
UNDERWRITING

SOLE GLOBAL COORDINATOR AND SOLE LEAD MANAGER

BOCI Asia Limited

CO-MANAGER

Shenyin Wanguo Capital (H.K.) Limited

UNDERWRITERS

Hong Kong Underwriters

BOCI Asia Limited
Shenyin Wanguo Capital (H.K.) Limited

International Underwriters

BOCI Asia Limited
Shenyin Wanguo Capital (H.K.) Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Underwriting Agreements

(a) Hong Kong Underwriting Agreement

Under the Hong Kong Underwriting Agreement, our Company has agreed to offer the Hong Kong Public Offer Shares (subject to adjustment) for subscription on and subject to the terms and conditions of this prospectus and the Application Forms.

Pursuant to the Hong Kong Underwriting Agreement, and conditional upon, among other things, the Listing Committee of the Stock Exchange granting or agreeing to grant (subject to allotment) the listing of, and permission to deal in, our Shares issued and to be issued immediately after completion of the Global Offering as mentioned in this prospectus (including any Shares which may be issued under the Over-allotment Option and any Shares which may be issued pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme and options to be granted under the Share Option Scheme) subject to such customary conditions that may be imposed by the Stock Exchange and certain other conditions, the Hong Kong Underwriters have severally agreed to subscribe or procure subscribers to subscribe for their respective applicable proportions of the Hong Kong Public Offer Shares which are not taken up under the Hong Kong Public Offering.

The Hong Kong Underwriting Agreement is conditional upon and subject to the International Underwriting Agreement having been signed and becoming unconditional.

Grounds for termination

The Sole Global Coordinator (for itself and on behalf of the other Hong Kong Underwriters) has the absolute discretion to terminate the Hong Kong Underwriting Agreement with immediate effect by written notice to our Company at any time prior to 8:00 a.m. on the Listing Date if:

- (a) there develops, occurs, exists or comes into force:
 - (i) any event, or series of events, in the nature of force majeure (including, without limitation, acts of government, declaration of a national or international emergency, calamity, crisis, epidemics, pandemics, outbreak of diseases (including, without limitation, SARS and H5N1 and such related/mutated forms), economic sanctions, strikes, lock-outs, fire, explosion, flooding, civil commotion, riots, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God,

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acts of terrorism (whether or not responsibility has been claimed) or interruption or delay in transportation in or affecting Hong Kong, the PRC, Singapore, Japan, the United States, the United Kingdom, the European Union (or any member thereof) or any other jurisdiction in which our Company or any of our subsidiaries conducts business (collectively, the “**Relevant Jurisdictions**” and each a “**Relevant Jurisdiction**”); or

- (ii) any change or development involving a prospective change, or any event or series of events likely to result in any change or development involving a prospective change, in local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market conditions or any monetary or trading settlement system (including, without limitation, any conditions affecting stock and bond markets, money and foreign exchange markets, investment markets, credit markets and inter-bank markets) in or affecting any Relevant Jurisdiction; or
- (iii) any moratorium, suspension, limitation or restriction on trading in securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the New York Stock Exchange, NYSE Amex Equities, the Nasdaq National Market or the London Stock Exchange or a devaluation of Hong Kong dollars or the Renminbi against any foreign currencies (including, without limitation, a change in the system under which the value of the Hong Kong currency is linked to that of the United States); or
- (iv) any general moratorium on commercial banking activities in any of the Relevant Jurisdictions, or any disruption in commercial banking or securities settlement or clearance services in any of the Relevant Jurisdictions or any jurisdiction where any of the stock exchanges referred to in paragraph (iii) above is located, or any disruption in commercial banking, foreign exchange trading or securities settlement or clearance services or procedures in or affecting any of the Relevant Jurisdictions or any jurisdiction where any of the stock exchanges referred to in paragraph (iii) above is located; or
- (v) any new law or regulation or any change or development involving a prospective change in existing laws or regulations or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent authority in or affecting any of the Relevant Jurisdictions; or
- (vi) the change or development involving a prospective change in taxation or exchange control, currency exchange rates or foreign investment regulations or the implementation of any exchange control in any of the Relevant Jurisdictions; or
- (vii) any litigation, legal action, claim or legal proceeding of any third party being threatened or instigated against our Company or any of our subsidiaries or any of our Controlling Shareholders; or
- (viii) any Director being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or
- (ix) the chairman or chief executive officer of our Company vacating his office; or
- (x) the commencement by any judicial or regulatory or political body or organisation of any action against any Director, or an announcement by any judicial or regulatory or political body or organisation of any intention to take any such action; or
- (xi) any contravention by our Company or any of our subsidiaries of the Companies Ordinance, the Listing Rules or any applicable Law which has not been disclosed in the section headed “Business – Legal Proceedings and Regulatory Compliance” and “Business – Non-compliance with Companies Ordinance” in this prospectus; or

