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## **AIDIGONG MATERNAL & CHILD HEALTH LIMITED**

**愛帝宮母嬰健康股份有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 286)**

## **PLACING OF NEW SHARES UNDER GENERAL MANDATE**

### **Placing Agents**



**AJ Securities Limited**



**First Shanghai Securities Limited**

### **PLACING OF NEW SHARES UNDER GENERAL MANDATE**

On 18 December 2019 (after trading hours), the Company entered into the Placing Agreements with each of the Placing Agents, pursuant to which each of the Placing Agents has conditionally agreed, as agent of the Company, to procure Placees on a best efforts basis for up to an aggregate of 100,000,000 Placing Shares at the Placing Price of HK\$0.5 per Placing Share. The Placing Shares will be placed to not less than six Placees, being individuals, institution or other investors, who and whose ultimate beneficial owners as far as the Directors are aware, are third parties independent of the Company and its connected persons. It is expected that none of the Placees will become a substantial shareholder (within the meaning ascribed to it under the Listing Rules) of the Company as a result of the Placing.

Assuming that there will be no change in the issued share capital of the Company between the date of this announcement and the completion of the Placing, the maximum of 100,000,000 Placing Shares represent (i) approximately 2.68% of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 2.61% of the issued share capital of the Company as enlarged by the allotment and issue of all the Placing Shares.

The Placing Price of HK\$0.5 per Placing Share represents: (i) a discount of 3.85% to the closing price of HK\$0.52 per Share as quoted on the Stock Exchange on the date of the Placing Agreements; and (ii) a discount of 7.75% to the average closing price of HK\$0.542 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to the date of the Placing Agreements.

The Placing Shares will be issued and allotted pursuant to the general mandate. Application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the Placing Shares.

Subject to the completion of the Placing and assuming all the Placing Shares are fully placed, the gross proceeds from the Placing will be HK\$50,000,000. The net proceeds of the placing, after deduction of all relevant expenses (including but not limited to placing commission, legal expenses and disbursements), are estimated to be approximately HK\$49,170,000. The Company intends to apply the net proceeds for (i) repayment of indebtedness and (ii) general working capital. The net price of each Placing Share will be approximately HK\$0.492.

**The Placing Agreements are not inter-conditional. Shareholders and potential investors should note that the completion of each of the Placing is subject to the fulfilment of the conditions as set out in each of the Placing Agreements, as such, the Placing may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.**

## **PLACING OF NEW SHARES UNDER GENERAL MANDATE**

On 18 December 2019 (after trading hours), the Company entered into the Placing Agreements with each of the Placing Agents, pursuant to which each of the Placing Agents has conditionally agreed, as agent of the Company, to procure Placees on a best efforts basis for up to an aggregate of 100,000,000 Placing Shares at the Placing Price of HK\$0.5 per Placing Share. The Placing Shares will be placed to not less than six Placees, being individuals, institution or other investors, who and whose ultimate beneficial owners as far as the Directors are aware, are third parties independent of the Company and its connected persons. It is expected that none of the Placees will become a substantial shareholder (within the meaning ascribed to it under the Listing Rules) of the Company as a result of the Placing.

### **The Placing Agreement I**

Date: 18 December 2019 (after trading hours)

Issuer: the Company

Subscriber: the Placing Agent I

To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries, each of the Placing Agent I and its ultimate beneficial owner is an Independent Third Party.

Pursuant to the terms of the Placing Agreement I, the Placing Agent I will receive a placing commission of 1.5% of the amount which is equal to the Placing Price multiplied by the number of Placing Shares I actually placed by the Placing Agent I. The placing commission in respect of the Placing I was negotiated on arm's length basis between the Company and the Placing Agent I under normal commercial terms and was determined with reference to, among other things, the prevailing commission rate charged by other placing agents and the price performance of the Shares.

The Directors consider that the placing commission in respect of the Placing I are fair and reasonable.

