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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)**

### **MAJOR AND CONNECTED TRANSACTION: SUPPLEMENTAL ACQUISITION AGREEMENT**

#### **THE ACQUISITION**

Reference is made to the announcement of the Company dated 13 August 2015 in connection with the Acquisition.

The Board is pleased to announce that, after trading hours on 16 September 2015, the Company, the Vendors and the Warrantors entered into the Supplemental Acquisition Agreement to amend the manner of payment of the Consideration in relation to the Acquisition. As stated in the First Announcement, the Consideration payable by the Group comprised (i) a cash payment of HK\$30,000,000 and (ii) the issue of the convertible notes in the principal amount of HK\$150,416,400 conferring rights to the holders thereof to subscribe for Shares at a price of HK\$0.40 per such Share.

In light of the recent market prices of the Shares, the Company expects that it is unlikely that the holders of the said convertible notes will exercise the conversion rights attached to such convertible notes and the Company may end up in settling the principal amount of such convertible notes in cash. Accordingly, the parties to the Acquisition Agreement have negotiated the amendments to the manner of payment of the Consideration and entered into the Supplemental Acquisition Agreement whereby, the Consideration payable by the Company will, subject to the approval of the Shareholders and the fulfillment of the other conditions precedent, comprise (i) a cash payment of HK\$30,000,000; (ii) the issue of Convertible Notes in the principal amount of HK\$75,208,200 conferring rights to the Noteholders to subscribe for Shares at a price of HK\$0.30 per such Share; and (iii) the allotment and issue of, credited as fully paid at a price of HK\$0.30 each, a total of 250,693,999 Consideration Shares. The amount of the Consideration remains unchanged at HK\$180,416,400.

\* For identification purposes only

Save for the amendments to the manner of payment of the Consideration and certain corresponding changes, the terms of the Acquisition Agreement remain unchanged.

As disclosed in the First Announcement, immediately after Completion, the Company will hold 65.177% of the issued share capital of Boom Max. The results of the Boom Max Group will continue to be consolidated into the financial statements of the Group upon Completion. As at the date of this announcement and immediately after the Completion, Boom Max is holding and will continue to hold a number of subsidiaries which are principally engaged in the Software Business (i.e. the research, development and distribution of personal computer performance software, anti-virus software, mobile phone applications and toolbar advertisement), which is one of the principal business activities of the Company.

### **IMPLICATION UNDER THE GEM LISTING RULES**

As disclosed in the First Announcement, the Acquisition constitutes a major transaction for the Company under the GEM Listing Rules and is subject to the notification, announcement and shareholders' approval requirements of Chapter 19 of the GEM Listing Rules.

As Access Magic is wholly and beneficially owned by Mr. Dong Yuguo, a director of some of the subsidiaries of the Company, Access Magic is an associate of Mr. Dong Yuguo. As Ace Source is wholly and beneficially owned by Mr. Xue who is an executive Director and the chief executive officer of the Company and a director of some of the subsidiaries of the Company, Ace Source is an associate of Mr. Xue. Each of Access Magic, Ace Source, Mr. Xue and Mr. Dong Yuguo is a connected person of the Company, the Acquisition therefore constitutes a connected transaction for the Company which is subject to the circular, independent financial advice and independent shareholders' approval requirements under Chapter 20 of the GEM Listing Rules.

An Independent Board Committee has been established to advise the Independent Shareholders in respect of the terms of the Acquisition Agreement and the transactions contemplated thereunder (including the purchase of the Sale Shares, the creation and issue of the Convertible Notes together with the allotment and issue of the Conversion Shares pursuant to the exercise of the Conversion Rights and the allotment and issue of the Consideration Shares).

A circular containing, among others, (i) details of the Acquisition; (ii) further information of the Boom Max Group; (iii) the advice of the independent financial adviser to be appointed by the Company regarding the Acquisition Agreement and the transactions contemplated thereunder (including the purchase of the Sale Shares, the creation and issue of the Convertible Notes together with the allotment and issue of the Conversion Shares pursuant to the exercise of the Conversion Rights and the allotment and issue of the Consideration Shares); (iv) the recommendation of the Independent Board Committee regarding the Acquisition Agreement and the transactions contemplated thereunder (including the purchase of the Sale Shares, the creation and issue of the Convertible Notes together with the allotment and issue of the Conversion Shares pursuant to the exercise of the Conversion Rights and the allotment and issue of the Consideration Shares) and (v) the notice of the SGM is expected to be despatched to the Shareholders on or before 16 October 2015 as more time is needed for the preparation of the information to be contained therein.