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- (xii) any prohibition on our Company for whatever reason from allotting or selling the Offer Shares (including any Shares that may be allotted and issued by our Company upon the exercise of the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (xiii) non-compliance of this prospectus (or any other documents used in connection with the contemplated offer, subscription or sale of the Offer Shares) or any aspect of the Global Offering with the Listing Rules or any applicable law; or
- (xiv) other than with the approval of the Sole Global Coordinator, the issue or requirement to issue by our Company of a supplemental prospectus or any other documents pursuant to the Companies Ordinance or the Listing Rules; or
- (xv) a valid demand by any creditor for repayment or payment of any indebtedness of our Company or any of our subsidiaries or any of our Controlling Shareholders, or in respect of which our Company or any of our subsidiaries or any of our Controlling Shareholders, is liable prior to its stated maturity, or any loss or damage sustained by our Company or any of our subsidiaries or any of our Controlling Shareholders (howsoever caused and whether or not the subject of any insurance or claim against any person); or
- (xvi) any order or petition for the winding up or liquidation of our Company or any of our subsidiaries or any of our Controlling Shareholders or any composition or arrangement made by our Company or any of our subsidiaries or any of our Controlling Shareholders with its creditors or any scheme of arrangement entered into by our Company or any of our subsidiaries or any of our Controlling Shareholders, or any resolution being or having been passed for the winding-up of our Company or any of our subsidiaries or any of our Controlling Shareholders or the appointment of any provisional liquidator, receiver or manager over all or part of any material assets or undertaking of our Company or any of our subsidiaries or any of our Controlling Shareholders, or anything analogous thereto having occurred in respect of our Company or any of our subsidiaries or any of our Controlling Shareholders; or
- (xvii) any change or prospective change, or a materialisation of, any of the risks set out in the section headed “Risk Factors” in this prospectus;

and which, individually or in the aggregate, in the sole opinion of the Sole Global Coordinator (for itself and on behalf of the Underwriters):

- (aa) has or will or may have a material adverse change, or any development likely to involve a prospective material adverse change, in the condition, financial, operational or otherwise, or in the earnings, affairs or prospects, assets or liabilities of our Company or any of our subsidiaries, whether or not arising in the ordinary course of business (“**Material Adverse Effect**”) on the business, results of operations, financial, trading or other condition or prospects of our Company or our Group as a whole; or
- (bb) has or will have or may have a Material Adverse Effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering and the level of interest under the International Offering or
- (cc) makes it or will or may make it inadvisable, inexpedient or impracticable to proceed with or market the Hong Kong Public Offering and/or the International Offering or the delivery of the Offer Shares on the terms and in the manner contemplated in this prospectus; or
- (dd) has or will or may have the effect of making any part of the Hong Kong Underwriting Agreement and the International Underwriting Agreement incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Global Offering or pursuant to this Hong Kong Underwriting Agreement and the International Underwriting Agreement.

