
UNDERWRITING

UNDERWRITERS

Underwriters

[REDACTED]

UNDERWRITING ARRANGEMENTS AND EXPENSES

Underwriting agreement

[REDACTED]

Grounds for termination

[REDACTED]

UNDERWRITING

[REDACTED]

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[REDACTED]

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For the above purpose:

- (i) a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the US or any change of the value of Hong Kong currency under such system or a devaluation of the RMB against any foreign currencies shall be taken as an event resulting in a change in currency conditions; and
- (ii) any fluctuations in Hong Kong, the PRC, the US or international equity securities or other financial markets, whether or not within the normal range therefor, may be considered as a change of market conditions or prospects referred to above.

Commission and expenses

The Underwriters will receive a commission of [REDACTED]% on the aggregate [REDACTED] of all the [REDACTED] now being offered, out of which the Underwriters will pay any sub-underwriting commissions and selling concession. The Underwriting commission, documentation fee, Stock Exchange listing fees, brokerage, Stock Exchange trading fee, SFC transaction levy, legal and other professional fees together with applicable printing and other expense relating to the [REDACTED] are approximately HK\$[REDACTED] million (based on the [REDACTED] of HK\$[REDACTED] per [REDACTED]).

Underwriters’ interests in the Company

Save for its interests and obligations under the Underwriting Agreement and save as disclosed in this [REDACTED], none of the Underwriters nor any of their associates is interested beneficially or non-beneficially in any shares in any member of the Group nor has any right (whether legally enforceable or not) or option to subscribe for or to nominate persons to subscribe for any shares of any member of the Group.

Undertakings by the Controlling Shareholders

[REDACTED]

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[REDACTED]

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Undertakings by the Company

[REDACTED]

Sponsor’s interest in the Company

Messis Capital, being the Sponsor, has declared its independence pursuant to Rule 6A.07 of the GEM Listing Rules. Under a compliance adviser’s agreement dated [●] 2015 and made between Messis Capital and the Company (the “**Compliance Adviser’s Agreement**”), the Company appoints Messis Capital and Messis Capital agrees to act as the compliance adviser to the Company for the purpose of the GEM Listing Rules for a fee from the [REDACTED] and ending on the date on which the Company complies with Rule 18.03 of the GEM Listing Rules in respect of its financial results for the second full financial year commencing after the [REDACTED], i.e. [REDACTED], or until the agreement is terminated, whichever is earlier. Save for the advisory and documentation fees to be paid to Messis Capital as the Sponsor to the [REDACTED], it is having been appointed as the compliance adviser to the Company pursuant to the Compliance Adviser’s Agreement, its obligations under the Underwriting Agreement and any interests in securities that may be subscribed by it pursuant to the [REDACTED], neither Messis Capital nor any of its associates has or may, as a result of the [REDACTED], have any interest in any class of securities of the Company or any other company in the Group (including options or rights to subscribe for such securities) has accrued any material benefit as a result of the successful outcome of the [REDACTED].

No director or employee of Messis Capital who is involved in providing advice to the Company has or may, as a result of the [REDACTED], have any interest in any class of securities of the Company or other company in the Group (including options or rights to subscribe for such securities but, for the avoidance of doubt, excluding interests in securities that may be subscribed for or purchased by any such director or employee pursuant to the [REDACTED]).

No director or employee of Messis Capital has a directorship in the Company or any other company in the Group.