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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in **Hi Sun Technology (China) Limited** (“Company”), you should at once hand this circular and the accompanying form of proxy to the purchaser, the transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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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)**

**(1) PROPOSED ADOPTION OF VBILL SHARE OPTION SCHEME;
(2) PROPOSED GRANT OF OPTIONS TO THE PROPOSED GRANTEES;
AND
(3) NOTICE OF SPECIAL GENERAL MEETING**

A notice convening a special general meeting of the Company to be held at Room 2515, 25/F., Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong at 11:00 a.m. on Monday, 5 February 2018 (“SGM”) is set out on pages SGM-1 to SGM-2 of this circular.

Whether or not you are able to attend the SGM, you are requested to complete the accompanying form of proxy in accordance with the instructions printed thereon and return it to the principal place of business of the Company at Room 2515, 25th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the SGM. Completion and return of the form of proxy will not preclude shareholders of the Company from attending and voting in person at the SGM or any adjourned meeting if they so wish.

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DEFINITIONS

In this circular other than the SGM Notice, unless the context otherwise requires, the following expressions shall have the following respective meanings:

“associate”	has the meaning ascribed to it in the Listing Rules
“Board”	the board of Directors
“Board of VBill”	the board of directors of VBill from time to time or its duly authorised committee for the purpose of administering the VBill Share Option Scheme
“Bye-laws”	the bye-laws of the Company as may be amended from time to time
“Business Day”	a working day other than Saturdays, Sundays and public holidays under the laws of the PRC, and a trading day of the Stock Exchange
“Chongqing Jiexing”	重慶結行移動商務有限公司, a limited liability company incorporated in the PRC and is accounted for as a wholly-owned subsidiary of the Company and is principally engaged in the value-added telecommunication business with major focus on payment related solutions and services in the PRC
“close associate”	has the meaning ascribed to it in the Listing Rules
“Company”	Hi Sun Technology (China) Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“connected person”	has the meaning ascribed to it in the Listing Rules
“date of grant”	in respect of an Option, subject to the conditions as set out in the Appendix to this circular and the approval of the Directors and Shareholders (if required), the date on which the Board of VBill resolves to make an offer of that Option to the Participant, which date must be a Business Day

DEFINITIONS

“Director(s)”	director(s) of the Company
“Effective Date”	the date on which the VBill Share Option Scheme becomes unconditional in accordance with the terms of the VBill Share Option Scheme
“Enlarged Registered Capital”	the maximum registered capital of VBill upon exercise of the Options by the Proposed Grantees in full
“Exercise Date”	has the meaning as ascribed to it under the paragraph headed “18. RANKING OF OPTION INTERESTS” in the Appendix to this circular
“Exercise Period”	in respect of any particular Option, the period within which the Option must be exercised as determined and notified by the Board of VBill to the Grantee at the time of making the offer of an Option, which shall not be beyond 5 years from the date of grant
“Grantee”	any Participant who accepts the offer of an Option in accordance with the terms of the VBill Share Option Scheme, or (where the context so permits) any person who is entitled to any such Option in consequence of the death of the original Grantee, or the legal personal representative of such person
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Individual Limit”	has the meaning as ascribed to it under the paragraph headed “8. MAXIMUM ENTITLEMENT OF EACH PARTICIPANT” in the Appendix to this circular
“Latest Practicable Date”	15 January 2018, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein

DEFINITIONS

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Guo”	Mr. Guo Yi, one of the Proposed Grantees
“Mr. Li”	Mr. Li Huimin, one of the Proposed Grantees
“Mr. Shen”	Mr. Shen Zheng, one of the Proposed Grantees
“Option(s)”	the option(s) granted or to be granted to the eligible Participants under the VBill Share Option Scheme
“Option Interests”	the equity interest of VBill to be held by the Grantees pursuant to the exercise of the Options
“Participants”	any directors, supervisors, general managers and other employees of any member of the VBill Group
“PRC”	the People’s Republic of China
“Proposed Grantees”	Mr. Shen, Mr. Li and Mr. Guo collectively
“Registered Capital”	the registered capital of VBill from time to time
“RMB”	Renminbi, the lawful currency of the PRC
“SGM”	the special general meeting of the Company to be held at Room 2515, 25th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong on Monday, 5 February 2018 at 11:00 a.m.
“SGM Notice”	the notice convening the SGM, which is set out on pages SGM-1 to SGM-2 of this circular
“Share(s)”	share(s) of HK\$0.0025 each in the issued share capital of the Company
“Shareholder(s)”	holder(s) of the Shares

DEFINITIONS

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“VBill”	隨行付支付有限公司 (unofficial English translation being VBill Payment Co. Ltd.), a limited liability company incorporated in the PRC and owned as to approximately 80.04% by Chongqing Jiexing as at the Latest Practicable Date
“VBill Group”	collectively, VBill and its subsidiaries from time to time
“VBill Scheme Limit”	has the meaning as ascribed to it under the paragraph headed “7. MAXIMUM AMOUNT OF REGISTERED CAPITAL” in the Appendix to this circular
“VBill Scheme Mandate Limit”	has the meaning as ascribed to it under the paragraph headed “7. MAXIMUM AMOUNT OF REGISTERED CAPITAL” in the Appendix to this circular
“VBill Share Option Scheme”	the share option scheme of VBill proposed to be approved by the Shareholders at the SGM, and a summary of its principal terms is set out in the Appendix to this circular
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent.

Note:

For the purpose of this circular, all amounts denominated in RMB have been translated (for information only) into HK\$ using the exchange rate of RMB1.00 to HK\$1.20. No representation is made that any amounts in RMB or HK\$ can be or could have been converted at the relevant dates at the above rates or any other rates at all.

