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If you have sold or transferred all your shares in Global Tech (Holdings) Limited, you should at once hand this document to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

The Company has a primary listing on The Stock Exchange of Hong Kong Limited and a secondary listing on Singapore Exchange Securities Trading Limited. Shareholders should take note that as The Stock Exchange of Hong Kong Limited is the principal stock exchange on which the Shares are listed and Singapore Exchange Securities Trading Limited is the secondary stock exchange on which the Shares are listed, the Company is not required to observe the continuing listing requirements of Singapore Exchange Securities Trading Limited, provided that it undertakes to release information to Singapore Exchange Securities Trading Limited and the Singapore Shareholders at the same time as such information is required to be released to The Stock Exchange of Hong Kong Limited and the Shareholders in Hong Kong.

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GLOBAL TECH (HOLDINGS) LIMITED

耀科國際（控股）有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 143)

**PROPOSALS FOR RE-ELECTION
OF RETIRING DIRECTORS,
GENERAL MANDATES
TO ISSUE AND REPURCHASE SHARES
AND ADOPTION OF SHARE OPTION SCHEME,
AND NOTICE OF ANNUAL GENERAL MEETING**

A notice of annual general meeting of Global Tech (Holdings) Limited to be held at Taishan Room, Level 5, Island Shangri-La Hong Kong, Pacific Place, Supreme Court Road, Central, Hong Kong on Friday, 6 March 2015 at 11:00 a.m. is set out on pages 23 to 26 of this document. Whether or not you are able to attend the meeting in person, please complete the enclosed form of proxy in accordance with the instructions printed thereon and return it to the Company's head office and principal place of business in Hong Kong at 2903 Prosperity Place, 6 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong as soon as practicable and in any event not later than 48 hours before the time appointed for holding the meeting. Completion and return of the form of proxy will not preclude you from attending and voting in person at the meeting or any adjourned meeting should you so wish.

30 January 2015

* *For identification purpose only*

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DEFINITIONS

In this document, unless the context otherwise requires, the following expressions have the following meanings:

| | |
|--------------------------|--|
| “Adoption Date” | the date on which the Share Option Scheme is approved and adopted by the shareholders of the Company at the Annual General Meeting |
| “Annual General Meeting” | the annual general meeting of the Company to be held at Taishan Room, Level 5, Island Shangri-La Hong Kong, Pacific Place, Supreme Court Road, Central, Hong Kong on Friday, 6 March 2015 at 11:00 a.m. or any adjournment thereof |
| “Articles” | the articles of association of the Company |
| “associate” | has the meaning ascribed to it in the Listing Rules |
| “Auditors” | the auditors for the time being of the Company |
| “Board” | the board of Directors of the Company |
| “Business Day” | a day on which the Stock Exchange is open for the business of dealing in securities |
| “Cancelled Shares” | those Shares which were the subject of Options which had been granted and accepted but have been cancelled. For the avoidance of doubt, Shares which were the subject of Options which have lapsed in accordance with the Share Option Scheme are excluded for the purpose of calculating the number of Cancelled Shares |
| “CDP” | The Central Depository (Pte) Limited |
| “close associate” | has the meaning ascribed to it in the Listing Rules |
| “Commencement Date” | in respect of an Option, the Business Day upon which such Option is deemed to be granted and accepted in accordance with the Share Option Scheme |
| “Company” | Global Tech (Holdings) Limited |
| “Connected Person” | has the meaning ascribed to it in the Listing Rules |
| “Core Connected Person” | has the meaning ascribed to it in the Listing Rules |

DEFINITIONS

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| “Depositor” | as defined in Section 130A of the Companies Act, Chapter 50 of Singapore |
| “Director(s)” | director(s) of the Company |
| “Eligible Participant” | any individual whom the Board considers, in its sole discretion, has contributed to the Group |
| “Exercise Price” | the price per Share, determined by the Board, at which a Grantee may subscribe for Shares on the exercise of an Option |
| “Expiry Date” | in respect of an Option, the date of the expiry of the Option as may be determined by the Board which shall not be later than the 10th anniversary of the Commencement Date in respect of such Option |
| “Grantee” | any Eligible Participant who accepts the offer of the grant of an Option in accordance with the rules of this Scheme or (where the context so permits) a person or persons who, in accordance with the law of succession applicable in respect of the death of such Eligible Participant is, or are entitled to exercise the Option accepted by such Eligible Participant (to the extent not already exercised) in consequence of the death of such Eligible Participant |
| “Group” | the Company and its subsidiaries |
| “HK\$” | Hong Kong dollars, the lawful currency of Hong Kong |
| “Hong Kong” | Hong Kong Special Administrative Region of the People’s Republic of China |
| “Latest Practicable Date” | 22 January 2015, being the latest practicable date prior to the printing of this document for the purpose of ascertaining certain information contained herein |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange |
| “Offer Date” | in respect of an Option, the date on which such Option is offered to an Eligible Participant, which must be a Business Day |