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- (b) there has come to the notice of the Sole Global Coordinator:
- (i) that any statement contained in any of this prospectus, the Application Forms and the formal notice or any announcements issued by or on behalf of our Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect, inaccurate or misleading in any material respect, or any forecasts, expressions of opinion, intention or expectation expressed in this prospectus, the Application Forms and the formal notice and/or any announcements issued by our Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was, when it was made, not based on reasonable assumptions or not made in good faith in any respect; or
 - (ii) that any matter has arisen or has been discovered which would or might, had it arisen or been discovered immediately before 22 November 2013, not having been disclosed in this prospectus, constitute a material omission therefrom; or
 - (iii) any material breach of any of the warranties, obligations or undertakings given by or imposed upon any party to the Hong Kong Underwriting Agreement and the International Underwriting Agreement (other than any of the Hong Kong Underwriters or the International Underwriters) or any matter or event showing any of such warranties, obligations or undertakings to be untrue, incorrect, inaccurate or misleading or having been breached in any material respect when given or repeated; or
 - (iv) any matter, event, act or omission which gives or is likely to give rise to any material liability of any of our Company, our executive Directors, GIHL and Chairman Lu pursuant to the indemnification provisions in the Hong Kong Underwriting Agreement or the International Underwriting Agreement; or
 - (v) any material adverse change or development involving a prospective material adverse change or development (whether or not permanent) in the earnings, business, operations, assets, liabilities, conditions, business affairs, prospects, profits, losses, results of operations or in the financial or trading position or performance of our Company or any of our subsidiaries or our Group as a whole; or
 - (vi) that approval by the Listing Committee of the listing of, and permission to deal in, our Shares in issue and to be issued or sold (including any additional Shares that may be issued or sold pursuant to the exercise of the Over-allotment Option) under the Global Offering is refused or not granted on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified or withheld; or
 - (vii) our Company withdrawing this prospectus and the Application Forms (and any other documents used in connection with the contemplated subscription of the Offer Shares) or the Global Offering; or
 - (viii) any expert whose consent is required for the issue of any of this prospectus and the Application Forms with inclusion of its reports and/or letters (as the case may be) and references to its name in the form and context in which they appear has withdrawn or sought to withdraw its consent to the issue of any of this prospectus and the Application Forms.

(b) International Underwriting Agreement

In connection with the International Offering, it is expected that our Company will, on or about the Price Determination Date, enter into the International Underwriting Agreement with, among others, the International Underwriters. Under the International Underwriting Agreement, the International Underwriters would, subject to certain conditions set out therein, agree to subscribe for the International Offer Shares being offered pursuant to the International Offering or procure subscribers

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to subscribe for such International Offer Shares. Under the International Underwriting Agreement, our Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Sole Global Coordinator on behalf of the International Underwriters at any time from the date of the International Underwriting Agreement up to (and including) Friday, 27 December 2013, being the 30th day after the last day for the lodging of applications under the Hong Kong Public Offering, to require our Company to allot and issue up to an aggregate of 30,000,000 additional Shares, representing in aggregate not more than 15% of the maximum number of Offer Shares initially available under the Global Offering.

Undertakings in favour of the Stock Exchange pursuant to the Listing Rules

(a) By our Company

Pursuant to Rule 10.08 of the Listing Rules, our Company has undertaken to the Stock Exchange that no further Shares or securities convertible into equity securities of our Company (whether or not of a class already listed) will be issued by our Company or form the subject of any agreement to such an issue by our Company within six months from the Listing Date (whether or not such issue of Shares or securities of our Company will be completed within six months from the Listing Date), except in certain circumstances prescribed by Rule 10.08 of the Listing Rules.

