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JOLIMARK HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2028)

RENEWAL OF CONTINUING CONNECTED TRANSACTIONS AND CONNECTED AND DISCLOSEABLE TRANSACTION

CONTINUING CONNECTED TRANSACTIONS

The Group has entered into the Existing CCT Agreements with Guangdong Precision, Jiangmen Yida and KY Import/Export. The transactions contemplated under the Existing CCT Agreements constituted continuing connected transactions under the Listing Rules. Details of the Existing CCT Agreements and the transactions thereunder were disclosed in the circular of the Company dated 9 January 2008. Each of the Existing CCT Agreements is due to expire on 31 December 2010.

In order to continue the transactions under the Existing CCT Agreements after 31 December 2010, the Group has entered into the Renewed Master Agreements with the relevant parties on 17 December 2010. Accordingly, the Company will convene the EGM to seek Independent Shareholders' approval for the Continuing Connected Transactions and the Annual Caps for the three years ending 31 December 2013 pursuant to the Renewed Master Agreements.

Pursuant to the Renewed Master Agreements, the Group will conduct the Continuing Connected Transactions, including (i) purchasing precision plastic parts from Guangdong Precision; (ii) purchasing metal stamped parts from Jiangmen Yida; and (iii) obtaining import/export service from KY Import/Export, in the ordinary and usual course of its business and on normal commercial terms.

Guangdong Precision, Jiangmen Yida and KY Import/Export are associates of Au Family Shareholders under the Listing Rules. As Au Family Shareholders, through Kytronics Holdings, control approximately 69.58% of the issued shares of the Company as at the date hereof and are substantial shareholders of the Company, Guangdong Precision, Jiangmen Yida and KY Import/Export are connected persons of the Company under the Listing Rules. The Continuing Connected Transactions contemplated under the Renewed Master Agreements constitute continuing connected transactions under the Listing Rules.

Given that the relevant applicable percentage ratios set out in the Listing Rules for determining the value for each of the Continuing Connected Transactions is expected to be 5% or above on an annual basis and the annual consideration is more than HK\$10,000,000, each of the Continuing Connected Transactions shall constitute a non-exempt continuing connected transaction and fall within Rule 14A.35 of the Listing Rules, and is subject to the disclosure and Independent Shareholders' approval requirements and the annual review requirements under of the Listing Rules.

The Board has set up the Independent Board Committee to review and, if it thinks fit, approve the Continuing Connected Transactions. An Independent Financial Adviser will be appointed by the Company to advise the Independent Board Committee and the Independent Shareholders on whether the terms of the Renewed Master Agreements and whether the Continuing Connected Transactions and the Annual Caps are on normal commercial terms, in the ordinary and usual course of business, fair and reasonable and in the interests of the Company and the Independent Shareholders.

THE ACQUISITION

The Directors also announce that on 17 December 2010, Jolimark Technology, a subsidiary of the Company, and the Vendor entered into the Acquisition Agreement pursuant to which Jolimark Technology agreed to acquire 5% equity interest in Kongyue Information from the Vendor at the consideration of RMB17,000,000.

The Vendor, a company which is owned as to 90% by Mr. Ou Guo Liang, an executive Director and as to 10% by an associate of Mr. Au Pak Yin, an executive Director, and is therefore a connected person of the Company under the Listing Rules. Given that one or more of the relevant applicable percentage ratios for determining the value of the Acquisition is/are more than 5% but less than 25% and the Consideration is more than HK\$10,000,000, the entering into the Acquisition Agreement constitutes a connected and discloseable transaction for the Company. The Acquisition shall fall within the Listing Rules which requires disclosure and the approval of Independent Shareholders at the general meeting of the Company.

