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SinoCom

SINOCOM SOFTWARE GROUP LIMITED

中訊軟件集團股份有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 299)

**PLACING OF BONDS
UNDER THE SPECIFIC MANDATE**

PLACING AGENT

平安證券有限公司
Ping An Securities Limited

PING AN SECURITIES LIMITED

PLACING OF BONDS UNDER SPECIFIC MANDATE

On 5 June 2015 (after trading hours), the Company entered into the Placing Agreement with the Placing Agent, pursuant to which the Company has agreed to issue and the Placing Agent has agreed to place, on a best effort basis, the Bonds with a principal amount of up to HK\$800,000,000 to not less than six Places. Assuming the Bonds are fully placed and the Conversion Conditions are fulfilled, based on the initial Conversion Price of HK\$2.50 per Conversion Share, 320,000,000 Conversion Shares will be allotted and issued by the Company upon exercise in full of the conversion rights attaching to the Bonds, representing: (a) approximately 24.32% of the existing issued share capital of the Company; and (b) approximately 19.56% of the issued share capital of the Company as enlarged by the issue of the Conversion Shares (assuming there is no other change in the issued share capital of the Company between the date of this announcement and the full conversion of the Bonds). The Conversion Price of HK\$2.50 represents (i) a discount of approximately 41.04% to the closing price of HK\$4.24 per Share as quoted on the Stock Exchange on the Last Trading Day; and (ii) a discount of approximately 31.69% to the average closing price of HK\$3.66 per Share as quoted on the Stock Exchange for the last five trading days up to and including the Last Trading Day. The Directors consider that the Conversion Price and the terms and conditions of the Placing Agreement and the Bonds are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The Bonds will be issued under the Specific Mandate. Assuming the Bonds are fully placed by the Placing Agent and based on the estimated expenses of the Placing in the amount of approximately HK\$21 million, the gross and net proceeds from the Placing are estimated to be HK\$800 million and approximately HK\$779 million respectively. The Company intends to use the net proceeds from the Placing for general working capital and development of mobile gaming and sports related mobile application businesses.

GENERAL

The EGM will be held for the Shareholders to consider and, if thought fit, approve the ordinary resolutions in respect of the grant of the Specific Mandate. To the best of the Directors' knowledge, information and belief, no Shareholder has an interest in the Specific Mandate that is materially different from the other Shareholders, therefore no Shareholder is required to abstain from voting at the EGM in respect of the Specific Mandate.

A circular containing, among other things, (i) details of the Specific Mandate; (ii) a notice of the EGM; and (iii) other information as required under the Listing Rules, is expected to be dispatched to the Shareholders on or before 27 July 2015.

THE PLACING AGREEMENT

Date

5 June 2015 (after trading hours)

Parties

- (1) The Company (as the issuer); and
- (2) The Placing Agent (as the placing agent)

To the best of the knowledge, information and belief of the Board, having made all reasonable enquiries, the Placing Agent and its ultimate beneficial owner(s) are Independent Third Parties. As at the date of this announcement, the Placing Agent is not interested in any Shares.

The Placing

The Company has agreed to issue and the Placing Agent has agreed to place, on a best effort basis, the Bonds with a principal amount of up to HK\$800,000,000 to not less than six Placees at the issue price of 100% of the principal amount of the Bonds. The Placing Agent shall use all reasonable endeavours to ensure that the Placees, being professional investors, and their ultimate beneficial owners are Independent Third Parties and shall remain as Independent Third Parties of the Company after the placing of the Bonds subscribed by him if relevant, on fully converted basis as at the date of Completion of the Placing (taking into account other securities held by such Placee at the time of his subscription of the Bonds). The Placing Agent will receive a placing commission of 2.5% of the aggregate principal amount of the Bonds successfully placed by the Placing Agent to the Placees.

Nature of the Bonds

The Bonds will be issued on Closing Date in the form of the debt instrument without Conversion Rights and, as from the date when the latter of the following two conditions (collectively, the “**Conversion Conditions**”) as stated below are fulfilled (the “**Conversion Rights Creation Date**”), the Conversion Rights will attach to the Bonds subject to and in accordance with the terms of the conditions of the Bonds:

- (i) the passing of a resolution by the Shareholders in general meeting approving the grant of the Specific Mandate; and
- (ii) the Stock Exchange granting approval for the creation of the Conversion Rights and (subject to conditions as set out in the listing approval) and the approval of listing of and permission to deal in all the Conversion Shares which has not been withdrawn or revoked.