(b) By the Controlling Shareholders

Pursuant to Rule 10.07(1) of the Listing Rules, each of our Controlling Shareholders has undertaken to us and the Stock Exchange that, save as the stock borrowing arrangements as disclosed under the section headed “Structure of the Global Offering — Stock Borrowing Agreement” in this prospectus, he or it shall not and shall procure that the relevant registered holders controlled by them shall not:

- (i) at any time during the period commencing on the date of this prospectus and ending on the date which is six months from the Listing Date (the “**First Six-Month Period**”), dispose of, nor enter into any agreement to dispose of, or otherwise create any options, rights, interests or encumbrances (save pursuant to a pledge or charge as security in favour of an authorised institution (as defined in the Banking Ordinance, Chapter 155 of the Laws of Hong Kong) for a bona fide commercial loan) in respect of, any of our Shares in respect of which he or it is shown in this prospectus to be the beneficial owner; or
- (ii) at any time during the period of six months commencing on the date on the First Six-Month Period (the “**Second Six-Month Period**”), dispose of, or enter into any agreement to dispose of, or otherwise create any options, rights, interests or encumbrances (save pursuant to a pledge or charge as security in favour of an authorised institution (as defined in the Banking Ordinance, Chapter 155 of the Laws of Hong Kong) for a bona fide commercial loan) in respect of, any of the Shares referred to in paragraph (a) above if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, he or it would cease to be a Controlling Shareholder.

Each of our Controlling Shareholders has also undertaken to us and the Stock Exchange that he or it will, from the date of this prospectus to the end of the Second Six-Month Period when either of them:

- (i) pledge or charge of any securities of our Company beneficially owned by him or it in favour of any authorised institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, immediately inform our Company in writing of such pledge or charge together with number of securities so pledged or charged; and
- (ii) receive indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged securities of our Company will be disposed of, immediately inform our Company in writing of such indications.

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Undertakings in favour of our Company and the Sole Global Coordinator

GISA

Pursuant to a deed of undertaking dated 19 November 2013, GISA has undertaken to our Company and the Sole Global Coordinator, among other things, that it will not, and will procure its subsidiaries, its nominees or any person acting on its behalf will not (except with the prior written approval of our Company and the Sole Global Coordinator) at any time during the period commencing from 22 November 2013 (being the date of this prospectus) and ending on the 12 months after the Listing Date (both dates inclusive):

- (i) issue, offer, sell, contract to sell, pledge, encumber or otherwise dispose of (or publicly announce any such issuance, offer, sale or disposal) any of the 152,931,181 Shares in respect of which it is shown in this prospectus to be the beneficial owner (the “**GISA Shares**”), or issue, offer, sell, contract to sell, pledge or otherwise dispose of any Shares and any securities exchangeable for or convertible into or exercisable for the GISA Shares, warrants or other rights to purchase the GISA Shares or any security or financial product whose value is determined directly or indirectly by reference to the price of the GISA Shares, including equity swaps, forward sales and options representing the right to receive any GISA Shares;
- (ii) enter into any other arrangement that transfers to others, in whole or in part, any of the economic consequences of ownership of the GISA Shares; or
- (iii) publicly announce any such offer, issue, sale or disposal of any GISA Shares;

other than any offer, sale, transfer or other disposal (or contract or agreement for the same) of the GISA Shares by GISA to Gemalto or any direct or indirect wholly owned subsidiary of Gemalto.

BOCI Investment

Pursuant to a lock-up undertaking dated 18 November 2013 and assuming the Listing takes place on or before 17 February 2014 (if not, the undertaking will expire on 18 February 2014), BOCI Investment has undertaken to our Company and the Sole Global Coordinator, among other things, that it will not, and will procure its subsidiaries, its nominees or any person acting on its behalf will not (except with the prior written approval of our Company and the Sole Global Coordinator):