LETTER FROM THE BOARD



HI SUN TECHNOLOGY (CHINA) LIMITED

高陽科技(中國)有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 818)

Board of Directors:

Executive Directors:

Mr. Cheung Yuk Fung (*Chairman*)
Mr. Kui Man Chun (*Chief Executive Officer*)
Mr. Xu Wensheng
Mr. Li Wenjin
Mr. Xu Chang Jun

Registered office:

Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Independent Non-Executive Directors:

Mr. Tam Chun Fai
Mr. Leung Wai Man, Roger
Mr. Chang Kai-Tzung, Richard

*Head Office and Principal Place
of Business:*

Room 2515, 25th Floor
Sun Hung Kai Centre
30 Harbour Road
Wanchai
Hong Kong

19 January 2018

To the Shareholders

Dear Sir or Madam,

**(1) PROPOSED ADOPTION OF VBILL SHARE OPTION SCHEME;
AND
(2) PROPOSED GRANT OF OPTIONS TO THE PROPOSED GRANTEEES**

1. INTRODUCTION

The purposes of this circular are to provide you with information regarding the resolutions to be proposed at the SGM and to give you notice of the SGM. At the SGM, resolutions relating to adoption of the VBill Share Option Scheme and the proposed grant of the Options to the Proposed Grantees will be proposed.

* *For identification purpose only*

LETTER FROM THE BOARD

2. ADOPTION OF THE VBILL SHARE OPTION SCHEME

The VBill Share Option Scheme

On 15 January 2018, the directors and shareholders of VBill passed resolutions to adopt the VBill Share Option Scheme. The VBill Share Option Scheme shall comply with the requirements under Chapter 17 of the Listing Rules and will be subject to approval by the Shareholders at the SGM.

The purpose of the VBill Share Option Scheme is to enable VBill to grant options to selected Participants as incentives or rewards for their contribution or potential contribution to the VBill Group. The Board of VBill considers that the VBill Share Option Scheme will provide the Participants with the opportunity to acquire proprietary interests in VBill and encourage Participants to work towards enhancing the value of equity interests in VBill for the benefit of the VBill Group and its shareholders as a whole. The VBill Share Option Scheme will provide VBill with a flexible means of retaining, incentivising, rewarding, and/or providing benefits to the Participants. Given the different nature of the duties of the employees of various business units of the Group, the Directors believe that the authority given to the Board of VBill under the VBill Share Option Scheme to determine the eligibility of any VBill Share Option Scheme Participant of any Option from time to time based on his or her contribution or potential contribution to the development and growth of the VBill Group on a case by case basis, and specify any minimum holding period and/or performance target at its discretion as conditions in any Option granted will serve to protect the value of VBill and achieve the purpose stated above.

As at the Latest Practicable Date, the Registered Capital is RMB199,900,000. Assuming that there is no change in the Registered Capital between the period from the Latest Practicable Date and the date of the SGM and subject to the conditions mentioned below having been satisfied, the maximum Registered Capital which may be contributed by the grantees upon exercise of all options which may be granted under the VBill Share Option Scheme and any other share option schemes of VBill will be RMB19,990,000, being 10% of the Registered Capital of VBill as at the date of the SGM, unless the Company obtains a fresh approval from Shareholders to renew the 10% limit (i.e. VBill Scheme Mandate Limit), provided that the maximum Registered Capital contributed or to be contributed by the grantees in respect of which options may be granted under the VBill Share Option Scheme together with any options outstanding and yet to be exercised under the VBill Share Option Scheme and any other share option schemes of VBill shall not exceed 30% of the Registered Capital of VBill from time to time (i.e. the VBill Scheme Limit).

LETTER FROM THE BOARD

Conditions

The VBill Share Option Scheme shall be effective subject to the fulfilment and satisfaction of the following conditions:

- (i) all necessary consents, waivers and permits (if any) required to be obtained by VBill (including but not limited to the directors and shareholders of VBill) in accordance with the constitutional documents of VBill and all applicable law having been obtained; and
- (ii) the Shareholders having approved the adoption of the VBill Share Option Scheme at the SGM.

A summary of the principal terms of the VBill Share Option Scheme is contained in the Appendix to this circular.

The VBill Share Option Scheme complies with the applicable requirements under Chapter 17 of the Listing Rules. Copies of the VBill Share Option Scheme will be available for inspection at the Company's head office and principal place of business in Hong Kong at Room 2515, 25th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong from (and including) Friday, 19 January 2018, and up to (and including) Monday, 5 February 2018 and at the SGM.

Information of the VBill Group

VBill is a company incorporated under the laws of the PRC with limited liability and is principally engaged in the provision of payment processing solutions in the PRC. As at the Latest Practicable Date, its Registered Capital is RMB199,900,000. As at the Latest Practicable Date, the Company has no intention or plan to seek separate listing of VBill on any stock exchange.

LETTER FROM THE BOARD

As at the Latest Practicable Date, VBill has seven wholly-owned subsidiaries, being 江蘇隨行付電子商務有限公司 (unofficial English translation being Jiangsu VBill Electronic Business Co. Ltd., “**Jiangsu VBill**”), 南昌隨行付網絡小額貸款有限公司 (unofficial English translation being Nanchang VBill Internet Micro-Credit Co. Ltd., “**Nanchang VBill**”), 隨行付(北京)金融信息服務有限公司 (unofficial English translation being VBill (Beijing) Financial Information Service Co. Ltd., “**Beijing VBill Finance**”), 北京銀企融合技術開發有限公司 (unofficial English translation being Beijing Bank & Enterprise Integration Technology Development Co. Ltd., “**Beijing Technology**”), 北京隨行付商業保理有限公司 (unofficial English translation being Beijing VBill Commercial Factoring Co. Ltd., “**Beijing VBill Factoring**”), 微碼數據科技有限公司 (unofficial English translation being Weima Data Technology Co., Ltd., “**Weima**”) and 南昌市宏恒技術開發有限公司 (unofficial English translation being Nanchang Hongheng Technology Development Co., Ltd., “**Nanchang Hongheng**”), each being a limited liability company incorporated in the PRC.

Jiangsu VBill is principally engaged in the provision of e-Commerce services in the PRC.

Nanchang VBill has obtained the Jiangxi Province Small Loan Company Operation Permit (江西省小額貸款公司經營許可證) and is principally engaged in online and offline small loan business in the PRC.

Beijing VBill Finance is principally engaged in the provision of financial information services in the PRC.

Beijing Technology is principally engaged in the provision of payment related system integrated services in the PRC.

Beijing VBill Factoring is principally engaged in the provision of commercial factoring services in the PRC.

Weima is principally engaged in the provision of payment processing solutions in the PRC.

Nanchang Hongheng is principally engaged in the development of payment related technology in the PRC.

None of the Directors is a trustee of the VBill Share Option Scheme or has any direct or indirect interests in the trustees.

