

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



**A8 New Media Group Limited**  
**A8新媒體集團有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 800)**

**(1) DISCLOSEABLE TRANSACTION;**  
**(2) CONNECTED TRANSACTION;**  
**AND**

**(3) APPOINTMENT OF THE INDEPENDENT FINANCIAL ADVISER**

**THE SP AGREEMENT**

The Board is pleased to announce that after trading hours on 13 May 2016, the Purchasers, the Vendors, the Guarantor and the Target entered into the SP Agreement pursuant to which the Purchasers have conditionally agreed to acquire, and the Vendors have conditionally agreed to sell, the entire equity interest of the Target in aggregate (as at the date of the SP Agreement and as at Completion) at the aggregate consideration of RMB550 million in cash.

In accordance with the SP Agreement, Purchaser A, a wholly-owned subsidiary of the Company, will acquire 35% of the equity interest of the Target for the cash consideration of RMB192.5 million.

The Target Group is principally engaged in incubation and operation of prime copyrights, including but not limited to, the provision of pay-to-read services on the Target's websites; and the licensing of authorisation to use and adaptation to cartoons, comics, audio works, mobile games, network drama, television drama and movies.

Immediately after Completion, the Company will own 35% of the equity interest of the Target and the remaining 65% equity interest will be owned by Purchaser B, a company indirectly wholly owned by the Guarantor.

## **LISTING RULES IMPLICATIONS**

### **Discloseable transaction**

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

### **Connected transaction**

As at the date of this announcement, Purchaser B was indirectly wholly owned by the Guarantor, the Chairman of the Board and an executive Director. Purchaser B is an associate of the Guarantor and therefore a connected person of the Company for the purpose of Chapter 14A of the Listing Rules. Immediately after Completion, the Target will be owned as to 35% by the Group and 65% by Purchaser B. As a result of the Acquisition, the Group and Purchaser B will form a joint venture company and accordingly, the Acquisition also constitutes a connected transaction for the Company, and is subject to the announcement, reporting and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

The Company will seek the Independent Shareholders' approval for the Acquisition at the EGM.

## **APPOINTMENT OF THE INDEPENDENT FINANCIAL ADVISER**

The Company has established the Independent Board Committee to advise the Independent Shareholders in connection with the SP Agreement and the transactions contemplated thereunder. The Independent Board Committee has approved the appointment of Gram Capital Limited as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in connection with the SP Agreement and the transactions contemplated thereunder.

## **GENERAL**

A circular containing, among others, (i) further details of the SP Agreement and the transactions contemplated thereunder; (ii) a letter from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from Gram Capital Limited to the Independent Board Committee and the Independent Shareholders in relation to the SP Agreement and the transactions contemplated thereunder; and (iv) the notice of EGM, will be despatched to the Shareholders on or before 30 June 2016 as more time is required for the preparation of the information contained therein.

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

## THE SP AGREEMENT

The Board is pleased to announce that after trading hours on 13 May 2016, the Purchasers, the Vendors, the Guarantor and the Target entered into the SP Agreement pursuant to which the Purchasers have conditionally agreed to acquire, and the Vendors have conditionally agreed to sell, the entire equity interest of the Target in aggregate (as at the date of the SP Agreement and as at Completion) at the aggregate consideration of RMB550 million in cash.

### Date

13 May 2016

### Parties

(1) the Purchasers:

- (i) Purchaser A – 深圳市雲海情天文化傳播有限公司 (Shenzhen Yunhai Qingtian Cultural Broadcasting Co., Ltd.) (the English name is for identification purposes only), an indirect wholly-owned subsidiary of the Company; and
- (ii) Purchaser B – 深圳市浩祥投資有限公司 (Shenzhen Haoxiang Investment Co., Ltd.) (the English name is for identification purposes only), a company indirectly wholly owned by the Guarantor;

(2) the Vendors:

- (i) Vendor A – 畢建偉 (Mr. Bi Jianwei), one of the Founders;
- (ii) Vendor B – 倪凱 (Mr. Ni Kai), one of the Founders;
- (iii) Vendor C – 經緯(杭州)創業投資合夥企業(有限合夥) (Jingwei (Hangzhou) Venture Investment Partnership Enterprise (Limited Partnership)) (the English name is for identification purposes only), a limited partnership established in the PRC; and
- (iv) Vendor D – 北京紅杉信遠股權投資中心(有限合夥) (Beijing Hongshan Xinyuan Equity Investment Centre (Limited Partnership)) (the English name is for identification purposes only), a limited partnership established in the PRC;

(3) the Guarantor:

Mr. Liu Xiaosong, the Chairman of the Board and an executive Director; and

(4) the Target:

北京掌文信息技術有限公司 (Beijing Jiangwen Information Technology Co., Ltd.) (the English name is for identification purposes only), a company established in the PRC with limited liability.

The Guarantor joined as a party to the SP Agreement to guarantee the performance and observance by Purchaser B of its payment and other obligations and responsibilities under the SP Agreement.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries:

- (1) each of the Vendors and (where applicable) their ultimate beneficial owners is an Independent Third Party;
- (2) Purchaser B, a company established in the PRC with limited liability, is principally engaged in the investment business;
- (3) Vendor C, a limited partnership established in the PRC, is principally engaged in the venture capital business; and
- (4) Vendor D, a limited partnership established in the PRC, is principally engaged in the venture capital business.

#### **Assets to be acquired**

In accordance with the terms and conditions of the SP Agreement, Purchaser A and Purchaser B have conditionally agreed to acquire 35% and 65% of the equity interest of the Target respectively as at the date of this announcement and as at Completion, free from all encumbrances and third party rights, from the Vendors in the Selling Proportion as follows:

<b>Name of the Vendors</b>	<b>Approximate % of the equity interest of the Target held and to be sold by each Vendor</b>
Vendor A	43.94%
Vendor B	11.74%
Vendor C	24.32%
Vendor D	20.00%
<b>Total:</b>	<b>100.00%</b>

## Consideration

The total consideration for the acquisition of the entire equity interest of the Target by the Purchasers is RMB550 million (equivalent to approximately HK\$654,762,000) which comprises two parts:

- (1) RMB500 million (equivalent to approximately HK\$595,238,000) as basic consideration (“**Basic Consideration**”), which shall be payable in cash by Purchaser A as to 35% (i.e. RMB175 million (equivalent to approximately HK\$208,333,000)) (“**Relevant Basic Consideration**”) and Purchaser B as to 65% (i.e. RMB325 million (equivalent to approximately HK\$386,905,000)) to the Vendors (or to their order); and

The amount of the Basic Consideration to be received by each of the Vendors under the SP Agreement shall be calculated by multiplying the total amount of the Basic Consideration by the Selling Proportion which relates to the relevant Vendor.

- (2) RMB50 million (equivalent to approximately HK\$59,524,000) as founders’ consideration (“**Founders’ Consideration**”), which shall be payable in cash by Purchaser A as to 35% (i.e. RMB17.5 million (equivalent to approximately HK\$20,833,000)) (“**Relevant Founders’ Consideration**”) and Purchaser B as to 65% (i.e. RMB32.5 million (equivalent to approximately HK\$38,690,000)) to the Founders (or collectively to their order).

Based on the above, the Consideration for the Acquisition payable by Purchaser A is RMB192.5 million (equivalent to approximately HK\$229,167,000), comprising the Relevant Basic Consideration of RMB175 million (equivalent to approximately HK\$208,333,000) and the Relevant Founders’ Consideration of RMB17.5 million (equivalent to approximately HK\$20,833,000).

The Consideration is determined by the Group and the Vendors after arm’s length negotiations with reference to, among other factors, (i) publicly available information in relation to recent acquisitions of companies engaging in businesses similar to the Target Group; (ii) the copyrights accessible by the Target Group which is in line with the layout for prime copyrights of the Group as detailed in the section headed “Reasons for and benefits of the Acquisition”; and (iii) the business prospects of Target Group.