The Board has set up the Independent Board Committee to review and approve the Continuing Connected Transactions and the Acquisition. A circular containing, among other things, (i) details of the Continuing Connected Transactions and the Acquisition; (ii) a letter from an Independent Financial Adviser containing its advice on the Continuing Connected Transactions and the Acquisition; (iii) the recommendation of the Independent Board Committee in respect of the Continuing Connected Transactions and the Acquisition; and (iv) a notice of the EGM, will be despatched to the Shareholders on or before 7 January 2011.

THE CONTINUING CONNECTED TRANSACTIONS

Background

The Group is principally engaged in the provision of printers, business equipment and tax control equipment in the PRC.

The Group has entered into the Existing CCT Agreements with Guangdong Precision, Jiangmen Yida and KY Import/Export, pursuant to which the Group has (i) purchased precision plastic parts from Guangdong Precision; (ii) purchased metal stamped parts from Jiangmen Yida; and (iii) obtained import/export service from KY Import/Export, in the ordinary and usual course of its business and on normal commercial terms. The transactions contemplated under the Existing CCT Agreements constituted continuing connected transactions under the Listing Rules. Details of the Existing CCT Agreements and the transactions thereunder were disclosed in the circular of the Company dated 9 January 2008. Each of the Existing CCT Agreements is due to expire on 31 December 2010.

In order to continue the transactions under the Existing CCT Agreements after 31 December 2010, the Group has entered into the Renewed Master Agreements with the relevant parties on 17 December 2010. Accordingly, the Company will convene the EGM to seek Independent Shareholders' approval for the Continuing Connected Transactions and the Annual Caps for the three years ending 31 December 2013 pursuant to the Renewed Master Agreements.

PARTICULARS OF THE RENEWED MASTER AGREEMENTS

Details of the Renewed Master Agreements are set out below:

1. Guangdong Precision Master Agreements

Date: 17 December 2010

Parties: Purchaser: Each of Kongyue Information and Kongyue Jolimark, both of which are subsidiaries of the Company

Supplier: Guangdong Precision

Subject: Pursuant to Guangdong Precision Master Agreements, Guangdong Precision, which is principally engaged in the manufacture of precision plastic parts, agreed to supply precision plastic parts to Kongyue Information and Kongyue Jolimark from time to time as requested by Kongyue Information and Kongyue Jolimark.

There is no provision in Guangdong Precision Master Agreements requiring Kongyue Information and Kongyue Jolimark to exclusively source precision plastic parts from Guangdong Precision.

Term: Subject to the Independent Shareholders' approval on the Continuing Connected Transactions, Guangdong Precision Master Agreement shall have a term for the period from 1 January 2011 to 31 December 2013.

Purchase price: The purchase prices for the precision plastic parts payable by each of Kongyue Information and Kongyue Jolimark to Guangdong Precision shall be on normal commercial terms which will be determined after arm's length negotiation between the parties with reference to the prevailing market price of precision plastic parts that are comparable to those offered by independent suppliers.

2. Jiangmen Yida Master Agreement

Date: 17 December 2010

Parties: Purchaser: Kongyue Information

Supplier: Jiangmen Yida

Subject: Pursuant to Jiangmen Yida Master Agreement, Jiangmen Yida, which is principally engaged in the manufacture of metal stamped parts, agreed to supply metal stamped parts to Kongyue Information from time to time as requested by Kongyue Information.

There is no provision in Jiangmen Yida Master Agreement requiring Kongyue Information to exclusively source metal stamped parts from Jiangmen Yida.

Term: Subject to the Independent Shareholders' approval on the Continuing Connected Transactions, Jiangmen Yida Master Agreement shall have a term for the period from 1 January 2011 to 31 December 2013.

Purchase price: The purchase prices for the metal stamped parts payable by Kongyue Information to Jiangmen Yida shall be on normal commercial terms which will be determined after arm's length negotiation between the parties with reference to the prevailing market price of metal stamped parts that are comparable to those offered by independent suppliers.

