税或其他税费(包括利息和罚金)，以及应就前述缴纳的任何有关增值税、营业税或类似税收(且本协议中提及该等数额之处，应视为包括应如此缴纳的任何附加税)，均由发行人缴纳。
- 6.3 发行人及投资人各自承诺，尽其合理最大努力，确保发行人保持充足的公众持股量，以满足上市规则的相关要求。

## 7. 交割后承诺

各保证人特此向投资人承诺及保证，于全面收购要约通函之日，各保证人应在符合收购守则适用规则的前提下：

- (a) 促使董事会通过决议，委任投资人将提名的两名人士(被提名人士的身份和简历需至少于全面收购要约通函之日前五个营业日通知发行人)为发行人的执行董事(自全面收购要约通函之日起生效)；
- (b) 促使董事会通过决议，委任投资人将提名的一名人士(被提名人士的身份和简历需至少于全面收购要约通函之日前五个营业日通知发行人)为发行人的执行董事(自全面收购要约交割起生效)；及
- (c) 交付或确保交付予投资人毕天庆先生、梁畅先生和梁权先生的辞呈(自全面收购要约交割起生效)之经核证副本，并促使董事会接受以上所述的辞呈。

## 8. 禁售承诺

投资人特此无条件且不可撤销地向发行人承诺及保证，未经发行人事先同意，其不得，并应促使投资人股份的登记持有人或代名人(如适用)不得，直接或间接地：

- (a) 从交割日起至交割日后十二(12)个月的期间内，无论是直接或间接，出售、要约、质押、订约出售，出售任何期权，或订约购买、购买任何期权，或订约出售、授予任何期权、权利、或认股权证以购买、借出、或以其他方式转让或处置任何投资人股份；或
- (b) 订立换股或其他协议，以产生(i)与上述(a)段相同的经济后果或(ii) 以对冲其对投资人股份经济或实益拥有权或持有权为目的，转让给其他任何方任何投资人股份所有权的经济利益的效果。

## 9. 费用

- 9.1 发行人和投资人，应自行负责其自身就认购发生的法律及其他专业顾问(包括审计师)的费用和开支。

9.2 发行人同意支付因投资人股份和可转换债券转换之时将予发行的转换股份在联交所挂牌上市而发生的一切费用、开支和支出。

## 10. 信息和报告

10.1 受适用于发行人的任何法律或监管限制(包括上市规则)的约束,投资人应有权获得任何其为妥当了解集团业务和事务而合理要求的、由发行人或集团拥有的信息。投资人应以不会违反任何适用法律(包括但不限于与内幕交易有关的法律)或造成发行人或集团公司违反任何适用法律或上市规则的方式,处理该等信息(如该等信息构成未公开的内幕信息)。

## 11. 保密

11.1 每一方均承诺,其应(并应促使其关联方应,且如相关,承诺促使其高管、员工、代理、投资管理人和专业顾问及其他顾问以及任何关联方的上述人士(统称“**授权人士**”)应)尽其最大努力,始终对其在本协议日之前或之后拥有或获得的、与本协议的条款和引致本协议的谈判以及本协议项下义务的履行有关的任何信息(该等信息称为“**保密信息**”)保密,不允许或造成该等信息的披露(向其授权人士披露除外)。在履行其在本第 11.1 条项下的义务时,每一方应执行与其就其自身的保密信息通常所适用的标准和流程至少同等严格的保密标准和流程。

11.2 每一方应尽其最大努力,在其知悉任何第三方提出的任何保密信息披露请求后,合理尽快通知其他方。

11.3 第 11.1 条项下的保密义务不适用于:

- (a) 于披露之日(非因违反本第 11 条而)属于公共领域内的信息;
- (b) 法律、法规或任何法院、法庭或监管部门要求披露的信息;或
- (c) 任何依第 13 条规定作出的公告。

## 12. 终止

12.1 如果依第 2.3 条、第 2.4 条或第 3.5(c)条发生终止,本协议应终止(除非各方另行书面约定),且任一方均不得就任何因本协议引起的或与之有关的事宜或事情而针对其他方享有任何权利主张,但(i)关涉该等终止之前产生的义务、约定和责任,及(ii)关涉任何先前对本协议项下任何义务的违反时除外。

12.2 一旦违反任何发行人保证,或者发生任何变更,造成任何发行人保证在任何方面不再准确,且在每一情形下和/或合计地会对任何集团公司造成重大不利影响,投资人应有权(但无义务),经向本协议其他方发出书面通知,选择将该等违反或变更视为免除并豁免投资人履行其在本协议项下的义务。

12.3 一旦违反任何投资人保证,或者发生任何变更,造成任何投资人保证在任何方面不再准确,且在每一情形下和/或合计地会对任何集团公司造成重大不利影响,发行人应有权(但无义务),经向本协议其他方发出书面通知,选择终止本协议。

### 13. 公告

- 13.1 受第 13.2 条和第 13.3 条约束，未经其他方事先书面同意，任一方、其任一关联方或任一方或其任一关联方的代表，均不得就本协议或本协议拟议的交易作出或发布任何类型的公告。
- 13.2 如果法律或任何证券交易所或任何政府或监管部门，要求任一方就本协议或本协议拟议的交易作出任何公告(第 13.3 条所述的公告除外)，相关一方应，在法律允许的限度内，立即通知其他方，并应尽其合理努力，满足该等其他方就该公告的内容和条款提出的要求。
- 13.3 各方确认并同意，各方订立本协议之后，发行人和/或投资人应迅即就本协议所载主题事宜发布公告。该公告发布方同意，向其他各方提供该公告草稿，允许投资人在合理的期间内审阅和提出意见，并尽其合理努力听取投资人就该公告提出的所有合理意见。

### 14. 通知

#### 通知

- 14.1 任何与本协议有关的通知，均应采用书面形式，通过面交、传真、挂号邮寄或国际认可快递公司的快递形式交付。通知于收到之时生效，并于以下时间视为收到：(i) 如以面交、挂号邮寄或快递形式交付，于交付之时，或(ii)如以传真形式交付，于传送之时，但是，在每一情形下，如在工作时间之外交付，则通知应视为在下一营业日工作时间开始之时收到。

#### 通知详情

- 14.2 为第 14.1 条之目的，各方的地址和传真号码如下所列：

##### 发行人：

地址：香港九龙观塘观塘道 436-446 号观塘工业中心第 4 期 1 楼 H 室

传真号：+852 2343 3120

收件人：董事会

抄送：郑聚东先生

##### 毕天富先生：

地址：香港大坑大坑径 23 号名門 1 座 38B

传真号：/

##### 投资人：

地址：北京市海淀区清华科技园紫光大厦 6 层

传真号: +86 10 8215 9228

收件人: 周洋

## 中文

14.3 本协议项下的或与本协议有关的所有通知或正式通讯，均应以中文书写，如以其他语言书写，需随附中文翻译件。如中文文本与任何其他语言文本之间有任何冲突，以中文文本为准。

## 15. 转让

未经其他各方事先书面同意，任一方不得转让其在本协议项下的权利，但投资人可将其在本协议项下的全部或部分权利自由转让予关联方，每一方特此同意该等转让。在向关联方转让其在本协议项下的权利时，投资人应将该等转让书面通知其他各方，并载明该关联方的名称和法定地址。

## 16. 进一步确保

16.1 每一方应，履行(或促使履行)法律可能要求的或执行和实现本协议所必需的或各方为执行和实现本协议而合理要求的所有进一步行动和事宜，并签署和交付(或促使签署和交付)法律可能要求的或执行和实现本协议所必需的或各方为执行和实现本协议而合理要求的进一步文件。

16.2 每一方应促使其关联方遵守本协议项下明确适用于任何该等关联方的所有义务。

## 17. 管辖法律；司法辖区和仲裁

17.1 本协议受香港法律管辖，并据其进行解释。

17.2 任何因本协议产生的或与本协议有关或关涉本协议(在上述每一情形下，不论以任何方式)的争议、争端、分歧或索赔(均称为“**争议**”)，包括与本协议的有效性或存在有关的争议，应按照本第 17.2 条的规定加以解决。

- (a) 争议应提交仲裁，并按照提交仲裁通知之时有效的香港国际仲裁中心(“**HKCIAC**”)机构仲裁规则(“**规则**”) (依以下第 17.2(b)条修改的除外)，在香港通过 HKCIAC 管理的仲裁进行终局裁决。仲裁通知应按照该等规则提交。
- (b) 争议由仲裁庭进行裁决；仲裁庭由三(3)名仲裁员组成，发行人指定一名，投资人指定一名，第三名仲裁员由前述两名仲裁员指定。仲裁(包括仲裁程序和庭审)应以中文进行。
- (c) 任何仲裁裁决均为终局的，对仲裁各方具有约束力，并可依其条款强制执行。任一方均不得寻求启动任何司法程序，以对任何仲裁裁决进行上诉、复审或驳回。各方本可行使的所有该等仲裁裁决的上诉或司法复审权，均特此在允许的最大限度内被排除。

- (d) 任何仲裁裁决，可通过向任何具有管辖权的法院申请作为判决，或向任何该等法院提出任何其他适当的仲裁裁决强制执行申请或程序(视情形而定)，而加以强制执行。

## **18. 完整协议**

本协议，连同本协议所述的任何协议或文件，载明了各方之间就本协议主题事宜达成的完整协议和谅解，取代先前的所有口头或书面协议、谅解、谈判和讨论；先前所有与本协议主题事宜有关的协议特此终止，不再具有任何进一步效力。

## **19. 副本**

本协议可签署任何数量的副本，每一方可签署单独的副本。每一副本均为原件，但是所有副本共同构成同一份文书。通过电子邮件附件或传真件形式交付本协议副本，属于有效交付方式。

本协议已由各方授权代表于篇首载明日期正式签署，以资证明。

签署

Sun East Technology (Holdings) Limited

代表

日东科技(控股)有限公司

见证人:

CHAN WING YUE

Chen Y -

Signature



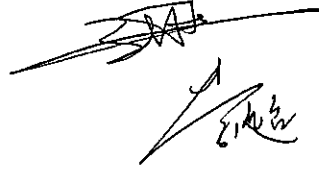
签署

毕天富

见证人:

李超

)  
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)

A handwritten signature, possibly '李超', is written over a horizontal line. Below the signature, there is a small, stylized mark or stamp.

签署



代表

紫光科技戰略投資有限公司

见证人:



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**附表 1**  
**发行人的股本**

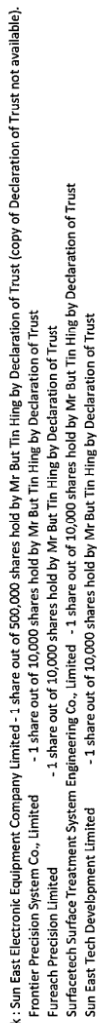
**A部分 本协议日股本结构**

已发行且全额缴清股本	525,000,000 股股份
依 2015 年 8 月 20 日的股东大会授予的一般授权，发行人董事有权发行的股份数	105,000,000 股股份

**B部分 交割之时股本结构**

(可转换债券转换和转换股份发行之前的)已发行且全额缴清股本	1,455,000,000 股股份
转换股份数量(假定可转换债券全部转换)	370,000,000 股股份
依 2015 年 8 月 20 日的股东大会授予的一般授权，发行人董事有权发行的股份数	105,000,000 股股份

### 集团公司结构图



**Sun East Tech Development Limited** - 1 share out of 10,000 shares held by Mr But Tin Hing by Declaration of Trust

**附表 3**  
**子公司详细信息**

**(a) BVI 子公司清单**

1.	名称:	i-System Investment Company Limited
2.	成立地:	英属维尔京群岛
3.	成立日:	2000 年 4 月 10 日
4.	注册号:	381563
5.	注册地址:	P.O. Box 3152, Road Town, Tortola, British Virgin Islands
6.	董事:	毕天庆, 毕天富, 梁权, 梁畅
7.	注册股东:	日东科技(控股)有限公司
8.	法定股本:	US\$50,000, 分为 50,000 股, 每股面值 US\$1
9.	已发行股本:	2,000 股股份, US\$2,000

1.	名称:	Eastern Century Speed Inc.
2.	成立地:	英属维尔京群岛
3.	成立日:	2000 年 1 月 5 日
4.	注册号:	360949
5.	注册地址:	Sea Meadow House, Blackburne Highway , Road Town, Tortola, British Virgin Islands
6.	董事:	毕天庆, 毕天富, 梁权, 梁畅
7.	注册股东:	Frontier Precision System Co., Ltd.
8.	法定股本:	US\$50,000, 分为 50,000 股, 每股面值 US\$1
9.	已发行股本:	1 股股份, US\$1

1	名称:	Fulvan Manufacturing Limited
2	成立地:	英属维尔京群岛
3	成立日:	1993 年 6 月 21 日
4	注册号:	88704
5	注册地址:	P.O.Box 71, Craigmuir Chambers , Road Town, Tortola, British Virgin Islands
6	董事:	毕天庆, 毕天富, 梁权, 梁畅
7	注册股东:	I-system Investment Co. Ltd.
8	法定股本:	US\$50,000, 分为 50,000 股, 每股面值 US\$1
9	已发行股本:	10 股股份, US\$1

1	名称:	Rightrade Corporation
2	成立地:	英属维尔京群岛
3	成立日:	2000 年 1 月 14 日
4	注册号:	363569
5	注册地址:	P.O. Box 3152, Road Town, Tortola, British Virgin Islands.
6	董事:	毕天庆, 毕天富, 梁权, 梁畅
7	注册股东:	I-system Investment Co. Ltd.
8	法定股本:	US\$50,000, 分为 50,000 股, 每股面值 US\$1
9	已发行股本:	1 股股份, US\$1



1	名称:	Pipersville Company Limited
2	成立地:	英属维尔京群岛
3	成立日:	1997 年 1 月 9 日
4	注册号:	214055
5	注册地址:	P.O.Box 3152 , Road Town, Tortola, British Virgin Islands
6	董事:	毕天庆, 毕天富, 梁权, 梁畅
7	注册股东:	I-system Investment Co. Ltd.
8	法定股本:	US\$10,000, 分为 10,000 股, 每股面值 US\$1
9	已发行股本:	10 股股份, US\$1

1	名称:	Sherarson Intervest Company Limited
2	成立地:	英属维尔京群岛
3	成立日:	1997 年 1 月 9 日
4	注册号:	214051
5	注册地址:	P.O.Box 3152 , Road Town, Tortola, British Virgin Islands
6	董事:	毕天庆, 毕天富, 梁权, 梁畅
7	注册股东:	I-system Investment Co. Ltd.
8	法定股本:	US\$10,000, 分为 10,000 股, 每股面值 US\$1

1	名称:	Dystia Investment Inc.
2	成立地:	英属维尔京群岛
3	成立日:	1997 年 2 月 20 日
4	注册号:	219525
5	注册地址:	Trident Chambers , P.O.Box 146 , Road Town, Tortola, British Virgin Islands
6	董事:	毕天庆, 毕天富, 梁权, 梁畅
7	注册股东:	I-system Investment Co. Ltd.
8	法定股本:	US\$50,000, 分为 50,000 股, 每股面值 US\$1
9	已发行股本:	10 股股份, US\$1

(b) 萨摩亚子公司清单

1	名称:	Optime Investment Limited
2	成立地:	SAMOA
3	成立日:	2013 年 5 月 22 日
4	注册号:	58502
5	注册地址:	P.O. Box 217, Apia, Samoa
6	董事:	毕天庆, 毕天富, 梁权, 梁畅
7	注册股东:	Sun East Tech Development Limited
8	法定股本:	US\$5,000,000.00, 分为 5,000,000 股, 每股面值 US\$1
9	已发行股本:	5,000,000 股股份, US\$1

(c) 香港子公司清单

1.	名称:	Sun East Electronic Equipment Company Limited 日東電子設備有限公司
2.	成立地:	香港
3.	成立日:	1987 年 5 月 22 日
4.	注册号:	189358
5.	注册地址:	香港九龙官塘道 436-446 号官塘工业中心四期一楼 H 室
6.	董事:	毕天庆, 毕天富, 梁权, 梁畅
7.	注册股东:	I-system Investment Company Limited (499,999 股股份) 毕天庆 (1 股股份)
8.	法定股本:	不适用
9.	已发行股本:	500,000 股股份, HK\$5,000,000

1.	名称:	Fureach Precision Limited 富運精密有限公司
2.	成立地:	香港
3.	成立日:	2002 年 9 月 11 日
4.	注册号:	813657
5.	注册地址:	香港九龙官塘道 436-446 号官塘工业中心四期一楼 H 室
6.	董事:	毕天庆, 毕天富, 梁权, 梁畅
7.	注册股东:	I-system Investment Company Limited (9,999 股股份) 毕天庆 (1 股股份)
8.	法定股本:	不适用
9.	已发行股本:	10,000 股股份, HK\$10,000

1.	名称:	Frontier Precision System Co., Limited 天力精密系統有限公司
2.	成立地:	香港
3.	成立日:	2001 年 11 月 14 日
4.	注册号:	775973
5.	注册地址:	香港九龙官塘道 436-446 号官塘工业中心四期一楼 H 室
6.	董事:	毕天庆, 毕天富, 梁权, 梁畅
7.	注册股东:	I- system Investment Company Limited (9,999 股股份) 毕天庆 (1 股股份)
8.	法定股本:	不适用
9.	已发行股本:	10,000 股股份, HK\$10,000

1.	名称:	Sun East Tech Development Limited 日東科技發展有限公司
2.	成立地:	香港
3.	成立日:	2002 年 12 月 9 日
4.	注册号:	824786
5.	注册地址:	香港九龙官塘道 436-446 号官塘工业中心四期一楼 H 室
6.	董事:	毕天庆, 毕天富, 梁权, 梁畅
7.	注册股东:	I-system Investment Company Limited (9,999 股股份) 毕天庆 (1 股股份)
8.	法定股本:	不适用
9.	已发行股本:	10,000 股股份, HK\$10,000



