

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



HC INTERNATIONAL, INC.

慧聪网有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2280)

(Stock Code: 05839)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“**Meeting**”) of HC International, Inc. (“**Company**”) will be held on Friday, 23 September 2016 at 4:00 p.m. (or any adjournment thereof) at Tower B, Jingyi Technical Building, No. 9 Dazhongsi East Road, Haidian District, Beijing 100098, the People’s Republic of China, for the purpose of considering and, if thought fit, passing the following resolutions (unless otherwise indicated, capitalised terms used in this notice shall have the same meanings as defined in the circular of the Company dated 30 August 2016 (the “**Circular**”) of which the notice of this Meeting forms part):

ORDINARY RESOLUTIONS

(1) “**THAT:**

- (a) conditional upon the passing of the special resolution as set out in the notice convening this Meeting, the conditional framework agreement dated 26 April 2016 (as supplemented by two supplemental agreements dated 30 May 2016 and 29 June 2016 respectively) (the “**Framework Agreement**”) (a copy of which is marked “A” and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between the Company, 上海鋼聯電子商務股份有限公司 (Shanghai Ganglian E-Commerce Holdings Co., Ltd*) (the “**Purchaser**”) as purchaser, Beijing Huicong Construction Information Consulting Co., Ltd. (北京慧聰建設信息諮詢有限公司) (“**Beijing Huicong Construction**”) and 西藏銳景慧傑創業投資合夥企業 (Xizang Ruijing Huijie Entrepreneurship Investment Partnership*) (“**Xizang Ruijing**”) as vendors in relation to the proposed disposal of the entire equity interest in Beijing Zhixing Ruijing Technology Co., Ltd (北京知行銳景科技有限公司) (“**Beijing Zhixing Ruijing**”) to the Purchaser for the aggregate consideration of not more than RMB2,080,000,000 and not less than RMB2,000,000,000, which shall be settled by way of the issue and allotment of shares of the Purchaser and payment of cash consideration, and the transactions contemplated thereunder be and are hereby approved, ratified and confirmed; and

- (b) any one or more of the directors of the Company be and is hereby authorised to do all such acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in his/their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the Framework Agreement and the transactions contemplated thereunder.”

(2) “**THAT:**

- (a) (i) the conditional equity transfer agreement dated 26 April 2016 (the “**Equity Transfer Agreement**”) (a copy of which is marked “B1” and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between Mr. Guo Jiang (“**Mr. Guo**”), Mr. Liu Xiaodong (“**Mr. Liu**”), Beijing Huicong Construction and Xizang Ruijing in respect of the transfer of the entire equity interest in Beijing Zhixing Ruijing from Mr. Guo and Mr. Liu to Beijing Huicong Construction and Xizang Ruijing; (ii) the conditional asset transfer agreement dated 26 April 2016 (the “**Asset Transfer Agreement**”) (a copy of which is marked “B2” and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between Orange Triangle Inc. and Beijing Zhixing Ruijing in respect of the transfer of, among others, certain intellectual property rights owned by Orange Triangle Inc. from Orange Triangle Inc. to Beijing Zhixing Ruijing; and (iii) the conditional termination agreement dated 26 April 2016 (the “**Termination Agreement**”) (a copy of which is marked “B3” and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between Mr. Guo, Mr. Liu, Beijing Orange Triangle Technology Co., Ltd. (北京橙三角科技有限公司), Beijing Zhixing Ruijing and Orange Triangle Inc. in relation to the termination of the Existing Structured Contracts (as defined in the Circular) and the transactions contemplated under the Equity Transfer Agreement, the Asset Transfer Agreement and the Termination Agreement be and are hereby approved, ratified and confirmed; and
- (b) any one or more of the directors of the Company be and is hereby authorised to do all such acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in his/their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the Equity Transfer Agreement, the Asset Transfer Agreement and the Termination Agreement and the transactions contemplated thereunder.”