**As Completion is subject to the fulfilment of a number of conditions precedent, the Acquisition may or may not proceed. Shareholders and potential investors should exercise caution when dealing in the Shares.**

## THE ACQUISITION

Reference is made to the First Announcement in connection with the Acquisition.

### 1.1 The Acquisition Agreement

As stated in the First Announcement, the Company entered into the Original Acquisition Agreement on 13 August 2015 whereby it had conditionally agreed to purchase the Sale Shares at a consideration which would comprise (i) a cash payment of HK\$30,000,000 and (ii) the issue of convertible notes in the principal amount of HK\$150,416,400 conferring rights to the holders thereof to subscribe for Shares at a price of HK\$0.40 per such Share.

In light of the recent market prices of the Shares, the Company expects that it is unlikely that the holders of the said convertible notes will exercise the conversion rights attached to such convertible notes and the Company may end up in settling the principal amount of such convertible notes in cash. Accordingly, the parties to the Acquisition Agreement have negotiated the amendments to the manner of payment of the Consideration and after trading hours on 16 September 2015 entered into the Supplemental Acquisition Agreement whereby, the Consideration payable by the Company will, subject to the approval of the Shareholders and the fulfillment of the other conditions precedent, comprise (i) a cash payment of HK\$30,000,000; (ii) the issue of the Convertible Notes in the principal amount of HK\$75,208,200 conferring rights to the holders thereof to subscribe for Shares at a price of HK\$0.30 per such Share; and (iii) the allotment and issue of, credited as fully paid at a price of HK\$0.30 each, a total of 250,693,999 Consideration Shares.

The amount of the Consideration remains unchanged at HK\$180,416,400.

Major terms of the Original Acquisition Agreement as varied and supplemented by the Supplemental Acquisition Agreement are set out below:

***Date***

13 August 2015 for the Original Acquisition Agreement; and

16 September 2015 for the Supplemental Acquisition Agreement

***Parties***

- (a) the Company, as purchaser;
- (b) the Vendors, as vendors; and
- (c) the Warrantors, namely Mr. Dong Yuguo, Mr. Xue, Mr. Lian Ming and Mr. Chen Liang who are the sole shareholder and director of Access Magic, Ace Source, Well Peace and Wealthy Hope respectively, as guarantors.

The Warrantors join as the parties to the Acquisition Agreement to guarantee, on a joint and several basis, the due and punctual performance and observance by the Vendors of all of their obligations under the Acquisition Agreement.

***Assets to be acquired***

The Company has conditionally agreed to purchase, and the Vendors have conditionally agreed to sell, the Sale Shares, which will in aggregate represent 14.677% of the issued share capital of Boom Max as at Completion, beneficially owned by them immediately after the Restructuring and immediately prior to Completion. The Sale Shares shall be free from all encumbrances and together with all rights including all dividends or distributions which may be paid, declared or made in respect thereof at any time on or after the Completion Date.

The Vendors agree that the Company may nominate one of its subsidiaries to purchase and take up the Sale Shares at Completion.

***The Consideration***

The Consideration for the sale and purchase of the Sale Shares payable by the Company to the Vendors shall be HK\$180,416,400.

The Consideration is determined by the Company and the Vendors after arm's length negotiations with reference to, among other factors, the preliminary Business Valuation of Boom Max Group as at 30 June 2015 of approximately HK\$1,289,000,000 as prepared by an independent valuer approved by the Company and the benefits of the Acquisition as mentioned in the section headed "Reasons for and benefits of the Acquisition" in the First Announcement.

The methodology of valuation adopted by the valuer in preparing the Business Valuation is market approach.

### *Payment of the Consideration*

The Consideration shall be satisfied by the Company in the following manner:

- (1) as to an aggregate sum of HK\$30,000,000 payable by the Company in cash to the relevant Vendors in such amount as set opposite to their respective names below on the date of the Original Acquisition Agreement (collectively, the “**Deposits**”):

<b>Name of the Vendor</b>	<b>Amount of the Deposits payable to the relevant Vendor</b>
Access Magic	HK\$10,000,000
Well Peace	HK\$10,000,000
Wealthy Hope	<u>HK\$10,000,000</u>
<b>Total:</b>	<b><u>HK\$30,000,000</u></b>

- (2) upon Completion, the Company shall create and issue to each Vendor the Convertible Notes in such principal amount as set opposite to its name below:

