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**WINSHINE ENTERTAINMENT & MEDIA HOLDING
COMPANY LIMITED**

中國瀛晟娛樂傳媒控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 209)

**DISCLOSEABLE TRANSACTIONS
IN RELATION TO (1) FORMATION OF THE JOINT VENTURE COMPANY
AND (2) PROVISION OF FINANCIAL ASSISTANCE AND ADVANCE
TO AN ENTITY**

THE JOINT VENTURE COMPANY

The Board is pleased to announce that on 10 November 2015 (after trading hours of the Stock Exchange), the Company and Billion Pride (a wholly-owned subsidiary of the Company) entered into the Shareholders' Agreement with Novotide, Novotide BVI and the JV Company, pursuant to which the Company will subscribe (or will procure Billion Pride to subscribe) for 549 new JV Shares at an aggregate subscription price of US\$549 and will provide a non-interest bearing shareholder loan of RMB55 million to the JV Company and Novotide BVI will subscribe for 450 new JV Shares at an aggregate subscription price of US\$450 and will provide a non-interest bearing shareholder loan of RMB45 million to the JV Company. After such Subscription, the Company (or Billion Pride) and Novotide BVI will hold 55% and 45% of the enlarged issued share capital of the JV Company, respectively. The JV Company currently does not conduct any business or hold any assets and is intended by the JV Parties to engage in the business of research and development of the Peptide Secretion Technology for malignant tumor treatment through the WFOE and the Structured Contracts.

Pursuant to the terms of the Shareholders' Agreement, the JV Parties shall use all reasonable endeavors to procure the JV Company (through a Hong Kong subsidiary wholly-owned by the JV Company) to set up the WFOE and to procure the WFOE to enter into the Structured Contracts. Novotide has undertaken to, among other things, do the following within 10 Business Days after the establishment of the WFOE: (1) Novotide shall grant an exclusive license to the WFOE for the intellectual property rights and know-how owned by Novotide for the Peptide Secretion Technology in relation to malignant tumor treatment pursuant to the IP License Agreement; and

(2) Novotide shall procure the JV Employees to enter into service contracts with the WFOE (or its nominee). The obligations of Novotide pursuant to the Shareholders' Agreement shall only be effective to Novotide upon the NDRC issuing the Notice to Novotide in relation to its investment in Novotide BVI. Each of Novotide and Novotide BVI has undertaken to the Company to use its best endeavors to procure the issue of the Notice as soon as possible and in any event within one month from the date of the Shareholders' Agreement.

FINANCIAL ASSISTANCE AND ADVANCE TO AN ENTITY

The Board is pleased to further announce that on 10 November 2015 (after trading hours of the Stock Exchange), the Company entered into the Facility Agreement with Novotide BVI, pursuant to which the Company has agreed to grant the Loan Facility to Novotide BVI in the amount of RMB45 million, bearing interest at a rate of 4% per annum. The full amount of the Loan Facility shall be applied towards paying the amount of the shareholder loan payable by Novotide BVI to the JV Company pursuant to the Shareholders' Agreement. The Company shall hold a fixed charge over the JV Partner Shares until the full repayment of the Loan Facility.

IMPLICATIONS UNDER THE LISTING RULES

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the transactions contemplated under the Shareholders' Agreement and the Facility Agreement, on a stand alone basis or in aggregate pursuant to Rules 14.22 and 14.23(1) of the Listing Rules, is more than 5% but less than 25%, the Transactions constitute discloseable transactions for the Company and are therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

As the amount of the Loan Facility granted to Novotide BVI exceeds 8% under the assets ratio as defined under Rule 14.07(1) of the Listing Rules, the grant of the Loan Facility is subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules.

INTRODUCTION

The Board is pleased to announce that on 10 November 2015 (after trading hours of the Stock Exchange), the Company and Billion Pride (a wholly-owned subsidiary of the Company) entered into the Shareholders' Agreement with Novotide, Novotide BVI and the JV Company, pursuant to which the Company will subscribe (or will procure Billion Pride to subscribe) for 549 new JV Shares at an aggregate subscription price of US\$549 and will provide a non-interest bearing shareholder loan of RMB55 million to the JV Company and Novotide BVI will subscribe for 450 new JV Shares at an aggregate subscription price of US\$450 and will provide a non-interest bearing shareholder loan of RMB45 million to the JV Company. After such Subscription, the Company (or Billion Pride) and Novotide BVI will hold 55% and 45% of the enlarged issued share capital

of the JV Company, respectively. The JV Company currently does not conduct any business or hold any assets and is intended by the JV Parties to engage in the business of research and development of the Peptide Secretion Technology for malignant tumor treatment through the WFOE and the Structured Contracts.