## **Conditions of the Placing I**

The Placing I is conditional upon the fulfilment of the following conditions:

- (a) the Listing Committee of the Stock Exchange agreeing to grant a listing of and permission to deal in the Placing Shares I (either unconditionally or subject to conditions which are acceptable to the Company);
- (b) no relevant government, governmental, quasi-governmental, statutory or regulatory body, court or agency having granted any order or made any decision that would make the Placing I void, unenforceable or illegal, or restrict or prohibit the implementation of, or impose any additional material conditions or obligations with respect to the Placing I (other than such orders or decisions as would not have a material adverse effect on the legal ability of the Company to proceed with the Placing I);
- (c) the provision of a copy of the board resolutions of the Company approving the Placing I (and the transactions contemplated thereunder) as well as the execution of the Placing Agreement I by the Company to the Placing Agent I;
- (d) all necessary consents and approvals as may be required to be obtained on the part of the Company in respect of the allotment and issue of the Placing Shares I and the transactions contemplated under the Placing Agreement I having been obtained by the Company; and
- (e) the Placing Agreement I not being terminated by the Placing Agent I pursuant to the terms of the termination provisions as set out in the Placing Agreement I.

In the event the conditions referred to above not having been fulfilled by the Long Stop Date I, all rights, obligations and liabilities of the parties in relation to the Placing I shall, subject to the other provisions of the Placing Agreement I, cease and determine and none of the parties shall have any claim against any other in respect of the Placing I.

## **Completion of the Placing I**

Completion of the Placing I shall take place on a date falling three (3) Business Day after the fulfilment of all the conditions as set out in the Placing Agreement I or such other time or date as the Placing Agent I may agree on which completion of the Placing I will take place (the “**Completion Date I**”).

## **Termination of the Placing Agreement I**

The Placing Agent I shall have the right to terminate the Placing Agreement I by notice in writing given to the Company at any time prior to 10 a.m. on the Completion Date I if any of the following occurs:

- (A) there shall have come to the notice of the Placing Agent I any material breach of, or any event rendering untrue or incorrect in any material respect, any of the representations and warranties of the Company contained herein or any failure by the Company to perform its undertakings in the Placing Agreement I;
- (B) in the sole judgement of the Placing Agent I, there shall have been such a change in the national or international financial, political or economic conditions or currency exchange rates or exchange controls as would in its judgement be likely to prejudice the success of the Placing I or trading in the Shares in the secondary market;
- (C) any new law, rule or regulation or any change in existing laws (including common law), rules or regulations (or the juridical interpretation thereof) or other occurrence of any nature whatsoever which, in the reasonable opinion of the Placing Agent I, are or may be materially adverse to the business or financial position or prospects of the Company or any other member of the Group taken as a whole or otherwise makes it inexpedient or inadvisable to proceed with the Placing I;

- (D) any event or circumstance (whether or not forming part of a series of events or circumstances occurring or continuing before, on and/or after the date of the Placing Agreement I) or material change or deterioration in local, national, international, political, military, financial, economic, market or trading conditions or any other conditions (whether or not ejusdem generis with any of the foregoing) in any part of the world in which the Company or any other member of the Group carries on business which, in the reasonable opinion of the Placing Agent I, is or may be materially adverse to the business or financial position or prospects of the Company or any other member of the Group taken as a whole or otherwise makes it inexpedient or inadvisable to proceed with the Placing I;
- (E) if there develops, occurs, or comes into effect the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise and which, in the reasonable opinion of the Placing Agent, would prejudice the success of the Placing I;
- (F) if there develops, occurs, or comes into effect the commencement by any state, governmental, judicial, regulatory or political body or organisation of any action against any director of the Company or any subsidiary of the Company or an announcement by any state, governmental, judicial, regulatory or political body or organisation that it intends to take any such action; or
- (G) if there develops, occurs, or comes into effect a change or development occurs involving a prospective change of taxation or exchange control (or the implementation of exchange control) in Hong Kong or the PRC or elsewhere which would, in the reasonable opinion of the Placing Agent I, prejudice the success of the Placing I,

and that the right to terminate the Placing Agreement I under paragraphs (A) to (G) above shall be a separate and independent right and that the exercise of any such right by the Placing Agent I shall not affect or prejudice or constitute a waiver of any other right, remedy or claim which the Placing Agent I may have as at the date of such notice nor shall termination of the Placing Agreement I affect or prejudice any provision hereof expressed to survive or operate in the event of termination of the Placing Agreement I.