3. Import and Export Agency Service Agreement

Date: 17 December 2010

Parties: Appointer: Kongyue Information

Appointee: KY Import/Export

Subject: Pursuant to Import and Export Agency Service Agreement, KY Import/Export, which is principally engaged in trading and import and export of goods, agreed to provide (i) import services relating to the Group's direct materials, equipment and technology; and (ii) export services relating to the Group's products and relevant technology. KY Import/Export is not responsible for procuring customers and negotiating the terms of sales.

In respect of imports, KY Import/Export is mainly engaged in handling customs documentation in the PRC for the Group and it charges the Group a service fee equivalent to 1% of the contract price of the materials, equipment and technology imported. In respect of exports, the Group will export certain products and relevant technology through KY Import/Export, which are effected by sale to KY Import/Export the products and relevant technology at a reduced contract price equal to 99% of the contract price as between the Group and the ultimate customers of the exported products and relevant technology (the "Reduced Contract Price") and KY Import/Export will resell such products and relevant technology to the ultimate customers at the 100% of the contract price (the "Full Contract Price") in order to comply with customs regulations.

There is no provision in Import and Export Agency Service Agreement requiring Kongyue Information to exclusively obtain import/export services from KY Import/Export.

Term: Subject to the Independent Shareholders' approval on the Continuing Connected Transactions, Import and Export Agency Service Agreement shall have a term for the period from 1 January 2011 to 31 December 2013.

Service Fee: In respect of import, KY Import/Export will charge approximately 1% of the contract price of direct materials, equipment and technology handled by KY Import/Export as service fee. In respect of exports, the 1% service fee is achieved by the Group selling to KY Import/Export the products and relevant technology at a Reduced Contract Price; and KY Import/Export then reselling the products and relevant technology to the ultimate customers at the Full Contract Price and reimbursing the Group the collected reduced amount after deduction of approximately 1% of the Full Contract Price as service fee.

The Directors (excluding the independent non-executive Directors who will express their view after receiving advice from an Independent Financial Adviser) consider that the Continuing Connected Transactions have been entered into in the ordinary course of business of the Group and the terms of the Renewed Master Agreements are on normal commercial terms, fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

HISTORICAL AMOUNTS AND ANNUAL CAPS

Details of the historical amount of the continuing connected transactions under the Existing CCT Agreements for the two years ended 31 December 2009 and nine months ended 30 September 2010 are set out below:

	For the year ended		For the
	31 December		nine months
	2008	2009	ended
			30 September
			2010
			(Note)
	RMB'000	RMB'000	RMB'000
Existing Guangdong Precision Master Agreements	11,716	12,235	9,310
Existing Jiangmen Yida Master Agreement	5,782	9,532	8,261
Existing Import and Export Agency Service Agreement			
(a) Handling fees for import services	1,437	1,684	620
(b) Export sales amount	4,884	3,698	3,082

Note: unaudited figure

The annual caps under the Existing CCT Agreements for each of the three years ending 31 December 2010 are set forth below:

	For the year ended 31 December		
	2008	2009	2010
	<i>RMB'000</i>	<i>RMB'000</i>	<i>RMB'000</i>
Existing Guangdong Precision Master Agreements	15,400	17,710	22,138
Existing Jiangmen Yida Master Agreement	9,350	10,753	13,441
Existing Import and Export Agency Service Agreement			
(a) Handling fees for import services	2,200	2,530	3,163
(b) Export sales amount	6,600	7,590	9,488

The annual caps under the Renewed Master Agreements for each of the three years ending 31 December 2013 are set forth below:

	For the year ending 31 December		
	2011	2012	2013
	<i>RMB'000</i>	<i>RMB'000</i>	<i>RMB'000</i>
Guangdong Precision Master Agreements	21,884	28,449	36,984
Jiangmen Yida Master Agreement	19,823	25,769	33,500
Import and Export Agency Service Agreement			
(a) Handling fees for import services	1,635	2,125	2,763
(b) Export sales amount	6,945	9,029	11,738

The Company is optimistic about the future growth in its sale of printers and tax control equipment which will lead to possible growth in the purchase of direct materials and demand for import/export services. The Annual Caps were determined by reference to a number of factors such as historical transaction amounts, marketing plan of the Group's products, the expected growth in demand for the Group's products and the consequential increase in the need for the relevant direct materials and import/export services to meet the Group's production requirements, the Company's optimistic expectations on the growing demand for the Group's printers and tax control equipment.

