
UNDERWRITING

UNDERWRITERS

Hong Kong Underwriter

SBI E2-Capital (HK) Limited

International Offering Underwriters

Samsung Securities (Asia) Limited

SBI E2-Capital (HK) Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Hong Kong Underwriting Agreement

Pursuant to the Hong Kong Underwriting Agreement, our Company is offering 500,080 Shares for subscription by the public in Hong Kong and the Eligible Employees subject to the terms and conditions of this prospectus and the Application Forms at the Offer Price. Our Company is offering approximately 10% of the number of Offer Shares under the Hong Kong Public Offering tranche for subscription by Eligible Employees under the Employee Preferential Offer subject to the terms and conditions of this prospectus and the PINK Application Forms at the Offer Price. Subject to, among other conditions, (i) the Listing Committee granting approval of the listing of, and permission to deal in, the Shares in issue and to be issued as mentioned in this prospectus on or before the Listing Date (or such other date as our Company and the Bookrunner (on behalf of the Hong Kong Underwriter) may agree) and (ii) certain other conditions set out in the Hong Kong Underwriting Agreement (including the execution and delivery of the International Underwriting Agreement and the Price Determination Agreement on or before the Price Determination Date by, amongst others, our Company and the Bookrunner (on behalf of the Underwriters)) becoming unconditional, the Hong Kong Underwriter has agreed to procure applications for the Hong Kong Offer Shares being offered or, failing which, to apply for such Hong Kong Offer Shares on the terms and conditions as set out in the Hong Kong Underwriting Agreement.

Grounds for termination

The Bookrunner (acting on behalf of the Hong Kong Underwriter) shall have the sole and absolute right by notice in writing or orally (with written confirmation to follow) to our Company to terminate the Hong Kong Underwriting Agreement with immediate effect upon occurrence of the following events at any time prior to 8:00 a.m. on the Listing Date (“**Termination Time**”):

- (A) there comes to the notice of the Bookrunner or the Hong Kong Underwriter:
 - (a) any matter or event showing any of the representations, warranties or undertakings (the “**Warranties**”) contained in the Hong Kong Underwriting Agreement given by the Controlling Shareholders (the “**Covenantors**”) to be untrue, inaccurate or misleading in any respect when given or repeated or there has been a breach of any of the

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Warranties or any other provisions in the Hong Kong Underwriting Agreement by any party thereto other than the Bookrunner and the Hong Kong Underwriter which, in any such cases, is considered, in the sole opinion of the Bookrunner, to be material in the context of the Global Offering; or

- (b) any statement contained in this prospectus, the Application Forms, the formal notice and any announcements in the agreed form issued by our Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) has become or been discovered to be untrue, incorrect or misleading in any respect and is considered in the sole opinion of the Bookrunner to be material; or
 - (c) any event, series of events, matter or circumstance occurs or arises on or after the date of the Hong Kong Underwriting Agreement and before the Termination Time, being an event, matter or circumstance which, if it had occurred before the date of the Hong Kong Underwriting Agreement, would have rendered any of the Warranties untrue, incorrect or misleading in any respect, and which is considered, in the sole opinion of the Bookrunner to be material in the context of the Global Offering; or
 - (d) any matter which, had it arisen or been discovered immediately before the date of this prospectus and not having been disclosed in this prospectus, would have constituted, in the sole opinion of the Bookrunner, a material omission in the context of the Global Offering; or
 - (e) any event, act or omission which gives or is likely to give rise to any material liability of our Company and the Covenantors arising out of or in connection with any of the Warranties; or
 - (f) any breach by any party to the Hong Kong Underwriting Agreement other than the Sponsor, the Bookrunner and the Hong Kong Underwriter of any provision of the Hong Kong Underwriting Agreement which, in the sole opinion of the Bookrunner, is material; or
 - (g) any material adverse change or material adverse development involving a prospective change in the assets, liabilities, conditions, business affairs, prospects, profits, losses or financial or trading position or performance of any member of our Group; or
- (B) there shall have developed, occurred, existed, or come into effect any event or series of events, matters or circumstances whether occurring or continuing before, on and/or after the date of the Hong Kong Underwriting Agreement and including an event or change in relation to or a development of an existing state of affairs concerning or relating to any of the following:
- (a) any new law or regulation or any change or development involving a prospective change in existing laws or regulations or any prospective change in the interpretation or application thereof by any court or other competent authority in Hong Kong, the United States, Germany, the PRC, the European Union, Korea, Japan or any of the jurisdictions in which our Group operates or has or is deemed by any applicable law to have a presence (by whatever name called) (the “**Relevant Jurisdictions**”); or