<b>Name of the Vendor</b>	<b>Principal amount of the Convertible Notes to be issued to each Vendor</b>
Access Magic	HK\$25,927,823
Ace Source	HK\$43,816,465
Well Peace	HK\$2,731,956
Wealthy Hope	<u>HK\$2,731,956</u>
<b>Total:</b>	<b><u>HK\$75,208,200</u></b>

- (3) upon Completion, the Company shall allot and issue to each Vendor the Consideration Shares in such number, credited as fully paid, at an issue price of HK\$0.30 per Consideration Share as set opposite to its name below:

<b>Name of the Vendor</b>	<b>Number of Consideration Shares to be issued to each Vendor</b>
Access Magic	86,426,076
Ace Source	146,054,883
Well Peace	9,106,520
Wealthy Hope	<u>9,106,520</u>
<b>Total:</b>	<b><u><u>250,693,999</u></u></b>

The Deposits were funded by internal resources of the Group and part of the Relevant Proceeds from the Rights Issue (both terms as defined and described in the announcement of the Company dated 10 August 2015). The Company paid the Deposits on the date of the Original Acquisition Agreement.

***Conditions precedent***

The Completion is subject to the fulfilment or (if applicable) waiver of the following conditions:

- (1) the passing of ordinary resolution(s) by the Shareholders (who are not required to abstain from voting in such respect under the GEM Listing Rules or otherwise) at the SGM approving the terms of the Acquisition Agreement, the Supplemental Acquisition Agreement and the transactions contemplated thereunder including (i) the acquisition by the Company of the Sale Shares; (ii) the terms of the instrument constituting the Convertible Notes and the creation and issue of the Convertible Notes and the allotment and issue of the Conversion Shares pursuant to the exercise of the Conversion Rights attaching to the Convertible Notes; (iii) the allotment and issue of the Consideration Shares and (iv) all other transactions contemplated under the Acquisition Agreement;
- (2) the Stock Exchange granting the listing of, and permission to deal in, the Conversion Shares and the Consideration Shares;
- (3) the completion of the Restructuring having taken place;
- (4) all necessary consents, approvals, waivers and authorisations required to be obtained by the parties thereto in respect of the Acquisition Agreement and the transactions contemplated thereby having been obtained;

- (5) the consummation of the transactions contemplated pursuant to the Acquisition Agreement shall not have been restrained, enjoined or otherwise prohibited by any applicable laws and regulations, including any order, injunction, decree or judgment of any court or other governmental authority;
- (6) the Company being satisfied that, from the date of the Acquisition Agreement and at any time up to the Completion Date, that the representations, warranties and undertakings given by the Vendors and the Warrantors remain true, accurate and not misleading and that no events have occurred that would result in any breach of any of the representations, warranties and undertakings given by the Vendors and the Warrantors or other provisions of the Acquisition Agreement by the Vendors and the Warrantors; and
- (7) the Company having obtained the Business Valuation showing the fair value of the Boom Max Group as at 30 June 2015 of not less than HK\$1,200,000,000.

None of the above conditions (other than the condition set out in (6)) is capable of being waived by any party to the Acquisition Agreement. The Company may waive the condition set out in (6) in whole or in part by notice in writing to the Vendors and in waiving such condition, the Company may, in its absolute discretion, impose such other conditions to such waiver.

If any of the conditions shall not have been fulfilled or (if applicable) waived at or before 5:00 p.m. on the Long Stop Date and the Acquisition Agreement is terminated as a result thereof, the relevant Vendors who received the Deposits in accordance with the terms and conditions of the Acquisition Agreement shall jointly and severally refund, and the Warrantors shall procure the refund of, the Deposits to the Company within three business days from the date of such termination without interests.

If any of the conditions shall not have been fulfilled or (if applicable) waived at or before 5:00 p.m. on the Long Stop Date, all rights and obligations of the parties thereto thereunder shall cease and terminate, save and except certain provisions in relation to the refund of the Deposit as mentioned above, confidentiality, costs and expenses and miscellaneous matters which provisions shall remain in full force and effect, and no party to the Acquisition Agreement shall have any claim against the others save for claim (if any) in respect of any antecedent breach thereof.

### ***Completion***

Subject to the fulfilment or waiver of the above conditions precedent, Completion shall take place on the Completion Date.

Immediately after Completion, the Company will hold 65.177% of the issued share capital of Boom Max. The results of the Boom Max Group will continue to be consolidated into the financial statements of the Group upon Completion.