## **The Placing Agreement II**

Date: 18 December 2019 (after trading hours)

Issuer: the Company

Subscriber: the Placing Agent II

To the best of the Directors' knowledge, information and belief, and having made all reasonable enquiries, each of the Placing Agent II and its ultimate beneficial owner is an Independent Third Party.

Pursuant to the terms of the Placing Agreement II, the Placing Agent II will receive a placing commission of 1.5% of the amount which is equal to the Placing Price multiplied by the number of Placing Shares II actually placed by the Placing Agent II. The placing commission in respect of the Placing II was negotiated on arm's length basis between the Company and the Placing Agent II under normal commercial terms and was determined with reference to, among other things, the prevailing commission rate charged by other placing agents and the price performance of the Shares.

The Directors consider that the placing commission in respect of the Placing II are fair and reasonable.

### **Conditions of the Placing II**

The Placing II is conditional upon the fulfilment of the following condition:

- (a) the Listing Committee of the Stock Exchange agreeing to grant a listing of and permission to deal in the Placing Shares II);

In the event of the condition referred to above not having been fulfilled by the Long Stop Date II, all rights, obligations and liabilities of the parties hereunder in relation to the Placing II shall cease and determine and none of the parties shall have any claim against any other in respect of the Placing II, save for any antecedent breaches of the Placing Agreement II.

## **Completion of the Placing II**

Completion of the Placing II shall take place at 10 a.m. on the third Business Day next following the fulfillment of all the conditions above, or such other time or date as the Placing Agent II may agree, on which completion of the subscription of all the Placing Shares by the Placees will take place (the “**Completion Date II**”).

## **Termination of the Placing Agreement II**

Notwithstanding anything contained in the Placing Agreement II, the Placing Agent II shall have the right to terminate, the Placing Agreement II by notice in writing given to the Company at any time prior to 10 a.m. on the Completion Date II if any of the following occurs:

- (A) there shall have come to the notice of the Placing Agent II any material breach of, or any event rendering untrue or incorrect in any material respect; or any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of this announcement, constitute a material omission therefrom; or any of the representations and warranties of the Company contained herein becomes untrue or incorrect in any material respect or any failure by the Company to perform its undertakings in the Placing Agreement II; any of the undertakings, warranties and representations set out in the Placing Agreement II would not be true or correct in any material respect if given at that time; or any material breach of any of the obligations imposed upon any party to the Placing Agreement II (other than the Placing Agent II); or any material adverse change in the business or in the financial or trading position of any member of the Group taken as a whole which is material in the context of the Placing II.
- (B) there develops, occurs or comes into effect:
  - (i) any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date hereof), including an event or change in relation to or a development of an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature resulting in a material adverse change in, or which might be expected to result in a material adverse change in, political, economic, fiscal, financial, regulatory or stock market



conditions in the PRC (including Hong Kong) and which in the reasonable opinion of the Placing Agent II would materially prejudice the success of the Placing II or trading of the Shares in the market;