In the event that the abovementioned conditions are not fulfilled by 5:00 p.m. on 31 August 2015, or if the Stock Exchange has decided to withdraw, revoke or not to grant the approval of listing of and permission to deal in all the Conversion Shares, or if the resolution approving the Specific Mandate is not duly passed by the Shareholders at the EGM (whichever is the earliest) (the “**Non-fulfillment**”, and the date of Non-fulfillment shall be the “**Non-fulfillment Date**”), the Conversion Rights shall continue to remain unattached to the Bonds and shall be void and extinguished, and the Bondholders may exercise the right of redemption in accordance with mechanism as disclosed in the paragraph headed “**Principal Terms of the Bonds**” below.

Principal Terms of the Bonds

Issuer: The Company

Principal amounts: Up to HK\$800,000,000

Interest rate: The Bonds bear interest from and including the Issue Date to and including the Maturity Date at the following interest rate (the “**Interest Rate**”) on the principal amount of the Bonds:

- (i) in respect of the one-year period commencing from and including the Issue Date to and including the last day of such period (the “**Interest Payment Date**”), 30% per annum;
- (ii) in respect of the one-year period commencing from and including the next calendar day of the Interest Payment Date to and including the Maturity Date, 30% per annum.

In the event of the fulfilment of the Conversion Conditions, the interest rate will be revised (the “**New Interest Rate**”) as follows:

- (i) in respect of the one-year period commencing from and including the Issue Date to and including the Interest Payment Date, 5% per annum;

(ii) in respect of the one-year period commencing from and including the next calendar day of the Interest Payment Date to and including the Maturity Date, 15% per annum

and interest in respect of the Bonds shall be incurred at the relevant New Interest Rate during the respective period on the principal amount of the Bonds from time to time outstanding with retrospective effect such that the Bonds shall bear and shall be treated as having borne interest from the Issue Date at the New Interest Rate up to and including the date of redemption by the Company.

Each Bond or portion of a Bond will cease to bear interest where the Conversion Rights attached to it shall have been exercised by a Bondholder, from and including the Interest Payment Date immediately preceding the relevant date of conversion of the Bond, or if none, the Issue Date.

Maturity Date: 24 months from the Issue Date, provided that if such day is not a Business Day, the Business Day immediately after such date.

Redemption: The Bonds shall not be redeemed (in whole or in part) at the option of the Company commencing from the Issue Date up to and including the day immediately before the Maturity Date.

In the event of Non-fulfillment, on and before the 10th Business Day after the Non-fulfillment Date, the Bondholders may notify and require the Company to, and the Company shall, not later than the close of business in Hong Kong on the 15th Business Day after such notification, redeem those Bonds in whole or in part at a price equivalent to 100% of the principal amount of the Bonds so redeemed together with the interest accrued but unpaid at the Interest Rate in respect thereof from the Issue Date to the date of redemption by the Company. This right of redemption shall lapse and shall be extinguished after the close of business on the 10th Business Day after the Non-fulfillment Date.

On and before the 10th Business Day after the Interest Payment Date, the Bondholders may notify and require the Company to, and the Company shall, not later than the close of business in Hong Kong on the 15th Business Day after such notification, redeem those Bonds in whole or in part at a price equivalent to 100% of the principal amount of the Bonds so redeemed together with the interest accrued but unpaid at, in the case where the Conversion Rights are created and attached to the Bonds, the New Interest Rate, and in the case where there is Non-fulfillment, the Interest Rate, in respect thereof from the Issue Date up to and including the Interest Payment Date. This right of redemption shall lapse and shall be extinguished after the close of business on the 10th Business Day after the Interest Payment Date.

Any principal amount of the Bonds which has not been converted in accordance with the terms and conditions of the Bonds by the Maturity Date (if relevant) shall be redeemed by the Company on or before the 15th Business Day after the Maturity Date in whole at a price equivalent to 100% of the principal amount of the outstanding Bonds together with the interest accrued but unpaid at, in the case where the Conversion Rights are created and attached to the Bonds, the New Interest Rate, and in the case where there is Non-fulfillment, the Interest Rate, in respect thereof from the Interest Payment Date up to and including the Maturity Date.