LETTER FROM THE BOARD

3. PROPOSED GRANT OF OPTIONS TO THE PROPOSED GRANTEES

On 15 January 2018, the Board of VBill resolved to conditionally grant Options to Mr. Shen, Mr. Li and Mr. Guo (i.e. the Proposed Grantees) pursuant to the terms of the VBill Share Option Scheme. The grant of Options is subject to the approval by the Shareholders at the SGM.

Details of the proposed grant of Options

Name of Proposed Grantees

Mr. Shen – a director and the chairman of the Board of VBill and a director of certain members of the VBill Group

Mr. Li – the chief executive officer of VBill and the supervisor of a member of the VBill Group

Mr. Guo – the senior vice president of VBill

Each of Mr. Shen and Mr. Li is a connected person of the Company at subsidiary level. None of the Proposed Grantees is a director, chief executive or substantial shareholder of the Company or an associate of any of them.

Subscription price of Options granted:

RMB12.51 for every RMB1.0 in the Registered Capital of VBill

The subscription price was determined in accordance with the terms of the VBill Share Option Scheme.

Market price of the equity interest of VBill on the date of grant:

Not applicable as the equity interests of VBill are not listed.

LETTER FROM THE BOARD

Amount of Enlarged Registered Capital subject to the Options

Name of Proposed Grantee	Aggregate subscription price (RMB)	Amount of Enlarged Registered Capital subject to the Options (RMB)	Aggregate percentage of the Enlarged Registered Capital (Approximate)
Mr. Shen	170,505,045.0	13,629,500	6%
Mr. Li	85,252,522.5	6,814,750	3%
Mr. Guo	<u>85,252,522.5</u>	<u>6,814,750</u>	<u>3%</u>
Total:	<u><u>341,010,090.0</u></u>	<u><u>27,259,000</u></u>	<u><u>12%</u></u>

Exercise period of the Options:

Three years from the Effective Date. The Options shall only be exercised once within the exercise period.

Consideration for the grant of the Options:

RMB1 to be paid by each Proposed Grantee upon the acceptance of the Options granted

Other covenants

- (1) Each of the Proposed Grantees shall not transfer or sell, charge, pledge or dispose of or create any third party interests over, or enter into any agreement to effect the foregoing any of their respective Option Interests of VBill within 2 years of the exercise of the Options, unless prior written consent of Chongqing Jiexing is obtained.
- (2) After the two-year lock-up period stipulated in (1) above, Chongqing Jiexing shall have the pre-emptive rights over all other shareholders of VBill and other third parties to take up the Option Interests at the same price offered by the Proposed Grantees for any such sale or transfer of the Option Interests by the Proposed Grantees.

LETTER FROM THE BOARD

- (3) When a third party purchaser offers to purchase the entire equity interest of VBill and Chongqing Jiexing agrees to sell its entire interests in VBill to such purchaser (“Sale”):
- (i) all the then existing shareholders of VBill (including the Proposed Grantees who have acquired the Option Interests) shall agree to sell their entire interests in VBill to such third party purchaser at the same price at which Chongqing Jiexing sells its entire interests in VBill; and
 - (ii) all the outstanding Options which have been granted but not exercised shall lapse on the date a sale and purchase agreement in respect of the Sale is signed.
- (4) When the purchase offer of a third party purchaser relates only to part of the equity interests in VBill, Chongqing Jiexing may choose to sell its interests in VBill alone or request all other existing shareholders of VBill (including the Proposed Grantees who have acquired the Option Interests), who shall be obliged to act upon such request, to sell their interests in VBill to such third party purchaser together with it in proportion to their respective percentage holding in VBill at the same price at which Chongqing Jiexing sells its equity interests in VBill.
- (5) After any Proposed Grantee have become a shareholder of VBill, where there shall be any increase in the Registered Capital in the future, each of such Proposed Grantees shall have the pre-emptive rights to contribute to the increased Registered Capital on the same subscription price and to the extent that their respective percentage holding in VBill remains the same before and after such increase.
- (6) Each of the Proposed Grantees shall remain in full employment with VBill for at least 12 months from the Exercise Date unless the Proposed Grantee is dismissed by VBill due to the Proposed Grantee’s violation of laws, breach of the articles of association of VBill, or obvious wrongful conducts as an employee or otherwise.
- (7) Each of the Proposed Grantees shall not engage in any business which competes with the business of VBill during the term of his employment or 5 years from the date of grant of the Options, whichever is longer.

LETTER FROM THE BOARD

Shareholding structure of VBill

The shareholding structure of VBill as at the Latest Practicable Date and upon the exercise of the Options by the Proposed Grantees in full are as follows:

Name of shareholders	As at the Latest Practicable Date		Upon the exercise of the Options by the Proposed Grantees in full	
	Amount of Registered Capital <i>(RMB)</i>	Aggregate percentage of the Registered Capital <i>(Approximate)</i>	Amount of Enlarged Registered Capital <i>(RMB)</i>	Aggregate percentage of the Enlarged Registered Capital <i>(Approximate)</i>
Chongqing Jiexing	160,000,000	80.04%	160,000,000	70.44%
Mr. Shen	19,900,000	9.95%	33,529,500	14.76%
Mr. Li	9,600,000	4.80%	16,414,750	7.23%
Other shareholders of VBill	10,400,000	5.20%	10,400,000	4.58%
Mr. Guo	–	–	6,814,750	3.00%
Total:	<u>199,900,000</u>	<u>100.00%</u>	<u>227,159,000</u>	<u>100.00%</u>

Scheme limit and individual limit

Under rules of the VBill Share Option Scheme, the total Registered Capital contributed and to be contributed upon exercise of the Options granted to each Participant (including both exercised and outstanding Options) in any 12-month period shall not exceed 1% of the Registered Capital (i.e. the Individual Limit). Any further grant of Options to a Participant which would result in the Registered Capital contributed and to be contributed by a Participant upon exercise of all Options granted and to be granted to such Participant (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of grant of such further Options exceeding the Individual Limit shall be subject to approval of the Shareholders in advance with such Participant and his close associates (or his associates if such Participant is a connected person) abstaining from voting.