1.	名称:	Surfacetech Surface Treatment System Engineering Co. Limited 西菲士表面處理工程有限公司
2.	成立地:	香港
3.	成立日:	2002 年 10 月 25 日
4.	注册号:	819166
5.	注册地址:	香港九龙官塘道 436-446 号官塘工业中心四期一楼 H 室
6.	董事:	毕天庆, 毕天富, 梁权, 梁畅
7.	注册股东:	I-system Investment Company Limited (9,999 股股份) 毕天庆 (1 股股份)
8.	法定股本:	不适用
9.	已发行股本:	10,000 股股份, HK\$10,000

1	名称:	Optime Capital Investment Limited 天時資本投資有限公司
2	成立地:	香港
3	成立日:	2013 年 7 月 9 日
4	注册号:	1934278
5	注册地址:	香港九龙官塘道 436-446 号官塘工业中心四期一楼 H 室
6	董事:	毕天庆, 毕天富, 梁权, 梁畅
7	注册股东:	Optime Investment Limited 天时投资有限公司
8	法定股本:	不适用
9	已发行股本:	5,000,000 股股份, US\$5,000,000

(d) 中国子公司清单

1.	名称:	日东电子发展(深圳)有限公司
2.	成立地:	中国
3.	成立日:	1997 年 6 月 2 日
4.	注册号:	440306503314498
5.	注册地址:	深圳市宝安区福永街道白石夏工业区东区安全路日东工业园 A 栋一至五层
6.	法定代表人:	毕天庆
7.	董事:	毕天庆, 毕天富, 梁权, 梁畅
8.	注册股东:	日东电子设备有限公司
9.	注册资本:	不适用
10.	已发行股本:	HK\$81,000,000

1.	名称:	天力精密系统(深圳)有限公司
2.	成立地:	中国
3.	成立日:	2002 年 8 月 20 日
4.	注册号:	440306503255514
5.	注册地址:	深圳市宝安区福永街道白石夏厂房 G2 栋四层
6.	法定代表人:	梁畅
7.	董事:	毕天庆, 毕天富, 梁权, 梁畅
8.	注册股东:	天力精密系统有限公司
9.	注册资本:	不适用
10.	已发行股本:	HK\$15,300,000

1.	名称:	日东电子科技(深圳)有限公司
2.	成立地:	中国
3.	成立日:	2003 年 1 月 31 日
4.	注册号:	440306503258445
5.	注册地址:	深圳市宝安区福永街道白石夏厂房 G1 栋二,三,四层
6.	法定代表人:	梁权
7.	董事:	毕天庆, 毕天富, 梁权, 梁畅
8.	注册股东:	日东科技发展有限公司
9.	注册资本:	不适用
10.	已发行股本:	HK\$25,000,000

1.	名称:	日东自动化设备(上海)有限公司
2.	成立地:	中国
3.	成立日:	2002 年 9 月 26 日
4.	注册号:	310000400317569
5.	注册地址:	上海市杨浦区平凉路 2716 号 42 栋 15 室
6.	法定代表人:	朱晓东
7.	董事:	毕天庆, 毕天富, 梁权, 梁畅
8.	注册股东:	Rightrade Corporation
9.	注册资本:	不适用
10.	已发行股本:	US\$2,750,000

1.	名称:	富运精密设备(深圳)有限公司
2.	成立地:	中国
3.	成立日:	2009 年 5 月 12 日
4.	注册号:	440306503349074
5.	注册地址:	深圳市宝安区福永街道白石夏新塘工业区 6 号第 4 栋厂房一,二四层 A
6.	法定代表人:	毕天富
7.	董事:	毕天庆, 毕天富, 梁权, 梁畅
8.	注册股东:	富运精密有限公司
9.	注册资本:	不适用
10.	已发行股本:	US\$10,000,000

1.	名称:	天时融资租赁(深圳)有限公司
2.	成立地:	中国
3.	成立日:	2014 年 7 月 18 日
4.	注册号:	440301503484207
5.	注册地址:	深圳市前海深港合作区前湾一路 1 号 A 栋 201 室
6.	法定代表人:	毕天富
7.	董事:	毕天庆, 毕天富, 梁权, 梁畅
8.	注册股东:	日東科技發展有限公司
9.	注册资本:	不适用
10.	已发行股本:	US\$10,000,000



附表 4  
房地产

序号	房产权属	房产证号	房产名称	地址	用途	使用期限	使用面积	登记价	备注
1	日东电子科技(深圳)有限公司		2919	宝安区宝城 26 区裕安二路与公园路交汇处(中洲华府)	人才安居房		41.85		
2	日东电子科技(深圳)有限公司		3316	宝安区宝城 26 区裕安二路与公园路交汇处(中洲华府)	人才安居房		32.23		
3	日东电子科技(深圳)有限公司		2407	宝安区宝城 26 区裕安二路与公园路交汇处(中洲华府)	人才安居房		37.31		
4	日东电子科技(深圳)有限公司		2518	宝安区宝城 26 区裕安二路与公园路交汇处(中洲华府)	人才安居房		43.2		
5	日东电子科技(深圳)有限公司		2D4B	宝安区松岗街道松岗大道与松白路交汇处(中闽苑)	人才安居房		92.58		
6	日东电子科技(深圳)有限公司		1C12A	宝安区松岗街道松岗大道与松白路交汇处(中闽苑)	人才安居房		119.68		
7	日东电子科技(深圳)有限公司		1B18D	宝安区松岗街道松岗大道与松白路交汇处(中闽苑)	人才安居房		90.78		
8	日东电子科技(深圳)有限公司		2D19F	宝安区松岗街道松岗大道与松白路交汇处(中闽苑)	人才安居房		85.41		
9	日东电子科技(深圳)有限公司		1B5A	宝安区松岗街道松岗大道与松白路交汇处(中闽苑)	人才安居房		119.78		
10	日东电子科技(深圳)有限公司		2E21A	宝安区松岗街道松岗大道与松白路交汇处(中闽苑)	人才安居房		92.77		

房产证登记信息清单

序号	房产权属	房产证号	房产名称	地址	用途	使用期限	使用面积	登记价	备注
1	日东电子发展(深圳)有限公司	深房地字第 50003163 18 号	厂房 A 栋 一层	深圳福永街道办白石厦村	厂房	50 年	2994.58	2,548,749.60	A 栋
2	日东电子发展(深圳)有限公司	深房地字第 50003163 22 号	厂房 A 栋 二层	深圳福永街道办白石厦村	厂房	50 年	2994.5	2,548,749.60	A 栋
3	日东电子发展(深圳)有限公司	深房地字第 50003163 25 号	厂房 A 栋 三层	深圳福永街道办白石厦村	厂房	50 年	2994.5	2,548,749.60	A 栋
4	日东电子发展(深圳)有限公司	深房地字第 50003163 27 号	厂房 A 栋 四层	深圳福永街道办白石厦村	厂房	50 年	2994.5	2,548,749.60	A 栋
5	日东电子发展(深圳)有限公司	深房地字第 50003164 91 号号	厂房 A 栋 五层	深圳福永街道办白石厦村	厂房	50 年	2907.72	3,739,680.29	A 栋
6	日东电子发展(深圳)有限公司	深房地字第 50003163 32 号	厂房 G1 栋一层	深圳福永街道办白石厦村	厂房	50 年	3161.41	2,571,512.84	B 栋
7	日东电子发展(深圳)有限公司	深房地字第 50003163 36 号号	厂房 G1 栋二层	深圳福永街道办白石厦村	厂房	50 年	3173.56	2,581,395.72	B 栋
8	日东电子发展(深圳)有限公司	深房地字第 50003163 39 号	厂房 G1 栋三层	深圳福永街道办白石厦村	厂房	50 年	3173.56	2,581,395.72	B 栋
9	日东电子发展(深圳)有限公司	深房地字第 50003163 42 号	厂房 G1 栋四层	深圳福永街道办白石厦村	厂房	50 年	3173.56	2,581,395.72	B 栋
10	日东电子发展(深圳)有限公司	深房地字第 50003163 44 号	厂房 G2 栋一层	深圳福永街道办白石厦村	厂房	50 年	3155.06	3,376,008.29	C 栋
11	日东电子发展(深圳)有限公司	深房地字第 50003163 46 号	厂房 G2 栋二层	深圳福永街道办白石厦村	厂房	50 年	3201.13	3,425,304.57	C 栋
12	日东电子发展(深圳)有限公司	深房地字第 50003163 49 号	厂房 G2 栋三层	深圳福永街道办白石厦村	厂房	50 年	3201.13	3,425,304.57	C 栋
13	日东电子发展(深圳)有限公司	深房地字第 50003163 52 号	厂房 G2 栋四层	深圳福永街道办白石厦村	厂房	50 年	3201.13	3,425,304.57	C 栋

14	日东电子发展(深圳)有限公司	深房地字第 50003164 21 号	小配电房一层	深圳福永街道办白石厦村	厂房	50 年	50.84	81,080.00	水塔旁
15	日东电子发展(深圳)有限公司	深房地字第 50003164 13 号	1#配电房一层	深圳福永街道办白石厦村	厂房	50 年	117.16	202,241.00	富运前
16	日东电子发展(深圳)有限公司	深房地字第 50003164 12 号	2#配电房一层	深圳福永街道办白石厦村	厂房	50 年	133.82	147,012.00	富运后
17	日东电子发展(深圳)有限公司	深房地字第 50003164 19 号	水泵房一层	深圳福永街道办白石厦村	厂房	50 年	86.88	96,118.00	大前左边招聘室维修房
18	日东电子发展(深圳)有限公司	深房地字第 50003164 18 号	2 号门卫房一层	深圳福永街道办白石厦村	厂房	50 年	16.98	15,230.34	宿舍门口
19	日东电子发展(深圳)有限公司	深房地字第 50003164 15 号	仓库一层	深圳福永街道办白石厦村	厂房	50 年	3,322.05	3,447,107.00	仓库
20	日东电子发展(深圳)有限公司	深房地字第 50003164 10 号	饭堂 C 栋一层	深圳福永街道办白石厦村	厂房	50 年	950.69	1,351,948.44	食堂
21	日东电子发展(深圳)有限公司	深房地字第 50003164 08 号	饭堂 C 栋二层	深圳福永街道办白石厦村	厂房	50 年	950.42	1,351,564.49	食堂
22	日东电子发展(深圳)有限公司	深房地字第 50003164 17 号	饭堂 C 栋三层	深圳福永街道办白石厦村	厂房	50 年	547.03	777,915.37	食堂
23	日东电子发展(深圳)有限公司	深房地字第 50003163 55 号	宿舍 D1 栋一层	深圳福永街道办白石厦村	厂房	50 年	306.32	352,007.25	E 栋
24	日东电子发展(深圳)有限公司	深房地字第 50003163 57 号	宿舍 D1 栋二层	深圳福永街道办白石厦村	厂房	50 年	306.32	352,007.25	E 栋
25	日东电子发展(深圳)有限公司	深房地字第 50003163 59 号	宿舍 D1 栋三层	深圳福永街道办白石厦村	厂房	50 年	306.32	352,007.25	E 栋
26	日东电子发展(深圳)有限公司	深房地字第 50003163 62 号	宿舍 D1 栋四层	深圳福永街道办白石厦村	厂房	50 年	306.32	352,007.25	E 栋
27	日东电子发展(深圳)有限公司	深房地字第 50003163 65 号	宿舍 D1 栋五层	深圳福永街道办白石厦村	厂房	50 年	306.32	352,007.25	E 栋

28	日东电子发展(深圳)有限公司	深房地字第 50003163 68 号	宿舍 D1 栋六层	深圳福永街道办白石厦村	厂房	50 年	306.32	352,007.25	E 栋
29	日东电子发展(深圳)有限公司	深房地字第 50003163 70 号	宿舍 D2 栋一层	深圳福永街道办白石厦村	厂房	50 年	281.26	324,895.88	D 栋
30	日东电子发展(深圳)有限公司	深房地字第 50003163 71 号	宿舍 D2 栋二层	深圳福永街道办白石厦村	厂房	50 年	281.26	324,895.88	D 栋
31	日东电子发展(深圳)有限公司	深房地字第 50003163 77 号	宿舍 D2 栋三层	深圳福永街道办白石厦村	厂房	50 年	281.26	324,895.88	D 栋
32	日东电子发展(深圳)有限公司	深房地字第 50003163 74 号	宿舍 D2 栋四层	深圳福永街道办白石厦村	厂房	50 年	281.26	324,895.88	D 栋
33	日东电子发展(深圳)有限公司	深房地字第 50003163 79 号	宿舍 D2 栋五层	深圳福永街道办白石厦村	厂房	50 年	281.26	324,895.88	D 栋
34	日东电子发展(深圳)有限公司	深房地字第 50003163 82 号	宿舍 D2 栋六层	深圳福永街道办白石厦村	厂房	50 年	281.26	324,895.88	D 栋
35	日东电子发展(深圳)有限公司	深房地字第 50003163 84 号	宿舍 E1 栋一层	深圳福永街道办白石厦村	厂房	50 年	222.14	298,751.30	A1, A2 栋
36	日东电子发展(深圳)有限公司	深房地字第 50003163 89 号	宿舍 E1 栋二层	深圳福永街道办白石厦村	厂房	50 年	222.14	298,751.30	A1, A2 栋
37	日东电子发展(深圳)有限公司	深房地字第 50003163 90 号	宿舍 E1 栋三层	深圳福永街道办白石厦村	厂房	50 年	222.14	298,751.30	A1, A2 栋
38	日东电子发展(深圳)有限公司	深房地字第 50003163 93 号	宿舍 E1 栋四层	深圳福永街道办白石厦村	厂房	50 年	222.14	298,751.30	A1, A2 栋
39	日东电子发展(深圳)有限公司	深房地字第 50003163 95 号	宿舍 E1 栋五层	深圳福永街道办白石厦村	厂房	50 年	222.14	298,751.30	A1, A2 栋
40	日东电子发展(深圳)有限公司	深房地字第 50003163 98 号	宿舍 E1 栋六层	深圳福永街道办白石厦村	厂房	50 年	222.14	298,751.30	A1, A2 栋
41	日东电子发展(深圳)有限公司	深房地字第 50003163 99 号	宿舍 E2 栋一层	深圳福永街道办白石厦村	厂房	50 年	234.02	285,699.94	B1, B2 栋
42	日东电子发展(深圳)有限	深房地字第 50003164	宿舍 E2 栋二层	深圳福永街道办白石厦村	厂房	50 年	234.58	286,383.63	B1, B2 栋

	公司	01 号							
43	日东电子 发展(深圳)有限 公司	深房地字 第 50003164 00 号	宿舍 E2 栋三层	深圳福永街 道办白石厦 村	厂房	50 年	234.58	286,383.63	B1, B2 栋
44	日东电子 发展(深圳)有限 公司	深房地字 第 50003164 06 号	宿舍 E2 栋四层	深圳福永街 道办白石厦 村	厂房	50 年	234.58	286,383.63	B1, B2 栋
45	日东电子 发展(深圳)有限 公司	深房地字 第 50003164 05 号	宿舍 E2 栋五层	深圳福永街 道办白石厦 村	厂房	50 年	234.58	286,383.63	B1, B2 栋
46	日东电子 发展(深圳)有限 公司	深房地字 第 50003164 03 号	宿舍 E2 栋六层	深圳福永街 道办白石厦 村	厂房	50 年	234.58	286,383.63	B1, B2 栋

52,767.45 52,944,062.00

## Properties In Hong Kong

Owner of the property is Sun East Electronic Equipment Company Limited

- 1 Unit A4 on 1st Floor of Block 4,  
Nos. 436-446 Kwun Tong Road,  
Kwun Tong Industrial Centre,  
Kowloon.
- 2 Unit H4 ON 1st Floor of Block 4,  
Nos. 436-446 Kwun Tong Road,  
Kwun Tong Industrial Centre,  
Kowloon.
- 3 Car Parking Space No.44 on G/F,  
Nos. 436-446 Kwun Tong Road,  
Kwun Tong Industrial Centre,  
Kowloon.
- 4 Car Parking Space No.145 on Basement,  
Nos. 436-446 Kwun Tong Road,  
Kwun Tong Industrial Centre,  
Kowloon.