## 1.2 Convertible Notes

Upon Completion, the Company will create and issue to the Vendors the Convertible Notes as partial consideration for the purchase of the Sale Shares in the following manner:

<b>Name of the Vendor</b>	<b>Principal amount of the Convertible Notes to be issued to each Vendor</b>
Access Magic	HK\$25,927,823
Ace Source	HK\$43,816,465
Well Peace	HK\$2,731,956
Wealthy Hope	<u>HK\$2,731,956</u>
<b>Total:</b>	<b><u>HK\$75,208,200</u></b>

Subject to the terms and conditions of the Convertible Notes as summarised in the paragraph headed “Principal terms of the Convertible Notes” below, upon exercise of the Conversion Rights in full at the Conversion Price of HK\$0.30, the Company will allot and issue 250,693,999 Conversion Shares, representing (i) approximately 29.94% of the existing issued share capital of the Company as at the date of this Announcement; and (ii) approximately 18.73% of the issued share capital of the Company after the allotment and issue of the Consideration Shares and as enlarged by the issue of the Conversion Shares upon the exercise of the Conversion Rights in full at the Conversion Price of HK\$0.30.

No application will be made for the listing of, or permission to deal in, the Convertible Notes on the Stock Exchange or any other stock exchange

### *Principal terms of the Convertible Notes*

The principal terms of the Convertible Notes are summarised below:

(1) *Principal amount*

The aggregate principal amount of the Convertible Notes is HK\$75,208,200.

(2) *Interest*

The Convertible Notes shall accrue no interest.

If any amount due under the Convertible Notes is not paid in full when due, interest shall accrue on the overdue sum at the rate which is the lower of (a) HIBOR plus 1.5% per annum and (b) 4% per annum (beginning on the due date) until such amount has been paid in full.



(3) *Maturity Date*

The date falling two years after the Issue Date or, if that is not a business day, the first business day thereafter and subject to the following, shall include any extended Maturity Date.

In the event that the Conversion Right has not been exercised in full at any time during the Conversion Period in light of the restriction set out in the sub-paragraph (i) headed in “Conversion Period” below, the Maturity Date as relates to the Convertible Note(s) outstanding by 4:00 p.m. (Hong Kong time) shall be extended to a later date falling one year after the initial Maturity Date (or, if that is not a business day, the business day immediately prior to such later date).

(4) *Conversion Period*

Subject always to the conditions that following and as a result of any exercise of the Conversion Right, (i) a Noteholder and parties acting in concert with it (within the meaning of the Takeovers Code), taken together, will not directly or indirectly, control or be able to exercise the control of 29.9% or more of the issued Shares of the Company or such percentage of Shares prescribed by the SFC from time to time triggering obligations on part of such Noteholder and parties acting in concert with it to make a general offer for Shares in the Company; and/or (ii) the public float of the Company as prescribed under the GEM Listing Rules can be maintained, such Noteholder shall have the right to convert its Convertible Notes into Shares at any time during the period commencing on the Issue Date up to 4:00 p.m. (Hong Kong time) on the Maturity Date.

(5) *Conversion Price*

HK\$0.30 per Conversion Share, subject to adjustment for, among others, consolidation or sub-division of the Shares, capitalisation of profits or reserves, capital distributions in cash or specie or subsequent issue of securities in the Company.

The Conversion Price of HK\$0.30:

- represents a discount of approximately 18.92% to the closing price of HK\$0.37 per Share on the date of the Supplemental Acquisition Agreement;
- represents a discount of approximately 16.43% to the average closing price of HK\$0.359 per Share for the last 10 trading days up to and including the date of the Supplemental Acquisition Agreement; and
- represents a discount of approximately 16.43% to the average closing price of approximately HK\$0.359 per Share for the last 15 trading days up to and including the date of the Supplemental Acquisition Agreement.

(6) *Conversion Shares*

The Conversion Shares shall rank pari passu in all respects with the Shares in issue on the relevant date on which a Noteholder is registered as holder of Shares issued pursuant to the exercise of the Conversion Right on the Company's register of members ("**Registration Date**") together with all rights to dividends or other distributions paid or made on the Shares after the relevant Registration Date other than any dividend or other distribution previously declared, or recommended or resolved to be paid or made if the record date therefor falls on or before the relevant Registration Date.

