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GET HOLDINGS LIMITED

智易控股有限公司*

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock code: 8100)

PROPOSED ISSUE OF NOTES; AND CONNECTED TRANSACTION — PAYMENT OF PLACING COMMISSION

The Board announces that after trading hours on 26 June 2015, the Company as issuer and the Placing Agent as placing agent, entered into the Placing Agreement pursuant to which the Placing Agent has conditionally agreed to act as placing agent of the Company, on a best endeavour basis during the Placing Period, to procure the Placee(s) who and their respective ultimate beneficial owner(s) shall be third parties independent of, and not connected with the Company, its connected persons and their respective associates, to subscribe for the Notes to be issued by the Company in an aggregate principal amount of up to HK\$30,000,000 maturing on the second anniversary of the issue date of the Notes at the Placing Price.

The Placing Agent shall receive a placing commission of 5% of the aggregate Placing Price of the Notes subscribed for or purchased by the Placee(s).

As the sole shareholder of the Placing Agent is also a director and a substantial shareholder of GEO Finance Limited, which is a non-wholly owned subsidiary of the Company, the payment of the placing commission by the Company to the Placing Agent under the Placing constitutes a connected transaction for the Company under Chapter 20 of the GEM Listing Rules.

As disclosed in the announcement of the Company dated 5 February 2015, the Company entered into a placing agreement with the Placing Agent on 5 February 2015 for the 6% Notes Placing. The Placing Agent shall be entitled to a placing commission of 5% of the aggregate 6% Notes Placing Price of the 6% Notes subscribed for or purchased by the placee(s).

* For identification purposes only

As the applicable percentage ratios (as defined under Chapter 20 of the GEM Listing Rules) for the payment of the placing commission under the Placing, when aggregated with the maximum amount of the placing commission under the 6% Notes Placing, are more than 1% but less than 5%, the Placing Agent is a connected person of the Company at the subsidiary level and the Placing Agreement and the payment of the placing commission under the Placing are on normal commercial terms and in the interests of the Company and the Shareholders as a whole, the payment of the placing commission under the Placing (when aggregated with that for the 6% Notes Placing) is exempt from the circular, independent financial advice and shareholders' approval requirements pursuant to Rule 20.99 of the GEM Listing Rules and will only be subject to the reporting and announcement requirements under Chapter 20 of the GEM Listing Rules.

Shareholders and potential investors should note that under the Placing Agreement, the Placing is undertaken on a best endeavour basis and the Closing(s) is/are subject to the fulfilment of the conditions precedent as set out in the paragraph headed "Conditions precedent" in the section headed "The Placing Agreement" below. As the Placing may or may not proceed, Shareholders and potential investors are reminded to exercise caution when dealing in the securities of the Company.

The Board announces that after trading hours on 26 June 2015, the Company as issuer and the Placing Agent as placing agent, entered into the Placing Agreement pursuant to which the Placing Agent has conditionally agreed to act as placing agent of the Company, on a best endeavour basis during the Placing Period, to procure the Placee(s) to subscribe for the Notes to be issued by the Company in an aggregate principal amount of up to HK\$30,000,000 maturing on the second anniversary of the issue date of the Notes at the Placing Price.

THE PLACING AGREEMENT

Date

26 June 2015

Parties

Issuer: The Company

Placing Agent: GEO Securities Limited

Placees

The Placing Agent has conditionally agreed, on a best endeavour basis during the Placing Period, to procure the Placee(s) to subscribe for the Notes in an aggregate principal amount of up to HK\$30,000,000.

The Placing Agent has represented, warranted and undertaken to the Company that to the best of its knowledge, information and belief (after due and careful enquiries), the Placee(s) and their respective ultimate beneficial owner(s) shall be third parties independent of, and not connected with, the Company, its connected persons and their respective associates.

Placing commission

A placing commission of 5% of the aggregate Placing Price of the Notes subscribed for or purchased by the Placee(s) shall be payable by the Company to the Placing Agent in cash within seven Business Days after the relevant Closing(s).

The placing commission under the Placing Agreement was arrived at after arm's length negotiations between the Company and the Placing Agent under normal commercial terms and with reference to the prevailing market conditions.

Conditions precedent

The Closing(s) shall be conditional upon:

- (1) none of the representations, warranties and undertakings of the Company contained in the Placing Agreement having been breached in any material respect (or if capable of being remedied, has not been remedied), or is misleading or untrue in any material respect; and
- (2) the Closing Notice (as defined below) having been served by the Placing Agent to the Company in accordance with the Placing Agreement.