**附表 5**  
**交割条件**

1. 认购及并行认购获得组织文件、适用法律、上市规则和以其他文件中所规定的所有必要批准，其中包括：
  - (a) 根据相关法律法规(包括上市规则)的要求，所需的多数发行人的股东或独立股东(视情形而定)就，除其他事项外，配发和发行投资人股份、可转换债券、可转换债券转换之时将予发行的转换股份及其他投资人股份的特别授权，通过的股东特别大会决议；及
  - (b) 联交所上市委员会对投资人股份、可转换债券转换之时将予发行的转换股份及其他投资人股份的上市及买卖的批准。
2. 投资人完成了使其满意的对集团的尽职调查；
3. 截至交割日，附表 7 之 A 部分中载明的发行人保证在所有重要方面持续真实、准确、完整；
4. 在交割日或之前，发行人已履行其在本协议项下需履行的所有义务(包括但不限于第 6 条载明的各项承诺)；
5. 自本协议之日起，没有出现对集团公司造成重大不利影响的事件；
6. 并未就发行人签发任何临时或其他禁令，禁止发行人订立本协议及履行本协议项下的义务；及
7. 截至交割日，附表 7 之 B 部分中载明的、投资人做出的投资人保证在所有重要方面持续真实、准确、完整。

**附表 6**  
**交割安排**

**A 部分 发行人义务**

于交割之时或其他如下具体规定的时间内，发行人应当履行如下所有(而非部分，除非投资人同意)义务：

- 1.1 依第 1.1 条所载数额向投资人分配和发行投资人股份，记作全额缴资股份，并促使投资人作为投资人股份所有人登记于发行人股东名册；依第 1.1 条所载本金总额向投资人发行可转换债券，记作全额缴资债券，并促使投资人作为可转换债券所有人登记于发行人债券持有人名册；
- 1.2 交付或确保交付(视情况而定)予投资人：
  - (a) 代表向投资人发行的投资人股份的股份证书或相关司法辖区内的等效文件；
  - (b) 经发行人的董事核证的、正式记载投资人作为发行人股东的相关信息及其对投资人股份所有权的发行人的股东名册副本；
  - (c) 代表向投资人发行的可转换债券本金总额的债券证书或相关司法辖区内的等效文件；
  - (d) 经发行人的董事核证的，正式记载投资人作为债券持有人的相关信息、对可转换债券的所有权以及可转换债券和转换股份相关详细信息的发行人债券持有人名册副本；
  - (e) 有关批准(i)签署本协议及履行本协议项下发行人的义务；及(ii)依本协议向投资人发行投资人股份、可转换债券及可转换债券转换之时将予发行的转换股份的董事会决议经核证副本/摘要；
  - (f) 构成附表 5 第 1 段所载的交割条件的所有批准之经验证副本；
  - (g) 经发行人正式授权高管签署的、向投资人证明附表 5 第 3 段所列事项真实、正确的证明书；及
  - (h) 就发行人订立本协议并履行其在本协议项下的义务而向投资人出具的、符合约定格式且日期为交割日的百慕达法律意见；
- 1.3 促使董事会通过决议，分别委任投资人将提名的两名人士(被提名人士的身份需至少于交割日前五个营业日通知发行人)为发行人的业务总监(**General Manager**)和财务主管(**Financial Controller**)(自交割起生效)；
- 1.4 促使所有集团公司的公章和/或印章，在交割日后一周内，交付给投资人指定的人士；
- 1.5 促使在中国境外成立的集团公司(发行人除外)的董事，在交割日后一周内，进行令投资人满意的妥当调整；及
- 1.6 促使在中国境内成立的集团公司的董事和法定代表人，在交割日后一个月内，进行令投资人满意的妥当调整。



## **B 部分 投资人义务**

于交割之时，投资人应当履行如下所有（而非部分，除非发行人同意）义务：

- 1.1 交付一份经投资人正式授权高管签署的、证明附表 5 第 7 段所列事项真实、正确的证明书；及
- 1.2 交付由付款银行提供的书面证据以证明投资人已将一笔等于认购价款的数额电汇至发行人指定并至少于交割日前五个营业日通知投资人的账户。

**附表 7**  
**声明与保证**

**A 部分 发行人保证**

发行人向投资人声明并保证：

1. **成立与子公司：**除在披露函披露的情况以外，各集团公司均为依其成立司法辖区内法律正式成立、有效存续且资本全额缴足的公司，遵守其组织文件及其适用的所有法律、法规及公司治理要求，未进行清算或破产管理，具有拥有其财产和从事其业务所需的全部权力及权限，具有在其从事业务的司法辖区内开展业务的法定资格和许可，且本段内的上述每项声明就集团公司设立的每个分支机构而言均是真实的；发行人的全部子公司均列于附表 3，且附表 3 中所列的所有与发行人子公司相关的信息均真实、准确、不具误导性，并且除附表 3 中所列明者之外，发行人无其他子公司、联属公司或联合控制实体(jointly controlled entities)；
2. **协议的有效性：**本协议经发行人正式授权、签署并交付，构成发行人有效的、具有法律约束力的义务，并可根据其条款对发行人强制执行；
3. **股本：**
  - (a) 截至本协议日，附表 1 之 A 部分所列的所有与发行人股本有关的信息均真实、准确、不具误导性；且截至交割日，附表 1 之 B 部分所列的所有与发行人股本有关的信息均将真实、准确、不具误导性；
  - (b) 不存在任何发行人发行在外的，可转换或置换为用于购买或认购发行人股份的权证、权利或期权，或该等权证、权利或期权授予协议的证券；不存在任何其他或类似的由董事会或股东大会通过的，规制股份的发行或购买或股份认购的安排；且发行人的未发行股本不受期权约束或有条件或无条件地约定受期权约束；
  - (c) 发行人已经，或在交割日之前(视情形而定)将，具有足够的法定股本，以满足投资人股份及可转换债券转换之时将予发行的转换股份数之发行需求；
4. **投资人股份及转换股份：**投资人股份和转换股份在发行和交付时：
  - (a) 将正式、有效发行并充分支付和全额缴资；
  - (b) 将在所有方面，与其他发行在外股份位阶相同，享有同等权利；且将有权获得所有就其宣布、支付或作出的，登记日不早于交割日的股息及其他分配；
  - (c) 不受任何类型的优先认购权的约束；
  - (d) 可自由转让，不附带任何留置权、押记、负担、担保权益或第三方索赔且不受后续融资请求的约束；及
  - (e) 将在联交所主板正式上市并被认许交易；
5. **可转换债券：**可转换债券于发行并交付时：
  - (a) 将正式、有效发行并充分支付和全额缴资；

- (b) 将构成发行人的直接、无条件、非从属、无担保义务，相互之间位阶相同，无任何优先性或优先权，与发行人的所有其他当前和未来非从属、无担保义务(适用法律所给予优先权的义务除外)至少位阶相同；
  - (c) 不受任何类型的优先认购权的约束；及
  - (d) 可自由转让，不附带任何留置权、押记、负担、担保权益或第三方索赔且不受后续融资请求的约束；
6. **限制：**除非本协议项下及组织文件中另行规定：
- (a) 对投资人股份、可转换债券或转换股份的转让无限制；及
  - (b) 根据组织文件，或根据发行人作为当事人或受其约束的任何协议或其他文书，不存在对任何投资人股份或转换股份的表决或转让，或投资人股份或转换股份相关股息的支付的限制；
7. **资本构成：**各集团公司的所有已发行股份或其他股权，均经正式有效授权、发行且全额缴资；发行人持有的各集团公司的全部股权由发行人直接或间接地拥有，且不附带任何留置权、押记、负担、担保权益、第三方索赔、转让限制或表决限制；
8. **上市：**所有已发行股份均在联交所正式上市；
9. **法律与上市规则：**集团各成员及其各自的董事、高管当前均在重大方面遵守所有适用法律及上市规则中的适用要求，且发行人遵守与投资人股份、可转换债券、转换股份及其他投资人股份的发行相关的一切适用法律及上市规则中的适用要求；
10. **遵守：**发行人对本协议及其他认购协议的签署、交付及履行，投资人股份、可转换债券、转换股份和其他投资人股份的发行，本协议及其他认购协议拟议的其他交易的执行，及发行人对本协议及其他认购协议的遵守，并未：
- (a) 抵触或导致重大方面违反，发行人的组织文件，或任何以发行人或集团任何其他成员为当事方或约束其各自任何资产的契约、租契、按揭、信托契约、票据协议、借贷协议或其他协议、义务、条件、契诺或文书的任何条款或规定，或构成在前述各项项下的任何重大性不履约行为(亦未发生任何随着发出通知和/或经时间推移和/或满足任何其他要求时会导致发行人或集团任何其他成员在重大方面不履约行为的事件)；或
  - (b) 导致出现任何可能重大损害或影响发行人或集团任何其他成员未偿或可获得的任何资金融通(包括贷款、债券和对冲工具)的延续的情形；或
  - (c) 在任何重大方面侵犯，任何对发行人或集团任何其他成员或其各自的任何资产具有管辖权的，国内外任何政府、政府机构或监管机关或法院的，任何现行的适用法律、法规、规章、判决、命令、授权或法令；或
  - (d) 违反任何发行人证券挂牌上市所在交易所的规定；或
  - (e) 需要任何对发行人或任何其他人士具有管辖权的法院、政府机构或监管机关的同意、核准、批准、授权、命令、登记或认证资格，或采取、履行或作出任何其他行动或事情，但已经取得、或将在交割日之前取得，且当前具有或将于交割日具有充分效力的各项除外；

11. **财务报表:**

- (a) 集团整体(“**合并集团**”)截至 2015 年 3 月 31 日的三年期间的经审计合并财务报表,系按《香港财务报告准则》及一贯适用的香港有关法律编制,真实、公允地反映了合并集团于相关日期的财务状况及在该等财务报表所对应期间内合并集团的经营结果和财务状况的变化情况;
- (b) 合并集团截至 2015 年 9 月 30 日的六个月间的、由发行人独立审计师 **BDO Limited** 审阅的中期末审计财务报表:
  - (i) 系根据香港会计准则第 34 号“中期财务报告”编制;且
  - (ii) 根据其编制过程中采用的会计基础、做法和政策,并虑及其编制目的:
    - (A) 在任何重大方面均不具误导性;
    - (B) 未重大方面高估集团公司资产的价值,亦未重大低估集团公司的负债;且
    - (C) 未重大方面高估集团公司的利润,亦未重大低估集团公司的亏损;
- (c) 管理账目是采用与编制经审计的合并财务报表时所采用的会计政策相一致的会计政策妥当编制。根据其编制过程中采用的会计基础、做法和政策,并虑及其编制目的:
  - (i) 管理账目在任何重大方面均不具误导性;
  - (ii) 管理账目未重大方面高估集团公司资产的价值,亦未重大方面低估集团公司的负债;及
  - (iii) 管理账目未重大方面高估集团公司的利润,亦未重大方面低估集团公司的亏损;
- (d) 自 2015 年 3 月 31 日以来,除发行人在 2015 年 3 月 31 日后根据上市规则的规则 2.07C 规定公开声明的之外,集团无任何尚未公开披露且可能产生重大不利影响的变化(亦无任何涉及未来变化的发展或事件);且
- (e) 于 2015 年 12 月 31 日,集团的合并净资产值不低于 328,000,000 港元。

12. **内部控制:** 除在披露函披露的情况外,各集团公司均设有内部控制及会计控制体系,足以对下列事项提供合理保证:

- (a) 所有交易的签署应符合管理层的一般或特殊授权并在一切重大方面遵守适用法律、规则及法规(包括但不限于 **SFO** 条例、上市规则及上市规则下的公司治理准则);
- (b) 对交易进行必要的记录,以便依《香港财务报告准则》编制财务报表和维持资产会计责任;
- (c) 只有按照管理层的一般或特别授权方可处理重要资产;

- (d) 对重要资产的会计记录将以合理的时间间隔与现有资产进行比较，且将对任何出入采取适当措施；
  - (e) 发行人及集团其他成员制作并持有的账簿、记录和账目，以合理细节准确、公允地反映了该实体的交易和资产处置，并为按照《香港财务报告准则》编制发行人合并财务报表提供了合理充分的依据；
  - (f) 发行人目前的管理信息及会计控制系统已至少运行 12 个月，且在此期间，发行人及集团任何其他成员均未经受与上述(a)至(e)项有关的任何重大困难；
13. **或有债务：**(i)尽发行人所知，除附表 7 之 A 部分第 11(a)段所述的财务报表中披露的之外，集团无与第三方负债有关的任何其他未尽保证或或有支付义务；且(ii)各集团公司均在所有重大方面遵守了其在附表 7 之 A 部分第 11(a)段所述的财务报表中披露的任何未尽保证或或有支付义务下的全部义务；
14. **资产负债表外安排：**
- (a) 除在披露函披露的情况外，集团公司均未开展任何资产负债表外交易，且发行人和集团任何其他成员亦未与有助于发行人或集团任何其他成员转移或获取资产的非并表实体(如结构性融资实体和特殊目的实体)有任何关系；
  - (b) 即使在披露函有所披露，集团所有经员工或其他第三方的私人银行账户支付或收取的款项(以及以现金支付或收取的款项)均已适当反映在集团的财务报表(经审核及未经审核)及管理账目；
15. **审计师：**依审计报告所述，对发行人和合并集团财务报表及相关附注进行审计并就此交付审计报告的审计师，是独立于发行人及合并集团的报告会计人员；
16. **税收与课税：**
- (a) 所有适用法律及法规要求应当由或就发行人及各集团其他成员作出的，所有税收申报、报告、报备及相关支持文件均已做出；所有此类申报、报告和报备，均符合现状，正确，符合税收法律法规，有正当依据，不是与相关税务或其他适格部门之间的任何重大争议的对象；尽发行人所知，除在披露函披露的情况外，当前没有合理可能会导致任何此类争议的情形；此外，于附表 7 之 A 部分第 11(a)段所述的财务报表中所包含的准备金、费用、应计费用和预留，足以涵盖截至财务报表相关的会计基准日或之前的所有会计期限内任一集团公司须承担的所有税收；
  - (b) 除在披露函披露的情况外，由各集团公司负责预提或支付予有关税务局或其他税收部门，且支付到期日早于本协议日或交割日的所有税收，均已(i)及时向相关部门缴付，或(ii)在附表 7 之 A 部分第 11(a)段所述的财务报表中作为应计费用予以反映；且任何集团公司均无需就此支付任何罚款或滞纳金；
17. **税费：**就投资人股份、可转换债券、转换股份及其他投资人股份的发行而言，在香港、中国或任何其他相关司法辖区内，不会课征、亦无需缴纳任何税费(包括任何印花税、发行税或转让税费，任何服务税和任何收益或收入税费，不论以代扣代缴或其他形式征收)；
18. **所有权：**

- (a) 房地产包括截至本协议之日集团所拥有的所有土地及房产，且附表 4 中所含之描述在任何重大方面均为真实、准确且不具误导性。就每项房地产而言，除在披露函披露的情况外，(i)无索赔、押记、按揭、债权、留置权或其他具有类似效果的负担，(ii)无出租、租赁、许可或其他占用权、期权、优先购买权，或出售协议或其他具有类似效果的协议，且(iii)未收到任何部门发出的对房地产行使重新入住权或占有权之通知；
- (b) 各集团公司均具有有效、可依法执行的权利，使用、占用、拥有其当前经营的业务中所使用的所有财产及重要资产(“资产”)。不存在影响上述任何资产的押记、留置权、负担或其他担保权益或第三方权利或权益、条件、规划同意、命令、法规、瑕疵或其他限制；

19. **执照与批准：**

- (a) 集团已取得开展其截至本协议日从事的业务所需的全部执照或登记，且各集团公司均持有必要的由所有适当的国家、州、地方及其他政府机构和监管机构、所有交易所及所有的法院及其他法庭(无论国内或国外的)颁发的证书、授权、执照、命令、同意、批准及许可(“执照与批准”)，并已向所有适当的国家、州、地方及其他政府机构和监管机构、所有交易所及所有的法院及其他法庭(无论国内或国外的)作出所有必要的声明和申报，以拥有或租赁(视情形而定)，及建设、开发和运营其资产及从事其当前经营的业务；
- (b) 各集团公司均所有重大方面遵循所有执照与批准的条款及条件，且已就执照与批准提交所有必要的申报、报备及其他必要文件；
- (c) 所有执照与批准均有效、未附加条件或受已经或将继续得到满足的条件的制约；
- (d) 尽发行人所知，不存在合理预期可能会导致执照与批准被吊销、吊扣、注销、变更或不延展的事实或情形，且不存在合理预期可能会致使执照与批准的任何条件被违反或违背的事实或情形；
- (e) 任何集团公司均未被任何行业组织或机构拒绝接纳为会员，或被其隶属或曾经隶属的行业组织或机构谴责或处分，或被任何该等行业组织或机构取消会员资格；

20. **知识产权：**

- (a) 各集团公司均在其开展业务的各个国家拥有开展其业务所必要的知识产权或取得相关使用许可；发行人签署、交付并履行本协议及其他认购协议，投资人股份、可转换债券、转换股份和其他投资人股份的发行，或本协议及其他认购协议拟议的其他交易的执行，均不会影响该等知识产权或集团使用任何该等知识产权的能力；
- (b) 所有与知识产权有关且任何集团公司为当事方(无论其作为许可方或被许可方)、或与任何集团公司拥有的知识产权有关的协议，均合法、有效、具有约束力并可依其各自的条款强制执行；任何集团公司，且尽发行人所知，任何第三方，均未作出任何会影响任何该等知识产权或任何该等协议的合法性、有效性、约束力或可强制执行性的行为或不作为；任何该等知识产权或协议均不受制于、或包含任何不利影响任何集团公司将其用于经营其业务的能力的限制；相关集团公司将能够在必要或适当之时延展其拥有的或被许可使用的任何知识产权，

且尽发行人所知，不存在合理预期可能会导致任何该等知识产权无法被延展的事实或情形；

- (c) 各集团公司均遵守了与知识产权有关且该集团公司为当事方(无论其作为许可方或被许可方)、或与任何集团公司拥有的知识产权有关的各协议的条款；各集团公司均未违反任何该等协议，且尽发行人所知，无第三方违反任何该等协议；
  - (d) 除在披露函披露的情况外，集团公司均未侵犯或可能侵犯任何第三方的任何知识产权；集团公司均未收到与任何知识产权有关的侵权通知，或在任何司法辖区内与他人主张的相关知识产权权利相冲突的通知；尽发行人所知，不存在他人就任何集团公司侵犯或另行违反任何他人的知识产权而威胁提起的诉讼、起诉、法律程序或索赔，且尽发行人所知，不存在可能会形成任何该等诉讼、起诉、法律程序或索赔的合理依据的事实；
  - (e) 尽发行人所知，不存在任何人士未经授权使用任何集团公司的任何知识产权或保密信息的情形；
  - (f) 除在披露函披露的情况外，IT 系统由所有开展集团运营业务所需的信息技术系统及相关权利构成；集团使用的 IT 系统以合法方式采购和使用；所有 IT 系统有关的、任何集团公司为当事方的协议均合法、有效、有约束力且可强制执行；各集团公司均未违反任何与 IT 系统有关的且任何集团公司为当事方的协议；
21. **关联交易：**任何集团公司(作为一方)与相关实体的关联人士(作为另一方)之间的所有交易，在所有重大方面均遵守适用于发行人及其子公司的上市规则的规定，且发行人经审计的合并财务报表中所述的该等交易，在任何重大方面均真实、完整、准确、不具有误导性；
22. **重大合同：**除在披露函披露的情况外，任何集团公司均非任何属于下列情形的现行协议或安排的当事方：
- (a) 建立任何合资、联营、合伙或利润(或亏损)分担之协议或安排的；
  - (b) 涉及集团公司授予第三方任何不竞争承诺的；
  - (c) 由其签订或其自身或其财产可能受之约束的，但本着公平交易原则协商订立的除外；
  - (d) 规定在单笔交易中向或由集团公司支付超出 3,000,000 港元(或其他货币等值金额)的，但属相关集团公司正常经营过程的除外；
  - (e) 在签署之日起十二个月内不能依照其条款履行的、或不能依提前不足三个月通知而终止的；
  - (f) 属于繁苛性质的、或相关集团公司若不付出不合理的或不寻常的金额则无法依其条款履行的；
  - (g) 不属于相关集团公司正常经营过程的；或
  - (h) 依其条款，作为订立及履行本协议或其他认购协议之结果，(a)有关协议的任一其他方将有权免除任何重大义务或变为有权行使任何重大权利(包括任何终止权