## Payment of the Consideration

The Consideration, comprising the Relevant Basic Consideration of RMB175 million (equivalent to approximately HK\$208,333,000) and the Relevant Founders’ Consideration of RMB17.5 million (equivalent to approximately HK\$20,833,000), shall be payable by Purchaser A to the Vendors in cash in the following manner:

### *Relevant Basic Consideration:*

- (a) as to RMB17.5 million (equivalent to approximately HK\$20,833,000) shall be paid to the Vendors on the 10th Business Day after the fulfilment or waiver (as the case may be) of all the Conditions (“**First Payment**”);

- (b) as to RMB70 million (equivalent to approximately HK\$83,333,000) shall be paid to the Vendors (or to their order) on or before the 10th Business Day from completion of the registration of change in equity of the Target to the name of the Purchasers with the State Administration for Industry & Commerce of the PRC;
- (c) as to RMB70 million (equivalent to approximately HK\$83,333,000) shall be paid to the Vendors on or before the 10th Business Day from the issue of the 2016 audit report of the Target by an auditor to be designated by the Purchasers (and in any event no later than 15 April 2017)(“**Third Payment Date**”); and
- (d) as to RMB17.5 million (equivalent to approximately HK\$20,833,000) shall be paid to the Vendors on or before the 10th Business Day from the issue of the 2017 audit report of the Target by an auditor to be designated by the Purchasers (and in any event no later than 15 April 2018).

***Relevant Founders’ Consideration:***

- (a) as to RMB17.5 million (equivalent to approximately HK\$20,833,000) shall be paid to the Founders (or collectively to their order) subsequent to the signing of the Consultancy Services Agreements (as defined below) and in any event no later than the Third Payment Date.

The Consideration will be funded by internal resources of the Group.

**Conditions Precedent**

Completion is subject to the fulfilment or (if applicable) waiver by the Purchasers of the following Conditions:

- (1) the Purchasers having obtained the approval by their respective boards of directors and shareholders for the transactions under the SP Agreement as required by applicable laws and constitutional documents;
- (2) the Target having obtained the approval by its board of directors and shareholders for the transactions under the SP Agreement as required by applicable laws and constitutional documents;
- (3) the Founders and the Target having delivered the unaudited financial statements (including the consolidated balance sheet, income statement and cash flow statement) of the Target for the period from 31 March 2016 to the last date of the last full calendar month preceding the date on which all Conditions are fulfilled or waived (“**Effective date**”) to the Purchasers; and
- (4) Vendor C and Vendor D having issued a letter of waiver in relation to the waiver of certain obligations under shareholders’ agreement and capital injection agreement entered into between the Target and the Vendors to the Founders and the Target.

If Conditions (2), (3) and (4) above have not been fulfilled (or waived by the Purchasers as stated above) by 30 July 2016, the Purchasers may choose to:

- (a) waive all unfulfilled Conditions and proceed with Completion under acceptable circumstances, without prejudice to the damages and compensation to which the Purchasers entitled under the SP Agreement; or
- (b) terminate the SP Agreement, without prejudice to the damages and compensation to which the Purchasers entitled under the SP Agreement; or
- (c) postpone the Effective Date to a later date.

If Condition (1) above has not been fulfilled (or waived by the Purchasers as stated above) by 30 July 2016:

- (a) the Purchasers may choose to terminate the SP Agreement; or
- (b) the Vendors and the Purchasers may mutually agree to postpone the Effective Date to a later date.

## **Completion**

Subject to the fulfilment or waiver (as the case may be) of all the Conditions, Completion shall take place within 30 Business Days from the date of receipt of the First Payment by the Vendors.

Immediately after Completion, the Company will own 35% of the equity interest of the Target and the remaining 65% equity interest will be owned by Purchaser B, a company indirectly wholly owned by the Guarantor.

## **Other major terms**

### ***Consultancy Services Agreements***

Each of the Founders should enter into a consultancy services agreement (collectively, the “**Consultancy Services Agreements**”) for a duration of not less than three years with the Purchasers and the Target prior to the payment of the Founders’ Consideration.