Assuming that all of the Proposed Grantees exercise the Options in full, the aggregate percentage of the Enlarged Registered Capital attributable to Mr. Shen, Mr. Li and Mr. Guo are approximately 6%, 3% and 3% respectively, which exceed the Individual Limit. Therefore, the grant of Options to the Proposed Grantees is subject to the Shareholders' approval at the SGM.

LETTER FROM THE BOARD

In addition, under the rules of the VBill Share Option Scheme, the total Registered Capital which may be contributed by the grantees upon exercise of all Options to be granted under the VBill Share Option Scheme and other share option schemes of VBill shall not in aggregate exceed 10% of the Registered Capital of VBill as at the date of the SGM (i.e. VBill Scheme Mandate Limit), being RMB199,900,000 multiplied by 10% which equals to RMB19,990,000, assuming that there is no change in the Registered Capital between the period from the Latest Practicable Date and the date of the SGM.

Assuming that all of the Proposed Grantees exercise the Options in full and there is no change in the Registered Capital between the Latest Practicable Date and the date of the SGM, the Proposed Grantees will, in aggregate, have contributed RMB27,259,000, representing approximately 12% of the Enlarged Registered Capital (or approximately 13.64% of the Registered Capital as at the date of the SGM), which exceed the VBill Scheme Mandate Limit. Therefore, the grant of Options to the Proposed Grantees is subject to the Shareholders' approval at the SGM.

Financial information of the VBill Group

Set out below are certain unaudited financial results of VBill Group as extracted from the audited consolidated financial statements of the Company for the two years ended 31 December 2015 and 2016 prepared in accordance with Hong Kong Generally Accepted Accounting Principles (HKGAAP):

	For the year ended 31 December 2016 <i>HK\$'000</i>	For the year ended 31 December 2015 <i>HK\$'000</i>
Revenue	1,031,203	494,182
Profit before income tax	174,531	61,829
Profit after income tax	155,388	57,463

The unaudited book value of the total assets and net assets of VBill Group as at 30 June 2017 were approximately HK\$1,755,256,000 and HK\$466,817,000 respectively.

LETTER FROM THE BOARD

Reasons for and benefits of the proposed grant of the Options

The principal activity of the Company is investment holdings. The principal activities of the Group are provision of payment processing solutions, provision of financial solutions, sales of electronic power meters, sales of information security chips and solutions and provision of platform operation solutions.

The Directors are of the view that the Proposed Grantees, being key employees and senior management of the VBill Group, has made substantial contributions to the VBill Group. In addition, the grant of Options to enable the Proposed Grantees to subscribe for the equity interest in VBill will motivate them to contribute to the success and long term development of VBill Group. It is also beneficial to VBill Group and the Group as a whole as the interest of the senior management of VBill will be aligned with that of the Group by subscribing for equity interests in VBill themselves. In addition, the capital base of VBill will be enlarged and the Proposed Grantees (which are management staff of VBill) will be more committed to the furtherance of the development of VBill's business.

The Directors (including the independent non-executive Directors) consider that the proposed grant of the Options and the Deemed Disposal (as defined below) are fair and reasonable and on normal commercial terms or better and in the interests the VBill Group, the Company and the Shareholders as a whole.

As none of the Directors had material interests in the proposed grant of Options and the Deemed Disposal (as defined below), no Director was required to abstain from voting on the relevant resolutions.

Deemed disposal of VBill

As shown in the table under the paragraph headed "Shareholding structure of VBill" above, upon the exercise of the Options in full by the Proposed Grantees, and assuming there is no change in the Registered Capital between the Latest Practicable Date up to the date of exercise of Options in full, the Group's interests in VBill will be diluted from approximately 80.04% to approximately 70.44% but VBill will continue to be accounted for as a subsidiary of the Group. The reduction of approximately 9.60% equity interest of the Company in VBill as a result of exercise of the Options in full will constitute a deemed disposal ("**Deemed Disposal**") under Chapter 14 of the Listing Rules.

LETTER FROM THE BOARD

The gross proceeds from the Deemed Disposal upon exercise of the Options in full will be RMB341,010,090 (approximately HK\$409,212,108) which is intended to be applied as general working capital of VBill Group. The Deemed Disposal will be accounted for as equity transactions and will not lead to any gain or loss to the Group. However, it is expected that employee share option expenses for the Options in the amount of approximately RMB140 million (approximately HK\$168 million) will be recorded by the Company upon grant and vesting of the Options.

Nevertheless, Shareholders should note that the exact financial effect of the grant and vesting of the Options and the Deemed Disposal to the Group is subject to the review of the auditors of the Company.

Implications under the Listing Rules

Since the exercise of the Options is not at the Company's discretion, the Deemed Disposal will be classified as if the Options had been exercised at the time of the grant. As certain of the applicable percentage ratios of the Deemed Disposal are above 5% but all applicable percentage ratios are less than 25% and the total consideration to be paid by the Proposed Grantees is above HK\$10,000,000, the Deemed Disposal constitutes a discloseable transaction for the Company which is only subject to notification and announcement requirements under Chapter 14 of the Listing Rules.

Mr. Shen is a director and the chairman of the Board of VBill and a director of certain members of the VBill Group and Mr. Li is the chief executive officer of VBill and the supervisor of a member of the VBill Group. Hence, each of Mr. Shen and Mr. Li is a connected person of the Company at subsidiary level. As Mr. Shen and Mr. Li are connected persons of the Company at subsidiary level and the transaction contemplated by the Deemed Disposal are fair and reasonable, on normal commercial terms or better, the Deemed Disposal constitutes a connected transaction of the Company which is only subject to the reporting and announcement requirements but is exempt from the circular, independent financial advice and shareholders' approval requirements under Chapter 14A of the Listing Rules, as (i) the Board of the Company has approved the transaction contemplated by the Deemed Disposal and (ii) the independent non-executive Directors have confirmed that the transaction contemplated by the Deemed Disposal are fair and reasonable, on normal commercial terms or better and in the interests of the Company and the Shareholders as a whole.

LETTER FROM THE BOARD

4. SGM

The SGM Notice is set out on pages SGM-1 to SGM-2 of this circular. Ordinary resolutions in respect of (1) the adoption of the VBill Share Option Scheme, and (2) approval for the proposed grant of Options to the Proposed Grantees, will be proposed at the SGM.