The Board is pleased to further announce that on 10 November 2015 (after trading hours of the Stock Exchange), the Company entered into the Facility Agreement with Novotide BVI, pursuant to which the Company has agreed to grant the Loan Facility to Novotide BVI in the amount of RMB45 million, bearing interest at a rate of 4% per annum. The full amount of the Loan Facility shall be applied towards paying the amount of the shareholder loan payable by Novotide BVI to the JV Company pursuant to the Shareholders' Agreement. The Company shall hold a fixed charge over the JV Partner Shares until the full repayment of the Loan Facility.

THE SHAREHOLDERS' AGREEMENT

The principal terms of the Shareholders' Agreement are summarized below.

Date

10 November 2015

Parties

- (i) the Company;
- (ii) Billion Pride: Billion Pride Group Limited, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of the Company;
- (iii) Novotide: 北京諾泰德生物醫藥科技有限公司, a company established in the PRC;
- (iv) Novotide BVI (the JV Partner): Partners United Asia Limited, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of Novotide;
- (v) JV Company: Sky Grant Limited 天恩有限公司, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of Billion Pride prior to the Subscription

Ms. Lu and Ms. Gao respectively holds 2% and 1% of the equity interest of Novotide. Ms. Lu is the spouse of Mr. Gao and Ms. Gao is the daughter of Mr. Gao. Therefore, Ms. Lu and Ms. Gao are associates of Mr. Gao and connected persons of the Company. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Novotide, Novotide BVI and their respective ultimate beneficial owners (other than Ms. Lu and Ms. Gao) are Independent Third Parties.

Subscription

As at the time of signing of the Shareholders' Agreement, the JV Company had issued one JV Share and was 100% owned by Billion Pride. Pursuant to the Shareholders' Agreement, the Company (or Billion Pride) will subscribe for 549 new JV Shares and shall pay an aggregate subscription price of US\$549, while Novotide BVI will subscribe for 450 new JV Shares and shall pay an aggregate subscription price of US\$450. The Subscription shall be completed on the third Business Day after the signing of the Shareholders' Agreement. After the Subscription, the Company (or Billion Pride) and Novotide BVI will hold 55% and 45% of the enlarged issued share capital of the JV Company, respectively.

Shareholder loans

The Company and Novotide BVI shall provide non-interest bearing shareholder loans in the amount of RMB55 million and RMB45 million, respectively, to the JV Company within 10 Business Days after all of the following events having occurred: (i) establishment of the WFOE with all relevant licenses and approvals having been obtained; (ii) the IP License Agreement having been duly signed by Novotide and the WFOE; (iii) the existing service contracts between Novotide and each of the JV Employees having been terminated; (iv) new service contracts between the WFOE (or its nominee) with each of JV Employees (in a form satisfactory to the Company) having been duly entered into; (v) the Non-Competition Deed being duly signed by the JV Employees; (vi) the Notice having been issued by the NDRC; and (vii) each and every of the Structured Contracts having been entered into by all the relevant parties thereto.

The shareholder loan of RMB55 million payable by the Company will be funded by the internal resources of the Group and/or external finance to be raised by the Company. The subscription price to be paid and the amount of the shareholder loan to be provided by each of the JV Parties to the JV Company was determined by the JV Parties after arm's length negotiation after considering, among others, the expense expected to be incurred for research and development of the Peptide Secretion Technology and the required working capital.

Business scope of the JV Company

The JV Company currently does not conduct any business or hold any assets and is intended by the JV Parties to engage in the business of research and development of the Peptide Secretion Technology for malignant tumor treatment through the WFOE and the Structured Contracts.

Management of the JV Company

Unless otherwise agreed by the JV Parties, the JV Company shall have five directors, three of which shall be nominated by the Company and two of which shall be nominated by the JV Partner. The chairman of the board of directors of the JV Company shall be nominated by the Company. The JV Partner shall be responsible for the day-to-day management of the JV Company and its operations.