### ***Management and appointment of officers of the Target***

In order to ensure the continued stability of the business of the Target Group, following Completion, the Target will appoint Vendor A as the chief executive officer of the Target and Vendor B as the executive vice president of the Target for a duration of not less than one year.



### ***Non-competition***

During the tenure of office of Vendor A and Vendor B as the chief executive officer and executive vice president of the Target and for a period of two years after cessation of their respective employments, each of Vendor A and Vendor B has undertaken not to, in any circumstances, operate or be employed in any way which brings him into direct competition or conflict of interest with the production or adaptation of literary works into audio books, cartoons, comics, games for licensing; and provision of works of literature and reading services.

### **INFORMATION OF THE TARGET GROUP**

The Target is a company established in the PRC with limited liability. As at the date of this announcement, the Target has two wholly-owned subsidiaries, namely Beijing Heiyan and Tianjin Heiyan, both being companies established in the PRC.

The Target Group is principally engaged in incubation and operation of prime copyrights, including but not limited to, the provision of pay-to-read services on the Target's websites; and the licensing of authorisation to use and adaptation to cartoons, comics, audio works, mobile games, network drama, television drama and movies. The shareholding structure of the Target as at the date of this announcement is set out in the paragraph headed "The SP Agreement – Assets to be acquired" above.

Set out below is the summary of the key financial information extracted from the audited consolidated financial statements of the Target for the year ended 31 December 2014 and the unaudited consolidated financial statements of the Target for the year ended and 31 December 2015:

	<b>For the year ended 31 December 2015</b> (unaudited) <i>(Unit: RMB'000)</i>	<b>For the year ended 31 December 2014</b> (audited) <i>(Unit: RMB'000)</i>
Turnover	58,494	22,637
Profit/(loss) before taxation	795	(7,139)
Profit/(loss) after taxation	795	(7,170)

The unaudited consolidated total asset value and unaudited consolidated net asset value of the Target as at 31 December 2015 were approximately RMB45,488,000 (equivalent to approximately HK\$54,152,000) and RMB34,582,000 (equivalent to approximately HK\$41,169,000) respectively.



## **REASONS FOR AND BENEFITS OF THE ACQUISITION**

The Group is principally engaged in the provision of digital entertainment services, including game publishing services and music-based entertainment services as well as property investment in the PRC.

The Group has been endeavouring to strengthen the layout for prime copyrights. The Group intends to capture the increased demand in both the mobile games and mobile music markets by means of upstream or downstream strategic expansion of the industry chain such as mobile game developer, mobile game related copyright content developer/platform, music content developer/platform, online publishing channel and other cultural and entertainment platform, etc.

The Target Group is principally engaged in incubation and operation of prime copyrights, including but not limited to the provision of pay-to-read services on the Target's websites; and the licensing of authorisation to use and adaptation to cartoons, comics, audio works, mobile games, network drama, television drama and movies.

The Acquisition is in line with the Group's strategic layout for prime copyrights. Popular online literature works accumulate large numbers of fans through the internet. This shows the value of copyrights relating to online literature and the vast potential for growth and the cross-over of online literature works into other areas of multimedia such as films, television drama, and games.

The Target principally operates three online literature platforms, namely "Hei Yan" (黑岩), "Ruo Chu" (若初) and "Ruo Xia" (若夏). The Target Group has access to over 5,000 quality copyrights relating to network literature through signing copyright licence agreements or copyright transfer agreements with the respective copyright holders. The common duration for the licence to use the copyrights pursuant to such agreements is 10 years. The Target Group has access to certain prime copyrights. Among them, three works have already accumulated readerships of over 10 million, ten works have already accumulated readerships of over 1 million and numerous works have already been adapted into television drama. The Target Group has access to a large number of copyrights and the continual addition of new copyrights and copyright operation would allow plenty of room for growth.