- Ranking of the Conversion Shares: In the event that the Conversion Conditions are fulfilled, the Conversion Shares to be issued upon the exercise of the Conversion Rights shall rank *pari passu* in all respects among themselves and with all other fully paid Shares in issue on the conversion date of the Bonds.
- Conversion Period: The period commencing from 2 October 2015 or the Conversion Rights Creation Date, whichever is later, and up to and including the 7th day immediately preceding the Maturity Date.
- Conversion Shares: Assuming the Bonds are fully placed, and assuming that the Conversion Conditions are fulfilled, based on the initial Conversion Price of HK\$2.50 per Conversion Share, a maximum number of 320,000,000 Conversion Shares will be allotted and issued upon exercise of the Conversion Rights attached to the Bonds in full, which represent: (i) approximately 24.32% of the issued share capital of the Company as at the date of this announcement; and (ii) approximately 19.56% of the issued share capital of the Company as to be enlarged by the allotment and issue of the Conversion Shares to be allotted and issued upon the exercise of the Conversion Rights which may attach to the Bonds in full (assuming there is no other change in the issued share capital of the Company between the date of this announcement and the full conversion of the Bonds).

Conversion Rights: Subject to the fulfillment of the Conversion Conditions, the Bondholders will have the right to convert the whole or part of the principal amount of the Bonds into Conversion Shares at the Conversion Price of HK\$2.50 per Conversion Share at any time during the Conversion Period.

Conversion restriction: The Bondholder shall not exercise any Conversion Rights to such an extent that results or will result in (i) the Bondholder and parties acting in concert with it triggering a mandatory offer obligation under the Takeovers Code; or (ii) less than 25% or the minimum prescribed percentage as set out in the Listing Rules of the Company's issued shares being held by the public immediately after the relevant exercise of Conversion Rights or the breach of rule 8.08 of the Listing Rules.

No Conversion Rights may be exercised by any person who is a restricted holder as provided in the Placing Agreement.

Conversion Price: The Conversion Price of HK\$2.50 represents (i) a discount of approximately 41.04% to the closing price of HK\$4.24 per Share as quoted on the Stock Exchange on the Last Trading Day; and (ii) a discount of approximately 31.69% over the average of the closing prices of HK\$3.66 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days up to and including the Last Trading Day.

The Conversion Price is subject to adjustments upon occurrence of certain "**Adjustment Events**" as described below.

Adjustment Events: The Conversion Price will be subject to adjustments upon the occurrence of the following events:

- (i) an alteration of the number of issued Shares by reason of consolidation or sub-division;
- (ii) an issue of Shares credited as fully paid by way of capitalisation of profits or reserves;
- (iii) a capital distribution (as such term is defined in the terms and conditions of the Bonds) or a grant of right to acquire for cash assets of the Company to the Shareholders being made by the Company;
- (iv) an issue of Shares to Shareholders by way of rights or open offer or issue of any options or warrants to subscribe for any Shares, in each case at less than 80% of the market price of the Shares;

- (v) an issue wholly for cash being made by the Company of securities convertible into or exchangeable for or carrying rights of subscription for Shares, at a consideration per Share which is less than 80% of the market price of the Shares, or the conversion, exchange or subscription rights of any securities (other than in accordance with the terms applicable thereto) are altered or modified so that the consideration per Share is less than 80% of the market price of the Shares; and
- (vi) an issue of Shares being made wholly for cash at a price less than 80% of the market price of the Shares.

Voting: The Bondholder shall not be entitled to attend or vote at any general meetings of the Shareholders of the Company by reason only it being the Bondholder.

Transferability: The Bonds are assignable and transferable provided that:

- (i) the assignment and the transfer shall be in compliance with the applicable laws and regulations, and the Listing Rules on the Stock Exchange;
- (ii) no assignment or transfer shall be made to a connected person of the Company; and
- (iii) the principal amount to be assigned or transferred is at least HK\$5,000,000 and in integral multiples of HK\$5,000,000 unless the outstanding principal amount of the Bonds is less than HK\$5,000,000 in which case the whole (but not part only) of that amount may be assigned and transferred.

