

*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.*



## **Biostime International Holdings Limited**

**合生元國際控股有限公司**

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

**(Stock Code: 1112)**

### **CONNECTED TRANSACTIONS AND CONTINUING CONNECTED TRANSACTIONS**

#### **THE TRANSACTIONS**

The Group generally sells its products to regional distributors and such distributors further distribute the products through different types of retail sales channels, including but not limited to specialty stores owned and operated by third parties.

In contemplation of developing an uniform e-commerce platform to be utilized by the specialty stores for the sale of the Group's products, on 8 November 2013, Mama100 E-commerce was established in the PRC with limited liability and is owned as to 57.7% by Mr. Luo Fei, 26% by Mr. Wu Xiong, 11.9% by Mr. Chen Fufang and 4.4% by Ms. Kong Qingjuan. Under the relevant rules and regulations in the PRC, foreign investors are not allowed to hold more than 50% of the equity interest of a company providing value-added telecommunications services, including e-commerce. In addition, a foreign investor who invests in a value-added telecommunications business in the PRC must possess prior experience in operating value-added telecommunications businesses and a proven track record of business operations overseas. As a result of such restrictions, the Company or its wholly-owned subsidiaries in the PRC is not allowed to hold the entire equity interest of any company established under the laws of the PRC which is engaged in e-commerce in the PRC or carry out such e-commerce activities directly under the relevant PRC laws and regulations. Mama100 E-commerce was established for the purpose of enabling the Group to operate its e-commerce platform. In order to be eligible for conducting e-commerce activities in the PRC, Mama100 E-commerce is in the process of applying for the Internet Content Provider License (增值電信業務許可證), which is expected to be obtained around the end of August 2014.

Due to the abovementioned legal restrictions, the Group entered into legal arrangement with Mama100 E-commerce through a series of contracts, namely the Structure Contracts, in order to conduct the e-commerce business as contemplated under the Structure Contracts through Mama100 E-commerce.

In association with the Structure Contracts, the Group also entered into the Promotion Service Agreement and Domain Name Transfer Agreement with Mama100 E-commerce.

### **LISTING RULES IMPLICATIONS**

As at the date of this announcement, Mama100 E-commerce is owned as to 57.7% by Mr. Luo Fei, 26% by Mr. Wu Xiong, 11.9% by Mr. Chen Fufang and 4.4% by Ms. Kong Qingjuan. Each of Mr. Luo Fei and Ms. Kong Qingjuan is an executive Director and each of Mr. Wu Xiong and Mr. Chen Fufang is a non-executive Director. In addition, Mr. Luo Fei is also the chief executive officer of the Company. Mama100 E-commerce is therefore an associate of Mr. Luo Fei and hence a connected person of the Company for the purpose of the Listing Rules. Accordingly, (i) the transactions contemplated under the Domain Name Transfer Agreement constitute connected transactions of the Company and (ii) each of the other Transactions constitutes continuing connected transaction of the Company under Chapter 14A of the Listing Rules.

Having considered that each of the Transactions has been entered into by the Group with the same party, namely, Mama100 E-commerce and/or the Mama100 Shareholders, and are for the same purpose of enabling the Group to conduct e-commerce activities for the Group's products, the Directors consider that each of the Transactions shall be aggregated pursuant to Rule 14A.25 of the Listing Rules. As the highest applicable percentage ratio (other than the profits ratio) in relation to the largest Annual Caps for the Transactions in aggregate is more than 0.1% but less than 5%, each of the Transactions fall within either Rule 14A.32(1) or Rule 14A.34(1) of the Listing Rules and is subject to the reporting, announcement and annual review requirements but exempt from independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

## **THE TRANSACTIONS**

### **A. THE STRUCTURE CONTRACTS**

#### **Date**

27 June 2014

#### **Term**

From 27 June 2014 to 31 December 2016

#### **Introduction**

The Group generally sells its products to regional distributors and such distributors further distribute the products through different types of retail sales channels, including but not limited to specialty stores owned and operated by third parties.