In the event that no Closing Notice has been served by the Placing Agent by the last day of the Placing Period, all obligations of the Placing Agent and of the Company under the Placing Agreement shall cease and determine and none of the parties to the Placing Agreement shall have any claim against the other in relation thereto (save in respect of any antecedent breach of any obligation under the Placing Agreement).

Closing(s)

Subject to the fulfilment of the conditions precedent as stated above and provided that the Placing Agent has procured the Placee(s) for the Notes, the Placing Agent is entitled to, on or before the 15th day of each calendar month during the Placing Period, issue a notice ("**Closing Notice**") to the Company specifying, among other matters, the proposed date of Closing which shall be the 1st Business Day of the calendar month immediately following the calendar month in which the Closing Notice is issued by the Placing Agent to the Company.

Force Majeure

The Placing Agent may, in its reasonable opinion, after consultation with the Company, terminate the Placing Agreement by notice in writing to the Company at any time up to 8:00 a.m. on the last day of the Placing Period if:

- (1) there is any change in national, international, financial, exchange control, political, economic conditions in Hong Kong which in the reasonable opinion of the Placing Agent would be materially adverse in the consummation of the Placing; or
- (2) there is any breach of the warranties, representations and undertakings given by the Company in the Placing Agreement and such breach is considered by the Placing Agent on reasonable grounds to be material in the context of the Placing; or
- (3) there is any material change (whether or not forming part of a series of changes) in market conditions which in the reasonable opinion of the Placing Agent would materially and prejudicially affect the Placing or makes it inadvisable or inexpedient for the Placing to proceed; or
- (4) any statement contained in the announcements, circulars, interim and annual reports issued by the Company to the Stock Exchange and/or the Shareholders since the publication of the announcement of the Company relating to the annual results of the Company for the year ended 31 December 2014 has become or been discovered to be untrue, incorrect or misleading in any material respect which in the reasonable opinion of the Placing Agent would be materially adverse in the consummation of the Placing.

The Company may, in its reasonable opinion, after consultation with the Placing Agent, terminate this Agreement by notice in writing to the Placing Agent at any time up to 8:00 a.m. on the last day of the Placing Period if there is a breach of the warranties, representations and undertakings given by the Placing Agent in the Placing Agreement and such breach is considered by the Company on reasonable grounds to be material.

Upon termination of the Placing Agreement as described above, all liabilities of the parties thereto shall cease and determine and no party thereto shall have any claim against the other party in respect of any matter or thing arising out of or in connection with the Placing Agreement save in respect of any antecedent breach of any obligation under the Placing Agreement.

Where one or more Closing(s) has/have taken place prior to the termination of the Placing Agreement as described above, such termination shall be without prejudice to the Notes which have been issued prior to such termination.

PRINCIPAL TERMS AND CONDITIONS OF THE NOTES

The principal terms and conditions of the Notes are summarised below:

Issuer:	The Company
Maximum principal amount:	Up to HK\$30,000,000
Maturity date:	The second anniversary of the issue date of the Notes
Interest rate:	10% per annum

Transferability:	The Notes are freely transferable subject to compliance with all applicable laws and provided that no transfer shall be made to a connected person of the Company
Listing:	No listing of the Notes will be sought on the Stock Exchange or any other stock exchanges
Ranking:	The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Company which will rank equally and without any preference amongst themselves

INFORMATION OF THE PARTIES TO THE PLACING AGREEMENT

The Group is principally engaged in (i) research, development and distribution of personal computer performance software, anti-virus software, mobile phone applications and toolbar advertisement, (ii) website development services, e-learning products and services, (iii) investment in securities, (iv) money lending business, (v) provision of insurance and mandatory provident fund schemes brokerage services and (vi) provision of corporate management solutions and I.T. contract services.

The Placing Agent is a corporation licensed to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the SFO.

REASONS FOR AND BENEFITS OF THE PLACING

The Directors consider that the Placing represents an opportunity to obtain funding, which is intended to be used to finance any potential investment opportunities of the Group in the future.

The Directors (including the independent non-executive Directors) consider that the terms of the Placing Agreement (including the placing commission) are fair and reasonable, and are on the normal commercial terms and in the interests of the Company and the Shareholders as a whole.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, none of the Directors has a material interest in the transactions contemplated under the Placing Agreement, therefore no Director has abstained from voting on the relevant board resolutions of the Company approving the Placing Agreement and the transactions contemplated thereunder.

GEM LISTING RULES' IMPLICATIONS

As disclosed in its annual report for the year ended 31 December 2014, the Company acquired 51% of the issued share capital of GEO Finance Limited in March 2015. As the sole shareholder of the Placing Agent is also a director and a substantial shareholder of GEO Finance Limited, which is a non-wholly owned subsidiary of the Company, the payment of the placing commission by the Company to the Placing Agent under the Placing constitutes a connected transaction for the Company under Chapter 20 of the GEM Listing Rules.