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- (b) any material change or material development involving a prospective change, or any event or series of events resulting in any change, or development involving a prospective change, in any Relevant Jurisdiction, the local, regional, national or international financial, currency, political, military, industrial, economic, stock market or other market conditions or any monetary or trading settlement systems or matters and/or disaster (including any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the London Stock Exchange, the American Stock Exchange or the Nasdaq National Market, the Korea Exchange, the Thailand Stock Exchange or a material devaluation of the Hong Kong dollar, Euro, Korean Won, Thai Baht or the Renminbi against any foreign currencies, or any disruption in securities settlement or clearance services or procedures in Hong Kong, Korea, Germany, the PRC, the United States or Japan); or
- (c) any change in the conditions of the U.S., Hong Kong, the PRC or international equity securities or other financial markets; or
- (d) the imposition of any moratorium, suspension or restriction on trading in securities generally on any of the markets operated by the Stock Exchange due to exceptional financial circumstances or otherwise; or
- (e) any change or development involving a prospective change in all forms of taxation whether of Hong Kong, the PRC, Germany or elsewhere in the world wherever imposed and all statutory, governmental, state, provincial, local government or municipal impositions, duties and levies and all penalties, changes, costs and interest relating thereto, or exchange control (or the implementation of any exchange control); or
- (f) any material adverse change or prospective material adverse change in the business or in the financial or trading position or prospects of any member of our Group; or
- (g) the imposition of new economic sanctions or changes in existing economic sanctions, in whatever form, directly or indirectly, by, or for, the U.S. or by the European Union (or any member thereof) on the PRC, Germany or Korea; or
- (h) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary of Hong Kong or the Hong Kong Monetary Authority or other competent authority), New York (imposed at Federal or New York State level or other competent authority), the PRC, Germany, the European Union, Korea or Japan, or there is a material disruption in commercial banking activities or securities settlement or clearance services in those jurisdictions; or

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- (i) any event or series of events in the nature of force majeure in or affecting any of the Relevant Jurisdictions including, without limiting the generality thereof, any act of God, act of government, military action, riot, public disorder, civil commotion, tsunami, fire, flood, explosion, terrorism (whether or not responsibility has been claimed), strike or lock-out epidemic, outbreak of diseases and epidemics (including but not limited to H1N1 flu, severe acute respiratory syndrome and H5N1 and other related or mutated forms) or interruption or delay in transportation; or
- (j) any litigation or claim of material importance of any third party being instigated against any member of our Group in any Relevant Jurisdiction; or
- (k) any significant change or development involving a materialisation of, any of the risks set out in the section headed “Risk Factors” in this prospectus; or
- (l) a valid demand by any creditor for repayment or payment of any material indebtedness of any member of our Group or in respect of which any member of our Group is liable prior to its stated maturity; or
- (m) any material loss or damage sustained by any member of our Group (howsoever caused and whether or not the subject of any insurance or claim against any person); or
- (n) other than with the approval of the Bookrunner, the issue or requirement to issue by our Company of a supplementary offering document pursuant to the Companies Ordinance or the Listing Rules in circumstances where the matter to be disclosed is, in the sole and absolute opinion of the Bookrunner, materially adverse to the marketing for or implementation of the Global Offering; or
- (o) a petition is presented for the winding-up or liquidation of any member of our Group or any member of our Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of our Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of our Group or anything analogous thereto occurs in respect of any member of our Group;

which, in the sole opinion of the Bookrunner:

- (i) is or will be materially adverse to the business, financial or trading condition or prospects of our Group taken as a whole; or
- (ii) has or will have an adverse effect on the success of the Global Offering or the level of the Offer Shares being applied for or accepted, the distribution of the Offer Shares or the demand or market price of the Shares following the Listing; or

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- (iii) for any other reason makes it impracticable, inadvisable or inexpedient for the Underwriter to proceed with the Global Offering as a whole; or
- (iv) has or would have the effect of making any part of the Hong Kong Underwriting Agreement (including underwriting) 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 the underwriting thereof.