In contemplation of developing an uniform e-commerce platform to be utilized by the specialty stores for the sale of the Group's products, on 8 November 2013, Mama100 E-commerce was established in the PRC with limited liability and is owned as to 57.7% by Mr. Luo Fei, 26% by Mr. Wu Xiong, 11.9% by Mr. Chen Fufang and 4.4% by Ms. Kong Qingjuan. Under the relevant rules and regulations in the PRC, foreign investors are not allowed to hold more than 50% of the equity interest of a company providing value-added telecommunications services including e-commerce. In addition, a foreign investor who invests a value-added telecommunications businesses and a proven track record of business operations overseas. As a result of such restrictions, the Company or its wholly-owned subsidiaries in the PRC is not allowed to hold the entire equity interest of any company established under the laws of the PRC which is engaged in e-commerce in the PRC or carry out such e-commerce activities directly under the relevant PRC laws and regulations. Mama100 E-commerce was established for the purpose of enabling the Group to operate its e-commerce platform. In order to be eligible for conducting e-commerce activities in the PRC, Mama100 E-commerce in the process of applying for the Internet Content Provider License (增值電信業務許可證), which is expected to be obtained around the end of August 2014.

Due to the abovementioned legal restrictions, the Group entered into legal arrangement with Mama100 E-commerce through a series of contracts, namely the Structure Contracts, in order to conduct the e-commerce business as contemplated under the Structure Contracts through Mama100 E-commerce.

Pursuant to the Structure Contracts

- (i) the Group is able to exercise control over Mama100 E-commerce;
- (ii) the Group has the right to govern the management of Mama100 E-commerce;
- (iii) the Group has the right to deal with the assets of Mama100 E-commerce;
- (iv) the Group would has the right to acquire the entire equity interest in Mama100 E-commerce (as and when the PRC relevant rules and regulations allow it to do so);
- (v) the Company is able to consolidate the financial results of Mama100 E-commerce into the Group's results from the commencement date of the Structure Contracts; and
- (vi) none of the shareholders of Mama100 E-commerce, namely, Mr. Luo Fei, Mr. Wu Xiong, Mr. Chen Fufang and Ms. Kong Qingjuan, will obtain or receive any financial or commercial benefits from his respective interest in Mama100 E-commerce under the Structure Contracts despite holding direct or indirect equity interests in Mama100 E-commerce.

The specialty stores selling our products and owned and operated by third parties will also enter into separate service agreements with Mama100 E-commerce for provision of online sales service by Mama100 E-commerce.

### **The Structure Contracts**

The major provisions of the key Structure Contracts are summarized as follows:

**(1) *Exclusive Management and Consultancy Service Agreement***

On 27 June 2014, Guangzhou Hapai, an indirect wholly-owned subsidiary of the Company, and Mama100 E-commerce entered into the Exclusive Management and Consultancy Service Agreement, pursuant to which Guangzhou Hapai has the exclusive right to provide management and consultancy services to Mama100 E-commerce. Guangzhou Hapai is also entitled to deal with the assets of Mama100 E-commerce. Such services include but are not limited to technical service, network support, business consulting and other services as required by Mama100 E-commerce and allowed under the PRC law. The Exclusive Management and Consultancy Service Agreement also entitles Guangzhou Hapai to charge Mama100 E-commerce quarterly for service fees at a range of 90% to 100% of the total amount of net profit of Mama100 E-commerce for the corresponding period in accordance with the volume of the services provided.

**(2) *Equity Interests Pledge Agreement***

On 27 June 2014, Guangzhou Hapai and the Mama100 Shareholders entered into the Equity Interests Pledge Agreement, pursuant to which the Mama100 Shareholders agreed to pledge the entire equity interests in Mama100 E-commerce to Guangzhou Hapai as security for the performance of the obligations under the relevant Structure Contracts.

**(3) *Exclusive Call Option Agreement***

On 27 June 2014, Guangzhou Hapai, Mama100 E-commerce and Mama100 Shareholders entered into the Exclusive Call Option Agreement pursuant to which Guangzhou Hapai is irrevocably entitled to, as and when permitted by applicable PRC laws and regulations, acquire the entire equity interests in Mama100 E-commerce held by the Mama100 Shareholders for a consideration in the amount of RMB10,000, or when appraisal is required under PRC law, 1% of the appraisal price or at the lowest price permitted by then applicable PRC laws and regulations.

**(4) *Business Management Agreement***

On 27 June 2014, Guangzhou Hapai, Mama100 E-commerce and Mama100 Shareholders entered into the Business Management Agreement pursuant to which, among other things:

- (i) the Mama100 Shareholders will procure Mama100 E-commerce not to enter into any transaction which may materially affect its assets, business operation, human resources, right and obligations, unless upon prior written consent from Guangzhou Hapai or any third party designated by Guangzhou Hapai;
- (ii) Mama100 E-commerce and Mama100 Shareholders agree to strictly implement relevant proposals from Guangzhou Hapai from time to time in relation to Mama100 E-commerce's recruitment and dismissal of employee, business management, financial management and so on; and
- (iii) each of the Mama100 Shareholders agrees to, upon receiving any dividend or any other earnings or income from Mama100 E-commerce as its shareholder, immediately and unconditionally pay or transfer at nil consideration of all such earnings or income to Guangzhou Hapai.