Restrictions on the transfer of and call option for the JV Shares

In the event that the Company wishes to transfer or to dispose of any or all of its JV Shares, the JV Partner shall have a first right of refusal to such JV Shares. If the JV Partner has not accepted such offer of the JV Shares from the Company, the Company may sell such JV Shares to a third party and may (but is not obliged to) exercise an option to require the JV Partner to sell all of the JV Partner Shares to the third party at the same price as offered to the Company, provided that the price for such sale of the JV Partner Shares shall be, at minimum, greater than the amount owed by Novotide BVI to the Company pursuant to the Facility Agreement.

The JV Partner has granted a call option to purchase, at the Company's sole and absolute discretion, all of the JV Partner Shares at the Call Option Price. The call option may be exercised by the Company at any time during the two-year period after the completion of the Subscription. Completion of any JV Partner Shares to be purchased by the Company pursuant to such call option shall be subject to compliance of any applicable requirements under the Listing Rules by the Company.

The Company will comply with the relevant and applicable requirements under the Listing Rules in the event of any sale or purchase of JV Shares in the future.

In addition to the above, the JV Partner is restricted from transferring any of the JV Partner Shares to any third party and shall not sell, mortgage, charge, or otherwise dispose of or encumber the whole or any part of the JV Partner Shares.

Other obligations of the JV Parties and Novotide

Pursuant to the terms of the Shareholders' Agreement, the JV Parties shall use all reasonable endeavors to procure the JV Company (through a Hong Kong subsidiary wholly-owned by the JV Company) to set up the WFOE and to procure the WFOE to enter into the Structured Contracts. Novotide has undertaken to, among other things, do the following within 10 Business Days after the establishment of the WFOE: (1) Novotide shall grant an exclusive license to the WFOE for the intellectual property rights and know-how owned by Novotide for the Peptide Secretion Technology in relation to malignant tumor treatment pursuant to the IP License Agreement; and (2) Novotide shall procure the JV Employees to enter into service contracts with the WFOE (or its nominee). The obligations of Novotide pursuant to the Shareholders' Agreement shall only be effective to Novotide upon the NDRC issuing the Notice to Novotide in relation to its investment in Novotide BVI. Each of Novotide and Novotide BVI have undertaken to the Company to use its best endeavors to procure the issue of the Notice as soon as possible and in any event within one month from the date of the Shareholders' Agreement.

THE STRUCTURED CONTRACTS

As advised by the Company’s PRC legal adviser, the research and development of the Peptide Secretion Technology for malignant tumor treatment is regarded as research and development of gene therapy in the PRC. Pursuant to the applicable PRC laws, businesses involved in the development and application of genetic treatment technology are prohibited from foreign investment. Accordingly, the JV Parties have proposed investing in and operating the Business through the WFOE and the Structured Contracts. The WFOE, the Nominee and the Nominee Shareholder(s) will enter into the Structured Contracts to allow the Nominee to operate and develop the Business and enable the financial results, the entire economic benefits, risk and rewards of the Business to flow onto the WFOE. As at the date of this announcement, the JV Parties are negotiating the terms of the Structured Contracts and none of the Structured Contracts have been finalized.

FINANCIAL ASSISTANCE AND ADVANCE TO AN ENTITY

The principal terms of the Facility Agreement are summarized below.

- Date : 10 November 2015
- Parties : (i) the Company as lender; and
(ii) Novotide BVI as borrower

To the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, Novotide BVI and its ultimate beneficial owner (i.e. Novotide) is an Independent Third Party.

- Facility Sum : RMB 45 million
- Interest rate : 4% per annum
- Repayment : The Loan Facility shall be repaid on the earliest of the following dates (which in any event can be extended by written agreement between Novotide BVI and the Company): (i) the date of the borrowing of the Loan Facility plus two (2) years; (ii) the date on which Novotide BVI transfers any of its JV Shares to any other party; or (iii) the date on which the Company exercises the call option to acquire any JV Shares from Novotide BVI pursuant to the Shareholders’ Agreement.

- Purpose : The full amount of the Loan Facility shall be applied towards paying the amount of the shareholder loan payable by Novotide BVI to the JV Company pursuant to the Shareholders' Agreement.
- Condition : Novotide BVI may not borrow the Loan Facility unless all conditions for the shareholder loan to be provided by Novotide BVI to the JV Company as set out in the Shareholders' Agreement have been fulfilled and certain conditions precedent documents has been received by the Company.
- Security : The Company shall hold a fixed charge over the JV Partner Shares until the full repayment of the Loan Facility.

Source of funding of the Loan Facility

The Loan Facility of RMB45 million to be provided by the Company will be funded by the internal resources of the Group and/or external finance to be raised by the Company.