DEFINITIONS

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| “Option” | a right to subscribe for Shares granted pursuant to the Share Option Scheme and the offer document |
| “Option Period” | in respect of an Option, the period commencing on the Commencement Date or such later date as the Board may decide in respect of each Option and expiring on the Expiry Date for such Option |
| “Repurchase Mandate” | the general mandate proposed to be granted to the Directors to exercise the power of the Company to repurchase Shares in the manner set out in the notice of the Annual General Meeting |
| “Securities Account” | a securities account maintained by a Depositor with CDP but does not include a securities sub-account |
| “Share(s)” | share(s) of HK\$0.01 each in the share capital of the Company |
| “Shareholders” | shareholders of the Company |
| “Share Option Scheme” or “this Scheme” | the share option scheme of the Company proposed to be approved and adopted at the Annual General Meeting, a summary of the principal terms of which is set out in Appendix II to this document |
| “Singapore Shareholders” | Shareholders whose names appear on the principal register of members of the Company except that where the Shareholder is CDP, this term shall, in relation to such Shares and where the context admits, mean the Depositors whose Securities Accounts are credited with the Shares |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited |
| “substantial shareholder” | has the meaning ascribed to it in the Listing Rules |
| “Takeovers Code” | the Code on Takeovers and Mergers |

LETTER FROM THE BOARD



GLOBAL TECH (HOLDINGS) LIMITED

耀科國際（控股）有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 143)

Executive Directors:

Mr. SY Ethan, Timothy

Chairman and Chief Executive Officer

Mr. SUNG Yee Keung, Ricky

Non-executive Director:

Mr. KO Wai Lun, Warren

Independent Non-executive Directors:

Mr. Andrew David ROSS

Mr. Geoffrey William FAWCETT

Mr. Charles Robert LAWSON

Registered office:

P.O. Box 309

Ugland House

George Town

Grand Cayman KY1-1104

Cayman Islands

*Head office and principal place of
business in Hong Kong:*

2903 Prosperity Place

6 Shing Yip Street

Kwun Tong

Kowloon

Hong Kong

30 January 2015

To the Shareholders

Dear Sir or Madam,

**PROPOSALS FOR RE-ELECTION
OF RETIRING DIRECTORS,
GENERAL MANDATES
TO ISSUE AND REPURCHASE SHARES
AND ADOPTION OF SHARE OPTION SCHEME,
AND NOTICE OF ANNUAL GENERAL MEETING**

INTRODUCTION

The purpose of this document is to provide the Shareholders with details regarding (i) the proposed re-election of the retiring Directors, (ii) the proposed grant of general mandates to the Directors to issue and repurchase Shares, and (iii) the proposed adoption of the Share Option Scheme. Such proposals will be dealt with at the Annual General Meeting.

* *For identification purpose only*

LETTER FROM THE BOARD

RE-ELECTION OF THE RETIRING DIRECTORS

In accordance with Article 116 of the Articles, one-third of the Directors (other than the chief executive officer, managing Director or joint managing Director) for the time being, or, if their number is not three or a multiple of three, then the number nearest to, but not less than, one-third shall retire from office at each annual general meeting of the Company, provided nevertheless that every Director (other than the chief executive officer, managing Director or joint managing Director) shall be subject to retirement by rotation at the annual general meeting held in the third year following the year of his last re-election. In this connection, Mr. SUNG Yee Keung, Ricky and Mr. KO Wai Lun, Warren will retire and, being eligible, offer themselves for re-election at the Annual General Meeting.

Details of the retiring Directors who are proposed to be re-elected at the Annual General Meeting are as follows:

1. Mr. SUNG Yee Keung, Ricky, aged 49, is an Executive Director of the Company. He joined the Group in 1993 and is responsible for the Group's strategic planning. Mr. Sung has over 22 years of experience in the customer telecommunications industry and over 25 years of trading experience in the People's Republic of China. Except the directorship in the Company, Mr. Sung has not held any other directorship in public companies the securities of which are listed on any securities market in Hong Kong or overseas during the last three years. He is not connected with any Directors, senior management of the Company or any substantial or controlling Shareholders. Mr. Sung is interested in 72,913,303 Shares within the meaning of Part XV of the Securities and Futures Ordinance.

A service contract has been entered into between Mr. Sung and the Company which is for a term of two years subject to retirement by rotation and re-appointment in accordance with the Articles. He is not entitled to any Director's fee. During the year ended 30 September 2014, Mr. Sung received total salary of HK\$360,000, which is determined by his skills, knowledge, individual performance as well as the scope of responsibility and accountability in the Company, taking into consideration of the Company's performance and profitability, remuneration level of comparable companies in the industry and prevailing market conditions.

Save as disclosed above, there is no information required to be disclosed pursuant to the requirements of Rule 13.51(2) of the Listing Rules nor are there any other matters that need to be brought to the attention of the Shareholders.

LETTER FROM THE BOARD

2. Mr. KO Wai Lun, Warren, aged 47, is a Non-executive Director of the Company since 2003. He was a partner of Richards Butler, an international law firm, between 2001 and 2005. Mr. Ko is currently a partner at the law firm, Robertsons and specialises in corporate finance work including initial public offerings, mergers and acquisitions and restructuring. Educated in England and Canada, Mr. Ko obtained his Bachelor of Science Degree from Simon Fraser University in Canada and Bachelor of Laws Degree in England. He is qualified to practise law in both England and Wales and Hong Kong. Except the directorship in the Company, Mr. Ko has not held any other directorship in public companies the securities of which are listed on any securities market in Hong Kong or overseas during the last three years. He is not connected with any Directors, senior management of the Company or any substantial or controlling Shareholders. Mr. Ko is not interested in any Shares within the meaning of Part XV of the Securities and Futures Ordinance.