For the above purpose:

- (1) a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the U.S. or a devaluation of the Renminbi or Euro or any other currency that is relevant to our Company's operations against any foreign currencies shall be taken as an event resulting in a change in currency conditions; and
- (2) any normal market fluctuations shall not be construed as events or series of events affecting market conditions referred to above.

Similar events are contained in the International Underwriting Agreement that may allow the International Offering Underwriters to terminate their respective obligations thereunder.

UNDERTAKINGS GIVEN TO THE STOCK EXCHANGE PURSUANT TO THE LISTING RULES

1. By our Company

Pursuant to Rule 10.08 of the Listing Rules, our Company has undertaken to the Stock Exchange that except pursuant to the Global Offering, no further Shares or securities convertible into equity securities of our Company (whether or not of a class already listed) will be issued by us 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.

2. By the Controlling Shareholders

2.1 Pursuant to Rule 10.07(1) of the Listing Rules, each of SSCP, SBHK and Humble Humanity, being our Controlling Shareholders, have undertaken to our Company and the Stock Exchange that, save as disclosed in the prospectus and except pursuant to the Global Offering, it will not, and will procure that the relevant registered holder(s) will not:

2.1.1 in the period commencing from the date of this prospectus and ending on the date which is six months from the Listing Date, dispose of nor enter into any agreement to dispose of or otherwise create any options, rights, interest or encumbrances in respect of, any Shares in respect of which it is shown in this prospectus to be the beneficial owner(s) (the "**Relevant Securities** and

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- 2.1.2 in the period of six months commencing on the date on which the period referred to in paragraph 2.1.1 expires, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of any Relevant Securities if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, our Controlling Shareholders will cease to be the controlling shareholders (as defined under the Listing Rules).
- 2.2 Each of our Controlling Shareholders has further undertaken to our Company and the Stock Exchange that it will, within a period of 12 months from the Listing Date immediately inform the Company and the Stock Exchange of:
- 2.2.1 any pledges or charges of any securities of our Company beneficially owned by it in favour of any authorized institution as permitted under the Listing Rules, and the number of such Shares or securities of our Company so pledged or charged; and
- 2.2.2 any indication received by it, either verbal or written, from any pledgee or chargee of any Shares or other securities of our Company pledged or charged that any of such Shares or other share capital will be sold, transferred or disposed of.

UNDERTAKINGS PURSUANT TO THE HONG KONG UNDERWRITING AGREEMENT

1. By our Company

Our Company has undertaken to the Bookrunner (acting on behalf of the Hong Kong Underwriter) and the Sponsor that, and each of our Controlling Shareholders has undertaken to the Bookrunner (acting on behalf of the Hong Kong Underwriter) and the Sponsor to use its best endeavours to procure that, without prior written consent of the Bookrunner (acting on behalf of the Hong Kong Underwriter), subject always to the requirements of the Stock Exchange, save for the Offer Shares, neither our Company nor any of its subsidiaries shall from time to time:

- 1.1 allot and issue or agree to allot and issue any share in or other securities of our Company or any of our subsidiaries from time to time or grant or agree to grant any option, warrant or other right carrying the right to subscribe for or encumbrances over or otherwise acquire any securities of our Company or any of its subsidiaries from time to time (save and except for any such allotment and issue by any of our subsidiaries with no dilution effect on the Group's interest in such subsidiaries) during the period commencing from the date of this prospectus and ending six months from the Listing Date (the “**First Six-Month Period**”);
- 1.2 issue or agree to issue any Share or securities in our Company or grant or agree to grant any option, warrant or other right carrying the right to subscribe for or otherwise convert into or exchange for Shares or securities in our Company or enter into any swap, derivative

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or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any such Shares, during the six-month period commencing immediately after the expiry of the First Six-Month Period (the “**Second Six-Month Period**”), so as to result in the Controlling Shareholders either individually or taken together with the other of them, ceasing to be a controlling shareholder (as defined under the Listing Rules) of our Company or our Company ceasing to hold a controlling interest of 30% or more in any major subsidiary (which shall have the same meaning as in Rule 13.25(2) of the Listing Rules) of the Group; or

1.3 during the First Six-Month Period, purchase any Shares or securities of our Company.