If the amount under the Continuing Connected Transactions for any of the above years exceeds the Annual Caps, the Company will comply with the relevant requirements as stipulated under Chapter 14A of the Listing Rules.

REASONS FOR THE CONTINUING CONNECTED TRANSACTIONS

The Group needs to source various direct materials including precision plastic parts and metal stamped parts for use in its production process. Guangdong Precision and Jiangmen Yida have established themselves as competitively priced and reliable suppliers to the Group which meet the Group's

stringent quality requirements and delivery schedules. In addition, vicinity of Guangdong Precision and Jiangmen Yida enables the Group to streamline and centralise its direct materials procurement process, which can reduce overall production cost of the Group.

As the Group's import and export right only allows the Group to import direct materials from its overseas suppliers for export purpose, the Group has to engage KY Import/Export, a licensed import and export company in the PRC, to serve as an interface between the Group and its overseas suppliers and purchase agents to import direct materials from overseas countries and Hong Kong for production and for domestic sales. In particular, a large portion of the Group's products is for domestic sales. As (1) the terms offered by KY Import/Export are comparable to those offered by other independent PRC licensed import and export companies; (2) during the process of settlement for the imported goods in the PRC, the Group is required to transfer the monies for the purchases to the authorised export/import companies; and (3) the staff of KY Import/Export are familiar with the details and specifications of the direct materials purchased by the Group from overseas suppliers, the Directors consider that the appointment of KY Import/Export can minimise the credit risk of the Group and through its accommodation in allowing the Group to settle direct with Jiangmen customs authorities and the Group's Hong Kong logistics agent for imports and improve the efficiency of the clearance of the necessary customs documentation.

Taking into account the above, the Directors (excluding the independent non-executive Directors who will express their view after receiving advice from an Independent Financial Adviser) consider that the Continuing Connected Transactions are beneficial to the business development of the Group as a whole.

LISTING RULES IMPLICATIONS

Guangdong Precision, Jiangmen Yida and KY Import/Export are associates of Au Family Shareholders under the Listing Rules. As Au Family Shareholders, through Kytronics Holdings, in aggregate control approximately 69.58% of the issued shares of the Company as at the date hereof and are substantial shareholders of the Company, Guangdong Precision, Jiangmen Yida and KY Import/Export are connected persons of the Company under the Listing Rules.

Given that the relevant applicable percentage ratios set out in the Listing Rules for determining the value for each of the Continuing Connected Transactions is expected to be 5% or above on an annual basis and the annual consideration is more than HK\$10,000,000, each of such transactions falls within Rule 14A.35 of the Listing Rules, and is subject to the disclosure and Independent Shareholders' approval requirements and the annual review requirements under the Listing Rules.

Au Family Shareholders have material interest in the Continuing Connected Transactions, and thus the Continuing Connected Transactions are subject to Independent Shareholders' approval, and Au Family Shareholders and their associates (including Kytronics Holdings) will be required to abstain from voting on the resolutions to approve the Continuing Connected Transactions at the EGM.

THE ACQUISITION

Background

The Directors also announce that on 17 December 2010, Jolimark Technology, a subsidiary of the Company, and the Vendor entered into the Acquisition Agreement pursuant to which Jolimark Technology agreed to acquire 5% equity interest in Kongyue Information from the Vendor at the consideration of RMB17,000,000. Prior to the entering into the Acquisition Agreement, the Jolimark Technology owns 95% direct equity interest in Kongyue Information and the Vendor, a company which is beneficially owned by Au Family Shareholders and their associates, owns the remaining 5% equity interest in Kongyue Information. Details of the Acquisition Agreement are set out below.