A service contract has been entered into between Mr. Ko and the Company which is for a term of two years subject to retirement by rotation and re-appointment in accordance with the Articles. Pursuant to his service contract, Mr. Ko receives a Director's fee of HK\$35,000 per month which is determined with reference to his experience, duties and market trends.

Save as disclosed above, there is no information required to be disclosed pursuant to the requirements of Rule 13.51(2) of the Listing Rules nor are there any other matters that need to be brought to the attention of the Shareholders.

Both the Board and the Nomination Committee consider the re-election of Mr. SUNG Yee Keung, Ricky as Executive Director and Mr. KO Wai Lun, Warren as Non-executive Director is in the best interests of the Company and the Shareholders as a whole. The proposed re-election of the above two Directors will be considered by separate resolutions at the Annual General Meeting.

LETTER FROM THE BOARD

GENERAL MANDATES

At the Annual General Meeting, separate ordinary resolutions will be proposed to renew the general mandates given to the Directors (i) to allot, issue and otherwise deal with Shares not exceeding in aggregate 20% of the aggregate nominal amount of the share capital of the Company in issue at the date of the passing of such resolution; (ii) to repurchase Shares comprising the aggregate nominal amount of which does not exceed 10% of the aggregate nominal amount of the issued share capital of the Company at the date of the passing of such resolution; and (iii) to add the aggregate amount of the Shares repurchased by the Company to the general mandate to the Directors to allot new Shares of up to 20% of the issued share capital of the Company.

The mandates to issue and repurchase Shares granted at the annual general meeting held on 7 March 2014 will lapse at the conclusion of the Annual General Meeting. Resolutions nos. 4A to 4C set out in the notice of Annual General Meeting will be proposed at the Annual General Meeting to renew these mandates. With reference to these resolutions, the Directors wish to state that they have no present intention to exercise the power of the Company to repurchase any Shares or to issue any new Shares pursuant to the relevant mandates.

The explanatory statement required by the Listing Rules to be sent to the Shareholders in connection with the proposed Repurchase Mandate is set out in Appendix I to this document. This contains all the information reasonably necessary to enable the Shareholders to make an informed decision on whether to vote for or against the relevant resolutions.

PROPOSED ADOPTION OF SHARE OPTION SCHEME

The Company currently does not have any share option scheme. In order to provide the Company with a flexible means of giving incentive to, rewarding, remunerating, compensating and/or providing benefits to the Eligible Participants and for such other purposes as the Directors may approve from time to time, the Board proposes to adopt the Share Option Scheme.

The rules of the Share Option Scheme provide that the Board has the authority to specify the Eligible Participants and to set terms and conditions in the grant of the Options, in particular, the number of Options to be granted, the Exercise Price and the Option Period. With such authority and flexibility, the Board may assess the circumstance of each Eligible Participant and impose different terms and conditions in the grant of the Options as it considers appropriate with a view to achieving the purpose of the Share Option Scheme.

The Share Option Scheme constitutes a share option scheme governed by Chapter 17 of the Listing Rules and the adoption of the Share Option Scheme is subject to the approval of the Shareholders at the Annual General Meeting and the Stock Exchange granting approval for the listing of, and permission to deal in, the Shares which may fall to be allotted and issued upon the exercise of the subscription rights attaching to the Options that may be granted under the Share Option Scheme.

LETTER FROM THE BOARD

The Directors consider it inappropriate to state the value of all Options that can be granted pursuant to the Share Option Scheme as if they had been granted at the Latest Practicable Date because a number of variables which are crucial for the calculation of the Options' value cannot be determined. Such variables include the exercise price, exercisable period, any conditions which the Options are subject to and other relevant variables. The Directors believe that any statement regarding the value of the Options based on a large number of assumptions will not be meaningful and may be misleading to the Shareholders.

None of the Directors is a trustee of the Share Option Scheme or has a direct or indirect interest in the trustee of the Share Option Scheme.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the resolution approving the Share Option Scheme. No Shareholder has a material interest in the proposed adoption of the Share Option Scheme.

A summary of the principal terms of the Share Option Scheme is set out in Appendix II to this document. A copy of the Share Option Scheme is available for inspection at the head office and principal place of business of the Company in Hong Kong at 2903 Prosperity Place, 6 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong during normal business hours for the period from the date hereof up to and including the date of the Annual General Meeting and will be available for inspection at the Annual General Meeting.

ANNUAL GENERAL MEETING

A notice of the Annual General Meeting is set out on pages 23 to 26 of this document.

A form of proxy for the Annual General Meeting is enclosed herewith. Whether or not you intend to be present at the Annual General Meeting, you are requested to complete the form of proxy and return it to the Company's head office and principal place of business in Hong Kong at 2903 Prosperity Place, 6 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong in accordance with the instructions printed thereon as soon as practicable but in any event no later than 48 hours before the time appointed for holding the Annual General Meeting. The completion and return of the form of proxy will not preclude you from attending and voting in person at the Annual General Meeting or any adjourned meeting should you so wish.

VOTING AT THE ANNUAL GENERAL MEETING

Pursuant to Rule 13.39(4) of the Listing Rules, all resolutions set out in the notice of the Annual General Meeting must be decided by poll. The Chairman of the meeting will therefore demand a poll for every resolution put to the vote of the Annual General Meeting pursuant to Article 80 of the Articles.

