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HI SUN TECHNOLOGY (CHINA) LIMITED

高陽科技(中國)有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 818)

DISCLOSEABLE TRANSACTION: DISPOSAL OF THE TARGET

THE DISPOSAL

The Board wishes to announce that after trading hours on 18 May 2017, the Company (as vendor), the Target, the Target Subsidiary and the Purchaser entered into the SP Agreement, pursuant to which the Company has conditionally agreed to sell, and the Purchaser has conditionally agreed to acquire, the Sale Shares, representing the entire issued shares of the Target, at the aggregate consideration of JPY950,000,000 (equivalent to approximately HK\$66,500,000) (subject to adjustment) to be settled by the Purchaser in cash.

The Target Group is principally engaged in the provision of early settlement service for credit card transactions in Japan.

IMPLICATIONS UNDER THE LISTING RULES

As the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the Disposal is more than 5% but all applicable percentage ratios are less than 25%, the Disposal constitutes a discloseable transaction for the Company which is subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

Reference is made to the announcement of the Company dated 13 September 2016 in relation to the entering into of a memorandum of understanding between the Company, the Target and an Independent Third Party in relation to the possible sale of the Group's entire interests in the Target.

The Board wishes to announce that after trading hours on 18 May 2017, the Company, the Target, the Target Subsidiary and the Purchaser entered into the SP Agreement in respect of the Disposal.

* *For identification purpose only*

The principal terms of the SP Agreement are set out below:

THE SP AGREEMENT

Date

18 May 2017

Parties

- (1) the Company, as vendor;
- (2) the Target;
- (3) the Target Subsidiary; and
- (4) the Purchaser.

(collectively as “Parties” or individually as “Party”)

To the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, (i) the Purchaser and its ultimate beneficial owner are Independent Third Parties and (ii) the principal activity of the Purchaser is to hold the Sale Shares as an investment vehicle.

Subject matter

The Company has conditionally agreed to sell, and the Purchaser has conditionally agreed to acquire, the Sale Shares, representing the entire issued shares of the Target, free from all encumbrances and together with all rights then or thereafter attaching thereto at any time since the date of the signing of the SP Agreement up to and after Completion.

Security Payment

The Purchaser (or its nominee) (“**Security Payer**”) shall, within 5 Business Days from the signing of the SP Agreement, issue an irrevocable payment instruction to its bank to pay a sum of HK\$10,000,000 (“**Security Payment**”) to the Company as security payment for the SP Agreement. The Company shall be obliged to return the Security Payment (without interest) to the Security Payer within 5 Business Days on the occurrence of any one of the following events:

- (1) the termination of the SP Agreement under any circumstances;
- (2) all of the Conditions being fully satisfied or waived, where applicable;

- (3) the issue of written notice to the Company by the Purchaser upon its obtaining of the approval and consent of the transactions contemplated under the SP Agreement from the Government Authorities; or
- (4) the issue of written notice to the Company by the Purchaser when it is confirmed that approval and consent of the transactions contemplated under the SP Agreement cannot be obtained from the Government Authorities.

Consideration

The Consideration for the Sale Shares is JPY950,000,000 (equivalent to approximately HK\$66,500,000) (subject to downward adjustment in the manner set out in the subsection headed “Consideration Adjustment” below) or the equivalent of such other currency as agreed between the Company and the Purchaser, to be settled in the following manner:

- (1) on the day when the Security Payer receives the return of the Security Payment (without interest) from the Company pursuant to sub-paragraphs (2) or (3) (whichever is earlier) under the subsection headed “Security Payment” above, or such other date as agreed between the Company and the Purchaser, the Purchaser shall issue an irrevocable payment instruction to its bank to remit 60% of the Consideration, being JPY570,000,000 (“**First Payment**”) (equivalent to approximately HK\$39,900,000), to the Company’s designated bank account in Hong Kong;
- (2) subject to Consideration Adjustment, the Purchaser shall settle the remaining 40% of the Consideration, being JPY380,000,000 (“**Balance of Consideration**”) (equivalent to approximately HK\$26,600,000) on the Completion Date by remittance to the Company’s designated bank account in Hong Kong.

The Consideration was determined after arm’s length negotiations between the Company and the Purchaser on normal commercial terms principally with reference to the business prospects of the Target Group, the unaudited consolidated net assets value of the Target Group as at the Management Accounts Date, and the consideration adjustment mechanism as described in the subsection headed “Consideration Adjustment” below.