**(5) *Power of Attorneys and Undertakings***

Pursuant to the above Business Management Agreement, on 27 June 2014, each of the Mama100 Shareholders executed a Power of Attorney pursuant to which he/she irrevocably authorized Guangzhou Hapai to, among other things:

- (i) attend shareholder meetings of Mama100 E-commerce on his/her behalf;
- (ii) exercise all his/her rights of shareholders and voting rights in Mama100 E-commerce, including but not limited to selling, transferring, pledging or otherwise dealing in all or any of the equity interests in Mama100 E-commerce; and
- (iii) appoint the directors, general manager, chief financial officer and other management level personnel of Mama100 E-commerce.

In addition, on 27 June 2014, each of the Mama100 Shareholders executed an Undertaking pursuant to which he/she irrevocably undertakes, among other things, that:

- (i) any successor to him/her shall hold the respective equity interest in Mama100 E-commerce subject to the conditions, requirements and obligations under the Undertaking and the Structure Contracts;
- (ii) his/her respective equity interest in Mama100 E-commerce does not form part of the community property, and his/her decisions in relation to Mama100 E-commerce shall not be affected by his/her spouse;

- (iii) he/she will neither, directly or indirectly (either on his/her own or through any other individual or legal entity), participate or be engaged in any business which is or may be in competition with the business of Mama100 E-commerce or its associated company, or acquire or hold any such business, nor carry on any activities which may lead to any conflict of interest between himself/herself and Guangzhou Hapai;
- (iv) in the event that he/she receives any asset in relation to the liquidation of Mama100 E-commerce, he/she agrees to transfer at nil consideration or at the lowest consideration as permitted by the then applicable laws and regulations to Guangzhou Hapai such asset; and
- (v) in the event that he/she receives any amount from Guangzhou Hapai or any third party in relation to the exercise of the call option under the Exclusive Call Option Agreement, he/she agrees to unconditionally return all such amount to Guangzhou Heai or any third party designated by Guangzhou Hapai.

On 27 June 2014, each of the spouses of the Mama100 Shareholders also executed an Undertaking pursuant to which he/she irrevocably undertakes, among other things, that:

- (i) the respective equity interest in Mama100 E-commerce held by his/her spouse does not form part of the community property; and
- (ii) any income arising in relation to such equity interest in Mama100 E-commerce shall be solely owned and disposed by his/her spouse and he/she will neither claim any rights to such income, nor participate in the management of the business operation of Mama100 E-commerce.

**(6) *Trademark License Agreement and Trademark Application License Agreement***

On 27 June 2014, Biostime Investment and Mama100 E-commerce entered into the Trademark License Agreement and the Trademark Application License Agreement, pursuant to which Biostime Investment will license certain registered trademarks and trademarks under registration process to Mama100 E-commerce.

The aggregated consideration under the License Agreements was set at the range of 2% to 10% of the revenue of Mama100 E-commerce for the corresponding period, with the exact amount to be determined by both parties according to the actual utilization frequency of such registered trademarks and trademarks under registration process and shall be settled on an annual basis.

## **Legality of the Structure Contracts**

The Group's PRC legal advisor, King & Wood Mallesons, is of the opinion that as at the date of this announcement, the execution, delivery and performance of the Structure Contracts by each of the parties thereto, do not:

- (i) result in any violation of the provisions under the articles of association of such party; or
- (ii) result in any violation of any applicable PRC laws.

However, as advised by the Group's PRC legal advisor, King & Wood Mallesons, the interpretation and implementation of the laws and regulations concerning the foreign investment in the PRC, and their application to and effect on the legality, binding effect and enforceability of contracts, are subject to the discretion of competent PRC legislative, administrative and judicial authorities. In particular, the possibility cannot be ruled out that PRC legislative, administrative or judicial authorities may adopt a different or contrary interpretation or view against the above opinion in respect of the legality, binding effect and enforceability of the Structure Contracts.