LETTER FROM THE BOARD

RESPONSIBILITY STATEMENT

This document, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this document 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 document misleading.

RECOMMENDATION

The Directors consider that the proposed re-election of the retiring Directors, the proposed grant of general mandates to the Directors to issue and repurchase Shares, and the proposed adoption of the Share Option Scheme are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend all Shareholders to vote in favour of the ordinary resolutions to be proposed at the Annual General Meeting in respect thereof.

Yours faithfully,
For and on behalf of
Global Tech (Holdings) Limited
SY Ethan, Timothy
Chairman

APPENDIX I EXPLANATORY STATEMENT TO REPURCHASE MANDATE

The following is the explanatory statement required to be sent to the Shareholders under the Listing Rules in connection with the Repurchase Mandate proposed to be passed by the Shareholders as an ordinary resolution at the Annual General Meeting.

1. SHARE CAPITAL

It will be proposed at the Annual General Meeting to be held on 6 March 2015 an ordinary resolution to grant the Repurchase Mandate to the Directors up to 10% of the Shares in issue as at the date of the passing of such resolution.

As at the Latest Practicable Date, the authorised share capital of the Company was HK\$200,000,000 divided into 20,000,000,000 Shares, of which 5,165,973,933 Shares were in issue. On such basis (and assuming no further Shares are issued or repurchased by the Company prior to the Annual General Meeting), the Directors would be authorised to repurchase up to 516,597,393 Shares.

2. REASONS FOR THE REPURCHASE

The Directors believe that it is in the best interests of the Company and its Shareholders for the Directors to have a general authority from the Shareholders to enable the Directors to repurchase Shares on the market. Such repurchases may, depending on market conditions and funding arrangement at the time, lead to an enhancement of the net asset value of the Company and/or its earnings per Share and will only be made when the Directors believe that such repurchases will benefit the Company and the Shareholders.

3. FUNDING OF REPURCHASES AND IMPACT ON REPURCHASES

Repurchases must be made out of funds which are legally available for such purpose in accordance with the memorandum and articles of association of the Company and the laws of the Cayman Islands. It is envisaged that the funds required for any repurchases would be derived from the distributable profits of the Company.

There may be material adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in its most recent published audited financial statements for the year ended 30 September 2014) in the event that the proposed repurchases of Shares were to be carried out in full at any time during the proposed repurchase period. However, the Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital of the Company or its gearing level which in the opinion of the Directors is from time to time appropriate for the Company.

APPENDIX I EXPLANATORY STATEMENT TO REPURCHASE MANDATE

4. SHARE PRICES

The highest and lowest prices at which the Shares were traded on the Stock Exchange in each of the previous twelve months up to and including the Latest Practicable Date are as follows:

| | Highest | Lowest |
|--|----------------|---------------|
| | <i>HK\$</i> | <i>HK\$</i> |
| January 2014 | 0.055 | 0.040 |
| February 2014 | 0.053 | 0.044 |
| March 2014 | 0.305 | 0.045 |
| April 2014 | 0.244 | 0.115 |
| May 2014 | 0.191 | 0.092 |
| June 2014 | 0.154 | 0.122 |
| July 2014 | 0.153 | 0.122 |
| August 2014 | 0.138 | 0.105 |
| September 2014 | 0.130 | 0.104 |
| October 2014 | 0.127 | 0.095 |
| November 2014 | 0.107 | 0.080 |
| December 2014 | 0.089 | 0.057 |
| January 2015 (up to and including the Latest Practicable Date) | 0.068 | 0.056 |

5. GENERAL

No Core Connected Persons of the Company have notified it of a present intention to sell Shares to the Company, or have undertaken not to sell any such Shares to the Company in the event that the Repurchase Mandate is granted by the Shareholders.

There are no Directors or (to the best of the knowledge of the Directors, having made all reasonable enquiries) any close associates of the Directors who have a present intention, in the event that the Repurchase Mandate is granted by the Shareholders, to sell Shares to the Company.

The Directors have undertaken to the Stock Exchange to exercise the power of the Company to make purchases pursuant to the Repurchase Mandate in accordance with the Listing Rules and the laws of the Cayman Islands.

If as a result of a share repurchase a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition of voting rights for the purposes of the Takeovers Code. As a result, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of the Company and thereby becoming obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

APPENDIX I EXPLANATORY STATEMENT TO REPURCHASE MANDATE

As at the Latest Practicable Date, according to the register kept pursuant to section 336 of the Securities and Futures Ordinance, Optimum Pace International Limited, which holds approximately 57% of the issued share capital of the Company, is the only substantial Shareholder holding more than 5% of the issued share capital of the Company. As such, no matter to what extent the Directors exercise the power to repurchase Shares pursuant to the Repurchase Mandate, Optimum Pace International Limited will not be obliged to make a mandatory offer under Rule 26 of the Takeovers Code.

Save as disclosed above, the Directors are not aware of any consequences which could arise under the Takeovers Code as a consequence of any purchases made pursuant to the Repurchase Mandate.

6. REPURCHASES MADE BY THE COMPANY

The Company has not repurchased any of its securities (whether on the Stock Exchange or otherwise) in the six months preceding the Latest Practicable Date.

The following is a summary of the principal terms of the Share Option Scheme proposed to be adopted at the Annual General Meeting but such summary does not form part of, nor was it intended to be, part of the Share Option Scheme nor should it be taken as affecting the interpretation of the rules of the Share Option Scheme.