Consideration Adjustment

Prior to the Completion Date, the Purchaser shall be entitled to request the Company to jointly appoint a third party institution as agreed between the Company and the Purchaser, to investigate and compile a report (“**Third Party Report**”) on the Target Group, in order to ascertain whether there is any decrease in the net assets value of the Target for the period between the Management Accounts Date and the Completion Date. If the Third Party Report shall reveal any such decrease, subject to such conditions set out in the immediately following paragraph, the Purchaser shall be entitled to make a corresponding downward adjustment on the Consideration and the Balance of Consideration (“**Consideration Adjustment**”).

Should the Company disagree with the amount of decreased net assets value (if any) as stated in the Third Party Report, the Company shall be entitled to request the Purchaser to jointly appoint another third party institution as agreed between the Company and the Purchaser, to investigate and compile a further report (“**Reference Report**”). The Purchaser shall be entitled to make downward adjustment on the Consideration and the Balance of Consideration for an amount not more than the average of the amounts of decreased net assets value respectively stated in the Third Party Report and the Reference Report, and such adjustment shall be final and binding on both parties.

Should the SP Agreement be terminated under any of the circumstances under the subsection headed “Termination and Break-up Fee” below after the Purchaser has paid the First Payment to the Company, the Purchaser shall give a written notice to the Company, which shall return the First Payment (without interest) to the Purchaser within 5 Business Days upon receipt of such written notice.

Shareholder’s Loan and Debit Loss

- (1) As at the Management Accounts Date, the Target was indebted to the Company in the aggregate amount of approximately JPY1,860,000,000 (equivalent to approximately HK\$130,200,000), being the Target’s working capital as provided by the Company. Up to the Completion Date, the Company shall continue to provide working capital to the Target in the form of interest-free shareholder’s loan (together with the sum of approximately JPY1,860,000,000 as mentioned, “**Shareholder’s Loan**”) for its provision of early settlement service.
- (2) The Company shall be liable to all loss, expenses and costs (“**Debit Loss**”) incurred up to the Completion Date, which results from the failure of the acquirer(s) (收單機構) to repay the relevant early settlement monies within 30 Business Days after the date of making the Shareholder’s Loan.
- (3) The Company shall notify the Purchaser in writing 1 Business Day prior to the Completion Date the booked amounts of the Shareholder’s Loan and Debit Loss up to the Completion Date, and the Purchaser shall settle such amounts according to the subsection headed “Completion” below or if the Purchaser disagrees with such amounts, such amounts shall be ascertained pursuant to the subsection headed “Post-Completion Adjustment” below.
- (4) The Company confirms with the Purchaser that, based on historical figures, the Target is expected to record (but unreserved) Debit Loss of not more than JPY10,000,000 (equivalent to approximately HK\$700,000) up to the Management Accounts Date. The Parties shall reserve an amount of JPY10,000,000 (“**Debit Loss Reserve**”) for any Debit Loss which will be incurred within 30 Business Days prior to the Completion Date but will only be booked within 30 Business Days after the Completion Date. All Debit Loss which are booked after the Completion Date (“**Unbooked Debit Loss**”) and all Debit Loss Reserve shall be settled pursuant to the subsection headed “Post-Completion Adjustment” below.

Conditions

- (1) The obligations of the Purchaser to conduct Completion shall be subject to the satisfaction or written waiver (as permitted under applicable laws) by the Purchaser of each of the Conditions summarised as follows:
 - (a) all the consents, approvals, registration, declaration or filing from all other persons in any competent jurisdiction has been obtained or made to the reasonable satisfaction of the Purchaser and with documentary proof, including but not limited to the passing of shareholder's resolutions pursuant to the applicable laws and the articles of the Target approving the transfer of the Sale Shares from the Company to the Purchaser;
 - (b) all representations and warranties given by the Company and the Target Group (collectively, "**warrantors**") under the SP Agreement are true, accurate, complete and not misleading in all material aspects (unless such representations and warranties are qualified as being not "material" or otherwise, in all aspects) as if made on the Completion Date (except for any such representations and warranties expressly stated to be made as of a specific date, then as if made on that specific day);
 - (c) each Target Group Company and the Company have performed and complied with all undertakings and agreements under the SP Agreement as at Completion Date (save for those which can only be performed after the Completion Date);
 - (d) no material adverse effect or any event, change, influence or development, which on its own or accumulatively has caused or is reasonably expected to cause any material adverse effect on the Target Group;
 - (e) there has been no change which has or will have material adverse effect on the business, condition, performance and financial condition of the Target Group prior to and as at the Completion Date;
 - (f) there has been no proceedings or action or claim which is instigated or threatened against any Party seeking to restrict or prohibit Completion or cause material damage to Completion or the transactions contemplated under the SP Agreement, nor any injunction, order or judgment of any nature by any Government Authority with competent jurisdiction that restricts or prohibits Completion or the transactions contemplated under the SP Agreement;
 - (g) each Target Group Company has not breached any existing loans or loan agreements with banks or constituted any breach thereunder, save and except for any breach which has been rectified to the reasonable satisfaction of the Purchaser prior to the Completion Date;