- (ii) any new law, rule or regulation or any change in existing laws (including common law), rules or regulations (or the juridical interpretation thereof) or other occurrence of any nature whatsoever which, in the reasonable opinion of the Placing Agent II is or may be materially adverse to the business or financial position or prospects of the Company or any other member of the Group taken as a whole or otherwise makes it inexpedient or inadvisable to proceed with the Placing II;
- (iii) any event or circumstance (whether or not forming part of a series of events or circumstances occurring or continuing before, on and/or after the date of the Placing Agreement II) or material change or deterioration in local, national, international, political, military, financial, economic, market or trading conditions or any other conditions (whether or not ejusdem generis with any of the foregoing) in any part of the world in which the Company or any other member of the Group carries on business which, in the reasonable opinion of the Placing Agent II is or may be materially adverse to the business or financial position or prospects of the Company or any other member of the Group taken as a whole or otherwise makes it inexpedient or inadvisable to proceed with the Placing II; or
- (iv) a change or development involving a prospective change of taxation or exchange control (or the implementation of exchange control) in Hong Kong or the PRC or elsewhere which will materially and adversely affect the business or the financial or trading position of the Group as a whole or which would, in the reasonable opinion of the Placing Agent II, materially prejudice the success of the Placing II; or
- (v) the instigation of any litigation or claim of material importance by any third party against any member of the Group, which has or may have a material adverse effect on the business or financial prospects of the Group and which in the reasonable opinion of the Placing Agent II would materially prejudice the success of the Placing II;

and that the right to terminate the Placing Agreement II under paragraphs (A) to (B) above shall be a separate and independent right and that the exercise of any such right by the Placing Agent II shall not affect or prejudice or constitute a waiver of any other right, remedy or claim which the Placing Agent II may have as at the date of such notice nor shall termination of the Placing Agreement II affect or prejudice any provision hereof expressed to survive or operate in the event of termination of the Placing Agreement II. In the event that the Placing Agent II terminates the Placing Agreement II pursuant to the Placing Agreement II, all obligations of each of the parties under the Placing Agreement II shall cease and determine and no party shall have any claim against any other party in respect of any matter arising out of or in connection with the Placing Agreement II except for any antecedent breach.

### **Placing Shares**

Assuming that there will be no change in the issued share capital of the Company between the date of this announcement and the completion of the Placing, the maximum of 100,000,000 Placing Shares represent (i) approximately 2.68% of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 2.61% of the issued share capital of the Company as enlarged by the allotment and issue of all the Placing Shares.

### **Ranking of the Placing Shares**

The Placing Shares, when allotted and issued, will rank pari passu in all respects among themselves and with the Shares in issue on the date of allotment and issue of the Placing Shares.

### **Placing Price**

The Placing Price of HK\$0.5 per Placing Share represents:

- (i) a discount of 3.85% to the closing price of HK\$0.52 per Share as quoted on the Stock Exchange on the date of the Placing Agreements; and
- (ii) a discount of 7.75% to the average closing price of HK\$0.542 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to the date of the Placing Agreements.

The Placing Price was arrived at after arm's length negotiations between the Company and each of the Placing Agents with reference to, amongst others, the prevailing market price and the recent trading performance of the Shares. The Directors consider that the Placing Price and the terms of the Placing Agreements are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

### **Application for listing**

The Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Placing Shares.

### **General Mandate**

The Company is authorised to allot and issue up to 599,251,001 new Shares under the general mandate granted by the Shareholders at the annual general meeting of the Company held on 6 June 2019. Up to the date of this announcement, the Company has not utilised the general mandate. As the Placing Shares will be issued under the general mandate, the Placing is not subject to Shareholders' approval.

## **FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS**

Details of the fund raising activities carried out by the Company in the past twelve months are set out below:

<b>Date of announcements/circular</b>	<b>Event</b>	<b>Net proceeds and intended use</b>	<b>Actual use of proceeds</b>
25 January 2019, 27 February 2019, 29 April 2019 and 26 July 2019	Subscription of an aggregate of 264,099,966 new shares under specific mandate	The estimated maximum net proceeds will amount to approximately HK\$182.87 million, which are intended to be used for business development of the Target Company and its subsidiaries and/or (where applicable) repayment of loan and related cost for the financing the consideration of the acquisition of the Target Company	Not yet completed as at the date of this announcement