The Acquisition would assist in the mobile games publishing business of the Group. Considering that large numbers of copyrights accessible to the Target Group are suitable for adaptation into games, the mobile games publishing business of the Group would benefit from the Acquisition as it would result in the Group being able to gain access to more content resources through the cooperation between it and the Target Group.

The Acquisition is expected to bring the Group financial returns. The Target Group already enjoys stable income through pay-to-read services, and in the wake of the growth in the copyright market, the Company expects that potential growth in the development and operation of copyrights (such as licensing of authorisation to use and adaptation to movies, television drama and games) would be huge.

The Directors are of the view that the Acquisition is in line with the Group's strategic layout for prime copyrights and would assist in the mobile games publishing business of the Group; it would also bring the Group financial returns and will be beneficial to the long term development of the Group.

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

The Guarantor, the Chairman of the Board and an executive Director, indirectly owns the entire equity interest of Purchaser B and is its sole director, and is considered to have a material interest in the Acquisition. As such, the Guarantor had abstained from voting at the meeting of the Board approving the SP Agreement and the transactions contemplated thereunder.

## **IMPLICATIONS UNDER THE LISTING RULES**

### **Discloseable transaction**

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

### **Connected transaction**

As at the date of this announcement, Purchaser B was indirectly wholly owned by the Guarantor, the Chairman of the Board and an executive Director. Purchaser B is an associate of the Guarantor and therefore a connected person of the Company for the purpose of Chapter 14A of the Listing Rules. Immediately after Completion, the Target will be owned as to 35% by the Group and 65% by Purchaser B. As a result of the Acquisition, the Group and Purchaser B will form a joint venture company and accordingly, the Acquisition also constitutes a connected transaction for the Company, and is subject to the announcement, reporting and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

The Company will seek the Independent Shareholders' approval for the Acquisition at the EGM.

## **APPOINTMENT OF THE INDEPENDENT FINANCIAL ADVISER**

The Company has established the Independent Board Committee to advise the Independent Shareholders in connection with the SP Agreement and the transactions contemplated thereunder. The Independent Board Committee has approved the appointment of Gram Capital Limited as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in connection with the SP Agreement and the transactions contemplated thereunder.

## **GENERAL**

The EGM will be convened to consider and, if thought fit, to approve the SP Agreement and the transactions contemplated thereunder. A circular containing, among others, (i) further details of the SP Agreement and the transactions contemplated thereunder; (ii) a letter from the Independent Board Committee to the Independent Shareholders; (iii) a letter of advice from Gram Capital Limited to the Independent Board Committee and the Independent Shareholders in relation to the SP Agreement and the transactions contemplated thereunder; and (iv) the notice of EGM, will be despatched to the Shareholders on or before 30 June 2016 as more time is required for the preparation of the information contained therein.

As at the date of this announcement, the Guarantor, the Chairman of the Board and an executive Director, and parties acting in concert with him were interested in 609,701,398 Shares, representing approximately 33.22% of the issued share capital of the Company. The Guarantor is considered to have a material interest in the Acquisition by virtue of his interests in Purchaser B and he and his associates who are Shareholders will be required to abstain from voting on the resolution(s) approving the SP Agreement and the transactions contemplated thereunder at the EGM.

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

## **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following words and expressions shall have the meanings set out below when used herein:

“Acquisition”	the conditional acquisition of 35% equity interest of the Target by Purchaser A pursuant to the terms and conditions of the SP Agreement
“associate”	has the meaning ascribed to it under the Listing Rules
“Beijing Heiyan”	北京黑岩信息技術有限公司 (Beijing Heiyan Information Technology Co., Ltd.) (the English name is for identification purposes only), a company established in the PRC and a wholly-owned subsidiary of the Target