A form of proxy for use at the SGM is enclosed with this circular and published on the website of the Stock Exchange (www.hkexnews.hk) and the Company's website (www.hisun.com.hk). Whether or not you intend to be present at the meeting, you are requested to complete the form of proxy and return it to the Company in accordance with the instructions printed thereon as soon as possible but in any event not less than 48 hours before the time appointed for holding of the SGM or any adjourned meeting (as the case may be). Completion and delivery of the form of proxy will not preclude Shareholders from attending and voting in person at the SGM or any adjourned meeting (as the case may be) if they so wish.

Under the Listing Rules and the rules of the VBill Share Option Scheme, the total Registered Capital contributed and to be contributed upon exercise of the Options granted to each Participant (including both exercised and outstanding Options) in any 12-month period shall not exceed 1% of the Registered Capital (i.e. the Individual Limit). Assuming that all of the Proposed Grantees exercise the Options in full, the aggregate percentage of the Enlarged Registered Capital attributable to Mr. Shen, Mr. Li and Mr. Guo are approximately 6%, 3% and 3% respectively, which exceed the Individual Limit. Mr. Shen, Mr. Li and Mr. Guo and their respective associates ("**Interested Shareholders**") shall abstain from voting at the SGM on the corresponding resolutions approving the grant of Options to Mr. Shen, Mr. Li and Mr. Guo (as the case maybe) (i.e. resolutions no. 2, no. 3 and no.4 as set out in the SGM Notice respectively). As at the Latest Practicable Date, Mr. Shen and Mr. Guo was interested in 1,530,000 Shares and 1,491,000 Shares respectively.

To the best of the Directors' knowledge, information and belief, having made reasonable enquiries, save for the Interested Shareholders as mentioned above, no other Shareholder is required to abstain from voting under the Listing Rules on the ordinary resolutions in respect of (1) the adoption of the VBill Share Option Scheme, and (2) approval for the proposed grant of the Options to the Proposed Grantees at the SGM.

LETTER FROM THE BOARD

Record date for determining eligibility to attend and vote

Record date (being the last date for registration of any share transfer given there will be no book closure) for determining the entitlement of the shareholders of the Company to attend and vote at the SGM will be Monday, 29 January 2018. All transfers of Shares accompanied by the relevant share certificates must be lodged with the Company's Hong Kong Share Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong for registration no later than 4:30 p.m. on Monday, 29 January 2018.

Voting by poll

Rule 13.39(4) of the Listing Rules requires that all votes of shareholders at a general meeting must be taken by poll except where the chairman of the meeting in good faith decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. The chairman of the SGM will therefore demand a poll for the ordinary resolutions to be put to the vote at the SGM pursuant to Bye-law 66 of the Bye-laws and the Listing Rules. The results of the voting will be published on the website of the Stock Exchange (www.hkexnews.hk) and the Company's website (www.hisun.com.hk) after the SGM pursuant to the Listing Rules.

5. RECOMMENDATIONS

The Directors (including the independent non-executive Directors) consider that (1) the adoption of the VBill Share Option Scheme, and (2) approval for the proposed grant of Options to the Proposed Grantees are in the best interests of the VBill Group, the Company and the Shareholders. Accordingly, the Directors recommend all Shareholders to vote in favour of the resolutions in connection therewith to be proposed at the SGM.

LETTER FROM THE BOARD

6. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief that the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

7. GENERAL INFORMATION

Your attention is drawn to the additional information set out in the Appendix to this circular.

Yours faithfully,
By Order of the Board
Hi Sun Technology (China) Limited
LI Wenjin
Executive Director

Set out below is a summary of the principal terms and conditions of the VBill Share Option Scheme.

1. CONDITIONS

The VBill Share Option Scheme shall be effective subject to the fulfilment and satisfaction of the following conditions:

- (i) all necessary consents, waivers and permits (if any) required to be obtained by VBill (including but not limited to the directors and shareholders of VBill) in accordance with the constitutional documents of VBill and all applicable laws having been obtained;
- (ii) the Shareholders having approved the adoption of the VBill Share Option Scheme at the SGM.

2. PURPOSE OF THE SCHEME

The purpose of the VBill Share Option Scheme is to enable VBill to grant options to selected Participants as incentives or rewards for their contribution or potential contribution to the VBill Group. The Board of VBill considers that the VBill Share Option Scheme will provide the Participants with the opportunity to acquire proprietary interests in VBill and to encourage Participants to work towards enhancing the value of equity interests in VBill for the benefit of the VBill Group and its shareholders as a whole.

The exercise of the Options shall be subject to the general condition that the Grantee shall have been under full time employment of VBill or its subsidiary(ies), as the case may be for at least 5 years on the date of exercise and the remaining term of employment under his or her employment contract with VBill or its subsidiary(ies) shall not be less than 12 months from the date of exercise. In addition, when determining the persons who will be offered Options, the Board of VBill will assess on an individual basis and will only offer Options to Participants who, in their opinion, have demonstrated significant value to the VBill Group based on his personal attributes and/or historical performance. Furthermore, although it is not a general requirement under the terms of the VBill Share Option Scheme for any minimum period for which an Option must be held or any performance targets which must be achieved before any Options granted can be exercised, the Board of VBill has discretion on a case-by-case basis or generally to impose such conditions, including (i) minimum periods for which an Option must be held; and/or (ii) minimum performance targets that must be reached before the Option can be exercised in whole or in part; and/or (iii) such other terms as may be imposed at the discretion of the Board of VBill on the Options where appropriate.

In this way, the Board of VBill consider that the terms of the VBill Share Option Scheme can serve the purpose of giving incentives or rewards to the Participants for their contribution or potential contribution to the VBill Group, and can encourage such Grantee's ongoing performance towards the business and the value of the VBill Group.

The VBill Share Option Scheme will provide VBill with a flexible means of retaining, incentivising, rewarding, and/or providing benefits to the Participants. Given the different nature of the duties of the employees of various business units of the Group, the Directors believe that the authority given to the Board of VBill under the VBill Share Option Scheme to determine the eligibility of any VBill Share Option Scheme Participant of any Option from time to time based on his or her contribution or potential contribution to the development and growth of the VBill Group on a case by case basis, and specify any minimum holding period and/or performance target at its discretion as conditions in any Option granted will serve to protect the value of VBill and achieve the purpose stated above.