THE ACQUISITION AGREEMENT

Date	17 December 2010
Parties	Jolimark Technology, a subsidiary of the Company, as purchaser and the Vendor, principally engaged in research, development and sales of printer equipment, integrated circuit, tax control equipment, cash register and LCD (liquid crystal display), as vendor
Assets to be sold and purchased	5% equity interest in Kongyue Information
Consideration	RMB17,000,000, which shall be payable in cash within 10 business days after completion of all transfer procedures with the PRC authorities
Completion	Completion will take place within 10 business days upon completion of all transfer procedures with the PRC authorities

FINANCIAL EFFECTS OF THE ACQUISITION

The Consideration of RMB17,000,000 was arrived at after arm's length negotiations between Jolimark Technology and the Vendor and on normal commercial terms. The Consideration was agreed by reference to the financial position and prospects of Kongyue Information and the preliminary valuation of Kongyue Information as at 30 November 2010 provided by an independent valuer. Having considered the above and the factors described under the section headed "Reasons for the Acquisition" below, the Directors (excluding the independent non-executive Directors who will express their views on the Acquisition after taking into account the advice from the Independent Financial Adviser) are of the opinion that the Consideration is fair and reasonable and on normal commercial terms.

After the Completion, Kongyue Information will become an indirect wholly-owned subsidiary of the Company.

The Consideration shall be satisfied by Jolimark Technology in cash and would be funded by the Group from its internal cash resources. The funding requirement for the Acquisition is not expected to have any material impact on the Group.

INFORMATION ON KONGYUE INFORMATION

Kongyue Information was established in Xin Hui District, Jiangmen City, Guangdong Province, the PRC as a sino-foreign joint venture company in 1998 with a registered capital of US\$25,660,000 and is principally engaged in the business of manufacturing and sale of business equipment and tax control equipment. The establishment of Kongyue Information has enabled the Group to capitalize on its existing production capacity of business equipment and tax control equipment.

According to the audited financial statements prepared under the PRC generally accepted accounting principles, as at 31 December 2009, Kongyue Information's total value of assets is approximately RMB510.32 million and its net asset value is approximately RMB301.16 million and its net profit before and after taxation are approximately RMB18.57 million and RMB15.78 million respectively. For the year ended 31 December 2008, its net profit before and after taxation are approximately RMB10.90 million and RMB9.22 million respectively.

REASONS FOR THE ACQUISITION

The Group is principally engaged in the provision of printers, business equipment and tax control equipment in the PRC. The Directors are of the view that the Acquisition is a good opportunity for the Company to increase its interest in Kongyue Information, a main operating subsidiary of the Company, by acquiring the remaining 5% equity interest in Kongyue Information and thus enable the Group to exercise absolute and more effective control over the business and operations of Kongyue Information and further enhance its manufacturing and production capabilities of business equipment.

The Directors (excluding the independent non-executive Directors who will express their views on the Acquisition after taking into account the advice from the Independent Financial Adviser) consider the terms of the Acquisition Agreement to be fair and reasonable as far as the Shareholders are concerned and that the Acquisition Agreement is in the interests of the Company and its Shareholders as a whole. Each of the independent non-executive Directors has no material interest in the Acquisition.

LISTING RULES IMPLICATIONS

The Vendor, a company which is owned as to 90% by Mr. Ou Guo Liang, an executive Director and as to 10% by an associate of Mr. Au Pak Yin, an executive Director, and is therefore a connected person of the Company under the Listing Rules. Given that one or more of the relevant applicable percentage ratios for determining the value of the Acquisition is/are more than 5% but less than 25% and the Consideration is more than HK\$10,000,000, the entering into the Acquisition Agreement constitutes a connected and discloseable transaction for the Company. The Acquisition shall fall within the Listing Rules which requires disclosure and the approval of Independent Shareholders at the general meeting of the Company.