<b>Date of announcements/circular</b>	<b>Event</b>	<b>Net proceeds and intended use</b>	<b>Actual use of proceeds</b>
28 May 2019, 15 August 2019 and 26 July 2019 and 13 September 2019	Subscription of an aggregate of 500,000,000 new shares of the Company under the specific mandate	The aggregate net proceeds of the subscription, after the deduction of related expenses, is approximately HK\$199,000,000. The net proceeds of the subscription were intended to be used for financing part of the consideration for the acquisition of the Target Company	Use as intended
28 May 2019, 15 August 2019, 26 July 2019 and 13 September 2019	the placing of 234,660,000 new shares of the Company with a lock-up period of 24 months under the specific mandate	The aggregate net proceeds of the placing, after the deduction of related expenses, amounted to approximately HK\$92,850,000. The net proceeds of the placing were intended to be used for (i) financing part of the consideration for the acquisition of the Target Company and (ii) for repayment of indebtedness	Use as intended

Save as disclosed above, the Company had not conducted any equity fund raising activity in the past twelve (12) months immediately preceding the date of this announcement.

## EFFECT OF THE PLACING ON THE SHAREHOLDING STRUCTURE

The changes in the shareholding structure of the Company as a result of the Placing are as follows (assuming (i) the Placees will subscribe for the maximum number of the Placing Shares respectively; and (ii) there is no change in the issued share capital of the Company from the date of this announcement up to and including the date when the Placing Shares have been issued and allotted):

	Immediately before completion of the Placing		Immediately after the completion of the Placing	
	<i>No. of Shares</i>	<i>Approximate %</i>	<i>No. of Shares</i>	<i>Approximate %</i>
<i>Substantial Shareholders:</i>				
Champion Dynasty Limited (Note 1)	930,379,671	24.94%	930,379,671	24.29%
Suntek Global Growth Fund SPC	500,000,000	13.40%	500,000,000	13.05%
Placees and other public Shareholders	– 2,300,535,337	– 61.66%	100,000,000 2,300,535,337	2.61% 60.05%
Total:	<u>3,730,915,008</u>	<u>100.00%</u>	<u>3,830,915,008</u>	<u>100.00%</u>

### Notes:

1. Champion Dynasty Limited is a company wholly owned by Mr. Cheung Wai Kuen, an executive Director and the chairman of the Company.
2. The above percentages are subject to rounding adjustments.

## REASONS FOR THE PLACING AND USE OF PROCEEDS

The Group is mainly engaged in health industry business, including maternal & child health, medical anti-aging and health preservation base, medical and healthcare industry investment management, natural health food business, as well as investing and financing activities.

The aggregate gross proceeds of the Placing will be approximately HK\$50,000,000. The aggregate net proceeds of the Placing, after the deduction of related expenses, will be approximately HK\$49,170,000. The net price of each Placing Share will be approximately HK\$0.492. The Company intends to apply the net proceeds of the Placing for (i) repayment of indebtedness and (ii) general working capital. Detailed breakdown and description of the intended use of the net proceeds of the Placing for the repayment of indebtedness and the expected timeline are as follows:

approximately HK\$44,576,000 from the net proceeds of the Placing will be used for repayment the outstanding principal amount interest bearing, secured, guaranteed note to Wan Tai Investments Limited, being an indirect wholly-owned subsidiary of CCB International (Holdings) Limited and convertible notes to China Great Wall AMC (International) Holdings Co., Ltd. (中國長城資產(國際)控股有限公司), formerly known as Great Wall Pan Asia International Investment Co., Limited (長城環亞國際投資有限公司) in or around December 2019.

The Directors are of the view that both the Placing can strengthen the financial position of the Group. The Placing also represents good opportunities to broaden the Shareholders' base and the capital base of the Company.

Given the above, the Directors are of the view that the terms and conditions of the Placing Agreements are fair and reasonable, on normal commercial terms and are in the interests of the Company and the Shareholders as a whole.