3. WHO MAY JOIN

The VBill Share Option Scheme Participants include any directors, supervisors, general managers and other employees of any member of the VBill Group.

4. CONDITIONS TO EXERCISE

The exercise of the Options shall be subject to the fulfilment and satisfaction of the following conditions:

- (i) the Grantee shall have been under full time employment of VBill or its subsidiary(ies), as the case may be for at least 5 years on the date of exercise and the remaining term of employment under his or her employment contract with VBill or its subsidiary(ies) shall not be less than 12 months from the date of exercise; and
- (ii) all necessary consents, waivers and permits (including but not limited to approval from the relevant regulatory bodies such as The People's Bank of China) in respect of the exercise of Options having been obtained by the relevant parties, who shall also ensure that such exercise shall have no adverse effect on the business of VBill and its subsidiaries.

5. ADMINISTRATION OF THE SCHEME

The VBill Share Option Scheme is to be administered by the Board of VBill, and the decisions of the Board of VBill shall be final and binding on all parties. The Board of VBill shall have the right to (i) interpret and construe the provisions of the VBill Share Option Scheme, (ii) determine the persons who will be offered Options under the VBill Share Option Scheme, the terms on which Options are granted, the subscription price upon exercise of Options, subject to paragraph 12, in relation to such Options, (iii) subject to paragraphs 9 and 21, make such adjustments to the terms of the VBill Share Option Scheme and to the terms of the Options granted under the VBill Share Option Scheme as it deems necessary, and (iv) make such other decisions or determinations as it shall deem appropriate in the administration of the VBill Share Option Scheme.

6. LIFE OF THE SCHEME

The Board of VBill is entitled, at any time within 5 years after the Effective Date, to make an offer to any Participant, as the Board of VBill may in its absolute discretion select, to take up an Option pursuant to which such Participant may, during the Exercise Period, contribute to the Registered Capital of VBill to acquire such equity interest in VBill as the Board of VBill may determine. The offer shall specify the terms on which the Option is to be granted, including the subscription price, the corresponding percentage Option Interests that may be subscribed for, and may include at the discretion of the Board of VBill other terms either on a case by case basis or generally.

After the expiry of the five-year period, no further Options shall be offered, but in all other respects the provisions of the VBill Share Option Scheme shall remain in full force and effect. Subject to other provisions under the VBill Share Option Scheme, Options complying with the provisions of Chapter 17 of the Listing Rules that are granted during the life of the VBill Share Option Scheme shall continue to be exercisable in accordance with their terms of issue after the end of the five-year term.

7. MAXIMUM AMOUNT OF REGISTERED CAPITAL

- (a) The overall limit on the Registered Capital which may be contributed by the grantees upon the exercise of all outstanding options granted and yet to be exercised under the VBill Share Option Scheme and any other share option scheme of VBill (and to which the provisions of Chapter 17 of the Listing Rules are applicable) must not in aggregate exceed 30% of the Registered Capital of VBill from time to time (“**VBill Scheme Limit**”).

- (b) The total Registered Capital which may be contributed by the grantees upon exercise of all Options to be granted under the VBill Share Option Scheme and other share option schemes of VBill shall not in aggregate exceed 10% of the Registered Capital of VBill as at the date of approval of the VBill Share Option Scheme (“**VBill Scheme Mandate Limit**”), being RMB199,900,000 multiplied by 10% which equals to RMB19,990,000, assuming that there is no change in the Registered Capital of VBill between the period from the Latest Practicable Date and the date of the SGM. Options lapsed in accordance with the terms of the VBill Share Option Scheme will not be counted for the purpose of calculating the VBill Scheme Mandate Limit.
- (c) Subject to (a) above and without prejudice to (d) below, VBill may seek approval of the Shareholders in general meeting for refreshing the VBill Scheme Mandate Limit under the VBill Share Option Scheme. However, the total Registered Capital which may be contributed by the grantees upon exercise of all Options to be granted under the VBill Share Option Scheme as refreshed, and other share option schemes of VBill, shall not exceed 10% of the Registered Capital of VBill as at the date of the aforesaid approval of the VBill Scheme Mandate Limit. Options previously granted under the VBill Share Option Scheme and other share option schemes of VBill (including those outstanding, cancelled, lapsed in accordance with its terms or exercised options), will not be counted for the purpose of calculating the limit as refreshed. A circular must be sent to the Shareholders in connection with the meeting at which their approval will be sought.
- (d) Subject to (a) above and without prejudice to (c) above, VBill may also seek separate approval of the Shareholders in general meeting for granting Options beyond the VBill Scheme Mandate Limit provided the Options in excess of the VBill Scheme Mandate Limit are granted only to Participants specifically identified by the Company before such approval is sought. A circular shall be sent to the Shareholders containing a generic description of the specified Participants who may be granted such Options, the amount of Registered Capital to be enlarged and terms for the Options to be granted and the purpose of granting Options to the specified Participants with an explanation as to how the terms of the Options serve such purpose.

8. MAXIMUM ENTITLEMENT OF EACH PARTICIPANT

The total Registered Capital contributed and to be contributed upon exercise of the Options granted to each Participant (including both exercised and outstanding Options) in any 12-month period shall not exceed 1% of the Registered Capital (the “**Individual Limit**”). Any further grant of Options to a Participant which would result in the Registered Capital contributed and to be contributed by a Participant upon exercise of all Options granted and to be granted to such Participant (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of such further grant of Options exceeding the Individual Limit shall be subject to approval of the Shareholders in advance with such Participant and his close associates (or his associates if such Participant is a connected person) abstaining from voting. A circular must be sent to the Shareholders disclosing the identity of such Participant and the number and terms of the Options granted and to be granted. The number and terms (including the subscription price) of Options to be granted to such Participants shall be fixed before Shareholders’ approval is sought and the date of the Board meeting for proposing such further grant shall for all purposes be the date of grant for the purpose of calculating the subscription price under note (1) to Rule 17.03(9) of the Listing Rules.