1. PURPOSE OF THE SCHEME

The purpose of the Share Option Scheme is to enable the Company to grant Options to selected participants as incentives or rewards for their contribution to the Company and/or the subsidiaries of the Company.

2. ELIGIBLE PARTICIPANTS TO THE SHARE OPTION SCHEME

Eligible Participants include full time employees and directors of the Company or its subsidiaries; advisers, consultants, suppliers and agents to the Company or its subsidiaries and such other persons who, at the sole determination of the Board, have contributed to the Group.

3. GRANT OF OPTION

An Option shall be deemed to have been granted by the Company and accepted by the Eligible Participant and to have taken effect when the duplicate offer document constituting acceptance of the Option duly signed by the Eligible Participant together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof is received by the Company on or before the relevant acceptance date, being a Business Day not later than 30 days after the date on which the Option is offered. Such remittance shall in no circumstances be refundable.

4. OPTION PERIOD

Subject to the provisions in paragraphs 7.1 to 7.4 below, unless otherwise determined by the Board and subject to such conditions as the Board may in its absolute discretion think fit as specified in the offer document at the time of the Offer Date, an Option may be exercised at any time or times during a period to be notified by the Directors to each Eligible Participant and such period will not exceed ten year commencing on the Option is deemed to be granted and accepted in accordance with paragraph 3 above.

Unless otherwise determined by the Board and specified in the offer document at the time of the Offer Date, the Grantee is not required to achieve any performance targets before any Options can be exercised.

5. EXERCISE PRICE

The Exercise Price in relation to each Option offered shall be determined by the Board in its absolute discretion but in any event shall not be less than the higher of:

- (a) the closing price of the Shares as stated in the daily quotations sheet of the Stock Exchange on the Offer Date;
- (b) the average closing price of the Shares as stated in the daily quotations sheets of the Stock Exchange for the five Business Days immediately preceding the Offer Date; and
- (c) the nominal value of a Share.

6. RIGHTS ARE PERSONAL TO GRANTEE

An Option shall be personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option or attempt so to do (save that the Grantee may nominate a nominee in whose name the Shares issued pursuant to this Scheme may be registered). Any breach of the foregoing shall entitle the Company to cancel any outstanding Option or any part thereof granted to such Grantee.

7. LOSS OF ELIGIBILITY

7.1 If the Grantee is an employee or a director of the Company and/or any of its subsidiaries,

- (a) in the event of the Grantee ceasing to be an Eligible Participant by reason of such Grantee's resignation from the employment or services of the Company or any of its subsidiaries or the termination of his or her employment or services by the Company or the relevant subsidiary other than:
 - (i) on one or more of the grounds specified in paragraph 9(d); or
 - (ii) for any reason (including his or her death) during the 12-month period following the Commencement Date in respect of his or her Option,

the Grantee may, subject to paragraph 9(a), exercise the Option up to his or her entitlement at such date of cessation (to the extent not already exercised) on or before the date of such cessation, which date shall be the last actual working day on which the Grantee was at work or services with the Company, or the relevant subsidiary, on which salary or fee is paid whether in lieu of notice or not, or such longer period as the Board may determine;

- (b) in the event of the Grantee ceasing to be an Eligible Participant by reason of his or her retirement, the Grantee may, subject to paragraph 9(a), exercise the Option up to his or her entitlement at such date of cessation (to the extent not already exercised) within the period of one month following the date of such cessation, which date shall be the last actual working day on which the Grantee was at work or services with the Company, or the relevant subsidiary, on which salary or fee is paid whether in lieu of notice or not, or such longer period as the Board may determine;
 - (c) in the event of the Grantee ceasing to be an Eligible Participant by reason of his or her death, the legal personal representative(s) of the Grantee may, subject to paragraph 9(a), exercise the Option up to the Grantee's entitlement at such date of cessation (to the extent not already exercised) within the period of one month from the date of grant of the probate or letter of administration, or such longer period as the Board may determine;
- 7.2 If a general offer is made to all the holders of Shares (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror (as defined in the Takeovers Code)) and such offer becomes or is declared unconditional during the Option Period of the relevant Option, the Grantee shall be entitled to exercise the Option in full (to the extent not already exercised) at any time within one month after the date on which the offer becomes or is declared unconditional;
- 7.3 In the event a notice is given by the Company to its Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to all the Grantees (together with a notice of the existence of the provisions of this paragraph) on the same day as it gives notice of the meeting to its Shareholders and any Grantee may by notice in writing to the Company accompanied by a remittance of the full amount of the aggregate Exercise Price for the Shares in respect of which the notice is given (such notice to be received by the Company not later than four (4) Business Days prior to the proposed Shareholders' meeting) exercise the Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice and the Company shall as soon as possible and in any event no later than the Business Day immediately prior to the date of the proposed Shareholders' meeting, allot and issue such number of Shares to the Grantee which falls to be issued on such exercise of the Option credited as fully paid and register the Grantee as holder thereof; and