- (h) the Target has entered into employment contracts with certain core management and major employees (as specified under the SP Agreement) to the reasonable satisfaction of the Purchaser containing, among other things, non-compete and non-solicit provisions, effective for at least 2 years after termination of employment and with terms no less favourable than their existing employment contracts, save that the Purchaser may not elicit non-fulfilment of this Condition as basis for refusing to conduct Completion provided that the Company has used its best efforts to procure the fulfilment of this Condition;
- (i) the existing directors (save for those who shall remain in office pursuant to the SP Agreement) of the Target Group Companies have duly signed his or her letter of resignation taking effect on the Completion Date, and have duly appointed such person(s) as the director(s) such Target Group Company(ies) as nominated by the Purchaser;
- (j) the Company and Mr. Lu Xing (an existing director of the Target and the Target Subsidiary) have signed a confirmation letter, confirming that for the period from the Completion Date up to the date of termination of employment between Mr. Lu Xing and 銀聯商務有限公司 and/or its affiliated companies, the Company and its connected persons shall have no direct or indirect business relationship (regardless of employment or other business relationships) with Mr. Lu Xing, and neither the Company and its connected persons nor Mr. Lu Xing shall be entitled to any rights or liable for any liability or undertaking of each other (save for certain confidentiality obligations); unless 銀聯商務有限公司 and/or its affiliated companies have appropriated information obtained by Mr. Lu Xing as a result of his breach of his obligations, the Company and its connected persons shall not have a contractual or tortious claim against 銀聯商務有限公司 and/or its affiliated companies;
- (k) the Company has delivered to, and has obtained acknowledgement of receipt from, the Purchaser the draft documents relating to the changes to be made on the register of members of the Target in respect of the change of ownership of the Sale Shares;
- (l) all Target Group Companies and the Company shall have delivered the drafts of all documents as specified under the SP Agreement to the Purchaser before the Completion Date, and shall have obtained confirmation from the Purchaser on the same;
- (m) all corporate or legal procedures carried out by the warrantors or any Target Group Company in connection with the SP Agreement and other transaction documents have complied with the applicable laws, the respective memorandum and articles of association or other constitutional documents, and all necessary approval and consent of such procedures have been obtained from internal and external bodies, including but not limited to the directors' and shareholders' approval from the Company and each Target Group Company;
- (n) all warrantors have executed such other transaction documents as the Purchaser reasonably requests;

- (o) the shareholders' resolutions of the members of the Target Group which have been passed without general meeting being convened in the past have been ratified by passing resolutions to the reasonable satisfaction of the Purchaser pursuant to their respective articles of association and the applicable laws, and the certified copies of the same have been delivered to the Purchaser;
 - (p) the Target has duly allotted and issued 4,150 Target Shares (which shall form part of the Sale Shares which are the subject of the transaction under the SP Agreement) to the Company pursuant to its articles of association and applicable laws, has issued a share certificate in respect thereof and has duly updated its register of members;
 - (q) the Target Subsidiary has duly prepared and updated its register of members pursuant to its articles of association and applicable laws; and
 - (r) the Target has obtained the right to use certain settlement and transaction processing systems from the Group and an Independent Third Party provider on such terms to the reasonable satisfaction of the Purchaser.
- (2) The obligations of the Company to conduct Completion shall be subject to the satisfaction or written waiver (as permitted under applicable laws) by the Company of each of the Conditions summarised as follows:
- (a) all representations and warranties given by the Purchaser are true, accurate, complete and not misleading in all material aspects (unless such representations and warranties are qualified as being not "material" or otherwise, in all aspects) as if made on the Completion Date (except for any such representations and warranties expressly stated to be made as of a specific date, then as if made on that specific day);
 - (b) the Purchaser have performed and complied with all undertakings and agreements under the SP Agreement as at Completion Date and has provided a written confirmation of the same to the Company;
 - (c) all corporate or legal procedures carried out by the Purchaser in connection with the SP Agreement and other transaction documents have complied with the applicable laws, the respective memorandum and articles of association or other constitutional documents, and all necessary approval and consent of such procedures have been obtained from internal and external bodies, and the Purchaser shall have provided relevant copies of such documents evidencing the same, including:
 - (i) the approval and consent from the board of directors of the Purchaser; and
 - (ii) the approval and consent from the Ministry of Commerce, the National Development and Reform Commission and the State Administration of Foreign Exchange of the PRC.