Au Family Shareholders have material interest in the Acquisition, and thus the Acquisition is subject to Independent Shareholders' approval, and Au Family Shareholders and their associates (including Kytronics Holdings) will be required to abstain from voting on the resolutions to approve the Acquisition at the EGM.

The Board has set up the Independent Board Committee to review and approve the Continuing Connected Transactions and the Acquisition. An Independent Financial Adviser will be appointed by the Company to advise the Independent Board Committee and the Independent Shareholders on whether the terms of the Renewed Master Agreements and the Acquisition Agreement and whether the Continuing Connected Transactions and the Annual Caps are on normal commercial terms, in the ordinary and usual course of business, fair and reasonable and in the interests of the Company and its Shareholders as a whole.

A circular containing, among other things, (i) details of the Continuing Connected Transactions and the Acquisition; (ii) a letter from an Independent Financial Adviser containing its advice on the Continuing Connected Transactions and the Acquisition; (iii) the recommendation of the Independent Board Committee in respect of the Continuing Connected Transactions and the Acquisition; and (iv) a notice of the EGM, will be dispatched to the Shareholders on or before 7 January 2011.

DEFINITIONS

Unless the context requires otherwise, the use of capitalized terms in this announcement shall have the following meanings:

“Acquisition”	means acquisition of 5% equity interest in Kongyue Information pursuant to the Acquisition Agreement
“Acquisition Agreement”	the sale and purchase agreement dated 17 December 2010 entered into between Jolimark Technology as purchaser and the Vendor as vendor in relation to the Acquisition
“Annual Caps”	means the maximum annual aggregate value for each of the Continuing Connected Transactions under the Renewed Master Agreements for the three years ending 31 December 2013
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Au Family Shareholders”	means Mr. Au Pak Yin, Ms. Tai Noi Kit (Mr. Au Pak Yin's spouse), Mr. Au Kwok Lun, Ms. Ou Ri Ai and Mr. Ou Guo Liang, each of them is the shareholder of Kytronics Holdings, Mr. Au Pak Yin and Ms. Tai Noi Kit being the parents of Mr. Au Kwok Lun, Ms. Ou Ri Ai and Mr. Ou Guo Liang
“Board”	means the board of Directors

“business day(s)”	means a day (other than a Saturday, Sunday or public holidays) on which banks are open for general banking business in Hong Kong
“China” or “PRC”	means the People’s Republic of China
“Company”	means Jolimark Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the Stock Exchange
“Completion”	completion of the Acquisition Agreement
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Consideration”	RMB17,000,000, the consideration for the Acquisition pursuant to the Acquisition Agreement
“Continuing Connected Transactions”	means the transactions between the Group and each of Guangdong Precision, Jiangmen Yida and KY Import/Export pursuant to the Renewed Master Agreements
“Director(s)”	the director(s) of the Company
“EGM”	means the extraordinary general meeting to be convened by the Company to consider and, if thought fit, approve the Renewed Master Agreements, the Annual Caps and the Acquisition Agreement
“Existing CCT Agreements”	means (i) the master supply agreements dated 19 December 2007 entered into between Guangdong Precision and each of Kongyue Jolimark and Kongyue Information; (ii) the master supply agreement dated 19 December 2007 entered into between Kongyue Information and Jiangmen Yida; and (iii) the master import and export agency agreement dated 19 December 2007 entered into between Kongyue Information and KY Import/Export. Details of the Existing CCT Agreements have been disclosed in the circular of the Company dated 9 January 2008
“Group”	means the Company and its subsidiaries, and “member of the Group” shall be construed accordingly
“Guangdong Precision”	廣東江裕精密工業製造有限公司 (Guangdong Kong Yue Precision Industry Ltd.), a limited liability company established in the PRC and is beneficially owned by Au Family Shareholders