INFORMATION OF NOVOTIDE AND NOVOTIDE BVI

Novotide is a limited liability company established in the PRC. Novotide is principally engaged in research and development of the Peptide Secretion Technology in the PRC. Ms. Lu and Ms. Gao respectively holds 2% and 1% of the equity interest of Novotide. Ms. Lu is the spouse of Mr. Gao and Ms. Gao is the daughter of Mr. Gao. Therefore, Ms. Lu and Ms. Gao are associates of Mr. Gao and connected persons of the Company. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Novotide and its ultimate beneficial owners (other than Ms. Lu and Ms. Gao) are Independent Third Parties.

Novotide BVI is a limited liability company incorporated in the British Virgin Islands and a direct wholly-owned subsidiary of Novotide. Upon completion of the Subscription, Novotide BVI will be an investment holding company holding 45% equity interest in the JV Company. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Novotide BVI and its ultimate beneficial owners (other than Ms. Lu and Ms. Gao) are Independent Third Parties.

REASONS FOR AND BENEFITS OF ENTERING INTO THE TRANSACTIONS

The Group is principally engaged in manufacturing and trading of toys and securities investments. Since the Group discontinued its beverage division in 2014, the Group has continued exploring investment opportunities with a view to improving returns for its Shareholders. The Board considers that there are growth potential and opportunities in the medical and health industry in the PRC, and the entering into of the Transactions and the operation of the JV Company would enable the Group to tap into this industry and enhance returns for the Shareholders.

The Peptide Secretion Technology has been researched and developed for over 10 years. Under the premise that the genetic material of human cells would not be altered, DNA sequence which induces expression and secretion of bioactive peptides can be imported into human cells with the Peptide Secretion Technology, which allows a targeted bioactive peptide to be continuously expressed and secreted from human cells. Novotide owns two patents in the PRC in relation to the Peptide Secretion Technology, namely a patent relating to continuous expression of a targeted peptide through recombinant expression techniques, and a patent relating to the use of a plasmid vector for achieving continuous expression of a targeted peptide. In relation to treatment for malignant tumors, the Peptide Secretion Technology may be used to prompt human cells to continuously express and secrete bioactive antitumor peptides which specifically target entry into tumor cells and induce tumor cell apoptosis. Using well-known studies on tumor suppressor peptides as a basis, 8 types of antitumor peptide secretion formulations are being developed, including formulation with antitumor peptides related to the P53 protein. Further research would be conducted to identify more bioactive peptides with tumor-suppressing properties which are suitable for treatment of malignant tumors with the Peptide Secretion Technology. Personalized treatments for patients with different types of malignant tumors may possibly be developed using a combination of different formulations produced with the Peptide Secretion Technology, and two methods of treatment which may be developed are: (1) treatment for isolated tumors; and (2) treatment through reinfusion of immune cells which have been enhanced *ex vivo*. Commercialization of treatment under the Peptide Secretion Technology is subject to, among other thing, research and development, testings and approval from authorities which may or may not materialise.

The JV Employees have extensive experience in medical research. Dr. Yang Guangxiao (楊廣孝) graduated from Changchun Medical College (長春市醫學專科學校) in 1964 specializing in Medicine and practised as a medical doctor for over 15 years in the PRC. He has been involved in medical research since 1990 with over 100 published scientific articles and is credited as the inventor of the two patents owned by Novotide in relation to the Peptide Secretion Technology. Dr. Li Tao (李濤) graduated from the Medical Faculty of the Fourth Military Medical University (中國人民解放軍第四軍醫大學) in 1986 and has been involved in medical research since 1989. Ms. Zhou Hao (周浩) graduated from Nankai University in 1989 specializing in Biological Engineering and has been involved in medical research since her graduation.

Having considered the above, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Board believes that partnering with Novotide, through the WFOE and the Structured Contracts, will enable the Group to participate in carrying the research and development of the Peptide Secretion Technology for malignant tumor treatment to a more advanced stage. The Board believes that the entering into of the Transactions and the Business will enhance the Group's profitability and achieve an attractive return for the Shareholders, if the treatment under the Peptide Secretion Technology are commercialized.