Completion

Subject to (i) the fulfilment or waiver (as applicable) of all the Conditions on or before 30 June 2017 or such later date as parties to the SP Agreement may agree (“**Long Stop Date**”), and (ii) the due performance by the Company and the Purchaser of its respective obligations under the subsection headed “Security Payment” and sub-paragraph (1) under the subsection headed “Consideration” above, Completion shall take place within 5 Business Days after the last outstanding Condition has been fulfilled or waived at the office of the Purchaser’s legal advisors in Japan or on such other date and in such other manner as the Parties may determine.

On the Completion Date, the Purchaser (or its nominee) shall, among other things, issue an irrevocable payment instruction to its bank to:

- (1) settle the Balance of Consideration in the manner specified under sub-paragraph (2) under the subsection headed “Consideration” above; and
- (2) remit such amount to the designated bank account of the Company, being the aggregate Shareholder’s Loan (as at the Completion Date) less the booked amount of Debit Loss (as at the Completion Date) less the Debit Loss Reserve, as detailed in sub-paragraph (4) of the subsection headed “Shareholder’s Loan and Debit Loss” above.

Post-Completion Adjustment

On the 31st Business Day after the Completion Date, the Purchaser shall notify the Company in writing:

- (1) the Unbooked Debit Loss;
- (2) if the Purchaser shall reasonably consider that the booked amount of Debit Loss as provided by the Company in sub-paragraph (3) under the subsection headed “Shareholder’s Loan and Debit Loss” above to be materially inaccurate, then such amount (“**Debit Loss Difference**”) shall be: the Debit Loss which has been incurred and booked as at Completion Date as confirmed by the Purchaser less such relevant figures as provided by the Company; and
- (3) if the Purchaser shall reasonably consider that the booked amount of Shareholder’s Loan as provided by the Company in sub-paragraph (3) under the subsection headed “Shareholder’s Loan and Debit Loss” above to be materially inaccurate, then such amount (“**Shareholder’s Loan Difference**”) shall be: the Shareholder’s Loan accrued as at Completion Date as confirmed by the Purchaser less such relevant figures as provided by the Company, and

if the Company shall reasonably disagree with such adjustments made pursuant to the above, then the Purchaser and the Company shall procure that a third party report and/or reference report be compiled under the principles specified under the subsection headed “Consideration Adjustment” above.

Such amount (“**Post-Completion Adjusted Amount**”) as adjusted after Completion shall be calculated as:

Post-Completion Adjusted Amount = Unbooked Debit Loss + Debit Loss Difference – Shareholder’s Loan Difference

If the Post-Completion Adjusted Amount shall be less than the Debit Loss Reserve, the Purchaser shall, within 5 Business Days after having agreed with the Company on the Post-Completion Adjusted Amount, issue an irrevocable payment instruction to its bank to remit such amount being the Debit Loss Reserve less the Post-Completion Adjusted Amount to the designated bank account of the Company. If the Post-Completion Adjusted Amount shall exceed the Debit Loss Reserve, the Company shall, within 5 Business Days after having agreed with the Purchaser on the Post-Completion Adjusted Amount, issue an irrevocable payment instruction to its bank to remit such amount being the Post-Completion Adjusted Amount less the Debit Loss Reserve to the designated bank account of the Purchaser.