- (a) at any time during the period commencing from 18 November 2013 (being the date of the lock-up undertaking) and ending on the date which is six months from the Listing Date (both dates inclusive), (i) issue, offer, sell, contract to sell, pledge, encumber or otherwise dispose of (or publicly announce any such issuance, offer, sale or disposal) any of the 90,229,397 Shares in respect of which it is shown in this prospectus to be the beneficial owner (the “**BOCI Investment Shares**”), or issue, offer, sell, contract to sell, pledge or otherwise dispose of any securities exchangeable for or convertible into or exercisable for the BOCI Investment Shares, warrants or other rights to purchase the BOCI Investment Shares or any security or financial product whose value is determined directly or indirectly by reference to the price of the BOCI Investment Shares, including equity swaps, forward sales and options representing the right to receive any BOCI Investment Shares; or (ii) enter into any other arrangement that transfers to others, in whole or in part, any of the economic consequences of ownership of the BOCI Investment Shares; or (iii) publicly announce any such offer, issue, sale or disposal of any BOCI Investment Shares; or
- (b) at any time during the period of six months commencing on the date on which the period referred to in paragraph (a) above expires (both dates inclusive), (i) issue, offer, sell, contract to sell, pledge, encumber or otherwise dispose of (or publicly announce any such issuance, offer, sale or disposal) any of the BOCI Investment Shares, or issue, offer, sell, contract to sell, pledge or otherwise dispose of any securities exchangeable for or convertible into or exercisable for the BOCI Investment Shares, warrants or other rights to purchase the BOCI

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Investment Shares or any security or financial product whose value is determined directly or indirectly by reference to the price of the BOCI Investment Shares, including equity swaps, forward sales and options representing the right to receive any BOCI Investment Shares, or enter into any other arrangement that transfers to others, in whole or in part, any of the economic consequences of ownership of the BOCI Investment Shares; or (ii) publicly announce any such offer, issue, sale or disposal of any BOCI Investment Shares; if immediately following any such offer, issue, sale or disposal of any BOCI Investment Shares, BOCI Investment would cease to hold one-third of the BOCI Investment Shares.

Undertakings pursuant to the Hong Kong Underwriting Agreement

(a) By our Company

Pursuant to the Hong Kong Underwriting Agreement, our Company has irrevocably and undertaken to the Sole Global Coordinator, the Sole Lead Manager, the Joint Sponsors, and the Hong Kong Underwriters that it will, among other things, that except pursuant to the Capitalisation Issue, the Global Offering (including pursuant to the exercise of the Over-allotment Option, the options granted under the Pre-IPO Share Option Scheme and the options which may be granted under the Share Option Scheme), at any time after the date of the Hong Kong Underwriting Agreement and until the expiry of the First Six-Month Period, our Company will not, without the prior written consent of the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- (a) offer, accept subscription for, pledge, issue, sell, lend, mortgage, assign, charge, contract to issue or sell, sell any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, any such share capital or other securities of our Company or any interest therein (including, but not limited to, any securities that are convertible into or exchangeable for, or that represent the right to receive any such capital or securities or any interest therein) or any of the rights attaching to any such share capital, including but not limited to rights as to voting, dividend or distribution; or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any such share capital or securities or any interest therein or any of the rights attaching to any such share capital, including but not limited to rights as to voting, dividend or distribution; or
- (c) enter into any transaction with the same economic effect as any transaction described in (a) or (b) above; or
- (d) agree or contract to, or publicly announce any intention to enter into, any transaction described in (a) or (b) above,

whether any such transaction described in (a), (b) or (c) above is to be settled by delivery of our Shares or other securities, in cash or otherwise.

Similar undertakings are expected to be given by our Company to the International Underwriters under the International Underwriting Agreement.