“Board”	the board of Directors
“Business Day(s)”	the statutory working day(s) in the PRC (excluding Saturdays, Sundays and statutory holidays)
“Company”	A8 New Media Group Limited (A8新媒體集團有限公司), a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange (stock code: 800)
“Completion”	the completion of the registration of change in equity of the Target to the name of the Purchasers with the State Administration for Industry & Commerce of the PRC in accordance with the terms and conditions of the SP Agreement
“Condition(s)”	the conditions precedent to which Completion is subject as set out in the paragraph headed “The SP Agreement – Conditions Precedent” in this announcement
“connected person”	has the meaning ascribed to it under the Listing Rules
“Consideration”	the total consideration for the Acquisition, being RMB192.5 million, payable by the Group
“Director(s)”	the director(s) of the Company
“EGM”	an extraordinary general meeting of the Company to be convened and held for the Independent Shareholders to consider and, if thought fit, to approve the SP Agreement and the transactions contemplated thereunder
“Founders”	Vendor A and Vendor B
“Group”	the Company and its subsidiaries
“Guarantor”	Mr. Liu Xiaosong, the Chairman of the Board and an executive Director
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the independent board committee, comprising all independent non-executive Directors, formed to advise the Independent Shareholders in respect of the SP Agreement and the transactions contemplated thereunder

“Independent Shareholders”	the Shareholders, other than the Shareholders who have a material interest in the transactions contemplated under the SP Agreement (i.e. Shareholders other than the Guarantor and his associates)
“Independent Third Party(ies)”	third party(ies) who is independent of and not connected with the Company and its connected persons
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China (excluding, for the purposes of this announcement, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan)
“Purchaser A”	深圳市雲海情天文化傳播有限公司 (Shenzhen Yunhai Qingtian Cultural Broadcasting Co., Ltd.) (the English name is for identification purposes only), a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“Purchaser B”	深圳市浩祥投資有限公司 (Shenzhen Haoxiang Investment Co., Ltd.) (the English name is for identification purposes only), a company established in the PRC with limited liability and a company indirectly wholly owned by the Guarantor
“Purchasers”	Purchaser A and Purchaser B
“RMB”	Renminbi, the lawful currency of the PRC
“Selling Proportion”	as among the Vendors, as to 43.94% by Vendor A, 11.74% by Vendor B, 24.32% by Vendor C and 20% by Vendor D
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“SP Agreement”	the agreement dated 13 May 2016 entered into by and among the Purchasers, the Vendors, the Guarantor and the Target in relation to the sale and purchase of the entire equity interest of the Target
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Target”	北京掌文信息技術有限公司 (Beijing Jiangwen Information Technology Co., Ltd.) (the English name is for identification purposes only), a company established in the PRC with limited liability

“Target Group”	the Target and its subsidiaries, namely Beijing Heiyan and Tianjin Heiyan
“Tianjin Heiyan”	天津黑岩信息技術有限公司 (Tianjin Heiyan Information Technology Co., Ltd.) (the English name is for identification purposes only), a company established in the PRC and a wholly-owned subsidiary of the Target
“Vendor A”	畢建偉 (Mr. Bi Jianwei)
“Vendor B”	倪凱 (Mr. Ni Kai)
“Vendor C”	經緯 (杭州) 創業投資合夥企業 (有限合夥) (Jingwei (Hangzhou) Venture Investment Partnership Enterprise (Limited Partnership)) (the English name is for identification purposes only), a limited partnership established in the PRC
“Vendor D”	北京紅杉信遠股權投資中心(有限合夥)(Beijing Hongshan Xinyuan Equity Investment Centre (Limited Partnership)) (the English name is for identification purposes only), a limited partnership established in the PRC
“Vendors”	Vendor A, Vendor B, Vendor C and Vendor D
%	per cent

*For the purpose of this announcement, all amounts denominated in RMB has been translated into HK\$ using the exchange rate of RMB0.84:HK\$1. 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.*

By order of the Board  
**A8 New Media Group Limited**  
**Liu Xiaosong**  
*Chairman*

Hong Kong, 13 May 2016

*As at the date of this announcement, the Board of Directors comprises:*

- (1) executive Directors namely Mr. Liu Xiaosong and Mr. Liu Pun Leung; and*
- (2) independent non-executive Directors namely Mr. Chan Yiu Kwong, Ms. Wu Shihong and Mr. Song Ke.*