## **B. THE PROMOTION SERVICE AGREEMENT**

### **Date**

27 June 2014

### **Parties**

- (1) Guangzhou Biostime
- (2) Mama100 E-commerce

### **Term**

From 27 June 2014 to 31 December 2016

### **Summary of terms of the Promotion Service Agreement**

On 27 June 2014, Guangzhou Biostime and Mama100 E-commerce entered into the Promotion Service Agreement, pursuant to which Mama100 E-commerce will provide the following three types of promotional services to Guangzhou Biostime for its products at the following fee:

- (i) promotional service through Mama100 E-commerce's website at RMB120,000 per month;
- (ii) promotional event planning and relevant promotion material designing at RMB3,000 per event; and



- (iii) promotional service through other third party channels at the amount of costs incurred by Mama100 E-commerce plus profit at a rate of 5%.

The above service fee shall be settled on monthly basis.

### C. DOMAIN NAME TRANSFER AGREEMENT

#### Date

27 June 2014

#### Parties

- (1) Guangzhou Biostime  
 (2) Mama100 E-commerce

#### Summary of terms of the Domain Name Transfer Agreement

On 27 June 2014, Guangzhou Biostime and Mama100 E-commerce entered into the Domain Name Transfer Agreement, pursuant to which Guangzhou Biostime transferred certain domain names to Mama100 E-commerce at the consideration of RMB1 million, which is expected to be settled in by end of 2014.

#### ANNUAL CAPS

The proposed annual caps (the “**Annual Caps**”) for the Transactions for the three years ending 31 December 2014, 2015 and 2016 are expected to be as follows:

	<b>2014</b> <i>(in RMB)</i>	<b>2015</b> <i>(in RMB)</i>	<b>2016</b> <i>(in RMB)</i>
Structure Contracts	5,730,000	7,800,000	10,060,000
Promotion Service Agreement	19,300,000	32,910,000	62,210,000
Domain Name Transfer Agreement ( <i>note 1</i> )	<u>1,000,000</u>	<u>0</u>	<u>0</u>
Total (on an aggregated basis)	<u><u>26,030,000</u></u>	<u><u>40,710,000</u></u>	<u><u>72,270,000</u></u>

*Note:*

1. The transaction contemplated under the Domain Name Transfer Agreement is a one-off transaction, therefore, for the purpose of calculation of aggregated Annual Caps, the amount of the Annual Cap for such transaction is equivalent to the total amount of consideration as set out in the Domain Name Transfer Agreement.



## **Basis of calculation of Annual Caps**

### ***Structure Contracts***

The Annual Caps of the Structure Contracts are calculated with reference to the prevailing market price, the scope of services and the estimated volume of the services to be provided by the Group to Mama100 E-commerce, which include but not limited to technical service, network support, business consulting, licensing of registered trademarks and trademarks under registration process and other services and support.

### ***Promotion Service Agreement***

The Annual Caps of the Promotion Service Agreement are calculated based on the prevailing market price, the scope of promotion services and the estimated volume of such promotion services to be provided by Mama100 E-commerce to Guangzhou Biostime.

### ***Domain Name Transfer Agreement***

The transaction contemplated under the Domain Name Transfer Agreement is a one-off transaction, therefore, for the purpose of calculation of aggregated Annual Caps, the amount of the Annual Cap for such transaction is equivalent to the total amount of consideration as set out in the Domain Name Transfer Agreement which is based on the appraisal price of such domain names.

## **REASONS AND BENEFITS FOR THE TRANSACTIONS**

Mama100 E-commerce will become the Company's subsidiary and the Group will obtain financial and operational control of Mama100 E-commerce upon the execution of the Structure Contracts. Further, upon the execution of the Structure Contracts, the Promotion Service Agreement and the Domain Name Transfer Agreement, it would allow the Group to enhance the sales efficiency of the Group's products by specialty stores via the internet at a low cost and accordingly substantially increase the sales volume of the Group's products to its distributors.

Through co-operation with Mama100 E-commerce pursuant to the terms of the Structure Contracts, the Group will be able to explore the global e-commerce markets and make its distribution network more effective, thus strengthening the Group's market position in the premium pediatric nutritional and baby care product industry.