(7) *Transferability*

Commencing on the Issue Date, the Convertible Notes or any amount outstanding under the Convertible Notes may be transferred to any person prior to the Maturity Date provided that (i) any such transfer shall be in whole multiples of HK\$1,000,000 (or such amount as may represent the entire principal amount thereof); and (ii) any transfer of the Convertible Notes to any connected person (within the meaning of the GEM Listing Rules) of the Company shall be subject to the requirements (if any) that the Stock Exchange may impose from time to time.

(8) *Redemption*

At any time prior to the Maturity Date, at the sole discretion of the Company, the Company may cancel and redeem such amount outstanding under the Convertible Notes at 100% of such outstanding amount.

The Convertible Notes shall be mandatorily redeemed by the Company in the following circumstances:

- (i) upon the occurrence of an event of default (as defined in the terms of the Convertible Notes) and at any time thereafter, the Noteholder(s) may by notice in writing require the Company to redeem the whole (but not part) of the outstanding principal amount of the Convertible Notes;
- (ii) subject to (iii) below, any Convertible Note which remains outstanding by 4:00 p.m. (Hong Kong time) on the Maturity Date shall be redeemed by the Company at a redemption amount equal to the principal amount of the outstanding Convertible Notes to be redeemed together with the interest accrued (if any) until payment in full; and
- (iii) any Convertible Note which remains outstanding by 4:00 p.m. (Hong Kong time) on the Maturity Date shall, at the Company's sole discretion, be redeemed by the Company by the issue and delivery by the Company of a promissory note in favour of the Noteholder(s) in a principal amount equal to 100% of the principal amount of the outstanding Convertible Notes together with all the interest accrued as calculated on the amount outstanding at an interest rate which is the lower of (a) HIBOR plus 1.5% per annum and (b) 4% per annum and will due to mature on the first anniversary date of the issue of the promissory note.

(9) *Status*

The Convertible Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and shall at all times rank pari passu with all other present and future unsecured and unsubordinated obligations of the Company except for obligations accorded preference by mandatory provisions of applicable law. The payment obligations of the Company under the Convertible Notes shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.

### 1.3 Consideration Shares

Upon Completion, the Company will also allot and issue, credited as fully paid, to the Vendors the Consideration Shares at an issue price of HK\$0.30 per Consideration Share as partial consideration for the purchase of the Sale Shares in the following manner:

<b>Name of the Vendor</b>	<b>Number of Consideration Shares to be issued to each Vendor</b>
Access Magic	86,426,076
Ace Source	146,054,883
Well Peace	9,106,520
Wealthy Hope	<u>9,106,520</u>
<b>Total:</b>	<b><u><u>250,693,999</u></u></b>

The issue price per Consideration Share of HK\$0.30:

- represents a discount of approximately 18.92% to the closing price of HK\$0.37 per Share on the date of the Supplemental Acquisition Agreement;
- represents a discount of approximately 16.43% to the average closing price of HK\$0.359 per Share for the last 10 trading days up to and including the date of the Supplemental Acquisition Agreement; and
- represents a discount of approximately 16.43% to the average closing price of approximately HK\$0.359 per Share for the last 15 trading days up to and including the date of the Supplemental Acquisition Agreement.

The Company will allot and issue, credited as fully paid, an aggregate of 250,693,999 Consideration Shares, representing (i) approximately 29.94% of the existing issued share capital of the Company as at the date of this announcement; and (ii) approximately 23.04% of the issued share capital of the Company as enlarged by the allotment and issue of the Consideration Shares.

The Consideration Shares, when issued, will be fully paid up and will rank pari passu in all respects with the other Shares in issue as at the date of allotment and issue of the Consideration Shares and the Consideration Shares, when issued, will be free from all liens, charges, encumbrances, claims, options or other third party rights together with all rights attaching thereto as at the date of allotment and issue of the Consideration Shares.

#### **1.4 Application for listing**

The Company will apply to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares which may fall to be issued upon the exercise of the Conversion Rights and the Consideration Shares. The Conversion Shares and the Consideration Shares will be allotted and issued pursuant to a specific mandate to be sought from the Independent Shareholders at the SGM.

#### **2. Information on Boom Max**

For the group structure of Boom Max, the Restructuring and the financial information of Boom Max Group, please refer to the sections headed “Group structure of Boom Max” and “Information on the Boom Max Group” in the First Announcement.

#### **3. Reasons for and benefits of the Supplemental Acquisition Agreement**

The Group is principally engaged in (i) the Software Business (i.e. the 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 business and (vi) provision of corporate management solutions and I.T. contract services.