9. GRANT OF OPTIONS TO CONNECTED PERSONS

Each grant of Options to any Director, chief executive or substantial shareholder of the Company (or any of their respective associates) shall be subject to the prior approval of the independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of Options). Where any grant of Options to a substantial shareholder of the Company or an independent non-executive Director, or any of their respective associates, would result in the Option Interests acquired and to be acquired upon exercise of all Options already granted and to be granted (including Options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of grant, representing in aggregate over 0.1% of the Registered Capital, such grant of Options shall be subject to prior approval by the Shareholders (voting by way of poll). The Grantee, his associates and all core connected persons (as defined in the Listing Rules) of the Company shall abstain from voting in favour at such general meeting, and any such person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular to be sent to the Shareholders in connection therewith and has complied with Rules 13.40 to 13.42 of the Listing Rules. The circular in respect of such further grant shall contain the necessary information specified under Rule 17.04(3) of the Listing Rules.

Any change in the terms of Options granted to a substantial shareholder of the Company or an independent non-executive Director or any of their respective associates must be approved by the independent Shareholders in general meeting.

10. MINIMUM PERIOD TO BE HELD AND PERFORMANCE TARGETS

There is no general requirement under the terms of the VBill Share Option Scheme for any minimum period for which an Option must be held or any performance targets which must be achieved before any Options granted can be exercised. However, the Board of VBill has discretion on a case-by-case basis or generally to impose such conditions, including (i) minimum periods for which an Option must be held; and/or (ii) minimum performance targets that must be reached before the Option can be exercised in whole or in part; and/or (iii) such other terms as may be imposed at the discretion of the Board of VBill conditions on the Options where appropriate.

11. TIME OF ACCEPTANCE AND EXERCISE OF OPTION

An offer of the grant of the Option may be accepted by a Participant within seven days from the date of the offer of the Option. An Option may be exercised in accordance with and subject to the terms of the VBill Share Option Scheme at any time during the Exercise Period, or such other period to be determined and notified by the Board of VBill to each Grantee, which period may commence on the date of the grant and shall end in any event not later than 5 years from the date of grant subject to the provisions for early termination, lapse or cancellation thereof.

An offer shall be deemed to have been accepted and the Option to which the offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the offer letter comprising acceptance of the offer duly signed by the Grantee with the amount which the Grantee accepts to contribute to the Registered Capital in respect of which the offer is accepted clearly stated therein, together with a total remittance in favour of VBill of RMB1.00 by way of consideration for the grant thereof, is received by VBill. Such remittance shall not be refundable in any circumstances.

12. SUBSCRIPTION PRICE PAYABLE UPON EXERCISE OF OPTION

The subscription price payable by any Grantee shall be a price to be determined by the Board of VBill in its absolute discretion at the time of the grant of the relevant Option with reference to factors which may include the business performance, value of VBill Group and individual performance of the relevant Grantee, but in any event, the subscription price shall not be less than the net asset value of the interests of VBill subject to the Option calculated from the latest audited accounts of VBill.

The subscription price shall be paid by the Grantees in cash to VBill if and when the Options are exercised.

The subscription price of Options granted in respect of VBill after the Company has resolved to seek a separate listing of VBill on the Stock Exchange, the Growth Enterprise Market of the Stock Exchange or an overseas stock exchange and up to the listing date of VBill must be not lower than the new issue price (if any). In particular, any Options granted during the period commencing six months before the lodgement of Form A1 (or its equivalent for listing on the Growth Enterprise Market of the Stock Exchange or the overseas stock exchange) up to the listing date of VBill are subject to this requirement. For Options granted during such period, the Board of VBill will make any necessary adjustment of the subscription price so that the subscription price shall not be lower than the new issue price.

13. LAPSE OF OPTIONS

An Option shall lapse automatically (to the extent not already exercised) on a Grantee upon occurrence of any of the following events:

- (1) the Grantee, in performance of the duties as an employee of VBill (or its subsidiary(ies)), contravenes any of the provisions of the applicable PRC Companies Law or the articles of association of VBill (or its subsidiary(ies)) or conducts any acts to the significant detriment of VBill (or its subsidiary(ies));
- (2) the Grantee, through his obvious misconduct, in performance of the duties as an employee of VBill (or its subsidiary(ies)), causes significant loss to VBill (or its subsidiary(ies));
- (3) the Board of VBill, in its absolute discretion, considers the Grantee to be directly responsible for any of the financial losses or deterioration of businesses of the VBill Group;
- (4) the Grantee is liable for any criminal offence;
- (5) the Grantee is in breach of any laws, the articles of association or any regulations of VBill (or its subsidiary(ies)) or his relevant employment contract with VBill (or its subsidiary(ies));
- (6) the Grantee is in breach of the any rule of the VBill Share Option Scheme, including any terms stated by the Board of VBill in the offer for grant of the Option;
- (7) the expiry of the Exercise Period in respect of such Option; or
- (8) the termination of the VBill Share Option Scheme by the Board of VBill.

14. COVENANTS OF THE GRANTEE

Each Grantee, upon exercise of his Option, shall undertake and covenant with the Board of VBill such terms and conditions as determined by the Board of VBill from time to time as stated in the offer letter.

15. TERMINATION

The Board of VBill may at any time terminate the operation of the VBill Share Option Scheme and in such event no further Options will be offered or granted but in all other respects the provisions of the VBill Share Option Scheme shall remain in full force and effect. Options which are unexercised and unexpired immediately prior to the termination of the operation of the VBill Share Option Scheme shall continue to be valid and exercisable in accordance with their terms of issue after the termination of the VBill Share Option Scheme.

16. OPTION PERSONAL TO GRANTEE

An Option is personal to the Grantee and shall not be transferable or assignable.

17. RESTRICTIONS ON THE TIME OF GRANT

For so long as the Shares are listed on the Stock Exchange, no offer for grant of Options shall be made after an inside information has come to the knowledge of the Company until the Company has announced such information. In particular, during the period commencing one month immediately preceding the earlier of (a) the date of the meeting of the Directors for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (b) the last date on which the Company must publish an announcement of its results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the announcement of the results, no offer for grant of Option may be made. No Option may be granted during any period of delay in publishing a results announcement.

18. RANKING OF OPTION INTERESTS

The Option Interests acquired by a Grantee upon the exercise of an Option will be subject to all the provisions of the articles of association of VBill and will rank pari passu in all respects with the equity interests held by other shareholders of VBill on the date such Option is duly exercised (“**Exercise Date**”) and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Exercise Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the Exercise Date. The Option Interests shall only be deemed to carry voting rights until the completion of the registration of the Grantee as a holder of such Option Interests in accordance with all applicable laws.