- 7.4 If, pursuant to the relevant laws of the jurisdictions in which the Company was incorporated, a compromise or arrangement between the Company and its members or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other companies, the Company shall give notice thereof to all the Grantees (together with a notice of the existence of the provisions of this paragraph) on the same day as it gives notice of the meeting to its members or creditors summoning the meeting to consider such a scheme or arrangement and any Grantee may by notice in writing to the Company accompanied by a remittance for the full amount of the aggregate Exercise Price for the Shares in respect of which the notice is given (such notice to be received by the Company not later than four (4) Business Days prior to the proposed meeting) exercise the Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice and the Company shall as soon as possible and in any event no later than the Business Day immediately prior to the date of the proposed meeting, allot and issue such number of Shares to the Grantee which falls to be issued on such exercise of the Option credited as fully paid and register the Grantee as holder thereof. With effect from the date of such meeting, the rights of all Grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent that they have not been exercised, lapse and determine. The Board shall endeavour to procure that the Shares issued as a result of the exercise of Options under this paragraph 7.4 shall for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement does not become effective and is terminated or lapses in accordance with the terms thereof, the rights of Grantees to exercise their respective Options shall with effect from such termination be restored in full but only upon the extent not already exercised and shall thereupon become exercisable (but subject to the other terms of this Scheme) (provided that the Option Period shall accordingly be extended by the length of the period of the suspension) as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its officers for any loss or damage sustained by any Grantee as a result of the aforesaid suspension.

8. RIGHTS ATTACHING TO SHARES

The Shares to be allotted upon the exercise of an Option shall be subject to all the provisions of the memorandum of association and articles of association of the Company for the time being in force and shall rank *pari passu* in all respect with and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company as attached to the fully paid Shares in issue as at the date of allotment and will entitle the holder to participate in all dividends or other distributions paid or made after the date of allotment other than any dividend or other distributions previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the date of allotment.

9. LAPSE OF OPTIONS

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (a) the Expiry Date relevant to that Option;
- (b) the expiry of any of the periods referred to in paragraph 7 above;
- (c) subject to paragraph 7.3, the date of commencement of the winding-up of the Company;
- (d) the date on which the Grantee ceases to be an Eligible Participant by reason of such Grantee's resignation from the employment or services of the Company or of any of its subsidiaries or the termination of his or her employment or services on the grounds that he or she has been guilty of serious misconduct, or has committed any act of bankruptcy or is unable to pay his or her debts or has become insolvent or has made any arrangement or has compromised with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty. A resolution of the Board to the effect that the employment or services of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph shall be conclusive;
- (e) the date on which the Board shall exercise the Company's right to cancel the Option at any time after the Grantee commits a breach of paragraph 6 or the Options are cancelled in accordance with paragraph 10; or
- (f) the date on which the Eligible Participant being an employee or a director of the Company and/or any of its subsidiaries leaves the services of the Group during the 12-month period following the Commencement Date in respect of his or her particular Option.

10. CANCELLATION OF OPTIONS

Any cancellation of Options granted but not exercised must be approved by the Grantees of the relevant Options. For the avoidance of doubt, such approval is not required in the event any Option is cancelled pursuant to paragraph 6. New Options may be granted (including granted to the same Grantee) under this Scheme provided that the total number of Shares subject to this Scheme and the other share option schemes of the Company (excluding any Cancelled Shares) shall not exceed the Scheme Limit as determined in accordance with paragraph 11 on the Offer Date of such new Options.

11. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

- 11.1 The total number of Shares which may be issued upon exercise of all Options to be granted under the Share Option Scheme and any other share option schemes of the Company is 516,597,393, being no more than 10 per cent. of the total number of the Shares in issue as at the Adoption Date (the “Scheme Limit”). Options which have lapsed in accordance with the terms of the Share Option Scheme (or any other share option schemes of the Company) shall not be counted for the purpose of calculating the Scheme Limit.
- 11.2 The Scheme Limit may be refreshed at any time by obtaining approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time. However, the refreshed Scheme Limit cannot exceed 10 per cent. of the total number of the Shares in issue as at the date of such approval. Options previously granted under the Share Option Scheme and any other share option schemes of the Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) (including those outstanding, cancelled or lapsed in accordance with its terms or exercised) shall not be counted for the purpose of calculating the refreshed Scheme Limit.
- 11.3 The Company may also grant Options in excess of the Scheme Limit, provided such grant is to specifically identified Eligible Participants and is first approved by the Shareholders in general meeting.
- 11.4 The maximum aggregate number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under this Scheme and any other share option schemes of the Company or any of its subsidiaries must not, in aggregate, exceed 30 per cent. (or, where applicable, such higher percentage as may from time to time be permitted under the Listing Rules or by the Stock Exchange) of the total number of the Shares in issue from time to time.

12. MAXIMUM ENTITLEMENT OF EACH ELIGIBLE PARTICIPANT

Unless approved by the Shareholders, the total number of Shares issued and to be issued upon exercise of the Options granted and to be granted under the Share Option Scheme and any other share option scheme(s) of the Company to each Eligible Participant (including both exercised and outstanding Options) in any 12-month period shall not exceed one per cent. of the total number of Shares in issue (the “Individual Limit”). Any further grant of Options to an Eligible Participant which would result in the aggregate number of Shares issued and to be issued upon exercise of all Options granted and to be granted to such Eligible Person (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of such further grant exceeding the Individual Limit shall be subject to separate approval of the Shareholders with such Eligible Participant and his close associates (or his associates if such Eligible Participant is a Connected Person of the Company) abstaining from voting.