(b) By the Controlling Shareholders

Pursuant to the Hong Kong Underwriting Agreement, each of our Controlling Shareholders undertakes to our Company, the Sole Global Coordinator and the Hong Kong Underwriters that except pursuant to the Stock Borrowing Agreement, without the prior written consent of the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules:

- (i) from the date of the Hong Kong Underwriting Agreement until the expiry of the First Six-Month Period, it will not, and will procure that the relevant registered holder(s) and its

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associates and companies controlled by it and any nominee or trustee holding in trust for it will not:

- (a) offer, pledge, charge (other than any pledge or charge of the issued share capital of the Company after the Global Offering in favour of an authorised institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a *bona fide* commercial loan), sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, any Shares in respect of which he or it is shown in the Prospectus to be the beneficial owner (as defined in Rule 10.07(2) of the Listing Rules) (the “**Relevant Securities**”) or any interest therein (including, but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, any such capital or securities or any interest therein) or any of the rights attaching to any such share capital, including but not limited to rights as to voting, dividend or distribution; or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Relevant Securities or any interest therein or any of the rights attaching to any such share capital, including but not limited to rights as to voting, dividend or distribution; or
- (c) enter into any transaction with the same economic effect as any transaction described in (a) or (b) above; or
- (d) agree or contract to, or publicly announce any intention to enter into, any transaction described in (a), (b) or (c) above,

whether any such transaction is to be settled by delivery of the Relevant Securities, in cash or otherwise; and

- (ii) in the Second Six-Month Period, it will not enter into any of the transactions specified in (i)(a), (b) or (c) above or agree or contract to or publicly announce any intention to enter into any such transaction if, immediately following such transfer or disposal, it will cease to be a Controlling Shareholder; and
- (iii) until the expiry of the Second Six-Month Period, in the event that it enters into any such transactions or agrees or contracts to, or publicly announces any intention to enter into any such transactions, it will take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of our Company.

Similar undertakings are expected to be given by our Controlling Shareholders to the International Underwriters under the International Underwriting Agreement.

Without prejudice to the above, each of the Controlling Shareholders has undertaken to our Company, the Sole Global Coordinator and the Hong Kong Underwriters that until the expiry of the Second Six-Month Period he or it will:

- (a) when he or it pledges or charges any securities or interests or any of the rights attaching to any such share capital, including but not limited to rights attaching to any such capital, including but not limited to rights as to voting, dividend or distribution in the securities of our Company, immediately inform our Company and the Sole Global Coordinator in writing of such pledge or charge together with the number of securities and nature of interest so pledged or charged; and

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- (b) if and when he or it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged securities or interests in or rights attaching to the securities of our Company will be sold, transferred or disposed of, immediately inform our Company and the Sole Global Coordinator in writing of such indications.

Our Company will notify the Stock Exchange as soon as practicable upon being informed of such event and shall make a public disclosure by way of press announcement in accordance with the Listing Rules.

Underwriting Commission and Other Expenses

The Hong Kong Underwriters will receive a commission of 3.0% of the aggregate Offer Price of all the Hong Kong Public Offer Shares less any unsubscribed Hong Kong Public Offer Shares reallocated to the International Offering and ignoring for this purpose any Hong Kong Public Offer Shares reallocated from the International Offering due to over-subscription, out of which the Hong Kong Underwriters will pay any sub-underwriting commission. The underwriting commission for such reallocated Offer Shares in each case will be payable to the International Underwriters in accordance with the terms of the International Underwriting Agreement.

Assuming the Over-allotment Option is not exercised at all and based on the Offer Price of HK\$5.10 (being the mid-point of the indicative Offer Price range), the underwriting commission, sponsorship and documentation fee, Stock Exchange listing fees, SFC transaction levy and Stock Exchange trading fee, financial advisory service fee, legal and other professional fees together with printing and other expenses relating to the Global Offering (excluding any discretionary fees) are estimated to amount to about HK\$69.1 million in total and are paid and payable by our Company.

Underwriters' Interests in our Company

Save as disclosed in the section headed "History and Corporate Structure – Pre-IPO Investment – Our Pre-IPO Investor – BOCI Investment" in this prospectus and as above, and other than pursuant to the Underwriting Agreements, none of the Underwriters has any shareholding in any member of our Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.