The Software Business has been one of the principal sources of income to the Group in the past years. The Acquisition is in line with the strategic development of the Group. Taking into account the stable financial performance of the Boom Max Group in the past and the increase in holding in the Boom Max Group through the Acquisition, the Directors believe that the Acquisition will increase the Group’s shares in the financial results of the Boom Max Group and strengthen the financial performance of the Group.

As disclosed in the First Announcement, a substantial part of the Consideration would be settled by the creation and issue of convertible notes in the principal amount of HK\$150,416,400 conferring rights to the holders thereof to subscribe for Shares at a price of HK\$0.40 per such Share. Except for 14 August 2015, being the trading day immediately following the publication of the First Announcement, the Shares following the publication of the First Announcement closed at prices which were below HK\$0.40, being the original conversion price of the convertible notes as contemplated under the Original Acquisition Agreement. Such conversion price represented a premium of approximately 8.11% to the closing price of the Shares as at the date of this announcement. In light of the recent market prices of the Shares and the market sentiment, the Company expects that it is unlikely that the holders of said convertible notes will exercise the conversion rights attached to such convertible notes at a conversion price of HK\$0.40 per conversion share and the Company may end up in

settling the entire principal amount of such convertible notes (i.e. a total HK\$150,416,400) in cash. Accordingly, the parties to the Acquisition Agreement have negotiated the amendments to the manner of payment of the Consideration and entered into the Supplemental Acquisition Agreement so that (1) part of the remaining Consideration will be settled by the allotment and issue, credited as fully paid, of the Consideration Shares so that the Company will be relieved from the obligation to make a cash payment of at least HK\$75 million; and (2) the reduction in the principal amount of the Convertible Notes is expected to enable the Company to have a better gearing ratio compared with the situation contemplated under the Original Acquisition Agreement.

With the allotment and issue of the Consideration Shares as partial consideration for the purchase of the Sale Shares, the Directors believe that Group will enjoy a better financial position in the long run.

On the above basis, the Directors consider that the terms of the Supplemental Acquisition Agreement are fair and reasonable so far as the Company and the Shareholders as a whole are concerned and the terms of the Acquisition Agreement (including the issue of the Convertible Notes pursuant to the terms thereof and the allotment and issue of the Consideration Shares) were determined after arm's length negotiations between the parties thereto. The Directors (other than the independent non-executive Directors whose view will be given taking into account the advice from the independent financial adviser to be appointed) are of the view that the terms of the Acquisition Agreement are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

#### 4. Effects on Shareholding Structure of the Company

The following table sets out the shareholding structure of the Company as at the date of this announcement and the changes thereto as a result of the allotment and issue of the Consideration Shares and the allotment and issue of the Conversion Shares upon the exercise of the Conversion Rights at the Conversion Price in full:

	As at the date of this announcement <i>No. of Shares held/ approximate %</i>	Immediately after allotment and issue of the Consideration Shares upon completion <i>No. of Shares held/ approximate %</i>	Immediately after allotment and issue of the Conversion Shares (assuming the exercise of the Conversion Rights in full at the initial Conversion Price) (Note 2) <i>No. of Shares held/ approximate %</i>
Access Magic	3,247,246/0.39%	89,673,322/8.24%	176,099,398/13.16%
Ace Source (Note 3)	4,600,417/0.55%	150,655,300/13.85%	296,710,184/22.17%
Well Peace	811,770/0.10%	9,918,290/0.91%	19,024,810/1.42%
Wealthy Hope	811,770/0.10%	9,918,290/0.91%	19,024,810/1.42%
Other public Shareholders	<u>827,714,661/98.86%</u>	<u>827,714,661/76.09%</u>	<u>827,714,661/61.83%</u>
<b>Total:</b>	<b><u>837,185,864/100%</u></b>	<b><u>1,087,879,863/100%</u></b>	<b><u>1,338,573,863/100%</u></b>

*Notes:*

1. The calculation of these percentages is based on the assumption that no other change in the shareholding structure of the Company before the issue of the Consideration Shares and the Conversion Shares.
2. The above table does not take into account the allotment and issue of Shares upon the exercise of the outstanding share options granted by the Company in accordance with its share option scheme nor the allotment and issue of the 146,699,266 new Shares as consideration shares for the acquisition of the 27,298,000 shares of China Parenting Network Holdings Limited by the Group as announced in the announcement of the Company dated 31 July 2015.
3. Ace Source is wholly and beneficially owned by Mr. Xue who is an executive Director and chief executive officer of the Company.
4. It is a term of the Convertible Notes that no conversion shall be made if (i) a Noteholder and parties acting in concert with it (within the meaning of the Takeovers Code), taken together, will directly or indirectly, control or be able to exercise the control of 29.9% or more of the issued share capital of the Company or such percentage of Shares prescribed by the SFC from time to time triggering obligations on part of the Noteholder and parties acting in concert with it to make a general offer for Shares in the Company and/or (ii) the public float requirement of the Company as prescribed under the GEM Listing Rules cannot be maintained.