13. GRANT OF OPTIONS TO DIRECTORS, CHIEF EXECUTIVE OR SUBSTANTIAL SHAREHOLDERS OF THE COMPANY

Each grant of Options to any Director, the chief executive officer or substantial shareholder of the Company (or any of their respective associates) must first be approved by the independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of Options).

Where any grant of Options to a substantial shareholder of the Company or an independent non-executive Director (or any of their respective associates) would result in the number of Shares issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the Offer Date:

- (a) representing in aggregate over 0.1 per cent. (or such other higher percentage as may from time to time be specified under the Listing Rules or by the Stock Exchange) of the Shares in issue; and
- (b) having an aggregate value, based on the closing price of the Shares as stated in the daily quotations sheet issued by the Stock Exchange on the Offer Date, in excess of HK\$5 million (or such other higher amount as may from time to time be specified under the Listing Rules or by the Stock Exchange),

such further grant of Options must also be first approved by the Shareholders in a general meeting. In obtaining the approval, the Company shall send a circular to the Shareholders in accordance with and containing such information as is required under the Listing Rules. The Grantee, his or her associates and all Connected Persons of the Company shall abstain from voting at such general meeting.

14. ADJUSTMENTS

14.1 In the event of any alteration to the capital structure of the Company whilst any Option remains exercisable, whether by way of capitalisation issue, rights issue, consolidation, reclassification, sub-division or reduction of the share capital of the Company, or otherwise howsoever, such corresponding alterations (if any) shall be made (except on an issue of securities of the Company as consideration in a transaction which shall not be regarded as a circumstance requiring alteration or adjustment) to:

- (a) the number of Shares subject to any Option so far as such Option or any part thereof remains unexercised; and/or
- (b) the Exercise Price,

as the Auditors or an independent financial adviser approved by the Board shall at the request of the Company certify in writing either generally or as regards any particular Grantee, to be in their opinion fair and reasonable, provided that any such alterations shall be made on the basis that a Grantee shall have the same proportion of the equity capital of the Company as that to which he or she was entitled to subscribe had he or she exercised all the Options held by him or her immediately before such adjustments and the aggregate Exercise Price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same as (but shall not be greater than) it was before such event and that no such alterations shall be made if the effect of such alterations would be to enable a Share to be issued at less than its nominal value. The capacity of the Auditors or the approved independent financial adviser, as the case may be, in this paragraph is that of experts and not arbitrators and their certificate shall, in the absence of manifest error, be final and conclusive and binding on the Company and the Grantees.

14.2 In respect of any adjustments required by paragraph 14.1, other than any made on a capitalisation issue, the Auditors or the approved independent financial adviser, as the case may be, shall confirm to the Board in writing that the adjustments satisfy the requirements set out in Rule 17.03(13) of the Listing Rules and the note(s) thereto and/or such other requirement prescribed under the Listing Rules from time to time.

15. ALTERATION OF THIS SCHEME

- 15.1 Subject to paragraph 15.2, the Board may from time to time in its absolute discretion waive or amend any terms of this Scheme at such time and in such manner as it deems desirable to the extent permissible under the provisions of the Listing Rules in relation to this Scheme and all applicable laws in respect thereof.
- 15.2 For the avoidance of doubt, except with the prior approval of the Shareholders in general meeting (with the Eligible Participants and their respective close associates (or their respective associates if the Eligible Participants are Connected Persons of the Company) abstaining from voting), the Board may not amend:
- (a) any of the provisions of this Scheme relating to matters contained in Rule 17.03 of the Listing Rules to the advantage of the Eligible Participants or Grantees;
 - (b) any terms and conditions of this Scheme which are of a material nature or any terms of Options granted except where such alterations take effect automatically under the existing terms of this Scheme; and
 - (c) any provisions on the authority of the Board in relation to any alteration to the terms of this Scheme.
- 15.3 No such amendments shall be altered to the advantage of Grantees except with the prior approval of the Shareholders in general meeting (with Eligible Participants and their respective close associates (or their respective associates if Eligible Participants are Connected Persons of the Company) abstaining from voting). No such alterations shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alterations except with the consent or sanction in writing of such majority of the Grantees as would be required of the Shareholders under the articles of association for the time being of the Company for a variation of the rights attached to the Shares, provided that this restriction should not apply to any amendment made by the Board at the request of the Stock Exchange or other regulatory body for the purpose of ensuring that this Scheme complies with, among other applicable laws, the requirements of such exchange or other regulatory body on which the Shares are in the course of being listed or from time to time listed or which may have or exercise regulatory powers or jurisdiction in relation to the Company.
- 15.4 The amended terms of this Scheme or the Options must comply with Chapter 17 of the Listing Rules and shall automatically take effect on all outstanding Options. Written notice of any alterations made shall be given to all Grantees.

16. DURATION OF THE SHARE OPTION SCHEME

Subject to paragraph 17, this Scheme shall be valid and effective for a period of ten (10) years commencing on the Adoption Date, after which period no further Options shall be offered but the provisions of this Scheme shall in all other respects remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of this Scheme and Option granted prior thereto but not yet exercised shall continue to be valid and exercisable in accordance with this Scheme.