2. By the Controlling Shareholders

2.1 Each of the Controlling Shareholders has undertaken to the Stock Exchange, the Company, the Bookrunner (acting on behalf of the Hong Kong Underwriter) and the Sponsor that, save as paragraph 2.1.2 below:

2.1.1 during the First Six-Month Period, it shall not, and shall procure the relevant registered holder(s) of the Shares (if applicable) to not, dispose of, nor enter into any agreement to dispose of or otherwise create any option, right, interest or encumbrance in respect of, any of its direct and indirect interest in the Shares in respect of which it is shown in the Prospectus to be the beneficial owner(s) (the “**Relevant Securities**”); and (ii) during the Second Six-Month Period, it shall not, and shall procure the relevant registered holder(s) of the Shares (if applicable) shall not, dispose of, nor enter into any agreement to dispose of or otherwise create any option, right, interest or encumbrance in respect of, any of its direct and indirect interest in the Relevant Securities if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, it (together with the other Controlling Shareholders) will cease to be a controlling shareholder (within the meaning of the Listing Rules) of the Company. The Controlling Shareholders shall, on any disposal of the Shares during the Second Six-Month Period, take all reasonable steps to ensure that any such disposal shall not create a disorderly or false market; and

2.1.2 nothing in paragraph 2.1.1 above shall prevent any of the Controlling Shareholders from pledging or charging any direct or indirect interest in the Shares or in any shares in any company controlled by it which is the beneficial owner of the interest in the Shares in favour of an authorised institution (as defined in the Banking Ordinance) for a bona fide commercial loan during the twelve-month period commencing from the Listing Date, but in such event, it shall inform the Company, the Bookrunner and the Sponsor immediately thereafter, disclosing to the Company, the Bookrunner and the Sponsor the details of such pledge or charge including the number and class of securities being pledged or charged and the purpose for which the pledge or charge is made and in the event that it receives indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged securities will be disposed of, it will immediately inform the Company, the Bookrunner and the Sponsor of such indications.

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International Offering

In connection with the International Offering, it is expected that our Company and our Controlling Shareholders will enter into the International Underwriting Agreement with the International Offering Underwriters, on terms and conditions that are substantially similar to the Hong Kong Underwriting Agreement as described above and on the additional terms described below. Under the International Underwriting Agreement, the International Offering Underwriters will severally agree to subscribe or purchase or procure subscribers or purchasers for the International Offering Shares offered pursuant to the International Offering.

Total commission, fee and expenses

In connection with the Global Offering, the Underwriter will receive an underwriting commission of 2.9% of the aggregate Offer Price of all the Offer Shares, out of which they will pay any subunderwriting commissions and selling concessions. In addition, the Company may also pay the Sole Global Coordinator an incentive fee of up to 0.5% of the Offer Price multiplied by Offer Shares. For unsubscribed Hong Kong Offer Shares reallocated to the International Offering, our Company will pay to the International Offering Underwriters an underwriting commission at the rate applicable to the International Offering Shares.

In connection with the Global Offering, the Sponsor will receive a financial advisory (sponsorship) and documentation fee. Based on an Offer Price of HK\$37.00 being the mid-point of the Offer Price range of HK\$29.00 to HK\$45.00, the underwriting commission, financial advisory and documentation fees, listing fees, the Stock Exchange trading fee, the SFC transaction levy, legal and professional fees together with printing and advertising costs, and other expenses relating to the Global Offering are estimated to amount to about HK\$57.9 million in total.

Our Company has agreed to indemnify the Underwriters for certain losses which they may suffer, including losses incurred arising from their performance of their obligations under the Underwriting Agreements, and any breach by our Company of the Underwriting Agreements.

Underwriter's interests in our Company

Apart from the abovementioned, the Sponsor and the Lead Manager do not have any other business relationship with our Group.