“Guangdong Precision Master Agreements”	means the master supply agreements dated 17 December 2010 entered into between Guangdong Precision and each of Kongyue Information and Kongyue Jolimark for the supply of precision plastic parts
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC
“Import and Export Agency Service Agreement”	means the master service agreement dated 17 December 2010 entered into between KY Import/Export and Kongyue Information for the (i) import services relating to the Group’s direct materials, equipment and technology; and (ii) export services relating to the Group’s products and relevant technology
“Independent Board Committee”	means an independent committee of the Board, comprising Mr. Lai Ming, Joseph, Mr. Meng Yan and Mr. Xu Guangmao, all of them being independent non-executive Directors, which has been established by the Board to advise the Independent Shareholders in respect of the Renewed Master Agreements and the Acquisition Agreement
“Independent Financial Adviser”	means a licensed financial institution under the Securities and Future Ordinance, to be appointed as the independent financial adviser to make recommendations to the Independent Board Committee and the Independent Shareholders in respect of the Renewed Master Agreements, the Annual Caps and the Acquisition Agreement
“Independent Shareholder(s)”	means the Shareholders who are not required to abstain from voting at the EGM in relation to the resolutions for approving the transactions contemplated under the Renewed Master Agreements and the Acquisition Agreement
“Jiangmen Yida”	江門江裕億達精工有限公司 (Guang Dong Jotech Kong Yue Precision Industries Ltd.), a limited liability company established in the PRC and is beneficially owned as to 40% by the Au Family Shareholders and their associates
“Jiangmen Yida Master Agreement”	means the master supply agreement dated 17 December 2010 entered into between Jiangmen Yida and Kongyue Information for the supply of metal stamped parts
“Jolimark Technology”	Jolimark Technology Limited, a company incorporated in Hong Kong with limited liability and a subsidiary of the Company

“Kongyue Information”	新會江裕信息產業有限公司 (Kong Yue Electronics & Information Industry (Xin Hui) Ltd.), a limited liability company established in the PRC and is owned as to 95% by a wholly-owned subsidiary of the Company and as to 5% by a connected person
“Kongyue Jolimark”	江門江裕映美信息科技有限公司 (Jiangmen Kong Yue Jolimark Information Technology Ltd.), a limited liability company established in the PRC and an indirect wholly-owned subsidiary of the Company
“Kytronics Holdings”	means Kytronics Holdings Limited, the holding company of the Company and wholly owned by Au Family Shareholders
“KY Import/Export”	江門市江裕信息產品進出口有限公司 (Jiangmen Kong Yue Information Product Import Export Ltd.), a limited liability company established in the PRC and is wholly owned by Au Family Shareholders and their associates
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange
“percentage ratios”	refers to the percentage ratios under rule 14.07 of the Listing Rules
“PRC”	The People’s Republic of China
“Renewed Master Agreements”	means Guangdong Precision Master Agreements, Jiangmen Yida Master Agreement and Import and Export Agency Service Agreement
“RMB”	means Renminbi, the lawful currency of the PRC
“Share(s)”	means ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholders”	means the shareholders of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules
“Vendor”	江門市江裕信息科技有限公司 (Jiangmen Kong Yue Information Technology Ltd.), a limited liability company established in the PRC and is owned as to 90% by Mr. Ou Guo Liang and as to 10% by an associate of Mr. Au Pak Yin

“US\$” means United States dollars, the lawful currency of United States of America

“%” per cent

By order of the Board
Jolimark Holdings Limited
Au Kwok Lun
Director

Hong Kong, 17 December 2010

As at the date of this announcement, the executive directors of the Company are Mr. Au Pak Yin, Mr. Au Kwok Lun and Mr. Ou Guo Liang, and the independent non-executive directors of the Company are Mr. Lai Ming, Joseph, Mr. Meng Yan and Mr. Xu Guangmao.