Where VBill cancels Options and issues new ones to the same Grantee, the issue of such new Options may only be made under the VBill Share Option Scheme with available unissued Options (excluding the cancelled Options) within the VBill Scheme Mandate Limit or the new limits approved by Shareholders pursuant to sub-paragraph 7(c) and (d) above.

19. RIGHTS ON WINDING UP

Subject to the applicable PRC laws, in the event of a resolution being proposed for the winding-up of VBill during the Exercise Period, the Grantee may, subject to the provisions of all applicable laws, by notice in writing to VBill at any time not less than two Business Days before the date on which such resolution is to be considered and/or passed, exercise his Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice in accordance with the provisions of the VBill Share Option Scheme and VBill shall register such Grantee as holder of the Option Interests therefor in respect of which such Grantee has exercised his Option not less than one Business Day before the date on which such resolution is to be considered and/or passed whereupon the Grantee shall accordingly be entitled, in respect of the Option Interests acquired, to participate in the distribution of the assets of VBill available in liquidation pari passu with other existing shareholders on the day prior to the date of such resolution. Subject thereto, all Options then outstanding shall lapse and determine on the commencement of the winding-up of VBill.

20. CANCELLATION OF OPTIONS

The Board of VBill shall be entitled for the following causes to cancel any Option in whole or in part by giving notice in writing to the Grantee stating that such Option is thereby cancelled with effect from the date specified in such notice (the “**Cancellation Date**”):

- (i) the Grantee commits or permits or attempts to commit or permit a breach of the paragraph headed “16. OPTION PERSONAL TO GRANTEE” or any terms or conditions attached to the grant of the Option;
- (ii) the Grantee makes a written request to the Board of VBill for the Option to be cancelled; or
- (iii) if the Grantee has, in the opinion of the Board of VBill, conducted himself in any manner whatsoever to the detriment of or prejudicial to the interests of VBill or its subsidiary(ies).

The Option shall be deemed to have been cancelled with effect from the Cancellation Date in respect of any part of the Option which has not been exercised as at the Cancellation Date. No compensation shall be payable upon any such cancellation, provided that the Board of VBill shall be entitled in its discretion to pay such compensation to the Grantee in such manner as it may consider appropriate in any particular case.

21. AMENDMENT TO VBILL SHARE OPTION SCHEME

The VBill Share Option Scheme may be altered in any respect by a resolution of the Board of VBill except that the provisions of the VBill Share Option Scheme as to (i) the definitions of “Participant”, “Grantee” and “Exercise Period”; and (ii) the provisions of the VBill Share Option Scheme relating to the matters governed by Rule 17.03 of the Listing Rules, shall not be altered to the advantage of the Participants except with the prior approval of the Shareholders in general meeting, provided that no such alteration shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Grantees.

Any alterations to the terms and conditions of the VBill Share Option Scheme which are of a material nature or any change to the terms of Options granted must be approved by the Shareholders in general meeting, except where the alterations take effect automatically under the existing terms of the VBill Share Option Scheme. The amended terms of the VBill Share Option Scheme or the Options shall comply with the relevant requirements of Chapter 17 of the Listing Rules.

Any change to the authority of the Board of VBill or scheme administrators in relation to any alteration to the terms of the VBill Share Option Scheme shall be approved by the Shareholders in general meeting.

NOTICE OF SGM



HI SUN TECHNOLOGY (CHINA) LIMITED

高陽科技(中國)有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 818)

NOTICE IS HEREBY GIVEN that a special general meeting (“**Meeting**”) of Hi Sun Technology (China) Limited (“**Company**”) will be held at Room 2515, 25th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong at 11:00 a.m. on Monday, 5 February 2018 for the purpose of considering and, if thought fit, passing the following ordinary resolutions (with or without modifications):

ORDINARY RESOLUTIONS

1. “**THAT** the rules of the proposed share option scheme of 隨行付支付有限公司 (unofficial English translation being VBill Payment Co. Ltd.) (“**VBill Share Option Scheme**”) (a copy of which has been produced to this Meeting marked ‘A’ and initialled by the chairman of the Meeting for the purpose of identification) be and are hereby approved and the directors of the Company be and are hereby authorised to execute such documents and take such action as they deem appropriate to implement and give effect to the VBill Share Option Scheme.”
2. “**THAT** subject to the passing of resolution no.1, the grant of option to Mr. Shen Zheng pursuant to VBill Share Option Scheme, details of which are set out in the circular of the Company dated 19 January 2018, be and is hereby confirmed, approved and ratified.”
3. “**THAT** subject to the passing of resolution no.1, the grant of option to Mr. Li Huimin pursuant to VBill Share Option Scheme, details of which are set out in the circular of the Company dated 19 January 2018, be and is hereby confirmed, approved and ratified.”

* *For identification purpose only*

NOTICE OF SGM

4. “**THAT** subject to the passing of resolution no.1, the grant of option to Mr. Guo Yi pursuant to VBill Share Option Scheme, details of which are set out in the circular of the Company dated 19 January 2018, be and is hereby confirmed, approved and ratified.”

By Order of the Board of Directors
Hi Sun Technology (China) Limited
Li Wenjin
Executive Director

Hong Kong, 19 January 2018

Notes:

- (1) A member of the Company entitled to attend and vote at the meeting (or any adjournment thereof) (the “**Meeting**”) convened by this notice is entitled to appoint one or more proxies to attend and vote in his stead. A proxy need not be a member of the Company.
- (2) A form of proxy for use at the Meeting is enclosed.
- (3) Completion and delivery of the form of proxy will not preclude a member from attending and voting in person at the Meeting if the member so desires.
- (4) To be valid, a form of proxy must be duly completed and signed in accordance with the instructions printed thereon and lodged, together with the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority, at the principal place of the business of the Company at Room 2515, 25th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the Meeting.
- (5) Record date (being the last date of registration of any share transfer given there will be no book closure) for determining the entitlement of the shareholders of the Company to attend and vote at the Meeting will be Monday, 29 January 2018. All transfers of shares of the Company accompanied by the relevant share certificates must be lodged with the Company’s Hong Kong Share Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong for registration no later than 4:30 p.m. on Monday on 29 January 2018.
- (6) All votings on the resolutions in this notice by the members at the Meeting shall be conducted by poll.

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.