(3) **“THAT:**

- (a) the conditional supplemental partnership agreement dated 26 April 2016 (as supplemented by the second supplemental partnership agreement dated 4 August 2016 and the third supplemental partnership agreement dated 23 August 2016) (the **“Supplemental Partnership Agreement”**) (a copy of which is marked “C” and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between Beijing Huicong Construction and Mr. Liu, Mr. Shi Shilin, Ms. Wang Qian and Ms. Yang Ye (collectively, the **“Zhixing Ex-Shareholders”**) in relation to, among others, the Reward Mechanism, and the transactions contemplated thereunder be and are hereby approved, ratified and confirmed; and
- (b) any one or more of the directors of the Company be and is hereby authorised to do all such acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in his/their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the Supplemental Partnership Agreement and the transactions contemplated thereunder.”

SPECIAL RESOLUTION

(4) **“THAT:**

- (a) the execution, delivery and performance by the Company of the conditional deed supplemental to the Sale and Purchase Agreement (as defined in the Circular) dated 26 April 2016 (the **“Supplemental Deed”**) (a copy of which is marked “D” and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between the Company, NAVI-IT and the Zhixing Ex-Shareholders in relation to the Buy-Backs, together with the terms and conditions thereof and all the transactions contemplated thereunder be and are hereby approved, ratified and confirmed;
- (b) the directors of the Company be and are hereby authorised to determine the manner and terms of the Buy-Backs; and

- (c) any one director of the Company, or if the affixation of the common seal of the Company is necessary, any one director of the Company or such other person (including a Director) or persons as the board of directors of the Company may appoint be and is/are hereby authorised for and on behalf of the Company to approve and execute all documents, instruments and agreements and to do all such acts or things deemed by him/her/them to be incidental to, ancillary to or in connection with the matters contemplated in or related to the Supplemental Deed (including but not limited to give instructions to the Escrow Agent to release the Escrow Documents and the Buy-Back Shares, to sign the Pre-signed Document and to terminate the Escrow Agreements) and any and all of the transactions contemplated thereunder or incidental thereto and completion thereof as he/she/they may consider necessary, desirable or expedient.”

By order of the board of directors of
HC International, Inc.

Guo Jiang

Chief Executive Officer and Executive Director

Beijing, the People’s Republic of China, 30 August 2016

Registered office:

4th Floor
One Capital Place
P.O. Box 847
George Town
Grand Cayman
Cayman Islands

Head Office and Principal Place of Business:

Tower B
Jingyi Technical Building
No. 9 Dazhongsi East Road
Haidian District
Beijing 100098
The People’s Republic of China

Notes:

1. Any person as his proxy to attend and vote instead of him. A member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at the Meeting. A proxy need not be a member of the Company. On a poll, votes may be given either personally or by proxy.
2. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorized to sign the same.

3. To be valid, the instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be delivered to the office of the Hong Kong branch share registrar of the Company, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the Meeting or any adjournment thereof.
4. No instrument appointing a proxy shall be valid after expiration of 12 months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at the Meeting or any adjournment thereof in cases where the Meeting was originally held within 12 months from such date.
5. Where there are joint holders of any shares, any one of such joint holders may vote at the Meeting, either in person or by proxy, in respect of such share as if he/she were solely entitled thereto, but if more than one of such joint holders be present at the Meeting, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose, seniority shall be determined by the order in which the names stand in the Register of Members of the Company in respect of the joint holding.
6. Completion and delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the Meeting if the member so wish and in such event, the instrument appointing a proxy should be deemed to be revoked.
7. Shareholders should note that the transfer books and register of members of the Company will be closed from 21 September 2016 to 23 September 2016, both days inclusive, and no transfer of Shares can be registered during such period. In order to qualify for attending the Meeting, all transfer documents, accompanied by the relevant share certificates, must be lodged with the office of the Hong Kong branch share registrar and transfer office of the Company, Computershare Hong Kong Investor Services Limited, at Room 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration no later than 4:30 p.m. on 20 September 2016.

As at the date of this announcement, the Board comprises:

Mr. Guo Fansheng (Executive Director and Chairman)

Mr. Guo Jiang (Executive Director and Chief Executive Officer)

Mr. Lee Wee Ong (Executive Director and Chief Financial Officer)

Mr. Li Jianguang (Non-executive Director)

Mr. Guo Wei (Non-executive Director)

Mr. Zhang Ke (Independent Non-executive Director)

Mr. Xiang Bing (Independent Non-executive Director)

Mr. Zhang Tim Tianwei (Independent Non-executive Director)

** for identification purpose only*