Taking into account that the Facility Agreement forms part of the commercial arrangements of the formation of the JV Company and will provide the Group with stable revenue stream from the interest, the Directors are of the view that the terms of the Shareholders' Agreement and the Facility Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the transactions contemplated under the Shareholders' Agreement and the Facility Agreement, on a stand alone basis or in aggregate pursuant to Rules 14.22 and 14.23(1) of the Listing Rules, is more than 5% but less than 25%, the Transactions constitute discloseable transactions for the Company and are therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

As the amount of the Loan Facility granted to Novotide BVI exceeds 8% under the assets ratio as defined under Rule 14.07(1) of the Listing Rules, the grant of the Loan Facility is subject to the general disclosure obligations under Rules 13.13 and 13.15 of the Listing Rules

DEFINITIONS

In this announcement, the following expressions shall have the following meanings unless the context requires otherwise:

“Board”	the board of Directors
“Billion Pride”	Billion Pride Group Limited, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of the Company

“Business”	means the business of engaging in research and development of the Peptide Secretion Technology for the treatment and/or prevention of malignant tumor and for producing and supplying medication for the treatment and prevention of malignant tumor (with the application of the Peptide Secretion Technology) whether directly or indirectly (including but not limited to through the Structured Contracts)
“Business Cooperation Agreement”	means the business cooperation agreement (業務合作協議) to be entered into among the WFOE, the Nominee and the Nominee Shareholder(s), in the form satisfactory to the Company, for the supervision, management and cooperation of the business of the Nominee
“Business Day”	means a day (other than Saturday and days on which a tropical cyclone warning No.8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00 am and 5:00 pm) on which banks are open in Hong Kong for general banking business, and “Business Days” shall be construed accordingly;
“Call Option Price”	means the amount calculated based of the following formula: JV Earnings x 10 x the percentage shareholding represented by the JV Shares to be sold by the JV Partner pursuant to the call option; provided that if the amount so calculated shall be less than the amount owed by Novotide BVI to the Company pursuant to the Facility Agreement at the time of the exercise of the call option, the amount of the Call Option Price should be equivalent to the amount owed by the Novotide BVI to the Company pursuant to the Facility Agreement
“Company”	Winshine Entertainment & Media Holding Company Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock code: 209)
“connected persons”	has the meaning ascribed to it under the Listing Rules
“Directors”	the directors of the Company, and a “Director” means any one of them

“Equity Pledge Agreement”	means the equity interests pledge contract (股權質押協議) to be entered into among the WFOE, the Nominee Shareholder(s) and the Nominee, in the form satisfactory to the Company, for the pledge of all equity interests held by the Nominee Shareholder(s) in the Nominee to the WFOE
“Exclusive Option Agreement”	means the exclusive purchase option agreement (獨家購買權協議) to be entered into among the WFOE, the Nominee and the Nominee Shareholder(s), in the form satisfactory to the Company, for the grant of an irrevocable option by the Nominee Shareholder(s) to the WFOE for, to the extent permitted under the laws of the PRC, the acquisition of all or part of the equity interests of the Nominee
“Exclusive Services Agreement and Management Consulting Agreement”	means the exclusive technical services and management and consulting agreement (獨家技術服務及管理諮詢協議) to be entered into between the WFOE and the Nominee, in the form satisfactory to the Company, for engaging the WFOE, on an exclusive basis, to provide consultancy services to the Nominee
“Facility Agreement”	the facility agreement entered into between the Company as lender and Novotide BVI as borrower on 10 November 2015 for the provision of the Loan Facility
“Group”	the Company and its subsidiaries from time to time
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	any person or company(ies) and their respective ultimate beneficial owner(s), to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and its connected persons

“IP License Agreement”	means the intellectual property license agreement to be entered into by Novotide in favour of the WFOE (and its subsidiaries) for the licensing of the intellectual property rights and know-how of the Peptide Secretion Technology in relation to treatment and prevention of malignant tumor and the production and supply of the medication in relation thereto
“IP Sub-License Agreement”	means the intellectual property sub-license agreement 專利及非專利技術再許可協議 to be entered into by the WFOE in favour of the Nominee (and its subsidiaries) for the sub-licensing of the intellectual property rights and know-how of the Peptide Secretion Technology in relation to treatment and prevention of malignant tumor and the production and supply of the medication in relation thereto
“JV Company”	Sky Grant Limited 天恩有限公司, a company incorporated in the British Virgin Islands
“JV Earnings”	means (i) the net profit of the JV Company based on the latest audited financial statements available at the time of the exercise of call option or, (ii) if no audited financial statements are available at the time of the exercise of the call option, the net profit of the JV Company for the most recent 12-month period based on the latest management accounts of the JV Company available at the time of the exercise of the call option
“JV Employees”	employees of Novotide who shall resign from Novotide and enter into service contracts with the WFOE (or its nominee), namely Dr. Yang Guangxiao (楊廣孝), Dr. Li Tao (李濤) and Ms. Zhou Hao (周浩)
“JV Parties”	collectively, the Company and Novotide BVI, and a “JV Party” shall be construed accordingly
“JV Partner”	Novotide BVI
“JV Partner Shares”	all JV Shares held by the JV Partner from time to time
“JV Share(s)”	the ordinary share(s) of the JV Company