或优先认购权或其他期权)的；或(b)任何集团公司将会在重大方面违约的；或(c)有可能产生或增加任一集团公司的责任或义务的；

23. **诉讼：**

- (a) 除在披露函披露的情况外，任何集团公司均未以原告或被告或其他身份涉入任何民事、刑事或仲裁程序(正常经营过程中的债务催收除外)或任何法庭前的任何法律程序，且尽发行人所知，无此类未决或威胁提起的诉讼程序；
- (b) 除在披露函披露的情况外，就任何集团公司所知，不存在可能导致由或对集团公司提起或对任何集团公司需就其行为或过失替代性承担责任的任何人士提起任何此类诉讼的事实；
- (c) 特别是，但在不影响前述一般性的情况下，任何集团公司与其客户、供应商或员工之间不存在任何争议金额对于集团的财务状况或前景而言属重大的争议；
- (d) 无针对任何集团公司的未获履行或尚未了结的判决或法院命令，未就任何集团公司的清盘作出任何命令或提交任何申请或通过任何决议，亦未就任何集团公司的业务或资产的任何部分指定任何破产管理人或启动任何扣押(distress)、执行(execution)或其他程序；

24. **保险：**各集团公司均具有开展其目前营运业务和遵守所有法律要求所必需的保险单；该等保险单具有充分的效力，且与之相关的所有保费均已缴付；未收到与任何该等保险单相关的注销或终止通知；各集团公司均在所有重大方面遵守了该等保险单的条款和条件；

25. **无偿债能力：**所有集团公司当前且始终具有偿债能力；并未就任何集团公司的清盘、任何临时清算人的指定或任何集团公司的业务据此终止及资产据此在债权人和/或股东或其他出资人之间进行分配的任何其他程序，而作出任何命令，或尽发行人所知，向任何政府实体提交任何申请或召集任何会议；且未发生适用法律项下合理可能证明或导致前述任一项的任何事件，亦不存在适用法律项下合理可能证明或导致前述任一项的任何情形；

26. **违约：**任何集团公司均未在重大方面违反不履约于(亦未发生任何随着发出通知和/或经时间推移和/或满足任何其他要求时会导致不履约行为的事件)：(i)任何法律、法规、协议或执照与批准；或(ii)任何集团公司为当事方的任何重大合同或协议；且每一该等合同或协议构成其各当事方有效、约束性且可强制执行之义务；

27. **环境法：**各集团公司(i)在从事其当前所经营业务时均在重大方面遵守所有许可、执照或其他批准和适用的环境法所要求的标准；且(ii)未收到任何环境法下任何实际或潜在责任通知；

28. **员工：**

- (a) 集团公司与其任一员工之间不存在任何不引致损害赔偿或补偿(法定离职补偿或不合理解雇或不合理、不合法解雇的法定补偿除外)请求权则无法由集团在至多提前三个月发出通知后予以终止的聘用合同；
- (b) 除在披露函披露的情况外，集团未涉入，就集团任何现任或前任董事或其他高管、员工、经理、代理人、客户经理、经销商、经销商代表、独立承包商、工



人或顾问提出的任何权利主张，且不存在合理预期可能会导致此类权利主张的因素或情形；

- (c) 除在披露函披露的情况外及就发行人所知，集团公司的或受聘于集团公司的员工均未被提起任何纪律或申诉程序；

**29. 退休金及 MPF 计划：**

- (a) 除 MPF 计划及由中国政府运行的国家管控的退休福利计划及在披露函披露的情况外，任一集团公司均不承担任何法律责任或义务，且任何集团公司均非任何特惠安排或承诺的一方，向或为相关员工或其被告人或其他人士支付任何退休福利、退休金、抚恤金、年金、离职补贴或类似款项，或人寿保险、医疗保险或永久性健康付款或类似款项；且不存在任何关涉或约束任何集团公司或任何集团公司正在或已经缴款或拟议缴款的退休福利、或退休金或身故抚恤金，公积金或计划，人寿保险或健康保险或健康保障，或类似计划或安排；
- (b) 已向投资人披露 MPF 计划的全部详细情况，包括但不限于，参与凭证、供款表、信托契约真实副本、管辖规则、最新精算报告及资产明细、筹资安排及现行成员情况；
- (c) 在交割之前，未经投资人同意，相关成员公司参与 MPF 计划的条款，不会被修订或中断；并且在交割之前，未取得上述同意，任何修订或中断 MPF 计划或针对 MPF 计划行使自由裁量权的计划、提议或意向，均不会告知予任何员工；
- (d) 任何集团公司及相关员工或其他人士需作出的、对或关涉 MPF 计划的一切准备金、付款和供款，均已适当作出，但针对已终止其与集团的聘用关系且未撤销或转让其已赋权利益的相关员工的除外；任何集团公司或 MPF 计划的任何受托人、经理、管理人(如有)或托管人(如有)，均未违反，MPF 计划条款，或任何就 MPF 计划适用的法律、法规或法典；
- (e) 任何集团公司及任何相关员工，均非任何与 MPF 计划有关的法律、仲裁、行政或其他程序的当事方；并无任何未决的或威胁提起的，已经或可能针对集团公司或任一相关员工提出或提起的，与 MPF 计划有关的权利主张、调查、诉讼或仲裁；
- (f) 不影响本第 29 段中前述保证的一般性，任何集团公司均未收到，MPF 计划受托人依《强制性公积金计划(一般)规例》(香港法例第 485 章附属法例 A)第 133 节发出的任何不供款通知；

- 30. 信息：**发行人或其代表向投资人、投资人代理人或专业顾问提供的或书面披露的所有信息，在所有重大方面均真实、准确且不具有误导性；所有如此提供或披露的关涉各集团公司的预测、意见和预估，均系经正式、谨慎和适当的考量之后作出，以合理假设为基础，且代表了基于该等人士(或其中任一者)所知事实诚实作出的合理公允预期；所有此等信息均不属于以下信息，即与发行人或发行人的证券有关的、未公开的、且如公开可能对该等证券的价格(包括价值)造成显着影响的信息，或者与发行人有关的其他方面属于内幕信息(定义见《证券及期货条例》(第 571 章)第 245 条)的信息；并且自提供此等未进入公共领域的信息以来，并无任何与发行人或集团的财务或业务状况有关的重大发展或情形；

31. **公告：**就发行人发布的所有公告而言，(i)其中包含的所有声明在每一重大方面均真实、准确、不具误导性；(ii)其中表述的所有意见及意向均是其真实表达，系在考虑所有相关情况后达成，且以合理假设为依据；及(iii)未遗漏，任何其他在任何重大方面会致使任何公告中的任何该等声明或表述具有误导性，或根据公告作出时的情形可能属于重大的事实；
32. **遵守证券法：**就发行人所知：(i) 发行人及其任一关联方均未掌握，任何与发行人或发行人的证券有关的、未公开的、且如公开可能对该等证券的价格(包括价值)造成显着影响的信息，或者任何与发行人有关的在其他方面属于内幕信息(定义见《证券及期货条例》(第 571 章)第 245 条)的信息；及 (ii) 发行人及其任一关联方，目前及在直至紧接本协议终止或交割日(以较早者为准)之后的任何时间，均未从事第 270 条和第 291 条规定的内幕交易，或《证券及期货条例》(第 571 章)第 XIV 部第 3 分部规定的其他市场失当行为；
33. **反洗钱：**各集团公司，过去和目前，始终依照其成立的司法辖区及该实体(视情形而定)业务所在的每一其他司法辖区的所有适用的反洗钱法律、法规和规章(合称“**反洗钱法律**”)，从事其经营；并无任何由或在任何法院、政府或监管机构、部门或机关或任何仲裁机构提起的，涉及任何集团公司的，与任何反洗钱法律有关的，未决的，或就发行人所知，威胁或拟议提起的诉讼或程序；
34. **反腐败制度：**集团具备反腐败制度，其员工被禁止为或代表集团作出任何违反集团该等内部政策的行为；且集团不鼓励或允许其员工从事腐败行为；
35. **腐败行为：**
- (a) 除在披露函披露的情况外，集团任何成员，且就发行人所知，任何为或代表前述行事的董事、高管、代理、员工、代表、顾问或任何其他人士(单称及合称为“**发行人代表**”)，在过去的三(3)年内，均未违反(除非违反(单一项或合计地)不会对任何集团公司造成重大不利影响)，任何与反贿赂或反腐败(政府的或商业的)有关的，适用于集团或发行人股东的业务和交易的法律、法规或命令，包括但不限于美国 1977 年《反涉外腐败行为法》(包括其修订)、英国 2010 年《反贿赂法》、中国《刑法》、中国《反不正当竞争法》、中国《关于禁止商业贿赂行为的暂行规定》、香港《防止贿赂条例》(第 201 章)及任何适用的反腐败法律以及该等法律项下的法规和规章(“**反腐败法律**”)；任何集团公司及发行人代表，均未向任何政府官员或任何人士，提议、支付、允诺支付或授权支付任何款项，或者提议、提供、允诺提供或授权提供任何有价物，而在相关情形下，相关集团公司或发行人代表知晓或(在正式、妥当征询后)合理应当知晓，该等款项或有价物的全部或一部分，会直接地或间接地，为以下目的，以下列方式提出、提供或允诺予任何人士：
- (i) 为以下目的：(i) 影响政府官员以其官方身份作出的任何行为或决策；(ii) 诱使政府官员作出任何违反其法定职责的作为或不作为；(iii) 取得不当优势；(iv) 诱使政府官员影响或施加作用于任何政府实体的任何行为或决策；或(v) 协助任何集团公司或发行人代表，为或与发行人、任何其他集团公司或发行人代表，取得或保留业务，或将业务引向，发行人、任何其他成员或发行人代表；
- (ii) 以下列方式，即会构成，公职或商业贿赂，对敲诈或回扣的接受或默许，或任何非法或不当的取得业务或任何不当优势的手段，或具有上述目的或效果；

- (b) 任何集团公司，且就发行人所知，任何发行人代表，均未就任何被指称的、反腐败法律项下发生的或与任何未遵守任何反腐败法律有关的作为或不作为，开展或启动任何内部调查，或向任何政府实体或类似机构作出自愿、定向或非自愿披露。任何集团公司及任何发行人代表，均未因任何实际或潜在未遵守本第35段中前述任何规定，而收到任何通知、请求或传票；
  - (c) 就发行人所知，任何集团公司的任何高管、董事或员工均非政府官员；且
  - (d) 各集团公司均根据公认会计原则保持完整准确的账簿和记录，包括向任何代理人、顾问、代表、第三方和政府官员所支付款项的记录。各集团公司均制定了有效的披露控制和流程，并具备内部会计控制体系，足以合理保证，对适用反腐败法律的违反行为会被防止、发现和阻止；
36. **与制裁国家相关之业务：**集团公司目前及在过去的三年内没有与位于任何属于制裁法律目标或对象的国家或地区的政府、实体或个人有任何商业交易或往来；
37. **其他交易：**除发行人于本协议日之前已根据上市规则的规则 2.07C 予以公告的交易之外，任何集团公司均非如若按其条款执行则产生产生重大不利影响的任何其他交易的当事方。

包含于附表 7 之 A 部分的或根据附表 7 之 A 部分作出的声明与保证，应在虑及届时的事实和情形后，于交割日予以重述，但明确仅于本协议日作出的声明和保证除外。

## **B 部分 投资人保证**

投资人特此向发行人声明并保证：

1. 其系依其成立或组建司法辖区内法律正式成立、组建并有效存续的公司，未进行清算或破产管理，具有拥有其财产和从事其业务所需的全部权力及权限；
2. 在其组织文件下，其有权力依本协议条款认购和持有投资人股份和可转换债券；
3. 其具有全部权力和权限，签订本协议并履行其在本协议项下的义务；
4. 其为独立第三方，且并非发行人或其任何子公司或发行人或其任何子公司各自的董事、最高行政人员(chief executive)或主要股东(substantial shareholder)(定义见上市规则)的关连人士或联系人(定义分别见上市规则)；及
5. 本协议经投资人正式授权、签署并交付，构成投资人有效的、具有法律约束力的义务，并可根据其条款强制执行。

## 附表 8 定义

除非上下文另有要求，否则本协议中使用的下列用语和措辞具有以下含义：

任一特定人士的“**关联方**”指，直接地或间接地，控制该特定人士、受控于该特定人士或与该特定人士处于同一控制之下的任何其他人士；

“**反腐败法律**”具有附表 7 之 A 部分第 35(a)段规定的含义；

“**适用法律**”，就任何人士而言，指适用于并约束该等人士的任何政府或监管部门的任何法律、法规、规章、指令、协定、法令或命令，且不限制前述内容，就发行人而言，应包括上市规则；

“**资产**”具有附表 7 之 A 部分第 18 段规定的含义；

“**授权人士**”具有第 11.1 条规定的含义；

“**部门**”指任何政府或监管委员会、理事会、机构、部门或机关，或任何证券交易所、自律组织或其他非政府监管部门，或任何法院、法庭或仲裁机构，在每一情形下，不论为全国的、中央的、联邦的、省级的、州的、地区的、市级的、地方的、国内的或国外的；

“**董事会**”指发行人的董事会；

“**营业日**”指香港的商业银行开门营业的日子(不含周六、周日或香港公众假期以及任何其他香港发出 8 级或以上热带气旋警报或“黑雨”警报信号之日)；

“**交割**”指认购依第 3 条完成；

“**交割条件**”指附表 5 载明的交割条件；

“**交割日**”指交割之日，该日期应为无条件日之后的第七个营业日，或各方可能约定的其他日期；

“**并行认购**”具有序言部分(B)段规定的含义；

“**保密协议**”具有第 11.1 条规定的含义；

“**合并集团**”具有附表 7 之 A 部分第 11 段规定的含义；

“**组织文件**”指发行人不时的组织大纲和章程；

“**控制**”，就任一企业而言，指

- (a) 对可在该企业股东大会上行使的多数表决权的行使进行主导的权力；
- (b) 该企业董事会多数成员(或相应高管)的任免权；或
- (c) 依其组织文件中包含的条款或控制权合同或其他，对该企业施加支配性影响的权利。

在每一情形下，不论直接地或间接地，且“**受控制**”和“**控制着**”应作相应解释；

“**转换股份**”指在可转换债券依可转换债券契据(其格式见附表 9)中载明的条款和条件进行转换之时，发行人发行的新股份；

“可转换债券”具有第 1.1 条规定的含义；

“董事”指发行人董事；

“披露”指保证人在本协议或披露函中向投资人披露或根据本协议或披露函视为已向投资人做了披露的事项；

“披露函”指保证人在本协议日期向投资人出具的披露函（包括其任何附件或附录）及其所附的所有文件；

“争议”具有第 17.2 条规定的含义；

“环境法律”指任何及所有，与环境(包括但不限于人类和动植物生命、大气、地表水、地下水或土地)的保护、财产和专有权利的保护、环境损害赔偿(不论通过清理、补救、控制或其他处理或向任何主管部门支付款项)、或职业或公共健康和安全有关的，超国家、国家、州、地方和外国成文法、法律、法规、条例、规章、判决、命令、法令、许可、特许、同意、特许经营、执照、协议或其他政府限制；

“排外损失”具有第 5.6(a)条规定的含义；

“展期后最终截止日”具有第 2.3(b)条规定的含义；

“股东大会”指按照组织文件不时有效召开的发行人股东大会；

“政府实体”指：(a)任何国家、联邦、州、郡、市、地方或外国政府，或任何行使属于或关涉政府的行政、立法、司法、监管、税收或管理职能的实体；(b)任何国际公共组织；(c)本定义前述(a)或(b)款所述的任何政府、实体或组织的任何局、署、厅、委或其他政治分支；或(d)任何全部或部分由以下实体所有或受以下实体控制的公司、商行、企业或其他实体：(i)任何国家、联邦、州、郡、市、地方或外国政府，或任何行使属于或关涉政府的行政、立法、司法、监管、税收或管理职能的实体；(ii)任何国际公共组织；或(iii)前述(i)或(ii)款所述的任何政府、实体或组织的任何局、署、厅、委或其他政治分支；

“政府官员”指：(a)任何政府实体的官员、高管、员工或代表，或任何以政府实体官方职务或代表政府实体行事的人士；(b)任何政党或党派官员或政治职务候选人；或(c)任何全部或部分由本定义前述(a)或(b)款所述的任何人士所有或受该等人士控制的公司、商行、企业或其他实体；

“集团”指发行人及其不时的各子公司、联属公司和联合控制实体(jointly controlled entities)，本协议日的详情参见附表 3 中的清单及附表 2 中的公司结构图；