**The Placing Agreements are not inter-conditional. Shareholders and potential investors should note that the completion of each of the Placing is subject to the fulfilment of the conditions as set out in each of the Placing Agreements, as such, the Placing may or may not proceed. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.**

## DEFINITIONS

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

“Board”	the board of Directors
“Business Day(s)”	any day (excluding a Saturday and any day on which a tropical cyclone warning no.8 or above or a “black” rainstorm warning signal is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which banks generally are open for business in Hong Kong
“Company”	Aidigong Maternal & Child Health Limited, an exempted company incorporated in Bermuda with limited liability, the Shares of which are listed on the main board of the Stock Exchange
“connected person(s)”	has the meaning ascribed thereto in the Listing Rules
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Independent Third Parties”	individuals who are or companies which are independent of and not connected (within the meaning of the Listing Rules) with the Company and its connected person
“Listing Committee”	the listing sub-committee of the board of directors of the Stock Exchange with responsibility for considering applications for listing and the granting of listing on the Main Board of the Stock Exchange

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date I”	31 January 2020, or such later time or date as the parties to the Placing Agreement I may agree in writing
“Long Stop Date II”	31 January 2020 (or such later date as may be agreed by the Company and the Placing Agent II)
“Placee(s)”	any person or entity procured by the Placing Agents or its agent(s) to subscribe for any Placing Shares pursuant to the Placing Agreements
“Placing”	the placing, on a best efforts basis, of up to an aggregate of 100,000,000 Placing Shares on and subject to the terms and condition set out in the Placing Agreements
“Placing I”	the placing, on a best efforts basis, of up to 86,000,000 Placing Shares on and subject to the terms and condition set out in the Placing Agreement I
“Placing II”	the placing, on a best efforts basis, of up to 14,000,000 Placing Shares on and subject to the terms and condition set out in the Placing Agreement II
“Placing Agents”	collectively, the Placing Agent I and the Placing Agent II
“Placing Agent I”	AJ Securities Limited, a licensed corporation to carry on business in Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)
“Placing Agent II”	First Shanghai Securities Limited, a licensed corporation to carry on business in Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)



“Placing Agreement I”	the conditional placing agreement dated 18 December 2019 and entered into between the Company and the Placing Agent I in relation to the placing of up to 86,000,000 Shares
“Placing Agreement II”	the conditional placing agreement dated 18 December 2019 and entered into between the Company and the Placing Agent II in relation to the placing of up to 14,000,000 Shares
“Placing Agreements”	collectively, the Placing Agreement I and the Placing Agreement II
“Placing Price”	HK\$0.5 per Placing Share (exclusive of any brokerage, SFC transaction levy and Stock Exchange trading fee as may be payable)
“Placing Shares”	an aggregate of up to 100,000,000 new Shares to be placed pursuant to the Placing Agreements and to be issued under the general mandate, each a “Placing Share”
“Placing Shares I”	a maximum of up to 86,000,000 new Shares to be placed pursuant to the Placing Agreement I
“Placing Shares II”	a maximum of up to 14,000,000 new Shares to be placed pursuant to the Placing Agreement II
“Share(s)”	the ordinary share(s) of par value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Target Company” 深圳愛帝宮母嬰健康管理股份有限公司 (Shenzhen Aidigong Maternity Health Management Co., Ltd.\*), a non-listed joint stock company established under the laws of the PRC with limited liability

“%” per cent

By order of the Board  
**Aidigong Maternal & Child Health Limited**  
**Cheung Wai Kuen**  
*Joint Chairman*

Hong Kong, 18 December 2019

*As at the date of this announcement, the Board comprises Mr. Cheung Wai Kuen, Ms. Zhu Yufei, and Mr. Ye Jiong Xian as executive Directors; Mr. Lin Jiang, Mr. Hou Kaiwen and Mr. Wong Kin Man as non-executive Directors; and Mr. Mai Yang Guang, Mr. Lam Chi Wing and Mr. Wong Yiu Kit, Ernest as independent non-executive Directors.*

\* *for identification purpose only*