

DATED THE 24th DAY OF APRIL 2009

CSA HOLDINGS LIMITED

AND

CSC COMPUTER SCIENCES INTERNATIONAL INC

AND

TEAMSUN TECHNOLOGY (HK) LIMITED

AGREEMENT FOR SALE AND PURCHASE OF SHARES

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THIS AGREEMENT is made on the 24th day of April 2009.

BETWEEN:

- (1) CSA HOLDINGS LIMITED, a company incorporated under the laws of the Republic of Singapore with registration number 199005141C at registered address of 139, Cecil Street, #08-00, Cecil House, Singapore 069539 ("CSA Holdings");
- (2) CSC COMPUTER SCIENCES INTERNATIONAL INC., a company incorporated under the laws of the United States of America with registration number C19123-1995 at registered address of 6100 Neil Road, Suite 500, Reno, Nevada, 89511, USA ("CSC International") (together with CSA Holdings known as the "Vendors", and each individually as a "Vendor"); and
- (3) TEAMSUN TECHNOLOGY (HK) LIMITED, a company incorporated in the Hong Kong with registration number 895726 and a registered address of Unit A, 20th Floor, 211 Johnston Road, Wanchai, Hong Kong (the "Purchaser").

WHEREAS:

- (A.) Automated Systems Holdings Limited ("ASL" or the "Company") has an authorised share capital of HK\$60,000,000.00 divided into 600,000,000 shares of HK\$0.10 each of which 297,427,000 shares have been issued and are fully paid up. Further particulars of ASL are set out in **Schedule 1**.
- (B.) The Vendors are the legal and beneficial owner of 203,431,896 Shares.
- (C.) The Vendors wish to sell the Sale Shares (as defined below) in ASL to the Purchaser and the Purchaser wishes to acquire the Sale Shares upon and subject to the terms and conditions set out herein.

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS

- 1.1 In this Agreement (including the recitals), the following expressions have the following meanings:-

"Accounts Date" or
"Audited Accounts Date" means 31 March 2008;

"ASL" means Automated Systems Holdings Limited, the securities of which are listed on the Main Board of the Stock Exchange and particulars of which are set out in **Schedule 1**;

- “ASL HK”** means Automated Systems (H.K.) Limited, a company incorporated in Hong Kong;
- “Associate”** means:
- (a) in relation to an individual, his spouse and children or step-children under the age of 18 years (“**family interests**”) and any company in which the individual and/or his family interests directly or indirectly control the composition of the board of directors or own, or control the exercise of, more than 30% of the voting power at general meetings and any Associate of such company; and
 - (b) in relation to a company, all its subsidiaries, all its holding companies and all subsidiaries of any such holding companies;
- “Associated Companies”** means all those associated companies of ASL whose particulars are set out in **Schedule 3**;
- “Audited Accounts”** means the published audited consolidated balance sheet of the Group as at the Audited Accounts Date and the published audited consolidated income statement of the Group for the financial year ended on the Audited Accounts Date (including the notes thereto), together with the reports and other documents required by law to be annexed or attached to them;
- “Business”** means the business relating to the sale of computer products and solutions and provision of hardware services (including installation and maintenance services) and software services (including software development, software programming, consulting and professional services);
- “Business Day”** means a day (other than a Saturday or Sunday or a day on which a tropical cyclone warning No.8 or above or a black rainstorm warning is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which banks are open for business in Hong Kong;
- “Business Referral Agreement”** means the agreement dated 26 August 1997 between CSAM and ASL HK whereby, inter alia, CSAM and ASL HK agreed to regulate their activities with their customers and amongst themselves on the terms and conditions specified therein;
- “Companies Ordinance”** means the Companies Ordinance, Chapter 32 of the Laws of Hong Kong;