“各集团公司”指集团的全体成员，及某一“集团公司”指其中任一者；

“港元”或“HK\$”指港元，香港的法定货币；

“《香港财务报告准则》(HKFRS)”指香港会计师公会不时发布的香港财务报告准则；

“HKIAC”具有第 17.2(b)条规定的含义；

“香港”指中华人民共和国香港特别行政区；

“独立投资人 1”指 Reach General International Limited；

“独立投资人 2”指陳萍女士；

“知识产权”指专利、发明、商标、商号、著作权、域名、数据库权利、设计权、专有技术、商业秘密、专有信息或保密信息(不论是否注册)、注册申请及前述任一项的注册申请权，以及所有其他知识产权和同等或类似保护形式；

“投资人”指紫光科技戰略投資有限公司，一家依香港法律组建的公司，注册地址为香港中环皇后大道中 28 号中汇大厦 11 楼；

“投资人股份”具有第 1.1 条规定的含义；

“投资人保证”指附表 7 之 B 部分载明的各项保证；

“发行人”指日东科技(控股)有限公司，一家在百慕达组建的公司，在联交所主板上市(股票代码：365)；

“发行人代表”具有附表 7 之 A 部分第 35 段规定的含义；

“发行人保证”指附表 7 之 A 部分中载明的各项保证；

“IT 系统”指集团公司使用的重大信息和通讯技术，包括硬件、专有和第三方软件(现成软件(off-the-shelf software)除外)、服务、网络、外围设备及相关文件；

“证照与批准”具有附表 7 之 A 部分第 19 段规定的含义；

“上市规则”指《香港联合交易所有限公司证券上市规则》；

“最终截止日”具有第 2.3 条规定的含义；

“损失”具有第 4.6 条规定的含义；

“管理账目”指始于 2015 年 10 月 1 日、止于管理账目日的期间内未经审计的月度管理账目；

“管理账目日”指 2015 年 12 月 31 日；

“重大不利影响”指任何事件、情形或影响，或前述的任何组合，其会或合理预期可能会实质不利于(i)集团整体业务、经营、业务成果、财务状况或前景；或(ii)发行人履行其在本协议项下的义务或完成并行认购的能力，在任一情形下，排除任何起因于以下任一项或其任何组合的事件、情形或影响：指任何事件、情形或影响，或前述的任何组合，其对集团整体的业务、运营、经营结果或财务状况或前景，具有或合理预期可能具有重大不利

- (a) 对本协议及其他认购协议的条款和条件，以及任何发行人在此等每一协议项下应履行的交易或约定项下的义务的履行或遵守；或
- (b) 流行病、地震、飓风、龙卷风或其他自然灾害，或火灾、战争、暴乱、恐怖行动或类似不可抗力事件，但前提是任何该等事件不会在任何实质方面不成比例地、实质性地影响集团；

“反洗钱法律”具有附表 7 之 A 部分第 33 段规定的含义；

“MPF 计划”指依《强制性公积金计划条例》(香港法例第 485 章)要求制定的强制性公积金计划；

“其他投资人股份”具有序言部分(B)段规定的含义；

“其他认购协议”具有序言部分(B)段规定的含义；

“全面收购要约”指按照收购守则代表投资人做出的全面收购要约，为收购投资人或其一致行动人(该术语定义参见收购守则)尚未拥有的或同意收购的全部已发行股份之目的；

“全面收购要约交割”指全面收购要约依全面收购要约通函完成；

“全面收购要约通函”指投资人及发行人按照收购守则就全面收购要约将向发行人股东发布的通函；

“中国”指中华人民共和国；

“房地产”指详列于附表 4 的房地产；

“登记人”指 Tricor Tengis Limited，发行人在香港的股份登记和过户分处；

“相关员工”指各集团公司的现任或前任董事、高管或员工；

“规则”具有第 17.2(a)条规定的含义；

“制裁法律”指 (i) 任何由美国政府(包括不限于美国财政部海外资产控制办公室、美国国务院和美国商务部)管理或执行的经济制裁，包括但不限于其下所称的“特别指定国民或受拒人士”，(ii)由《美国与敌贸易法》、《美国国际紧急经济权力法》、《美国联合国参与法》或《美国叙利亚责任与黎巴嫩主权恢复法》(包括各项之修订)，或美国财政部的任何海外资产控制法规(包括但不限于《美国联邦法规》31 卷 B 编 V 章，包括其修订)，或与之有关的任何授权立法或执行令施加的，或基于前述各项中载明的义务或权限的，任何制裁或要求，及(iii) 由联合国安理会、瑞士、欧盟或其他相关制裁部门施加的任何制裁措施；

“SFO 条例”指《证券及期货条例》(香港法例第 571 章)，包括其不时的修订、补充或其他修改；

“股东特别大会”指发行人将召开的，批准认购、并行认购等事宜的股东特别大会；

“股份”指发行人股本中每股面额 0.10 港元的普通股；

“联交所”指香港联合交易所有限公司；

“认购”具有序言部分(A)段规定的含义；

“认购价款”具有第 1.2 条规定的含义；

“子公司”，就任何人士而言，包括：(i) 任何由该等人士持有或控制(无论是直接地，或通过一家或多家子公司间接地)超出 50%的已发行股本、或具有推选其董事、经理人或托管人之惯常表决权的其他所有权权益之公司或业务实体；(ii) 任何由该等人士持有或控制(无论是直接地，或通过一家或多家子公司间接地)不超出 50%的已发行股本、或具有推选其董事、经理人或托管人之惯常表决权的其他所有权权益，但主导其业务运营之管理权由该等人士实际控制(无论是直接地，或通过一家或多家子公司间接地)之公司或业务实体；及 (iii) 任何在任何时候将其报表并入该等人士报表，或，依香港法律或任何其他适用法律法规、或《香港财务报告准则》或其他不时适用的公认会计准则，应当将其报表并入该等人士报表之公司或业务实体；

“继续有效条款”指第 5、11、14 和 17 条；

“收购守则”指香港《公司收购及合并守则》；

“第三方权利”指任何人士的任何权益、权利主张或衡平法权利(包括任何收购权、优先认购或转换期权或权利)，或任何抵押、押记、质押、留置权、权利负担、转让、担保契约、担保权益、所有权保留或任何其他担保协议或安排，或任何创设上述任一项的协议；

“交易日”指股份于联交所交易之日；

“无条件日”具有第 2.3 条规定的含义；

“美元”或“US\$”指美元，美利坚合众国的法定货币；

“保证”指附表 7 载明的发行人保证和投资人保证；

“各保证人”指发行人和毕天富先生，及某一“保证人”指其中任一者；及

“工作时间”指通知接收地的每一营业日的 9.30 a.m.至 5.30 p.m.。

在本协议中：

- (a) 表示单数形式的词语应包括复数形式，反之亦然；
- (b) 表示某一性别的词语应包括各种性别；
- (c) 提及人士时，视为包括自然人、商行、合伙、法人团体、企业、联合会、组织、信托、受托人、法定代表人、政府(或其任何部门或机构)或任何其他实体(无论冠以何种名称或如何组建)(在每一情形下，不论是否具有独立法人资格)，但提及个人时，视为仅指自然人；
- (d) 提及条款和附表时，系指本协议的条款和附表，但另行指明时除外；
- (e) 提及段或款时，系指出现提及内容的附表之相关段或款，但另有明确规定时除外；
- (f) 所设标题仅为参引之便，不得影响对本协议的解释；
- (g) 凡提及法规或法定条文时，均指该法规或法定条文本身及其已经作出的或可能不时作出的修订、修改、合并或再制定；
- (h) 用语“本协议的”、“本协议项下”(及任何其他类似措辞)，指本协议，而非指本协议的任一特定条款或其他部分，且包括任何本协议之补充协议；及
- (i) 本协议中的任何陈述，凡通过‘就发行人所知’或任何类似措辞加以限制的，均指发行人董事和高级管理团队成员的实际所知，且视为包括一项额外陈述，即上述陈述系经该等人士适当、认真征询后作出。



附表 9  
可转换债券契据格式

**CONVERTIBLE BOND INSTRUMENT**

**by way of deed poll executed on [●], 2016**

**constituting HK\$148,000,000 convertible bonds due 2021**

**convertible into ordinary shares of**

**SUN EAST TECHNOLOGY (HOLDINGS) LIMITED**

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**THIS INSTRUMENT** is made by way of deed poll on [●], 2016 by **SUN EAST TECHNOLOGY (HOLDINGS) LIMITED**, a company incorporated in Bermuda with limited liability, whose registered office is at Clarendon House, 2 Church Street Hamilton HM 11, Bermuda and the shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited (stock code: 365) (the “**Issuer**”).

**WHEREAS:**

- (A) This Instrument is hereby issued by the Issuer pursuant to the Subscription Agreement dated February 4, 2016 executed by and among the Issuer, Mr. But Tin Fu and UNIS Technology Strategy Investment Limited (the “**Subscription Agreement**”).
- (B) The Issuer has in accordance with its bye-laws and by a resolution of its board of directors passed on [●], 2016 resolved to create and issue the Bonds (as defined below).

**NOW THIS INSTRUMENT WITNESSES AND THE ISSUER HEREBY DECLARES AS FOLLOWS:**

**1. DEFINITIONS**

- 1.1 In this Instrument and the Bonds, unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them as follows:

“**Affiliate**” of a Person (the “**Subject Person**”) means (a) in the case of a Person other than a natural person: (i) any other person that directly or indirectly Controls, or is Controlled by, or is under common Control with, the Subject Person; and (ii) without limiting the generality of the foregoing, includes any limited or general partner, venture capital, investment vehicle or investment fund or member of such person now or hereafter existing that is controlled by or under common control with the Subject Person and (b) in the case of a natural person, any other Person that is directly or indirectly Controlled by the Subject Person or is an Associate of the Subject Person;

“**Alternative Stock Exchange**” means at any time, in the case of the Shares, if they are not at that time listed and traded on the Hong Kong Stock Exchange, the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in;

“**Associate**” has the meaning given in Rule 1.01 of the Listing Rules;

“**Bond Certificate**” means a certificate, substantially in the form set out in Schedule 1 hereto, issued in the name of the holder of one or more Bonds;

“**Bondholder**” means a person whose name is for the time being entered in the Register of Bondholders as the holder of a Bond;

“**Bonds**” means the convertible bonds created and constituted by this Instrument and any deed poll supplemental hereto and issued with the benefit of, and subject to, the terms and conditions set out in this Instrument in registered form in the denomination of HK\$1,000,000 each and integral multiples of HK\$1,000,000 in excess thereof, comprising an aggregate principal amount of HK\$148,000,000, or, as the case may be, the principal amount thereof for the time being outstanding and a “**Bond**” means an integral part of the Bonds evidenced by a Bond Certificate issued in accordance with the provisions of this Instrument;

“**Business Day**” means a day other than a Saturday or Sunday on which commercial banks are open for business in Hong Kong and, in the case of a surrender of a Bond Certificate, in the place where the Bond Certificate is surrendered;

**“Capital Distribution”** means any dividend or distribution, whether of cash or assets in specie or other property by the Issuer for any financial period, and whenever paid or made and however described or declared after the Issue Date, (and for these purposes a distribution of assets in specie includes without limitation an issue of shares or other securities credited as fully or partly paid (other than Shares credited as fully paid to the extent an adjustment to the Conversion Price is made in respect thereof under Condition 5.4(b)(i) by way of capitalisation of reserves and including any Scrip Dividend to the extent of the Relevant Cash Dividend));

**“CCASS”** means the Central Clearing and Settlement System of Hong Kong;

**“Change of Control”** occurs when either:

- (a) UNIS Technology Strategy Investment Limited and its Affiliates are no longer the largest shareholder of the Issuer; or
- (c) the Issuer consolidates with or merges into or sells or transfers all or substantially all of the Issuer’s assets to any other Person, unless the consolidation, merger, sale or transfer will not result in such other Person or Persons acquiring Control over the Issuer or the successor entity being merged with or transferred all or substantially all of the Issuer’s assets;

**“Closing Price”** for the Shares for any Trading Day shall be the price published in the Daily Quotation Sheet published by the Hong Kong Stock Exchange or, as the case may be, the equivalent quotation sheet of an Alternative Stock Exchange for such day;

**“Conditions”** means the terms and conditions set out in Schedule 1 as from time to time modified in accordance with this Instrument, and any reference to a particularly numbered Condition shall be construed accordingly;

**“Control”** of a Person means (a) the power to appoint a majority of the members of the board of directors or equivalent governing body of such Person (or, if no such governing body exists, the direct or indirect ownership of a majority of the equity interests of such Person) or (b) the direct or indirect possession of the power to direct or cause the direction of the management or affairs of such Person, whether through ownership of securities or other ownership interests, through contractual arrangement or otherwise, and the terms **“Controlling”** and **“Controlled”** have meanings correlative to the foregoing;

**“Conversion Date”** has the meaning ascribed to it in Condition 5.3(b);

**“Conversion Notice”** means a notice electing to convert Bonds into Shares to be issued in accordance with Condition 5.3(a);

**“Conversion Period”** has the meaning ascribed to it in Condition 5.1(b);

**“Conversion Price”** means the price per Share at which Shares will be issued upon exercise of the Conversion Rights, such price initially being HK\$0.40 per Share, subject to adjustment in accordance with the terms of this Instrument;

**“Conversion Right”** has the meaning ascribed to it in Condition 5.1(a);

**“Current Market Price”** means, in respect of a Share at a particular time on a particular date, the average of the average Closing Price for one Share for each of the 30 consecutive Trading Days ending on the Trading Day immediately preceding such date; provided that if at any time during the said 30 Trading Day period, the Shares shall have been quoted ex-

dividend and during some other part of that period the Shares shall have been quoted cum-dividend then:

- (a) if the Shares to be issued in such circumstances do not rank for the dividend in question, the quotations on the dates on which the Shares shall have been quoted cum-dividend shall for the purpose of this definition be deemed to be the average Closing Price of the preceding 30 Trading Days thereof reduced by an amount equal to the amount of that dividend per Share; or
- (b) if the Shares to be issued in such circumstances rank for the dividend in question, the quotations on the dates on which the Shares shall have been quoted ex-dividend shall, for the purpose of this definition, be deemed to be the average Closing Price of the preceding 30 Trading Days thereof increased by such similar amount,

provided that, (i) if the Shares on each of the said 30 Trading Days have been quoted cum-dividend in respect of a dividend which has been declared or announced but the Shares to be issued do not rank for that dividend, the quotations on each of such dates shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of that dividend per Share; and (ii) if:

- (A) the Closing Price is not available on each of the 30 Trading Days during the relevant period, then the arithmetic average of such Closing Price which is available in the relevant period shall be used (subject to a minimum of two such Closing Prices`); and
- (B) only one or no such Closing Price is available in the relevant period, then the current market price shall be determined in good faith by the Expert;

**“Default”** means an Event of Default or any event or circumstance specified in Condition 10 which would (with the expiry of a grace period, the giving of notice, the making of any determination or any of the combination any of the foregoing) be an Event of Default;

**“Default Rate”** means 10 per cent. per annum;

**“Designated Office”** means the Issuer’s principal place of business in Hong Kong from time to time, such place being Unit H, 1st Floor, Phase 4, Kwun Tong Industrial Centre, 436-446 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong as at the date of this Instrument;

**“Distribution”** means any dividend or distribution, whether of cash or assets in specie or other property by the Issuer for any financial period, and whenever paid or made and however described or declared after the Issue Date (and for these purposes a distribution of assets in specie includes without limitation an issue of shares or other securities credited as fully or partly paid);

**“Encumbrance”** means any encumbrance, right, interest or restriction, including any mortgage, charge, assignment, pledge, lien, deed of trust, security interest, hypothecation, encroachment, easement, title defect, title retention agreement, voting trust agreement, right of pre-emption, right of first refusal, claim, option, limitation, forfeiture, penalty, equity, adverse interest or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing, including without limitation, anything analogous to any of the foregoing under the laws of any relevant jurisdiction;

**“Equivalent Amount”** has the meaning ascribed to it in Condition 5.3(d);

**“Event of Default”** means any event or circumstance specified in Condition 10;

**“Expert”** means an independent bank of international repute (acting as an expert), selected by the Issuer and approved in writing by the Bondholders. If the Issuer fails to select an Expert when required by the Conditions, the Bondholders may at their absolute discretion select the Expert;

**“Fair Market Value”** means, with respect to any assets, security, option, warrants or other right on any date, the fair market value of that asset, security, option, warrant or other right as determined by an Expert; provided that: (i) the fair market value of a cash dividend paid or to be paid per Share shall be the amount of such cash dividend per Share determined as at the date of announcement of such dividend; and (ii) where options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by such Expert) the fair market value of such options, warrants or other rights shall equal the average of the closing price for each such option, warrant or other rights for each of the 30 consecutive Trading Days ending on the Trading Day immediately preceding such date;

**“Financial Year”** means the financial year of the Issuer, currently ending on 31 March of each year;

**“Group”** means the Issuer and each of its Subsidiaries, associated companies and jointly controlled entities from time to time;

**“HK Dollar”, “Hong Kong Dollar”, and “HK\$”** means the lawful currency of Hong Kong;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Hong Kong Stock Exchange”** means The Stock Exchange of Hong Kong Limited;

**“Issue Date”** means the date of this Instrument;

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited in force from time to time;

**“Material Adverse Effect”** means any event, circumstance or effect or any combination of them which is, or which could reasonably be expected to be, materially adverse to the business, operations, business results, or financial condition or prospects of the Group taken as a whole;

**“Maturity Date”** means the fifth anniversary of the Issue Date;

**“normal office hours”** means 9 a.m. to 5 p.m. on a Business Day;

**“outstanding”** means, in relation to the Bonds, all the Bonds issued except:

- (a) those which have been redeemed in accordance with the terms of this Instrument;
- (b) those in respect of which Conversion Rights have been exercised and discharged (and, for the avoidance of doubt, a Bond in respect of which a Conversion Date has occurred shall be deemed to remain outstanding until the Conversion Right has been satisfied and discharged even if the holder is removed from the Register of Bondholders during the conversion process);
- (c) those in respect of which the date for redemption has occurred and the redemption monies and all accrued default interest and premium (if any) have been duly paid to the relevant Bondholder(s);