Event of Default: If any of the following events occur, a Bondholder may, prior to the Maturity Date, give notice to the Company that the Bond shall on the giving of such notice immediately become due and payable at its principal amount together with any accrued interest calculated up to and including the date of repayment:

- (i) the Company defaults in performance any of its other obligations set out in the terms and conditions of the Bonds which default is incapable of remedy or, if capable of remedy, is not in the reasonable opinion of the Bondholder remedied within 30 Business Days after notice of such default shall have been given to the Company by such Bondholder;
- (ii) any bank borrowings of the Company, or its Major Subsidiaries are not paid when due;
- (iii) the Company or its Major Subsidiaries fails to pay when due any amounts payable by it under any present or future guarantee;

- (iv) an encumbrancer takes possession or a receiver, manager or other similar officer is appointed on the whole or any substantial part of the undertaking, property, assets or revenues of the Company or its Major Subsidiaries;
- (v) the Company or any of its Major Subsidiaries becomes insolvent or is unable to pay its debts as they mature;
- (vi) an order is made or an effective resolution passed for winding-up of the Company or any of its Major Subsidiaries except for the purpose of the reorganisation of the Group;
- (vii) a moratorium is agreed or declared in respect of any indebtedness of the Company or any of its Major Subsidiaries;
- (viii) suspension of trading of the Shares on the Stock Exchange or a recognised stock exchange for a continuous period of 20 Business Days and which will constitute a material adverse effect on the Group, subject to certain exceptions; or
- (ix) the Shares (as a class) cease to be listed on the Stock Exchange or a recognised stock exchange (for the avoidance of doubt excluding suspension of trading or trading halt).

Listing:

No application will be made for the listing of the Bonds on the Stock Exchange or any other stock exchange.

Subject to the creation of the Conversion Rights, application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares that may be allotted and issued upon the exercise of the Conversion Rights attached to the Bonds.

The Conversion Price was arrived at after arm's length negotiations between the Company and the Placing Agent, taking into account of, among others, the recent trading performance of the Shares and the financial position of the Group. The Directors consider that the Conversion Price and the terms and conditions of the Placing Agreement and the Bonds are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Specific Mandate to issue the Conversion Shares

The Conversion Shares will be allotted and issued pursuant to the Specific Mandate to be sought from the Shareholders at the EGM.

Completion of the Placing

Completion of the Placing shall take place on the Closing Date.

Termination of the Placing Agreement

If at any time prior to 5:00 p.m. on the Business Day prior to the Closing Date,

- (i) in the reasonable opinion of the Placing Agent, there has come to the notice:
 - (a) any material breach of the warranties which is capable of being remedied but not having remedied by the Company within a reasonable period of time after the Placing Agent has notified the Company of such breach; or
 - (b) any material breach of any of the obligations imposed upon the Company which is capable of being remedied but not having remedied by the Company within a reasonable period of time after the Placing Agent has notified the Company of such breach; or
 - (c) any act or thing done by or omission of any member of the Group otherwise than in the ordinary course of business whereby any of the warranties would not be true in any material respect if given at that time;
- (ii) the occurrence of any event resulting in a material adverse change in political, economic, financial, regulatory or stock market conditions and which in the reasonable opinion of the Placing Agent would materially prejudice the success of the Placing; or
- (iii) the introduction of any new law or regulation or any change in existing laws or regulations which materially and adversely affects the business or financial performance of the Company or any member of the Group,

the Placing Agent may, by giving a written notice to the Company, at any time prior to 5:00 p.m. on the Business Day prior to the Closing Date to terminate the Placing Agreement without liability to the Company. The Placing Agreement shall thereupon cease to have effect and none of the Parties hereto shall have any rights or claims by reason thereof, save and except certain terms in the Placing Agreement (including the confidentiality provision).

Placing commission

In consideration of the services of the Placing Agent in connection with the Placing, the Company shall pay the Placing Agent a placing commission of 2.5% of the aggregate subscription monies for the Bonds placed and/or subscribed by the Placing Agent and other reasonable out of pocket expenses incurred by the Placing Agent in respect of the Placing.