Termination and Break-up Fee

The SP Agreement may be terminated in any of the following circumstances:

- (1) all Parties agree to terminate the SP Agreement in writing;
- (2) the Purchaser may give written notice to terminate the SP Agreement if there should be any material adverse effect on the Target or any Target Group Company;
- (3) if any of the Conditions have not been fulfilled or waived before the Long Stop Date, unless the Parties shall otherwise agree in writing, the SP Agreement shall lapse immediately and be of no further effect (save for provisions relating to confidentiality and other miscellaneous provisions as specified thereunder which shall continue to have full force and effect after termination) and no Party shall have any claim against or liability or obligation to the other Party(s) save for any antecedent breaches of the SP Agreement;
- (4) if any Government Authority of a competent jurisdiction shall issue any order to restrict or prohibit the Completion, or any Party shall fail to obtain such necessary approval or consent from such Government Authority of a competent jurisdiction, either the Company or the Purchaser may give written notice to the other to terminate the SP Agreement, provided that the Parties shall, if permitted under the relevant laws or rules, appeal to such order and request for an investigation thereto in a timely manner;
- (5) any warranties, undertakings or other agreement under the SP Agreement has been materially breached, such that the Conditions cannot be satisfied by the Company or the Purchaser (as the case may be), and such a situation (i) shall have material adverse effect on the financial condition of the Target or any Target Group Company, that can reasonably be expected to impact on the Purchaser’s decision to purchase the Sale Shares; or (ii) is incapable of being rectified; or (iii) has not been rectified within 10 Business Days after the defaulting party’s issuance of notice of breach, then the Purchaser or the Company may give written notice to the other to terminate the SP Agreement; or

(6) if any of (1) to (4) above shall be inapplicable, any Party may give written notice (“**Break-up Notice**”) to the other prior to Completion to terminate the SP Agreement.

If the SP Agreement is terminated under any of (1) to (4) above, no Party shall be liable to pay any Break-up Fee (as defined below).

If the SP Agreement is terminated under (5) or (6) above, provided that the non-defaulting party (i) has not materially breached the SP Agreement; (ii) has used its reasonably best efforts to fulfill or procure the fulfilment of all the Conditions as applicable to such party, the defaulting party shall pay an amount of JPY47,500,000 (equivalent to approximately HK\$3,325,000) (“**Break-up Fee**”, being 5% of the aggregate Consideration) to the non-defaulting party within 3 Business Days after a Break-up Notice is received (or issued, as the case may be), or in such other manner as the Parties may agree.

INFORMATION ON THE TARGET GROUP

The Target is a company incorporated in Japan with limited liability on 16 April 2004. The Target Subsidiary is a company incorporated in Japan with limited liability on 1 August 2007. The Target Group principally engaged in the provision of early settlement service for credit card transactions in Japan.

The unaudited consolidated financial information of the Target Group for the two years ended 31 December 2015 and 31 December 2016 are as follows:

	For the year ended 31 December 2015 (unaudited) approximately	For the year ended 31 December 2016 (unaudited) approximately
Revenue	JPY265.3 million (equivalent to approximately HK\$18.6 million)	JPY267.3 million (equivalent to approximately HK\$18.7 million)
Loss before taxation	JPY24.4 million (equivalent to approximately HK\$1.7 million)	JPY68.2 million (equivalent to approximately HK\$4.8 million)
Loss after taxation	JPY25.2 million (equivalent to approximately HK\$1.8 million)	JPY66.4 million (equivalent to approximately HK\$4.7 million)

The unaudited consolidated total asset value and net asset value of the Target Group as at 31 December 2016 is approximately JPY3,357.3 million (equivalent to approximately HK\$235.0 million) and JPY5.2 million (equivalent to approximately HK\$0.4 million) respectively.

USE OF PROCEEDS

The Directors expect that the proceeds from the Disposal will be used as general working capital of the Group.

FINANCIAL EFFECT OF THE DISPOSAL

Upon Completion, each of the Target and the Target Subsidiary will cease to be a wholly-owned subsidiary of the Company.

It is expected that the Group will record an unaudited accounting gain of approximately HK\$67.5 million as a result of the Disposal, being the difference between the net proceeds from the Disposal and the unaudited consolidated net assets value of the Target Group recorded in the Group's accounts as at 31 December 2016 and a release of reserve upon the Disposal reclassified from equity to profit on the Disposal. Nevertheless, Shareholders should note that the exact financial effect of the Disposal is subject to the review and approval of the auditors of the Company.

REASONS FOR AND BENEFITS OF THE DISPOSAL

The Group is principally engaged in the provision of payment processing solutions, provision of financial solutions, sales of electronic power meters and solutions and provision of platform operation solutions.