- (d) those mutilated or defaced Bonds which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 12;
- (e) (for the purpose only of determining how many Bonds are outstanding and without prejudice to their status for any other purpose) those Bonds alleged to have been lost, stolen or destroyed and in respect of which replacement Bonds have been issued pursuant to Condition 12;

provided that for the purpose of the determination of how many and which Bonds are for the time being outstanding for the purposes of Condition 10, those Bonds (if any) which are for the time being held by any person (including but not limited to the Issuer or any of its Subsidiaries) for the benefit of the Issuer or any of its Subsidiaries shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

**“Person”** means any individual, company, corporation, body corporate, firm, partnership, joint-stock company, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity);

**“PRC”** means the People’s Republic of China but excluding, for the purpose of this Instrument and the Bonds, Hong Kong, the Macau Special Administrative Region and Taiwan;

**“Register of Bondholders”** has the meaning ascribed to it in Condition 3.1;

**“Registration Date”** has the meaning ascribed to it in Condition 5.3(d);

**“Relevant Cash Dividend”** has the meaning ascribed to it in Condition 5.4(b)(i);

**“Relevant Event”** occurs:

- (a) when the Shares cease to be listed or admitted to trading on the Hong Kong Stock Exchange or, if applicable, the Alternative Stock Exchange for a period equal to or exceeding 30 consecutive Trading Days; or
- (b) when there is a Change of Control;

**“Relevant Event Redemption Date”** has the meaning ascribed to it in Condition 8.2(a);

**“Relevant Event Redemption Notice”** means a notice to be issued in accordance with Condition 8.2 requiring the Issuer to redeem Bonds;

**“Scrip Dividend”** has the meaning ascribed to it in Condition 5.4(b)(i);

**“Shareholders”** means the holders of Shares from time to time;

**“Shares”** means the ordinary shares of par value HK\$0.10 each in the capital of the Issuer (which include ordinary shares of the Issuer listed on the Hong Kong Stock Exchange or shares of any class or classes resulting from any subdivision, consolidation or re-classification of those shares, which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Issuer);

**“Stock Exchange Business Day”** means any day (other than a Saturday or Sunday) on which the Hong Kong Stock Exchange or the Alternative Stock Exchange, as the case may be, is open for business of dealing in securities;



**“Subscription Agreement”** shall be as defined in the Recital;

**“Subsidiary”** includes, in relation to any person: (i) any company or business entity of which that person owns or controls (either directly or through one or more other subsidiaries) more than 50 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect the directors, managers or trustees of such company or business entity; (ii) any company or business entity of which that person owns or controls (either directly or through one or more other subsidiaries) not more than 50 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of such company or business entity but effectively controls (either directly or through one or more other subsidiaries) the management or the direction of business operations of such company or business entity; and (iii) any company or business entity which at any time has its accounts consolidated with those of that person or which, under Hong Kong law or any other applicable law regulations or the Hong Kong Financial Reporting Standards issued by Hong Kong Institute of Certified Public Accountants from time to time or such other applicably generally accepted accounting principles from time to time, should have its accounts consolidated with those of that person;

**“Trading Day”** means a day when the Hong Kong Stock Exchange or, as the case may be, an Alternative Stock Exchange is open for dealing business, provided that if no Closing Price is reported for one or more consecutive dealing days such day or days will be disregarded in any relevant calculation and shall be deemed not to have existed when ascertaining any period of dealing days;

**“Transfer Form”** means a form of transfer to be delivered to the Issuer to transfer any Bonds;

- 1.2 Headings used in this Instrument are for ease of reference only and shall be ignored in interpreting this Instrument.
- 1.3 References to Clauses and Schedules are references to Clauses of, and Schedules to, this Instrument.
- 1.4 Words and expressions in the singular include the plural and vice versa and words and expressions importing one gender include every gender.
- 1.5 Reference to “Person” or any other person includes its successors in title, permitted assigns and permitted transferees.
- 1.6 References to a contract or document is to that contract or document as amended, novated, supplemented, restated or replaced from time to time.
- 1.7 References to times of the day are, unless otherwise specified, to Hong Kong time.
- 1.8 References to any ordinance, statute, legislation or enactment shall be construed as a reference to such ordinance, statute, legislation or enactment as may be extended, applied, amended or reenacted from time to time and for the time being in force.
- 1.9 References in this Instrument to principal, premium and other payments payable by the Issuer shall be deemed also to refer to any additional amounts which may be payable under Condition 9 or any undertaking or covenant given in addition thereto or in substitution therefor pursuant to this Instrument.
- 1.10 Terms defined in the Conditions shall, unless otherwise defined herein, have the same meaning when used in the main body of this Instrument.

- 1.11 The Conditions shall be binding on the Issuer and the Bondholders. The provisions contained in the Conditions shall have the effect in the same manner as if herein set forth.

## **2. AMOUNT AND ISSUE OF BONDS**

- 2.1 The Issuer hereby creates and constitutes the Bonds, in the denomination of HK\$1,000,000 each and integral multiples of HK\$1,000,000 in excess thereof (the “**Authorised Denomination**”) in aggregate principal amount of HK\$148,000,000, on terms and conditions set out in this Instrument.
- 2.2 The Issuer will on any date when the Bonds or any of them become due to be redeemed, and upon surrender of the relevant Bond Certificate in accordance with the Conditions, and on any date on which any amounts in respect of the Bonds become due under the Conditions, unconditionally pay to or to the order of each Bondholder by transfer to the registered account of the respective Bondholder, or by a cheque drawn on a bank in Hong Kong and mailed to the registered address of the Bondholder if such Bondholder does not have a registered account, the amount of principal of, and premium (if any) on, the Bonds becoming due for redemption on that date or such amounts due to such Bondholder (as the case may be) and will (subject to the Conditions) until such payment (both before and after judgment) is duly made, unconditionally so pay to or to the order of such Bondholder interest in Hong Kong Dollar at the rate and on the dates set out in the Conditions together in any such case with such other amounts as shall be payable in respect of the Bonds all as set out in the Conditions.

## **3. FORM AND ISSUE OF THE BONDS**

On the issue of the Bonds, a Bond Certificate will be issued to each Bondholder in respect of the aggregate principal amount of the Bonds held by such Bondholder and the Issuer shall make entries of the Bonds on the Register of Bondholders as appropriate. The Bonds evidenced by the Bond Certificate shall be subject to the Conditions endorsed on its back.

## **4. STAMP DUTIES**

The Issuer will bear and pay any stamp, issue, registration, documentary or other similar duties and taxes on or in connection with the issue and delivery of the Bonds, the execution and delivery of this Instrument and the deposit of Bond Certificates for the conversion of the Bonds and the issue and delivery of Shares following such deposit. The Issuer will also indemnify the Bondholders from and against all stamp, issue, registration, documentary or other taxes and duties paid by it in any jurisdiction in connection with any action taken by or on behalf of the Bondholders to enforce the obligations of the Issuer under this Instrument or the Bonds.

## **5. COVENANTS**

The Issuer hereby covenants and undertakes to the Bondholders that it will comply with and perform and observe all the obligations on its part contained in this Instrument and Schedule 1 (as from time to time modified in accordance with the provisions contained herein), the Bond Certificates and any deed poll or other document executed in accordance with the provisions hereof (as from time to time modified as aforesaid) and expressed to be supplemental hereto and (without prejudice to the generality of the foregoing) to comply with and procure compliance with each of the Bonds in accordance with the Conditions. The Bonds shall be held subject to the provisions contained in this Instrument and Schedule 1 (as from time to time modified in accordance with the provisions contained herein), the Bond Certificates and any deed poll or other document executed in accordance with the provisions hereof (as from time to time modified as aforesaid) and expressed to be supplemental hereto, all of which shall be binding upon the Issuer and shall also be binding upon the Bondholders and all

persons claiming through or under them respectively. The provisions contained in Schedule 1 hereto shall have full effect in the like manner as if the same had been incorporated herein.

## **6. CURRENCY INDEMNITY**

- 6.1 Hong Kong Dollar (the “**Contractual Currency**”) is the sole currency of account and payment for all sums payable by the Issuer under or in connection with the Bonds, including damages.
- 6.2 An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by any Bondholder in respect of any sum expressed to be due to it from the Issuer will only discharge the Issuer to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to be so).
- 6.3 If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under the Bonds, the Issuer will indemnify the recipient against any loss sustained by it as a result. In any event, the Issuer will indemnify the recipient against the cost of making any such purchase.
- 6.4 The indemnity in this Clause 6 constitutes a separate and independent obligation from the other obligations under the Bonds, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by any Bondholder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under the Bonds or any other judgment or order.

## **7. COMMUNICATIONS**

- 7.1 Any communications to the Issuer shall be by letter sent by registered post or courier or by fax:

Address: Unit H, 1st Floor, Phase 4, Kwun Tong Industrial Centre, 436-446 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong

Fax No: +852 2343 3120

For the attention of: The Board of Directors

The Issuer may change its contact details by giving five (5) Business Days’ notice to the Bondholders.

- 7.2 Communications will take effect, in the case of a letter sent by registered post, on the date of actual receipt; in case of a letter sent by courier, at the time of delivery; in the case of fax, at the time of dispatch if the correct error-free transmission report is received.

## **8. GOVERNING LAW**

- 8.1 This Instrument is governed by the laws of Hong Kong.
- 8.2 For the benefit of the Bondholders, the Issuer agrees that the courts of Hong Kong have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Instrument and accordingly submit to the exclusive jurisdiction of the courts of Hong Kong.

**SCHEDULE 1**  
**FORM OF BOND CERTIFICATE**

On the front:

Amount: HK\$[●]

Certificate No.: [●]

**SUN EAST TECHNOLOGY (HOLDINGS) LIMITED**

*(Incorporated in Bermuda with limited liability)*

**HK\$148,000,000 Convertible Bonds due 2021 (the “Bonds”)**

The Bond or Bonds in respect of which this Certificate is issued, the identifying numbers of which are noted above, are issued in registered form and form part of a series designated as above of **SUN EAST TECHNOLOGY (HOLDINGS) LIMITED** (the “**Issuer**”) and are constituted by the Bond Instrument referred to on the reverse hereof. The Bonds are subject to, and have the benefit of, that Bond Instrument and the terms and conditions (the “**Conditions**”) set out on the reverse hereof.

The Issuer hereby certifies that

UNIS Technology Strategy Investment Limited of 11th Floor, Central Tower, 28 Queen’s Road  
Central, Central, Hong Kong

is, at the date hereof, entered in the Issuer's Register of Bondholders as the holder of the Bonds in the principal amount of HK\$[●] (Hong Kong Dollar [●] Only). For value received, the Issuer by such entry promises to pay the person who appears at the relevant time on the Register of Bondholders as holder of the Bonds in respect of which this Certificate is issued such amount or amounts as shall become due in respect of such Bonds in accordance with the Conditions and each of the Issuer and the Bondholder mentioned above agree to comply with the Bond Instrument and the Conditions.

The Bonds in respect of which this Certificate is issued are convertible into ordinary shares with a par value of HK\$0.10 each of the Issuer in accordance with and subject to the Conditions and the Bond Instrument.

This Certificate is evidence of entitlement only. Title to the Bonds passes only on due registration in the Register of Bondholders and only the duly registered holder is entitled to payments on the Bonds in respect of which this Certificate is issued.

This Certificate is governed by, and shall be construed in accordance with, the laws of Hong Kong.

IN WITNESS whereof the Issuer has executed and delivered this Certificate as a deed on [●], 2016.

**SEALED** with the **COMMON SEAL** of )  
**SUN EAST TECHNOLOGY** )  
**(HOLDINGS) LIMITED** )  
and **SIGNED** by )  
) )  
in the presence of: )

On the back:

## TERMS AND CONDITIONS OF THE BONDS

The issue of the HK\$148,000,000 aggregate principal amount of the Bonds (the “**Bonds**”) of Sun East Technology (Holdings) Limited (the “**Issuer**”) was authorized by a resolution of the board of directors of the Issuer passed on [●], 2016. The Issuer has executed a bond instrument by way of deed poll (the “**Bond Instrument**”) constituting the Bonds. Unless otherwise defined, terms used in these terms and conditions of the Bonds (these “**Conditions**”) have the meanings specified in the Bond Instrument. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Bond Instrument which include the form of the Bonds. Copy of the Bond Instrument is available for inspection during normal office hours at the Designated Office. The Bondholders are entitled to the benefit of the Bond Instrument and are bound by, and are deemed to have notice of, all the provisions of the Bond Instrument applicable to them.

### 1. STATUS

The Bonds constitute direct, unsubordinated, unconditional and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Issuer under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable laws, at all times rank at least equally with all of the Issuer’s other present and future unsecured and unsubordinated obligations.

### 2. FORM, DENOMINATION AND TITLE

- 2.1 Form and Denomination. The Bonds are issued in registered form in the denomination of HK\$1,000,000 each and integral multiples of HK\$1,000,000 in excess thereof (the “**Authorised Denomination**”). A bond certificate (each a “**Bond Certificate**”) will be issued to each Bondholder in respect of its registered holding of Bonds. Each Bond Certificate will be numbered serially with an identifying number which will be recorded on the relevant Bond Certificate and in the Register of Bondholders which the Issuer will keep.
- 2.2 Title. Title to the Bonds passes only by transfer and registration in the Register of Bondholders as described in Condition 3. The holder of any Bond will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or the theft or loss of, the Bond Certificate issued in respect of it) and no person will be liable for so treating the holder.

### 3. TRANSFER OF BONDS; ISSUE OF BOND CERTIFICATES

- 3.1 Register of Bondholders. The Issuer will cause to be kept at its registered office in Bermuda a register on which shall be entered the names and addresses of the holders of the Bonds and the particulars of the Bonds held by them and of all transfers of the Bonds (the “**Register of Bondholders**”). Each Bondholder shall be entitled to receive only one Bond Certificate in respect of its entire holding of Bonds. The Bondholders and any person authorized in writing by the Bondholders shall be at liberty, during normal office hours and free of charge, to inspect and take copies of the Register of Bondholders. The Issuer shall promptly notify the Bondholders of any change in the Designated Office in accordance with Condition 14.
- 3.2 Transfers. A Bond may be transferred at any time by delivery of the Bond Certificate issued in respect of that Bond, with the Transfer Form duly completed and signed under hand by the

relevant registered Bondholder or his attorney duly authorised in writing, to the Issuer at the Designated Office, provided, however, that (a) where not all of the Bonds then held by the holder are being transferred, the aggregate principal amount of the Bonds so transferred shall be at least HK\$2,000,000 and an Authorised Denomination, and (b) if the transfer is not to a bank, financial institution or other financiers for financing purpose of the Bondholder, the prior consent of the Issuer shall have been obtained (such consent not to be unreasonably withheld or delayed and shall be deemed to have been given unless the Issuer has expressly refused such consent within five (5) Business Days of the Bondholder's request). The Bondholder shall notify the Issuer as soon as practicable after effecting such transfer. No transfer of a Bond will be valid unless and until entered on the Register of Bondholders.

### 3.3 Delivery of New Bond Certificates.

- (a) Each new Bond Certificate to be issued upon a transfer, exchange or conversion of Bonds shall, within three (3) Business Days of receipt by the Issuer of the Bond Certificate evidencing the Bonds which are the subject of the transfer, exchange or conversion, be made available for collection at the Designated Office or, if so requested in writing to the Issuer or otherwise as set out in the Transfer Form or the Conversion Notice, be mailed by uninsured mail at the risk of the holder entitled to the Bonds (but free of charge to the holder and at the Issuer's expense) to the address specified in writing to the Issuer or in the relevant Transfer Form or Conversion Notice.
- (b) Where only part of the principal amount of the Bonds in respect of which a Bond Certificate is issued is to be redeemed or converted, a new Bond Certificate in respect of the Bonds not so redeemed or converted will, within three (3) Business Days of delivery of the original Bond Certificate to the Issuer, be made available for collection at the Designated Office or, if so requested in writing to the Issuer, be mailed by uninsured mail at the risk of the holder entitled to the Bonds not so redeemed or converted (but free of charge to the holder and at the Issuer's expense) to the address of such holder appearing on the Register of Bondholders.
- (c) The Issuer shall promptly update and make entries into the Register of Bondholders to reflect any transfer, redemption or conversion of any Bond made pursuant to these Conditions and shall provide copies of such updated Register of Bondholders upon written request by the Bondholders

### 3.4 Formalities Free of Charge. Registration of a transfer of Bonds and the issuance of new Bond Certificates will be effected without charge by or on behalf of the Issuer, but only upon payment by the relevant holder in respect of any tax or other governmental charges which may be imposed in relation to such transfer.

## 4. **NO INTEREST**

- 4.1 The Bonds will not bear any interest, save for any default interest payable pursuant to Condition 7.5.

## 5. **CONVERSION**

### 5.1 Optional Conversion.

- (a) Subject as hereinafter provided, any Bondholder shall have the right to convert all or part of the Bonds held by it (if in part, the principal amount of Bonds to be converted shall be in the minimum amount of HK\$2,000,000 and integral multiples of HK\$1,000,000 or the whole outstanding principal amount of the Bonds) into Shares

credited as fully paid at any time during the Conversion Period referred to below. The right of a Bondholder to convert any Bond into Shares is called the “**Conversion Right**”.

- (b) A Bondholder may not convert such part of the Bonds held by it into Shares to the extent that the conversion would result in the Issuer breaching the minimum public float requirement under Rule 8.08 of the Listing Rules.
- (c) Subject to and upon compliance with the provisions of these Conditions, the Conversion Right attaching to any Bond may be exercised, at the option of the holder thereof, at any time on or after the Issue Date up to the close of business at the Designated Office on the Maturity Date (but, except as provided in Condition 5.2(c) and Condition 10, in no event thereafter) or, if notice requiring redemption has been given by the holder of such Bond in Condition 8, then up to the close of business (at the place aforesaid) on the day prior to the giving of such notice (the “**Conversion Period**”).