The placing commission was negotiated on an arm's length basis between the Company and the Placing Agent and determined with reference to, amongst other things, the market rate. The Directors consider that the placing commission is fair and reasonable based on the current market conditions.

REASONS FOR AND BENEFITS OF THE ISSUE OF THE BOND

The Group is principally engaged in provision of outsourcing software development and technical support services and the design, development and operation of the mobile and web games.

The Directors consider raise funds by issuing Bonds is justifiable considering the recent favourable market conditions which represent an opportunity for the Company to enhance its working capital and strengthen its capital base and financial position. The Directors consider that the issue of the Bonds is an appropriate means of raising additional capital for the Company since it will not have an immediate dilution effect on the shareholding of the existing Shareholders.

On the assumption that all Bonds of HK\$800,000,000 having been placed under the Placing, the gross proceeds of the Placing will be approximately HK\$800 million. The net proceeds of the Placing of approximately HK\$779 million will be applied towards the general working capital of the Group and development of mobile gaming and sports-related mobile applications businesses.

The Directors consider that the Placing Agreement is entered into upon normal commercial terms following arm's length negotiations between the Company and the Placing Agent and that the terms and conditions of the Placing Agreement are fair and reasonable so far as the interests of the Company and the Shareholders as a whole are concerned. The Directors also consider that the Placing will strengthen the financial position of the Group.

CHANGES OF SHAREHOLDING STRUCTURE

The changes of the shareholding structure of the Company as at the date of this announcement and (if the Conversion Conditions are fulfilled) upon full conversion of the Bonds at the initial Conversion Price are as follows:

Shareholders	At the date of this Announcement		Upon full conversion of the Bonds at the initial Conversion Price (assuming there is no other change in the issued share capital of the Company)	
	Number of Shares	Approximate percentage	Number of Shares	Approximate percentage
Benefit Power Inc.	200,990,000	15.27%	200,990,000	12.29%
Dymagin Global Limited	221,000,000	16.80%	221,000,000	13.51%
Power View Group Limited	250,000,000	19.00%	250,000,000	15.28%
Nomura Holding Inc	88,356,100	6.71%	88,356,100	5.40%
Placees of the Placing	0	0.00%	320,000,000	19.56%
Others	<u>555,489,028</u>	<u>42.22%</u>	<u>555,489,028</u>	<u>33.96%</u>
Total number of shares	<u>1,315,835,128</u>	<u>100.00%</u>	<u>1,635,835,128</u>	<u>100.00%</u>

Save as disclosed above, as at the date of this announcement, the Directors are not aware of any person who has an interest or short position in the Shares, or underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who was recorded in the register kept by the Company under section 336 of the SFO.

EQUITY FUND RAISING ACTIVITIES IN THE PAST TWELVE-MONTH PERIOD

Date of announcement	Event	Net proceeds and Intended use	Actual use of proceeds
28 November 2014	Placing of new shares	HK\$136.5 million The net proceeds were intended to be used for future new business development opportunities in the mobile gaming industry.	HK\$136.5 million was used to acquire the entire interest in Heroic Coronet Limited (Refer to the announcement dated 30 January 2015)

Save as disclosed above, the Company has not conducted any other equity fund raising activities in the past twelve months immediately preceding the date of this announcement.

GENERAL

The EGM will be held for the Shareholders to consider and, if thought fit, approve the ordinary resolutions in respect of the grant of the Specific Mandate. To the best of the Directors' knowledge, information and belief, no Shareholder has an interest in the Specific Mandate that is materially different from the other Shareholders, therefore no Shareholder is required to abstain from voting at the EGM in respect of the Specific Mandate.

A circular containing, among other things, (i) details of the Specific Mandate; (ii) a notice of the EGM; and (iii) other information as required under the Listing Rules, is expected to be dispatched to the Shareholders on or before 27 July 2015.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise:

“Adjustment Event(s)”	has the meaning ascribed to it in the section headed “Principal Terms of the Bonds”
“associates”	has the meaning ascribed thereto under the Listing Rules
“Board”	means the board of Directors
“Bondholder”	means person who is for the time being the registered holder of a Bond
“Bonds”	means the 24 months unlisted Bonds in principal amount of up to HK\$800,000,000 to be issued by the Company in accordance with the terms of the Placing Agreement