## **LISTING RULES IMPLICATIONS**

As at the date of this announcement, Mama100 E-commerce is owned as to 57.7% by Mr. Luo Fei, 26% by Mr. Wu Xiong, 11.9% by Mr. Chen Fufang and 4.4% by Ms. Kong Qingjuan. Each of Mr. Luo Fei and Ms. Kong Qingjuan is an executive Director and each of Mr. Wu Xiong and Mr. Chen Fufang is a non-executive Director. In addition, Mr. Luo Fei is also the chief executive officer of the Company. Mama100 E-commerce is therefore an associate of Mr. Luo Fei and hence a connected person of the Company for the purpose of the Listing Rules. Accordingly, (i) the transactions contemplated

under the Domain Name Transfer Agreement constitute connected transactions of the Company and (ii) each of the other Transactions constitutes continuing connected transaction of the Company under Chapter 14A of the Listing Rules.

Having considered that each of the Transactions has been entered into by the Group with the same party, namely, Mama100 E-commerce and/or the Mama100 Shareholders, and are for the same purpose of enabling the Group to conduct e-commerce activities for the Group's products, the Directors consider that each of the Transactions shall be aggregated pursuant to Rule 14A.25 of the Listing Rules. As the highest applicable percentage ratio (other than the profits ratio) in relation to the largest Annual Caps for the Transactions in aggregate is more than 0.1% but less than 5%, each of the Transactions fall within either Rule 14A.32(1) or Rule 14A.34(1) of the Listing Rules and is subject to the reporting, announcement and annual review requirements but exempt from independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

#### **CONSIDERATION BY THE BOARD AND RECOMMENDATION BY THE INDEPENDENT NON-EXECUTIVE DIRECTORS**

The Directors (including the independent non-executive Directors) consider that the Transactions:

- (i) have been entered into in the ordinary and usual course of business of the Company;
- (ii) have been conducted on normal commercial terms, are fair and reasonable and in the interests of the Company and the Shareholders as a whole;
- (iii) in relation to the Structure Contracts, none of the Mama100 Shareholders takes any advantage of his/her position as a controlling shareholder of the Company under the Structure Contracts, and the Structure Contracts are fundamental to the Company's e-commerce business legal structure and operations; and
- (iv) the Annual Caps for the three years ending 31 December 2016 are fair and reasonable.

All of the Mama100 Shareholders, each being a Director of the Company, had abstained from voting on the Board resolutions in respect of the Transactions and the Annual Caps. Save for the Mama100 Shareholders, none of the Directors has material interests in the Transactions. Except for Mama100 Shareholders, all the Directors (including all the independent non-executive Directors) voted unanimously to pass the resolutions in respect of the Transactions.

## **INFORMATION ON THE GROUP AND MAMA100 E-COMMERCE**

### **Information on the Group**

The Group is principally engaged in providing premium pediatric nutritional and baby care products in the PRC, including probiotic supplements, infant formulas, dried baby food products, nutrition supplements and baby care products for infants and children.

Guangzhou Biostime, as a direct wholly-owned subsidiary of the Company, is principally engaged in the research, development and distribution of pediatric nutritional and baby care products in the PRC.

Guangzhou Hapai, as an indirect wholly-owned subsidiary of the Company, is principally engaged in provision of services in relation to information technology, advertisement planning, marketing and promotion.

Biostime Investment, as a directly wholly-owned subsidiary of the Company, is principally engaged in investment holding, as well as holding of the relevant intellectual property rights of the Group.

### **Information on Mama100 E-commerce**

Mama100 E-commerce is a limited liability company established in the PRC on 8 November 2013 and is owned as to 57.7% by Mr. Luo Fei, 26% by Mr. Wu Xiong, 11.9% by Mr. Chen Fufang and 4.4% by Ms. Kong Qingjuan. It is expected to be principally engaged in online sales and marketing of pediatric nutritional and baby care products.

Following the execution of the Structure Contracts, Mama100 E-commerce will become the Company's subsidiary and the Group would obtain financial and operational control of Mama100 E-commerce through its relevant subsidiaries.

## **DEFINITION**

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

<b>Term</b>	<b>Definition</b>
“Biostime Investment”	Biostime International Investment Limited (合生元國際投資有限公司), a limited liability company incorporated in the British Virgin Islands on 14 November 2012 and a direct wholly-owned subsidiary of the Company
“Board”	the board of Directors of the Company