## 5.2 General.

- (a) The number of Shares to be issued on conversion of a Bond will be determined by dividing the principal amount of the Bond to be converted by the Conversion Price in effect on the Conversion Date, and in the case of any conversion of the Bonds in part, such number of Shares to be issued shall be rounded up to the nearest board lot and in the case where the outstanding Bonds are converted in full, be rounded down to the nearest board lot. In the event that the number of Shares to be issued shall be rounded down to the nearest board lot, the principal amount of Bond converted hereunder shall be deemed to be the amount which, after such conversion, would result in the number of Shares rounded down to the nearest board lot and the Issuer shall pay to the relevant Bondholder in cash of such principal amount of Bonds deemed not so converted in accordance with Condition 7 and at the same time when the certificate(s) to be issued upon an exercise of a Conversion Right is made available for collection in accordance with Condition 5.3(d). A Conversion Right may only be exercised in respect of one or more Bonds. If more than one Bond held by the same holder is converted at any one time by the same holder, the number of Shares to be issued upon such conversion will be calculated on the basis of aggregate principal amount of the Bonds to be converted.
- (b) Fractions of Shares will not be issued on conversion and no cash adjustments will be made in respect thereof. However, if the Conversion Right in respect of more than one Bond is exercised at any one time such that the Shares to be issued on conversion are to be registered in the same name, the number of such Shares to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds being so converted and rounded down to the nearest whole number of Shares. Notwithstanding the foregoing, in the event of a consolidation or re-classification of Shares by operation of law or otherwise occurring after the Issue Date which reduces the number of Shares outstanding, the Issuer will upon conversion of Bonds pay to each Bondholder a sum equal to such portion of the principal amount of the Bond or Bonds evidenced by the Bond Certificate deposited by such Bondholder in connection with the exercise of Conversion Rights, aggregated as provided in Condition 5.2(a), as corresponds to any fraction of a Share not issued as a result of such consolidation or re-classification aforesaid if such sum exceeds HK\$100. Any such sum shall be due and payable on the date the Shares are delivered pursuant to Condition 5.3(d).



- (c) Notwithstanding the provisions of Condition 5.1, if: (i) the Issuer shall default in making payment in full in respect of any Bond which shall have been called or put for redemption on the date fixed for redemption thereof; (ii) any Bond has become due and payable prior to the Maturity Date by reason of the occurrence of any of the events referred to in Condition 10; or (iii) any Bond is not redeemed on the Maturity Date in accordance with Condition 8.1 or the applicable date for redemption in accordance with Condition 8.2, the Conversion Right attaching to such Bond will revive and/or will continue to be exercisable up to, and including, the close of business at the Designated Office on the date upon which the full amount of the moneys payable in respect of such Bond has been duly received by the relevant Bondholder and, notwithstanding the provisions of Condition 5.1, any Bond in respect of which the Bond Certificate and Conversion Notice are deposited for conversion prior to such date shall be converted on the relevant Conversion Date notwithstanding that the full amount of the moneys payable in respect of such Bond shall have been received by the relevant Bondholder before such Conversion Date or that the Conversion Period may have expired before such Conversion Date.

### 5.3 Conversion Procedure.

- (a) To exercise the Conversion Right attaching to any Bond, the holder thereof must complete, execute and deposit at his own expense on any Business Day falling at least one Business Day prior to the Conversion Date at the Designated Office a Conversion Notice together with the relevant Bond Certificate, or if notice requiring redemption has been given by the holder of such Bond pursuant to Condition 8.2, then up to the close of business at the Designated Office on the day prior to the giving of such notice.
- (b) The conversion date in respect of a Bond (the “**Conversion Date**”) must fall at a time when the Conversion Right attaching to that Bond is expressed in these Conditions to be exercisable (subject to the provisions of Condition 5.2(c) and Condition 10) and will be deemed to be the Stock Exchange Business Day immediately following the date of the surrender of the Bond Certificate in respect of such Bond and, if applicable, the delivery of such Conversion Notice and any payment to be made under these Conditions in connection with the exercise of such Conversion Right.
- (c) The Issuer shall pay any stamp, issue, registration, documental or other taxes and duties, including interest and penalties in Bermuda, Hong Kong, the PRC and all other relevant jurisdictions payable on or in connection with the authorization and issue of the Bonds or the issue of the Conversion Shares and any value added, turnover or similar tax payable in respect thereof (and references in these Conditions to such amount shall be deemed to include any such taxes so payable in addition to it).
- (d) As soon as practicable, and in any event not later than seven (7) Stock Exchange Business Days after the Conversion Date, the Issuer will, in the case of Bonds converted on exercise of the Conversion Right and in respect of which the relevant Bond Certificate has been delivered, register the person or persons designated for the purpose in the Conversion Notice or otherwise notified by any Bondholder in writing as holder(s) of the relevant number of Shares in the Issuer's share register in Hong Kong and will, if the Bondholder has also requested in the Conversion Notice and to the extent permitted under applicable law and the rules and procedures of CCASS effective from time to time, take all necessary action to procure the Shares are delivered through CCASS for so long as the Shares are listed on the Hong Kong Stock Exchange; or will make such certificate or certificates available for collection at the Designated Office, or if so requested by such Bondholder in writing, will cause

its share registrar to mail (at the risk, and, if sent at the request of such person otherwise than by uninsured ordinary mail, at the expense, of the person to whom such certificate or certificates are sent) such certificate or certificates to the person and at the place as notified by such Bondholder in writing, together with any other securities, property or cash required to be delivered upon conversion and such assignments and other documents (if any) as may be required by law to effect the transfer thereof.

If the Conversion Date in relation to any Bond shall be after the record date for any issue, distribution, grant, offer or other event as gives rise to the adjustment of the Conversion Price pursuant to Condition 4.5 (if so elected by the Issuer) or Condition 5.4, but before the relevant adjustment becomes effective under the relevant provision, upon the relevant adjustment becoming effective the Issuer shall procure the issue to the converting Bondholder (or in accordance with the instructions contained in the Conversion Notice (subject to applicable exchange control or other laws and regulations)), such additional number of Shares as, together with the Shares issued or to be issued on conversion of the relevant Bond, is equal to the number of Shares which would have been required to be issued on conversion of such Bond if the relevant adjustment to the Conversion Price had been made and become effective immediately after the relevant record date (as calculated by the Issuer in accordance with these Conditions).

The person or persons designated in the Conversion Notice or otherwise notified by the Bondholder(s) to the Issuer in writing will become the holder(s) of record of the number of Shares issuable upon conversion with effect from the date he is or they are registered as such in the Issuer's register of members (the “**Registration Date**”). The Shares issued upon conversion of the Bonds will in all respects rank *pari passu* with the Shares in issue on the relevant Registration Date. Save as set out in these Conditions, a holder of Shares issued on conversion of Bonds shall not be entitled to any rights the record date for which precedes the relevant Registration Date.

If the record date for the payment of any dividend or other distribution in respect of the Shares is on or after the Conversion Date in respect of any Bond, but before the Registration Date (disregarding any retroactive adjustment of the Conversion Price referred to in this Condition 5.3(d) prior to the time such retroactive adjustment shall have become effective), the Issuer will pay to the converting Bondholder or his designee an amount (the “**Equivalent Amount**”) equal to the Fair Market Value of any such dividend or other distribution to which he would have been entitled had he on that record date been such a shareholder of record and will make the payment at the same time as it makes payment of the dividend or other distribution, or as soon as practicable thereafter, but, in any event, not later than seven days thereafter. The Equivalent Amount shall be paid by means of a HK Dollar cheque drawn on a bank in Hong Kong and sent to the address specified in the relevant Conversion Notice or as notified by the relevant Bondholder to the Issuer from time to time.

#### 5.4 Adjustments to Conversion Price.

The Conversion Price will be subject to adjustment in the following events:

- (a) *Consolidation, Subdivision or Reclassification:* If and whenever there shall be an alteration to the nominal value of the Shares as a result of consolidation, subdivision or reclassification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such alteration by the following fraction:

$$\frac{A}{B}$$

Where:

A is the nominal amount of one (1) Share immediately after such alteration; and

B is the nominal amount of one (1) Share immediately before such alteration.

Such adjustment shall become effective on the date the alteration takes effect.

(b) *Capitalisation of Profits or Reserves:*

- (i) If and whenever the Issuer shall issue any Shares credited as fully paid to the Shareholders by way of capitalisation of profits or reserves including Shares paid up out of distributable profits or reserves and/or share premium account issued, save where Shares are issued in lieu of the whole or any part of a specifically declared cash dividend (the “**Relevant Cash Dividend**”), being a dividend which the Shareholders concerned would or could otherwise have received (a “**Scrip Dividend**”) and which would not have constituted a Capital Distribution, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A}{B}$$

Where:

A is the aggregate nominal amount of the issued Shares immediately before such issue; and

B is the aggregate nominal amount of the issued Shares immediately after such issue.

Such adjustment shall become effective on the date of issue of such Shares or if a record date is fixed therefor, immediately after such record date.

- (ii) In the case of an issue of Shares by way of a Scrip Dividend where the Current Market Price of such Shares exceeds the amount of the Relevant Cash Dividend or the relevant part thereof and which would not have constituted a Capital Distribution, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the issue of such Shares by the following fraction:

$$\frac{A + B}{A + C}$$

Where:

A is the aggregate nominal amount of the issued Shares immediately before such issue;

B is the aggregate nominal amount of Shares issued by way of such Scrip Dividend multiplied by a fraction of which (i) the numerator is

the amount of the whole, or the relevant part, of the Relevant Cash Dividend and (ii) the denominator is the Current Market Price of the Shares issued by way of Scrip Dividend in respect of each existing Share in lieu of the whole, or the relevant part, of the Relevant Cash Dividend; and

C is the aggregate nominal amount of Shares issued by way of such Scrip Dividend.

Such adjustment shall become effective on the date of issue of such Shares or if a record date is fixed therefor, immediately after such record date.

- (c) *Capital Distributions:* If and *whenever* the Issuer shall pay or make any Capital Distribution to the Shareholders (except to the extent that the Conversion Price falls to be adjusted under Condition 5.4(b) above), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such Capital Distribution by the following fraction:

$$\frac{A - B}{A}$$

Where:

A is the Current Market Price of one (1) Share on the last Stock Exchange Trading Day preceding the date on which the Capital Distribution is publicly announced; and

B is the Fair Market Value on the date of such announcement of the portion of the Capital Distribution attributable to one (1) Share.

Such adjustment shall become effective on the date that such Capital Distribution is actually made or, if later, the first date upon which the Fair Market Value of the Capital Distribution is capable of being determined as provided in these Conditions.

- (d) *Rights Issues of Shares or Options over Shares:* If and whenever the Issuer shall issue Shares to all or substantially all Shareholders as a class by way of rights, or issue or grant to all or substantially all Shareholders as a class by way of rights, of options, warrants or other rights to subscribe for or purchase any Shares, in each case at a price per Share (herein referred to in this paragraph (d) as the “issue price”) which is less than the higher of (i) 80 per cent. of the Current Market Price on the date of the announcement of the terms of the issue or grant and (ii) the Conversion Price then in effect on the date of the announcement of the terms of the issue or grant, the Conversion Price shall be adjusted to an amount equal to the lower of (I) the Conversion Price in force immediately before such issue or grant multiplied by the following fraction:

$$\frac{A + B}{A + C}$$

Where:

A is the number of Shares in issue immediately before such announcement;

B is the number of Shares which the aggregate amount (if any) payable for the Shares issued by way of rights or for the options or warrants or other rights

issued or granted by way of rights and for the total number of Shares comprised therein would subscribe, purchase or otherwise acquire at such Current Market Price per Share; and

C is the aggregate number of Shares issued or, as the case may be, comprised in the grant,

and (II) the issue price.

Such adjustment shall become effective on the date of issue of such Shares or issue or grant of such options, warrants or other rights (as the case may be) or where a record date is set, the first date on which the Shares are traded ex-rights, ex-options or ex-warrants as the case may be.

- (e) *Rights Issues of Other Securities:* If and whenever the Issuer shall issue any securities (other than Shares or options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares) to all or substantially all Shareholders as a class by way of rights or grant to all or substantially all Shareholders as a class by way of rights, options, warrants or other rights to subscribe for, purchase or otherwise acquire any securities (other than Shares or options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A - B}{A}$$

Where:

A is the Current Market Price on the date on which such issue or grant is publicly announced; and

B is the Fair Market Value on the date of such announcement of the portion of the rights attributable to one (1) Share.

Such adjustment shall become effective on the date of issue of the securities or grant of such rights, options or warrants (as the case may be) or where a record date is set, the first date on which the Shares are traded ex-rights, ex-options or ex-warrants as the case may be.

- (f) *Issues at less than Current Market Price:* If and whenever the Issuer shall issue (otherwise than as mentioned in Condition 5.4(d) above) any Shares (other than Shares issued on the exercise of Conversion Rights or on the exercise of any other rights of conversion into, or exchange or subscription for, Shares) or issue or grant (otherwise than as mentioned in Condition 5.4(d) above) options, warrants or other rights to subscribe for, or purchase or otherwise acquire any Shares, in each case at a price per Share (herein referred to in this paragraph (f) as the “issue price”) which is less than the higher of (i) 80 per cent. of the Current Market Price on the date of the announcement of the terms of such issue and (ii) the Conversion Price then in effect on the date of the announcement of the terms of such issue, the Conversion Price shall be adjusted to an amount equal to the lower of (I) the Conversion Price in force immediately before such issue multiplied by the following fraction:

$$\frac{A + B}{C}$$

Where:

- A is the number of Shares in issue immediately before the issue of such additional Shares or the grant of such options, warrants or other rights to subscribe, purchase or otherwise acquire any Shares;
- B is the number of Shares which the aggregate consideration receivable for the issue or such additional Shares would purchase at such Current Market Price; and
- C is the number of Shares in issue immediately after the issue of such additional Shares,

and (II) the issue price.

References to additional Shares in the above formula shall, in the case of an issue by the Issuer of options, warrants or other rights to subscribe or purchase Shares, mean such Shares to be issued, assuming that such options, warrants or other rights are exercised in full at the initial exercise price on the date of issue of such options, warrants or other rights.

Such adjustment shall become effective on the date of issue of such additional Shares or, as the case may be, the grant of such options, warrants or other rights.

- (g) *Other Issues at less than Current Market Price:* Save in the case of an issue of securities arising from a conversion or exchange of other securities in accordance with the terms applicable to such securities themselves falling within the provisions of this Condition 5.4(g), the issue wholly for cash by the Issuer in Condition 5.4(d), 5.4(e) or 5.4(f) of any securities (other than the Bonds) which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be issued by the Issuer upon conversion, exchange or subscription at a consideration per Share (herein referred to in this paragraph (g) as the “issue price”) which is less than the higher of (i) 80 per cent. of the Current Market Price on the date of the announcement of the terms of the issue of such securities and (ii) the Conversion Price in effect on the date of the announcement of the terms of the issue of such securities, the Conversion Price shall be adjusted to an amount equal to the lower of (I) the Conversion Price in force immediately before such issue or grant multiplied by the following fraction:

$$\frac{A + B}{A + C}$$

Where:

- A is the number of Shares in issue immediately before such issue;
- B is the number of Shares which the aggregate consideration receivable by the Issuer for the Shares to be issued on conversion or exchange or on exercise of the right of subscription attached to such securities would purchase at such Current Market Price; and
- C is the maximum number of Shares to be issued on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the initial conversion, exchange or subscription price or rate,

and (II) the issue price.

Such adjustment shall become effective on the date of issue of such securities.

- (h) *Modification of Rights of Conversion etc.:* If and whenever there shall be any modification of the rights of conversion, exchange or subscription attaching to any such securities as are mentioned in Condition 5.4(g) above (other than in accordance with the terms of such securities) so that the consideration per Share (for the number of Shares available on conversion, exchange or subscription following the modification) is less than the higher of (i) 80 per cent. of the Current Market Price on the date of announcement of the proposals for such modification and (ii) the Conversion Price in effect on the date of announcement of the proposals for such modification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such modification by the following fraction:

$$\frac{A - B}{A}$$

Where:

- A is the Current Market Price of a Share on the date on which such modification is announced; and
- B is the difference between the Fair Market Value of the modification on a per Share basis on the date of such announcement and the consideration received for the modification on a per Share basis of such modification.

Such adjustment shall become effective on the date of modification of the rights of conversion, exchange or subscription attaching to such securities.

- (i) *Other Offers to Shareholders:* If and whenever the Issuer or any of its Subsidiaries issues, sells or distributes any securities in connection with which an offer pursuant to which the Shareholders generally are entitled to participate in arrangements whereby such securities may be acquired by them (except where the Conversion Price falls to be adjusted under Condition 5.4(d), 5.4(e), 5.4(f) or 5.4(g) above), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A - B}{A}$$

Where:

- A is the Current Market Price of one (1) Share on the date on which such issue, sale or distribution is publicly announced; and
- B is the Fair Market Value on the date of such announcement of the portion of the rights attributable to one (1) Share.

Such adjustment shall become effective on the date of issue, sale or delivery of the securities.

- (j) *Other Events:* If the Issuer or any Bondholder determines that a downward adjustment should be made to the Conversion Price as a result of one (1) or more events or circumstances not referred to in this Condition 5.4, the Issuer or such

Bondholder shall, at the costs and expenses of the Issuer, consult the Expert to determine as soon as practicable what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof, and the date on which such adjustment should take effect and upon such determination by the Expert such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that where the events or circumstances giving rise to any adjustment pursuant to this Condition 5.4 have already resulted or will result in an adjustment to the Conversion Price or where the events or circumstances giving rise to any adjustment arise by virtue of events or circumstances which have already given rise or will give rise to an adjustment to the Conversion Price, such modification (if any) shall be made to the operation of the provisions of this Condition 5.4 as may be advised by the Expert to be in their opinion appropriate to give the intended result.