“Business Day”	means a day, other than a Saturday, Sunday, on which banks are open for general banking business in Hong Kong throughout their normal business hours
“Closing Date”	means a date as the Parties may agree in writing, and in any event no later than the 20th Business Day after 5 June 2015
“Company”	means SinoCom Software Group Limited, a limited liability company incorporated in the Cayman Islands whose registered office is at Cricket Square Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and whose shares are listed on the main board of the Stock Exchange (stock code 299)
“Completion”	means the completion of the Placing in accordance with the Placing Agreement
“connected persons”	has the meaning ascribed thereto under the Listing Rules
“Conversion Condition(s)”	has the meaning ascribed to it in the section headed “Nature of the Bonds”
“Conversion Period”	means the period commencing on the date of issue of the Bonds and up to the Maturity Date
“Conversion Price”	means the conversion price per Conversion Share and initially at HK\$2.50 per Conversion Share (subject to adjustments)
“Conversion Rights”	has the meaning ascribed to it in the section headed “Principal Terms of the Bonds”
“Conversion Rights Creation Date”	has the meaning ascribed to it in the section headed “Nature of the Bonds”
“Conversion Share(s)”	means the Share(s) to be allotted and issued upon conversion of the Bonds
“Directors”	means the directors of the Company
“EGM”	means the extraordinary general meeting of the Company to be held for considering, and if thought fit, approving the Specific Mandate
“Event of Default”	has the meaning ascribed to it in the section headed “Principal Terms of the Bonds”
“Group”	means the Company and its subsidiaries

“HK\$”	means Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	means an independent third party(ies) who themselves, are to the best of Director’s knowledge, information and benefit having made all reasonable enquiries, third parties independent of and not connected with the Company and its connect persons
“Interest Payment Date”	has the meaning ascribed to it in the section headed “Principal Terms of the Bonds”
“Interest Rate”	has the meaning ascribed to it in the section headed “Principal Terms of the Bonds”
“Issue Date”	means the issue date of the Bonds
“Last Trading Day”	means 5 June 2015
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange
“Majority Subsidiary”	means the subsidiaries with net asset value as shown in the respective latest published accounts thereof amounts to 50% or more of that of the Company
“Maturity Date”	has the meaning ascribed to it in the section headed “Principal Terms of the Bonds”
“New Interest Rate”	has the meaning ascribed to it in the section headed “Principal Terms of the Bonds”
“Non-fulfillment”	has the meaning ascribed to it in the section headed “Nature of the Bonds”
“Non-fulfillment Date”	has the meaning ascribed to it in the section headed “Nature of the Bonds”
“Placee”	means any professional investor procured by the Placing Agent to subscribe any of the Bonds pursuant to the Placing Agreement
“Placing”	means the placing of the Bonds by the Company, through the Placing Agent, pursuant to the Placing Agreement

“Placing Agent”	means Ping An Securities Limited, a company incorporated in Hong Kong with limited liability having its registered office at Unit 02, 2/F, China Merchants Building, 152–155 Connaught Road Central, Hong Kong
“Placing Agreement”	means the placing agreement dated 5 June 2015 entered into between the Company and the Placing Agent in relation to the Placing
“SFO”	means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	means ordinary share(s) in the share capital of the Company
“Shareholder(s)”	means the holder(s) of the ordinary shares in the issued share capital of the Company
“Specific Mandate”	means the specific mandate to be sought from the Shareholders at the EGM to create the Conversion Rights for attachment to the Bonds and issue new Shares to satisfy the allotment and issue of the Conversion Shares upon full conversion of the Bonds if such Conversion Rights are attached to the Bonds
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“substantial shareholder(s)”	has the meaning ascribed thereto under the Listing Rules
“Takeovers Code”	means The Hong Kong Code on Takeovers and Mergers
“%”	means per cent

By order of the Board
SinoCom Software Group Limited
Zuo Jian Zhong
Co-Chairman

Hong Kong, 5 June 2015

As at the date of this announcement, the Company’s executive directors are Mr. Wang Zhiqiang, Mr. Zuo Jian Zhong, Mr. Tang Yau Sing, Mr. Zhang Zhige and Mr. Liu Wei; and the independent non-executive directors are Mr. Chui Man Lung Everett, Mr. Han Chu and Mr. Wu Hong.