“Business Management Agreement”	the agreement dated 27 June 2014 entered into between Guangzhou Hapai, Mama100 E-commerce and Mama100 Shareholders, pursuant to which the Group will obtain the control of business and financial management of Mama100 E-commerce
“Company”	Biostime International Holdings Limited (合生元國際控股有限公司), a limited liability company incorporated in the Cayman Islands on 30 April 2010, the shares of which are listed on the Stock Exchange
“Directors”	the directors of the Company
“Equity Interests Pledge Agreement”	the agreement dated 27 June 2014 entered into between Guangzhou Hapai and the Mama100 Shareholders, pursuant to which the entire registered capital of Mama100 E-commerce will be pledged to Guangzhou Hapai
“Exclusive Call Option Agreement”	the agreement dated 27 June 2014 entered into between Guangzhou Hapai, Mama100 E-commerce and Mama100 Shareholders, pursuant to which Guangzhou Hapai will be entitled to, as and when permitted by applicable PRC laws and regulations, acquire all of the equity interest of Mama100 E-commerce
“Exclusive Management and Consultancy Service Agreement”	the agreement dated 27 June 2014 entered into between Guangzhou Hapai and Mama100 E-commerce, pursuant to which Guangzhou Hapai has the exclusive right to provide certain management and consultancy services to Mama100 E-commerce
“Group”	the Company and its Subsidiaries
“Guangzhou Biostime”	BiosTime, Inc. (Guangzhou)* (廣州市合生元生物製品有限公司), a limited liability company established in the PRC on 3 August 1999 and a direct wholly-owned subsidiary of the Company
“Guangzhou Hapai”	Guangzhou Hapai Information Technology Co., Ltd.* (廣州市合愛信息技術有限公司), a limited liability company established in the PRC on 29 January 2014 and an indirect wholly-owned subsidiary of the Company

“License Agreements”	the Trademark License Agreement and the Trademark Application License Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mama100 E-commerce”	Guangzhou Mama100 E-commerce Co., Limited* (廣州市媽媽一百電子商務有限公司), a limited liability company established in the PRC on 8 November 2013 and is owned as to 57.7% by Mr. Luo Fei, 26% by Mr. Wu Xiong, 11.9% by Mr. Chen Fufang and 4.4% by Ms. Kong Qingjuan
“Mama100 Shareholders”	shareholders of Mama100 E-commerce, namely, Mr. Luo Fei, Mr. Wu Xiong, Mr. Chen Fufang and Ms. Kong Qingjuan
“Power of Attorneys”	the power of attorneys dated 27 June 2014 signed by each of the Mama100 Shareholders pursuant to the Business Management Agreement
“Promotion Service Agreement”	the agreement dated 27 June 2014 entered into between Guangzhou Biostime and Mama100 E-commerce, pursuant to which Mama100 E-commerce will provide certain promotion service to Guangzhou Biostime for its products
“Structure Contracts”	collectively, the Exclusive Management and Consultancy Service Agreement, the Equity Interests Pledge Agreement, the Exclusive Call Option Agreement, the Business Management Agreement, (including the Power of Attorneys and Undertakings), the License Agreements and the associated agreements
“Trademark Application License Agreement”	the agreement dated 27 June 2014 entered into between Biostime Investment and Mama100 E-commerce, pursuant to which Biostime Investment will license certain trademarks under registration process to Mama100 E-commerce
“Trademark License Agreement”	the agreement dated 27 June 2014 entered into between Biostime Investment and Mama100 E-commerce, pursuant to which Biostime Investment will license certain registered trademarks to Mama100 E-commerce

“Domain Name Transfer Agreement”	the agreement dated 27 June 2014 entered into between Guangzhou Biostime and Mama100 E-commerce, pursuant to which Guangzhou Biostime transferred certain domain names to Mama100 E-commerce
“Share(s)”	ordinary shares of HK\$0.01 each in the capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transactions”	the transactions contemplated under the Structure Contracts, the Promotion Service Agreement and the Domain Name Transfer Agreement
“Undertakings”	the undertakings dated 27 June 2014 signed by each of the Mama100 Shareholders and his/her spouse pursuant to the Business Management Agreement

*The English translation of company names in Chinese marked with “\*” is for identification purpose only.*

By Order of the Board  
**Biostime International Holdings Limited**  
**Luo Fei**  
*Chairman*

Hong Kong, 30 June 2014

*As at the date of this announcement, the executive Directors of the Company are Mr. Luo Fei and Ms. Kong Qingjuan; the non-executive Directors of the Company are Dr. Zhang Wenhui, Mr. Wu Xiong, Mr. Luo Yun and Mr. Chen Fufang; and the independent non-executive Directors of the Company are Dr. Ngai Wai Fung, Mr. Tan Wee Seng and Professor Xiao Baichun.*