## **5. Implication Under the GEM Listing Rules**

As disclosed in the First Announcement, the Acquisition constitutes a major transaction for the Company under the GEM Listing Rules and is subject to the notification, announcement and shareholders' approval requirements of Chapter 19 of the GEM Listing Rules.

As Access Magic is wholly and beneficially owned by Mr. Dong Yuguo, a director of some of the subsidiaries of the Company, Access Magic is an associate of Mr. Dong Yuguo. As Ace Source is wholly and beneficially owned by Mr. Xue who is an executive Director and chief executive officer of the Company, Ace Source is an associate of Mr. Xue. Each of Access Magic, Ace Source, Mr. Xue and Mr. Dong Yuguo is a connected person of the Company, the Acquisition therefore constitutes a connected transaction for the Company which is subject to the circular, independent financial advice and independent shareholders' approval requirements under Chapter 20 of the GEM Listing Rules.

An Independent Board Committee has been established to advise the Independent Shareholders in respect of the terms of the Acquisition Agreement and the transactions contemplated thereunder (including the purchase of the Sale Shares, the creation and issue of the Convertible Notes together with the allotment and issue of the Conversion Shares pursuant to the exercise of the Conversion Rights and the allotment and issue of the Consideration Shares).

An independent financial adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders on the fairness and reasonableness of the terms and conditions of the Acquisition Agreement and the manner of voting by the Independent Shareholders on the relevant resolution(s) in the same regard.



“Ace Source”	Ace Source International Limited, a company incorporated in the BVI which is principally engaged in investment holding and beneficially 100% owned by Mr. Xue, being one of the Warrantors, an executive Director and the chief executive officer of the Company and a director of some of the subsidiaries of the Company
“Acquisition”	the proposed acquisition of the Sale Shares by the Company from the Vendors pursuant to the Acquisition Agreement
“Acquisition Agreement”	the Original Acquisition Agreement (as varied and supplemented by the Supplemental Acquisition Agreement)
“Apperience”	Apperience Corporation, an exempted company incorporated in the Cayman Islands, which holds 100% of the issued share capital of Boom Max as at the date of the Acquisition Agreement and will cease to hold any interest in Boom Max immediately after the Restructuring
“associate”	has the meaning ascribed to it in the GEM Listing Rules
“Board”	the board of Directors
“Boom Max”	Boom Max International Limited, a company incorporated in the BVI with limited liability
“Boom Max Group”	Boom Max and its subsidiaries
“Business Valuation”	the business valuation on Boom Max Group showing the fair value of Boom Max Group as at 30 June 2015 prepared by an independent valuer approved by the Company
“BVI”	the British Virgin Islands
“Company”	GET Holdings Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability and the issued shares of which are listed on GEM
“Completion”	completion of the Acquisition



“Completion Date”	the date on which Completion is to take place, which shall be the third business day after the last outstanding condition precedent to Completion (other than those condition(s) precedent which can only be fulfilled upon Completion) shall have been fulfilled or waived (or such other date as the Company and the Vendors shall agree in writing)
“connected person(s)”	has the meaning ascribed to it in the GEM Listing Rules
“Consideration”	the total consideration payable by the Company to the Vendors for the purchase of the Sale Shares pursuant to the Acquisition Agreement, which would be satisfied partly in cash, partly by the creation and issue of the Convertible Notes and partly by the allotment and issue of the Consideration Shares
“Consideration Shares”	an aggregate of 250,693,999 shares of HK\$0.01 each in the share capital of the Company which shall be allotted and issued, credited as fully paid, at the issue price of HK\$0.30 per Consideration Share to the Vendors as at the Completion Date
“Conversion Price”	HK\$0.30, being the conversion price for the subscription of one Conversion Share upon the exercise of the Conversion Rights attaching to the Convertible Notes, subject to adjustments under the terms and conditions of the Convertible Notes
“Conversion Right(s)”	the right(s) of the Noteholder to convert the whole or part of the outstanding principal amount of the Convertible Notes into Conversion Shares subject to the terms and conditions of the Convertible Notes
“Conversion Share(s)”	the new Share(s) of the Company to be allotted and issued to the Noteholder(s) upon the exercise of the Conversion Rights attaching to the Convertible Notes
“Convertible Notes”	the zero coupon convertible notes in the principal amount of HK\$75,208,200 due on, subject to the conditions attached to the Convertible Notes, the date falling two years after the Issue Date (if that is not a business day, the first business day thereafter)
“Director(s)”	the director(s) of the Company
“First Announcement”	the announcement of the Company dated 13 August 2015 in connection with the Acquisition