As disclosed in the announcement of the Company dated 5 February 2015, the Company entered into a placing agreement with the Placing Agent on 5 February 2015 for the placing of the 6% per annum notes (“**6% Notes**”) to be issued by the Company in an aggregate principal amount of up to HK\$50,000,000 maturing on the second anniversary of the issue date of the 6% Notes at the placing price equal to 100% of the principal amount of the 6% Notes (“**6% Notes Placing Price**”) (“**6% Notes Placing**”). The Placing Agent shall be entitled to a placing commission of 5% of the aggregate 6% Notes Placing Price of the 6% Notes subscribed for or purchased by the placee(s). The placing period for the 6% Notes Placing shall last for a period commencing on the day immediately following the date of the placing agreement (i.e. 5 February 2015) and up to (and including) the date falling on the 15th day of the sixth month after the date of such placing agreement.

As the applicable percentage ratios (as defined under Chapter 20 of the GEM Listing Rules) for the payment of the placing commission under the Placing, when aggregated with the maximum amount of the placing commission under the 6% Notes Placing, are more than 1% but less than 5%, the Placing Agent is a connected person of the Company at the subsidiary level and the Placing Agreement and the payment of the placing commission under the Placing are on normal commercial terms and in the interests of the Company and the Shareholders as a whole, the payment of the placing commission under the Placing (when aggregated with that for the 6% Notes Placing) is exempt from the circular, independent financial advice and shareholders’ approval requirements pursuant to Rule 20.99 of the GEM Listing Rules and will only be subject to the reporting and announcement requirements under Chapter 20 of the GEM Listing Rules.

Shareholders and potential investors should note that under the Placing Agreement, the Placing is undertaken on a best endeavour basis and the Closing(s) is/are subject to the fulfilment of the conditions precedent as set out in the paragraph headed “Conditions precedent” in the section headed “The Placing Agreement” above. As the Placing may or may not proceed, Shareholders and potential investors are reminded to exercise caution when dealing in the securities of the Company.

DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context otherwise requires:

“associate”	has the meaning ascribed thereto under the GEM Listing Rules
“Board”	the board of Directors
“Business Day”	any day (not being a Saturday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
“Closing(s)”	the closing(s) of the subscription of the Notes by the Placee(s) or any of them
“Company”	GET Holdings Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability and the shares of which are listed on GEM

“connected person(s)”	has the meaning ascribed thereto under the GEM Listing Rules
“Director(s)”	the director(s) of the Company
“Group”	the Company and its subsidiaries from time to time
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Note(s)”	the 10% per annum notes due on the second anniversary of the issue date of the notes to be issued by the Company in the aggregate principal amount of up to HK\$30,000,000, the principal terms and conditions of which are set out in the section headed “Principal terms and conditions of the Notes” in this announcement
“Placee(s)”	any individual(s), corporate, institutional investor(s) or other investor(s) procured by or on behalf of the Placing Agent to subscribe for or purchase any of the Notes
“Placing”	the placing of the Notes by or on behalf of the Placing Agent, on a best endeavour basis during the Placing Period, to the Placee(s) on the terms and subject to the conditions set out in the Placing Agreement
“Placing Agent”	GEO Securities Limited, a corporation licensed to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the SFO
“Placing Agreement”	the agreement entered into between the Company and the Placing Agent dated 26 June 2015 in relation to the Placing
“Placing Period”	the period commencing on the day immediately following the date of the Placing Agreement and up to (and including) the date falling on the 15th day of the sixth month after the date of the Placing Agreement
“Placing Price”	the sum equal to 100% of the principal amount of the Notes subscribed for or purchased by the Placee(s) or any of them
“SFO”	Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong
“Shareholder(s)”	holder(s) of the share(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“%”

per cent.

On behalf of the Board
GET Holdings Limited
Kuang Hao Kun Giovanni
Chairman

Hong Kong, 26 June 2015

As at the date of this announcement, the Board consists of two executive Directors, namely Mr. Kuang Hao Kun Giovanni and Mr. Xue Qiushi, and three independent non-executive Directors, namely Mr. Yip Chi Fai Stevens, Ms. Xiao Yiming and Professor Chui Tsan Kit.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM 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 the information contained in this announcement 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 announcement misleading.

This announcement will remain on the GEM website at www.hkgem.com on the “Latest Company Announcements” page for at least 7 days from the date of its posting. This announcement will also be published and remains on the Company’s website at www.geth.com.hk.