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Facility”	the loan facility granted by the Company to the JV Partner in an aggregate amount of RMB45 million under the Facility Agreement
Mr. Gao	Mr. Gao Feng, Chairman of the Board and an Executive Director of the Company, and holder of a 50% interest in Brilliant Vision Global Limited, which is a substantial shareholder of the Company (as defined under the Listing Rules)
Ms. Gao	Ms. Gao Ming Yue (高銘悅), daughter of Mr. Gao and a connected person of the Company
Ms. Lu	Ms. Lu Tingting (盧婷婷), spouse of Mr. Gao and a connected person of the Company
“NDRC”	means the National Development and Reform Commission of the PRC
“Nominee”	means the company to be established by the Nominee Shareholder(s) under the laws of the PRC and to be engaged in the operation of the Business
“Nominee Loan Agreement”	means the loan agreement (借款協議) to be entered into between the Nominee Shareholder(s) as the borrower and the WFOE as the lender pursuant to which the WFOE shall agree to provide loans to the Nominee Shareholder(s) for injection to the Nominee as its registered capital, in the form satisfactory to the Company
“Nominee Shareholder(s)”	means the registered shareholder(s) of the Nominee to be nominated by the Company
“Non-Competition Deed”	means the deed of non-competition in relation to certain non-competition undertakings to be executed by the JV Employees in favour of the JV Company and in a form satisfactory to the Company

“Notice”	the verification and approval document or the record-filing notice issued by the NDRC to Novotide in relation to Novotide’s investment in Novotide BVI
“Novotide”	北京諾泰德生物醫藥科技有限公司, a limited liability company established under the laws of the PRC
“Novotide BVI”	Partners United Asia Limited, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of Novotide
“Peptide Secretion Technology”	means the peptide secretion (分泌肽) technology or processes or products relating thereto created, developed and/or owned by Novotide and or any entities that Novotide has direct or indirect legal or beneficial interests in jointly and/or severally for achieving continuous secretion of peptides <i>in vivo</i>
“PRC”	the People’s Republic of China, which for the purpose of this announcement excludes Hong Kong, Macau and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary share(s) of HK\$0.1 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Shareholders’ Agreement”	the subscription and shareholders’ agreement entered into by the Company, Billion Pride, Novotide, Novotide BVI and the JV Company on 10 November 2015
“Shareholders’ Rights Entrustment Agreement”	means, the shareholder’s rights entrustment agreement (股東權利委託協議) to be entered into among the WFOE, the Nominee Shareholder(s) and the Nominee for authorizing the WFOE, to the extent permitted under the laws of the PRC, to act, on the Nominee Shareholder(s)’ behalf, all matters in relation to the equity interests in the Nominee

“Structured Contracts”	means, collectively, the Business Cooperation Agreement, the IP Sub-License Agreement, the Equity Pledge Agreement, the Exclusive Option Agreement, the Exclusive Services Agreement and Management Consulting Agreement, the Shareholders’ Rights Entrustment Agreement and the Nominee Loan Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription”	the subscription of (i) 549 new JV Shares by the Company or Billion Pride; and (ii) 450 new JV Shares by Novotide BVI pursuant to the terms of the Shareholders’ Agreement
“Transactions”	collectively, the transactions contemplated under the Shareholders’ Agreement and the Facility Agreement
“US\$”	United States dollars, the lawful currency of the United States of America
“WFOE”	a company to be established under the laws of the PRC and to be indirectly wholly-owned by the JV Company

On behalf of the Board
Gao Feng
Executive Director and Chairman

Hong Kong, 11 November 2015

As at the date of this announcement, the Board comprises three Executive Directors, being Mr. Gao Feng (Chairman), Mr. Zhang Jack Jiyei (Chief Financial Officer) and Mr. Wu Jiang; one Non-executive Director, namely Mr. Lo Ming Chi, Charles; and three Independent Non-executive Directors, namely Mr. Li Fang, Mr. Wong Kee Fung Kenneth and Mr. Wong Kwok Tai.