“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“HIBOR”	Hong Kong Interbank Offered Rate
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the independent board committee comprising all the independent non-executive Directors, namely, Prof. Lee T.S., Ms. Xiao Yiming and Prof. Chui Tsan Kit, to advise the Independent Shareholders in relation to the Acquisition Agreement and the transactions contemplated thereunder (including the purchase of the Sale Shares, the creation and issue of the Convertible Notes together with the allotment and issue of the Conversion Shares pursuant to the exercise of the Conversion Rights and the allotment and issue of the Consideration Shares)
“Independent Shareholders”	Shareholders other than the Vendors, the Warrantors and their respective associates
“Issue Date”	the date of first issue of the Convertible Notes
“Long Stop Date”	31 December 2015 (or such later date as the Company and the Vendors may agree in writing)
“Maturity Date”	the date falling two years after the Issue Date or, if that is not a business day, the first business day thereafter and subject to the conditions attached to the Convertible Notes, shall include any extended Maturity Date
“Mr. Xue”	Mr. Xue Qiushi, an executive Director and the chief executive officer of the Company and a director of some of the subsidiaries of the Company
“Noteholder(s)”	holder(s) of the Convertible Notes
“Original Acquisition Agreement”	the conditional sale and purchase agreement dated 13 August 2015 entered into by and among the Company as purchaser, the Vendors and the Warrantors in relation to the Acquisition

“PRC”	the People’s Republic of China, for the purposes of this announcement only, excluding Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
“Restructuring”	the restructuring exercise of Boom Max to be undertaken to the effect that Boom Max will cease to be held by Apperience and will be held by the shareholders of Apperience, including but not limited to the Vendors, the group structures of Boom Max immediately before and after the Restructuring are set out in the section headed “Group Structure of Boom Max” of the First Announcement
“Sale Shares”	the aggregate of 14,677 ordinary shares of US\$1.00 each in the share capital of Boom Max, representing 14.677% of the issued share capital of Boom Max as at Completion, beneficially owned by the Vendors immediately after the Restructuring and immediately prior to Completion
“SFC”	The Securities and Futures Commission of Hong Kong
“SGM”	the special general meeting of the Company to be convened for the Independent Shareholders to consider and approve, among other things, the Acquisition Agreement, the Supplemental Acquisition Agreement and the transactions contemplated thereunder
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supplemental Acquisition Agreement”	the supplemental agreement dated 16 September 2015 entered into by and among the Company as purchaser, the Vendors and the Warrantors to vary and supplement the Acquisition Agreement
“Takeovers Code”	the Code on Takeovers and Mergers of Hong Kong
“US”	United States of America
“Vendors”	Access Magic, Ace Source, Well Peace and Wealthy Hope
“Warrantors”	Mr. Dong Yuguo, Mr. Xue, Mr. Lian Ming and Mr. Chen Liang

“Wealthy Hope”	Wealthy Hope Limited, a company incorporated in the BVI which is principally engaged in investment holding and beneficially 100% owned by Mr. Chen Liang, being one of the Warrantors. Mr. Chen Liang is the Co-Chief Technology Officer of Both Talent International Limited, a non-wholly owned subsidiary of the Company
“Well Peace”	Well Peace Global Limited, a company incorporated in the BVI which is principally engaged in investment holding and beneficially 100% owned by Mr. Lian Ming, being one of the Warrantors. Mr. Lian Ming is the Co-Chief Technology Officer of Both Talent International Limited, a non-wholly owned subsidiary of the Company
“%”	per cent.

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

Hong Kong, 16 September 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 Professor Lee T.S., Ms. Xiao Yiming and Professor Chui Tsan Kit.*

*This announcement, for which the Directors of the Company 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](http://www.hkgem.com) on the “Latest Company Announcements” page for at least 7 days from the date of its publication and on the website of the Company at [www.geth.com.hk](http://www.geth.com.hk).*