17. TERMINATION

- 17.1 The Company by ordinary resolution in general meeting or the Board may at any time resolve to terminate the operation of this Scheme and in such event no further Options shall be offered or granted but the provisions of this Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted prior thereto or otherwise as may be required in accordance with the provisions of this Scheme and Option granted but not yet exercised prior to such termination shall continue to be valid and exercisable in accordance with this Scheme.
- 17.2 Details of the Options granted, including Options exercised or outstanding, under this Scheme, and (if applicable) Options that become void and non-exercisable as a result of the termination, shall be disclosed in the circular to the Shareholders seeking approval of the new scheme established after this Scheme.

NOTICE OF ANNUAL GENERAL MEETING



GLOBAL TECH (HOLDINGS) LIMITED

耀科國際（控股）有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 143)

NOTICE IS HEREBY GIVEN THAT the annual general meeting of Global Tech (Holdings) Limited (the “Company”) will be held at Taishan Room, Level 5, Island Shangri-La Hong Kong, Pacific Place, Supreme Court Road, Central, Hong Kong on Friday, 6 March 2015 at 11:00 a.m. for the following purposes:

1. To receive and consider the audited financial statements and the reports of the directors and of the auditors for the year ended 30 September 2014;
2. To consider and approve, each as a separate resolution, if thought fit, the following resolutions:
 - (a) to re-elect Mr. SUNG Yee Keung, Ricky as a director;
 - (b) to re-elect Mr. KO Wai Lun, Warren as a director; and
 - (c) to authorise the board of directors to fix the directors’ remuneration;
3. To re-appoint auditors and authorise the board of directors to fix their remuneration; and
4. To consider as special business and, if thought fit, pass with or without amendments, the following resolutions as ordinary resolutions:
 - A. **“THAT**
 - (a) a general mandate be and is hereby unconditionally given to the directors to exercise during the Relevant Period all the powers of the Company to allot, issue or otherwise deal with additional shares of the Company and to make or grant offers, agreements, options or warrants which would or might require the exercise of such powers either during or after the Relevant Period, not exceeding 20% of the aggregate nominal value of the share capital of the Company in issue as at the date of this resolution; otherwise than any shares which may be issued pursuant to the following events:
 - (i) a rights issue;
 - (ii) the exercise of rights of subscription or conversion under the terms of any warrants issued by the Company or any securities which are convertible into shares of the Company;

* *For identification purpose only*

NOTICE OF ANNUAL GENERAL MEETING

- (iii) any option scheme or similar arrangement for the time being adopted for the grant or issue to the directors and/or employees of the Company and/or its subsidiaries of shares or rights to acquire shares of the Company; or
 - (iv) any scrip dividend or similar arrangement in accordance with the articles of association of the Company; and
- (b) for the purposes of this resolution:

“Relevant Period” means the period from the passing of this resolution until whichever is the earlier of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by law or the articles of association of the Company to be held; and
- (iii) the date on which the authority set out in this resolution is revoked or varied by an ordinary resolution of the members in general meeting.”

B. “THAT

- (a) a general mandate be and is hereby unconditionally granted to the directors to exercise during the Relevant Period all the powers of the Company to repurchase shares in the capital of the Company in accordance with all applicable laws and the requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited or of any other stock exchange as amended from time to time provided however that the aggregate nominal amount of the shares to be repurchased pursuant to the approval in this paragraph shall not exceed 10% of the share capital of the Company in issue as at the date of this resolution;
- (b) the approval in paragraph (a) above shall authorise the directors to procure the Company to repurchase its shares at a price determined by the directors; and

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(c) for the purposes of this resolution:

“**Relevant Period**” means the period from the passing of this resolution until whichever is the earlier of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by law or the articles of association of the Company to be held; and
- (iii) the date on which the authority set out in this resolution is revoked or varied by an ordinary resolution of the members in general meeting.”

C. “**THAT**, conditional on the passing of resolution nos. 4A and 4B set out in the notice of this Meeting, the general mandate granted to the directors to allot shares pursuant to resolution no. 4A set out in the notice of this Meeting be and is hereby extended by the addition to the aggregate nominal amount of the share capital which may be allotted or agreed to be allotted by the directors pursuant to such general mandate an amount representing the aggregate nominal amount of the share capital of the Company repurchased by the Company under the authority granted pursuant to resolution no. 4B set out in the notice of this Meeting.”

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- D. “**THAT** conditional upon the Listing Division of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the shares of HK\$0.01 each in the capital of the Company (the “Shares”) which may fall to be allotted and issued upon the exercise of the subscription rights attaching to the options that may be granted under the share option scheme (a copy of which is produced to the meeting and signed by the chairman of this meeting for the purpose of identification) (the “Share Option Scheme”), the Share Option Scheme be and is hereby approved and adopted by the Company and the directors of the Company be and are hereby authorized to grant options and to allot, issue and deal in the Shares pursuant to the exercise of any options which may fall to be granted under the Share Option Scheme and to take all such steps as they may consider necessary or expedient to implement the Share Option Scheme.”

By Order of the Board
WONG Shuk Ching
Company Secretary

Hong Kong, 30 January 2015

Notes:

- (1) A member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and, in the event of a poll, vote in his stead. A proxy need not be a member of the Company.
- (2) To be valid, the form of proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power of attorney or authority, must be deposited with the Company’s head office and principal place of business in Hong Kong at 2903 Prosperity Place, 6 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong not less than 48 hours before the time appointed for holding the meeting.
- (3) Completion and return of the form of proxy will not preclude members from attending and voting in person at the meeting or any adjourned meeting should they so wish, and in such event, the form of proxy shall be deemed to be revoked.