- 5.5 All costs, charges, liabilities and expenses incurred in connection with the appointment, retention, consultation and remuneration of the Expert appointed under these Conditions shall be borne by the Issuer.
- 5.6 On any adjustment, the relevant Conversion Price, if not an integral multiple of one Hong Kong cent, shall be rounded down to the nearest one Hong Kong cent. No adjustment shall be made to the Conversion Price where such adjustment (rounded down, if applicable) would be less than one (1) per cent. of the Conversion Price then in effect. Any adjustment not required to be made, and any amount by which the Conversion Price has not been rounded down, shall be carried forward and taken into account in any subsequent adjustment. Notice of any adjustment shall be given to the Bondholders (in accordance with Condition 14) as soon as practicable after the determination thereof.
- 5.7 The Conversion Price may not be reduced so that, on conversion of Bonds, Shares would fall to be issued at a discount to their par value or would require Shares to be issued in any other circumstances not permitted by applicable law.
- 5.8 Where more than one event which gives or may give rise to an adjustment to the Conversion Price occurs within such a short period of time that in the opinion of an Expert, the foregoing provisions would need to be operated subject to some modification in order to give the intended result, such modification shall be made to the operation of the foregoing provisions as may be advised by the Expert, to be in its opinion appropriate in order to give such intended result.
- 5.9 No adjustment involving an increase in the Conversion Price will be made, except in the case of a consolidation of the Shares as referred to in Condition 5.4(a) above or to correct an error.

## **6. UNDERTAKINGS**

- 6.1 The Issuer hereby undertakes and warrants that for so long as any Bond remains outstanding, save with the prior written consent of the Bondholders, it shall (and, where applicable, shall procure that its Subsidiaries shall):
  - (a) use its best endeavours: (i) to maintain a listing for all the issued Shares on the Hong Kong Stock Exchange; (ii) to obtain and maintain a listing for all the Shares issued on the exercise of the Conversion Rights attaching to the Bonds on the Hong Kong Stock Exchange; and (iii) if the Issuer is unable to maintain or obtain such listing, to obtain and maintain a listing for all the Shares issued on the exercise of the Conversion Rights on an Alternative Stock Exchange as the Issuer with the approval by the Bondholders may from time to time determine and will forthwith give notice to the Bondholders (in accordance with Condition 14) of the listing or delisting of the Shares (as a class) by any of such stock exchanges; and (iv) to ensure that the



minimum public float requirement (as stipulated under the Listing Rules or, as the case may be, rules or regulations of the Alternative Stock Exchange) of the issued share capital of the Issuer is satisfied at all times;

- (b) pay the expenses of the issue of, and all expenses of obtaining and maintaining the listing for, Shares arising on conversion of the Bonds;
- (c) not in any way modify the rights attaching to the Shares with respect to voting, dividends or liquidation nor issue any other class of ordinary share capital carrying any rights which are more favourable than the rights attaching to the Shares;
- (d) reserve, free from any pre-emptive or other similar rights, out of its authorised but unissued ordinary share capital, the full number of Shares liable to be issued on conversion of the Bonds from time to time remain outstanding and will ensure that all Shares delivered on conversion of the Bonds will be duly and validly issued as fully-paid;
- (e) not issue or pay up any securities, by way of capitalization of profits or reserves unless, in any such case, it gives rise to an adjustment of the Conversion Price;
- (f) if an offer is made to all Shareholders (or all Shareholders other than the offeror and/or any offeror controlled by the Issuer and/or persons acting in concert with the offeror) to acquire all or a proportion of the Shares, forthwith give notice of such offer to the Bondholders;
- (g) not issue any Shares or issue or grant any options, warrants or other rights (other than pursuant to a rights issue of the Issuer on a pro rata basis to all Shareholders) to subscribe for or purchase or otherwise acquire any Shares, without offering a first right to the Bondholders to subscribe or acquire such Bondholder's Pro Rata Share of such issuance or grant at the same price and otherwise on the same terms as the Issuer makes the relevant offer, issue or grant. The Issuer shall, not less than 30 days before a proposed issuance hereunder, deliver to each Bondholder in accordance with Condition 14 (which notice shall be irrevocable) notice of the proposed offer, issuance or grant setting forth (i) the number, type and description of Shares, options, warrants or other rights to be offered, issued or granted and (ii) the price and all other material terms of such offer, issue or grant (the "**New Issuance Notice**"). "Pro Rata Share" shall mean, in relation to a Bondholder, the proportion that the number of Shares held by it assuming that it has exercised its Conversion Rights to convert all the Bonds held by it into Shares at the then prevailing Conversion Price on the date of such offer bears to the aggregate number of Shares held by all Shareholders on a fully converted basis. For the avoidance of doubt, the Bondholders shall be deemed and regarded to have waived its first right to subscribe or acquire Shares foregoing mentioned if the Issuer fails to receive any written reply confirmation from the Bondholders regarding its exercise of such rights within five Business Days after the receipt of the New Issuance Notice by the Bondholders.

- 6.2 The Issuer shall give notice to the Hong Kong Stock Exchange (or, as the case may be, the Alternative Stock Exchange) and the Bondholders in accordance with Condition 14 of any change in the Conversion Price. Any such notice relating to a change in the Conversion Price shall set forth the event giving rise to the adjustment, the Conversion Price prior to such adjustment, the adjusted Conversion Price and the effective date of such adjustment.

## 7. PAYMENTS

### 7.1 Principal; Premium.

- (a) Payment of principal, premium and all other amounts payable under the Bonds shall be made by transfer to the registered accounts of the Bondholders or by cheques drawn on a bank in Hong Kong mailed to the registered addresses of the respective Bondholders if such Bondholders do not have a registered account. Payment of principal and premium will only be made after surrender of the relevant Bond Certificate at the Designated Office.
- (b) In the event that any Bondholder is converting all and not part of the Bonds under Condition 5.1, the Issuer shall, on the Registration Date and in accordance with Condition 7, pay all amounts outstanding under the Bonds.
- (c) When making payments to Bondholders, fractions of one Hong Kong cent will be rounded down to the nearest Hong Kong cent.

7.2 Registered Accounts. For the purposes of this Condition 7, a Bondholder's registered account means the Hong Kong Dollar account maintained by or on behalf of it with a bank in Hong Kong (or such other Hong Kong Dollar account as such Bondholder may notify to the Issuer from time to time), details of which appear on the Register of Bondholders at the close of business on the second Business Day before the due date for payment, and a Bondholder's registered address means its address appearing on the Register of Bondholders at that time.

7.3 Fiscal Laws. All payments are subject in all cases to any applicable laws and regulations in the place of payment, but without prejudice to the provisions of Condition 9. No commissions or expenses shall be charged to the Bondholders in respect of such payments.

7.4 Payment Initiation. Where payment is to be made by transfer to a registered account, payment instructions (for value on the due date or, if that is not a Business Day, for value on the first following day which is a Business Day) will be initiated and, where payment is to be made by cheque, the cheque (for value on the due date) will be mailed (at the risk and, if mailed at the request of the holder otherwise than by ordinary mail, expense of the holder) on the date prior to the due date for payment (or, if it is not a Business Day, the immediately following Business Day) or, in the case of a payment of principal, if later, on the Business Day on which the relevant Bond Certificate is surrendered at the Designated Office.

7.5 Default Interest and Delay in Payment.

- (a) If the Issuer fails to pay any sum when the same becomes due and payable under these Conditions, interest shall accrue on the overdue sum at the Default Rate from the due date and ending on the date on which full payment is made to the relevant Bondholder in accordance with the Conditions. Such default interest shall accrue on the basis of the actual number of days elapsed and a 365-day year.
- (b) Any Bondholder will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if such delay is caused solely because the due date is not a Business Day, if such Bondholder is late in surrendering its Bond Certificate (if required to do so) or if a cheque mailed in accordance with this Condition arrives after the due date for payment.
- (c) If an amount which is due on the Bonds is not paid in full, the Issuer will annotate the Register of Bondholders with a record of the amount (if any) in fact paid.

## **8. REDEMPTION AND CANCELLATION**

8.1 Maturity. Unless previously redeemed, converted or purchased and cancelled as provided herein, the Issuer will redeem each Bond at its principal amount on the Maturity Date.

## 8.2 Redemption for Relevant Event.

- (a) Following the occurrence of a Relevant Event, any Bondholder will have the right at its option, to require the Issuer to redeem such Bondholder's Bonds in whole or part only (if in part, the principal amount of Bonds to be redeemed shall be in integral multiples of HK\$1,000,000) of such holder's Bonds on the Relevant Event Redemption Date at its principal amount. To exercise such right, the Bondholder must deposit at the Designated Office a duly completed and signed Relevant Event Redemption Notice together with the Bond Certificate evidencing the Bonds to be redeemed. The "**Relevant Event Redemption Date**" shall be the date falling three (3) months from the date of the Relevant Event Redemption Notice.
- (b) A Relevant Event Redemption Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Bonds which form the subject of the Relevant Event Redemption Notice delivered as aforesaid on the Relevant Event Redemption Date.
- (c) The Issuer shall give notice to the Bondholders in accordance with Condition 14 within three (3) days after becoming aware of the occurrence of a Relevant Event, which notice shall specify the procedure for exercise by holders of their rights to require redemption of the Bonds pursuant to this Condition 8.2 and shall give brief details of the Relevant Event.

8.3 Cancellation. All Bonds which are purchased, redeemed or converted by the Issuer or any of its Subsidiaries, will forthwith be cancelled and such Bonds may not be reissued or resold.

8.4 Redemption Notices and Multiple Notices. If more than one notice of redemption is given, the first in time shall prevail.

## 9. **SET-OFF AND TAXES**

9.1 All payments made by the Issuer under the Bonds shall be made in full without set-off or counterclaim whatsoever.

9.2 All payments, whether of principal, premium or otherwise made by the Issuer under or in respect of the Bonds will be made free from any restriction or condition and be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Bermuda, Hong Kong, the PRC, or the jurisdiction of the Alternative Stock Exchange or any authority thereof or therein having power to tax, unless deduction or withholding of such taxes, duties, assessments or governmental charges is compelled by law. In such event, the Issuer will pay such additional amounts as will result in the receipt by the Bondholders of the net amounts after such deduction or withholding equal to the amounts which would otherwise have been receivable by them had no such deduction or withholding been required and the Issuer shall indemnify the Bondholders against any losses or costs incurred by the Bondholders by reason of any failure of the Issuer to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment. The Issuer shall promptly deliver to the Bondholders any receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any deduction or withholding as aforesaid.

## 10. **EVENTS OF DEFAULT**

10.1 Each of the events or circumstances set out in the following paragraphs in this Condition 10.1 is an Event of Default:

- (a) a default is made by the Issuer in the payment of any principal, premium or any other amount due in respect of the Bonds on its due date of payment (except where failure to pay is caused solely by administrative or technical error and payment is made within three (3) Business Days of its due date);
- (b) failure by the Issuer to deliver any Shares as and when such Shares are required to be delivered following conversion of a Bond and such failure continues for a period of seven (7) Business Days;
- (c) the occurrence of any event or circumstance which could reasonably likely to result in a Material Adverse Effect;
- (d) the Issuer fails to perform or comply with one or more of its other obligations in the Bonds (other than those referred to in Conditions 10.1(a) to 10.1(c)), which default is incapable of remedy or, if capable of remedy, is not remedied within 7 days after written notice of such default shall have been given to the Issuer by a Bondholder;
- (e) the Issuer is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend, payment of all or a substantial part of (or of a particular type of) its debts as they fall due, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its debts (or of a substantial part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of such debts or a moratorium is agreed or declared in respect of or affecting all or a substantial part of (or of a particular type of) the debts of the Issuer; an administrator or liquidator of the Issuer, or the whole or any part of the assets and revenue of the Issuer is appointed and such appointment is not discharged or stayed within 60 days;
- (f) any Principal Subsidiary is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend, payment of all or a substantial part of (or of a particular type of) its debts as they fall due, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its debts (or of a substantial part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of such debts or a moratorium is agreed or declared in respect of or affecting all or a substantial part of (or of a particular type of) the debts of any Principal Subsidiary; an administrator or liquidator of any Principal Subsidiary or the whole or any part of the assets and revenue of any Principal Subsidiary is appointed and such appointment is not discharged or stayed within 60 days (other than in respect of a solvent liquidation);
- (g) any judgment or order for the payment of money in excess of HK\$1,000,000 or the equivalent thereof (for each judgment or order) or HK\$10,000,000 or the equivalent thereof in the aggregate (for all such judgments or orders) shall be rendered against the Issuer and/or any Principal Subsidiary and is not discharged for a period of 30 days following such judgment (or such longer period as the Issuer and the Bondholders may agree) during which a stay of enforcement, by reason of a pending appeal or otherwise, is not in effect;
- (h) any judgment or order for the payment of money in excess of HK\$10,000,000 or the equivalent thereof (for each judgment or order) or HK\$20,000,000 or the equivalent

thereof in the aggregate (for all such judgments or orders) shall be rendered against the Issuer and/or any Principal Subsidiary;

- (i) any other present or future indebtedness of the Issuer or any of its Principal Subsidiaries for or in respect of monies borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described); or (ii) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period; or (iii) the Issuer or any of its Principal Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the relevant events mentioned above in this Condition 10.1(i) have occurred equals or exceeds HK\$100,000,000 or its equivalent (as determined on the basis of the middle spot rate for the relevant currency against the Hong Kong dollar as quoted by any leading bank on the day on which such indebtedness becomes due and payable or is not paid or any such amount becomes due and payable or is not paid under any such guarantee or indemnity);
- (j) a distress, attachment, execution, seizure before judgment or other legal process is levied, enforced or sued out on or against any material part of the property, assets or revenues of the Issuer or any of its Principal Subsidiaries, and is not discharged or stayed within 60 days;
- (k) an order is made or an effective resolution passed for the liquidation, winding up, dissolution, judicial management or administration of the Issuer or any of its Principal Subsidiaries or the Issuer or any of its Principal Subsidiary ceases or threatens to cease to carry on all or a material part of its business;
- (l) an encumbrancer takes possession or an administrative or other receiver or an administrator or other similar officer is appointed of the whole or any material part of the property, assets or revenues of the Issuer or any of its Principal Subsidiaries (as the case may be), and is not discharged within 60 days;
- (m) it is or will become unlawful for the Issuer to perform or comply with anyone or more of its obligations under the Bonds;
- (n) any step is taken by any person that could reasonably be expected to result in the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer or any of its Principal Subsidiaries;
- (o) any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order: (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Bonds; (ii) to ensure that these obligations are legally binding and enforceable; and (iii) to make the Bonds admissible in evidence in the courts of Bermuda or Hong Kong is not taken, fulfilled or done; or
- (p) any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs of this Condition 10.1.

For the purposes of this Condition 10.1:

**“insignificant subsidiary”** has the meaning given in Rule 14A.09(1) of the Listing Rules; and

**“Principal Subsidiary”** means any Subsidiary of the Issuer which is not an insignificant subsidiary.

- 10.2 In each case without prejudice to the rights of any Bondholder to exercise the Conversion Right in respect of the Bonds in accordance with Condition 5, on and at any time after the occurrence of an Event of Default, any Bondholder may, by notice in writing to the Issuer, declare that the Bonds are, and they shall immediately become due and payable at the Early Redemption Amount as at such date (without prejudice to the right of any Bondholder to exercise the Conversion Right in respect of the Bonds).

- 10.3 **“Early Redemption Amount”** of a Bond means such amount as determined in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{outstanding principal amount of such Bond} \times (1.10)^N$$

Where:

N = a fraction the numerator of which is the number of calendar days between the Issue Date and the date of redemption of such amount and the denominator of which is 365.

## **11. MODIFICATION AND WAIVER**

- 11.1 The provisions of these Conditions and the rights of the Bondholders may from time to time be modified, abrogated or compromised as agreed by the Bondholders.
- 11.2 Any modification to the terms of the Bonds shall be effected by way of deed poll executed by the Issuer. A copy of such deed poll will be sent by the Issuer to the Bondholders in accordance with Condition 14 as soon as practicable thereafter.
- 11.3 No failure to exercise, nor any delay in exercising, on the part of any Bondholder, any right or remedy under these Conditions shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies herein are cumulative and not exclusive or any rights or remedies provided by law.

## **12. REPLACEMENT OF BOND CERTIFICATES**

If any Bond Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the Designated Office upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Bond Certificates must be surrendered before replacements will be issued.

## **13. CURRENCY INDEMNITY**

- 13.1 Hong Kong Dollar (the **“Contractual Currency”**) is the sole currency of account and payment for all sums payable by the Issuer under or in connection with the Bonds, including damages.
- 13.2 An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by any Bondholder in respect of any

sum expressed to be due to it from the Issuer will only discharge the Issuer to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to be so).

- 13.3 If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under the Bonds, the Issuer will indemnify the recipient against any loss sustained by it as a result. In any event, the Issuer will indemnify the recipient against the cost of making any such purchase.
- 13.4 The indemnity in this Condition 13 constitutes a separate and independent obligation from the other obligations under the Bonds, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by any Bondholder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under the Bonds or any other judgment or order.

#### **14. NOTICES**

All notices to the Bondholders shall be validly given if mailed by registered post to them at the addresses specified in the Register of Bondholders. Any such notice shall be deemed to have been given on the date of actual receipt by the relevant Bondholder.

#### **15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Bonds and the Instrument, as to which time shall be of the essence, are governed by and shall be construed in accordance with the laws of Hong Kong.
- 15.2 For the benefit of the Bondholders, the Issuer agrees that the courts of Hong Kong have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Instrument or any Bond and accordingly submit to the exclusive jurisdiction of the courts of Hong Kong.