The Group conducts payment processing solutions business in over 27 provinces and cities in the PRC. There was a steady growth in the scale of transactions while the Group has accumulated over 1,400,000 merchants in the PRC as at the end of 2016 with a monthly transaction volume of over RMB76 billion in December 2016. The Directors see the growth potentials of this business in the PRC and has decided to dispose of the Target Group which conduct business in Japan so as to consolidate the Group's resources to develop the business in the PRC.

The terms of the SP Agreement were determined after arm's length negotiations between the Company and the Purchaser and having considered the reasons for and benefits of the Disposal as mentioned above, the Directors are of the view that the terms of the SP Agreement are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As the highest applicable percentage ratio (as defined under the Listing Rules) in respect of the Disposal is more than 5% but all applicable percentage ratios are less than 25%, the Disposal constitutes a discloseable transaction for the Company which is subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, the following terms have the meanings set forth opposite them:

“Board”	the board of Directors
“Business Day(s)”	a day (excluding Saturday, Sunday and any day on which a tropical cyclone warning signal no.8 or above or a black rainstorm warning signal is hoisted in Hong Kong) on which banks in Japan, Hong Kong and the PRC are generally open for business
“Company”	Hi Sun Technology (China) Limited, a company incorporated in Bermuda with limited liabilities, the shares of which are listed on the Stock Exchange (Stock code: 818)
“Completion”	completion of the Disposal in accordance with the terms and conditions of the SP Agreement
“Completion Date”	the date of Completion, which means within the fifth Business Day after the last outstanding Condition as specified in the SP Agreement shall have been fulfilled or waived (or such other date as the Company and the Purchaser may agree in writing) on which Completion will take place
“Condition(s)”	the conditions precedent to Completion, details of which are set out in the subsection headed “Conditions” of this announcement
“connected person(s)”	has the meaning as ascribed to it under the Listing Rules
“Consideration”	the aggregate consideration for sale and purchase of the Sale Shares (subject to adjustment), in the sum of JPY950,000,000
“Director(s)”	the director(s) of the Company
“Disposal”	the disposal of the Target Group by the Company under the SP Agreement
“Government Authorities”	any relevant government units, administration units, censoring units, managing units, judicial units, decision-making units, supervising units, enforcement units or tax-related units (whether they be organisations, departments, agents, committees or courts) of any national, supra-national, regional or local jurisdiction of any jurisdiction

“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	third parties independent of and not connected with the Company and its connected person(s)
“JPY”	Japanese Yen, the lawful currency of Japan
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	30 June 2017 or such later date as agreed between the Parties
“Management Accounts Date”	30 June 2016
“PRC”	the People’s Republic of China and for the purpose of this announcement, excludes Hong Kong, Macau Special Administrative Region and Taiwan
“Purchaser”	UnionPay Merchant Services International Holdings Limited, a company incorporated in Hong Kong with limited liability
“Sale Shares”	the entire issued shares of the Target as at Completion legally and beneficially owned by the Company, including 4,150 Target Shares of which the Company has not obtained share certificates as at the date of this announcement
“Shareholder(s)”	the shareholder(s) of the Company
“SP Agreement”	the sale and purchase deed dated 18 May 2017 entered into by the Company, the Target, the Target Subsidiary and the Purchaser in relation to the Disposal
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target”	Merchant Support Co., Ltd., a limited liability company incorporated in Japan and a wholly owned subsidiary of the Company
“Target Group”	collectively, the Target and the Target Subsidiary and “Target Group Company” shall mean any one of them
“Target Shares”	ordinary shares of the Target

“Target Subsidiary”	MS Car Credit Co., Ltd., a limited liability company incorporated in Japan and a wholly-owned subsidiary of the Target
“HK\$”	Hong Kong Dollars, the lawful currency of Hong Kong
“%”	per cent

By order of the Board
HI SUN TECHNOLOGY (CHINA) LIMITED
Li Wenjin
Executive Director

Hong Kong, 18 May 2017

In this announcement, JPY has been converted into HK\$ at the exchange rate of JPY1: HK\$0.07.

As at the date of this announcement, the Board consists of five Executive Directors, namely, Mr. Cheung Yuk Fung, Mr. Kui Man Chun, Mr. Xu Wensheng, Mr. Li Wenjin and Mr. Xu Chang Jun; and three Independent Non-Executive Directors, namely Mr. Tam Chun Fai, Mr. Leung Wai Man, Roger and Mr. Chang Kai-Tzung, Richard.