"Completion"	means completion of the sale and purchase of the Sale Shares under Clause 5 ;
"Completion Date"	means 24 th July 2009 or if the Conditions have not been satisfied or waived by the Parties by that date, the Long Stop Date or such other date(s) as the Parties may agree in writing. Where the context requires, it also means the date of Completion;
"Conditions"	means the conditions specified in Clause 2 ;
"Consideration"	means HK\$262,427,146.00 in aggregate or HK\$1.29 per Sale Share, payable in accordance with Clause 4 and apportioned to the Vendors in proportion to their respective numbers of the Sale Shares;
"Core Business"	means the resale of commercial computer hardware and software and the associated post installation maintenance and support;
"CSAM"	means CSC Malaysia Sdm Bhd (formerly known as Computer Systems Advisers (M) Berhad), a company incorporated in Malaysia;
"Data Centre Agreement"	means the Data Centre Facility Management Agreement dated 24 th April 2009 between (a) Automated Systems (H.K.) Limited and (b) CSC Computer Sciences HK Limited in relation to the use of a data centre operated by the Group in Hong Kong;
"Default Rate"	means the rate of 2% above the prevailing prime rate as published by The Hong Kong and Shanghai Banking Corporation Limited in Hong Kong;
"Defined Benefit Scheme"	means the defined benefit scheme known as the "Automated Systems Holdings Limited Defined Benefit Scheme" adopted by the Group, which is the subject of an insurance arrangement (under Policy Number: 304456497) made with HSBC Life (International) Limited dated 1 January 1998 (as amended or supplemented thereafter from time to time);
"Directors"	means the directors of ASL from time to time;
"Encumbrances"	means all pledges, charges, liens, mortgages, security interests, pre-emption rights, options and any other encumbrances or third party rights or claims of any kind;
"Executive"	the Executive Director of the Corporate Finance Division of the SFC or any delegate of the Executive Director;

“Financial Due Diligence”	means the process of the Group and Vendors providing the Purchaser with materially all of the documents and information listed in Schedule 6 and providing reasonable clarification assistance;
“GAT Closing”	means closing of the transactions (excluding the Transfer of Employees) contemplated under and in accordance with the Global Account Transfer Agreement;
“General Offer”	the unconditional mandatory cash offer to be made by the Purchaser for the Shares and other outstanding share options and securities of ASL in accordance with the Takeovers Code after Completion;
“Global Account Transfer Agreement”	means the Agreement for Sale and Purchase of the Global Accounts and Assets in Hong Kong dated 24 th April 2009 between (a) Automated Systems (H.K.) Limited and (b) CSC Computer Sciences HK Limited in relation to the transfer of certain global clients and related contracts and assets by the Group to the Vendors and/or their Associates;
“Group”	means ASL, the Subsidiaries and the Associated Companies collectively;
“Group Company”	means any member of the Group and “ Group Companies ” shall be construed accordingly;
“Hong Kong”	means the Hong Kong Special Administration Region of the People's Republic of China;
“HK\$”	means Hong Kong dollars, the lawful currency of Hong Kong;
“Intellectual Property Rights”	means patents, trade marks, service marks, business names, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and any other intellectual property rights now known and in each case whether registered or unregistered and including applications for the grant of any such rights;
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange;
“Litigation Cases”	means the two litigation cases in which the Group is currently involved, namely the following:- <ul style="list-style-type: none"> (a) the action between ASL HK as Plaintiff and Lisheng Electronic & Lighting (Xiamen) Company Limited as defendant under District

Court Civil Action No.4090 of 2005 where ASL HK claimed for goods sold and delivered for US\$30,467.40 and US\$13,464.62 plus interests and cost. Under this action, the defendant also counterclaimed against ASL HK for damages of US\$120,645.00; and

- (b) the action between ASL HK as Plaintiff and Neonlite Electronic & Lighting (H.K.) Limited as defendant under District Court Civil Action No.4091 of 2005 where ASL HK claimed for goods sold and delivered for HK\$387,940.34. Under this action, the defendant also counterclaimed against ASL HK for damages of HK\$623,500.00;

"Long Stop Date"

means 24th February 2010 or extended to such a later date as the Vendors may agree in response to such a request from the Purchaser in writing;

"Malfunction"

means, for the purpose of the Vendor Warranties, failure:

- (a) to accurately recognize dates falling before, upon and after the year 2000;
- (b) to accurately to record, store, retrieve and process data input and date information;
- (c) to function in a manner which does not create any ambiguity as to century; or
- (d) to accurately to manage and manipulate single century and multi-century formulae, including leap year calculations.

"First Master Subcontract Agreement"

means the Master Subcontract Agreement dated 24th April 2009 between (a) Automated Systems (H.K.) Limited and (b) CSC Computer Sciences HK Limited which provides the principal terms relating to sub-contracting of certain services by the Group to the Vendors and/or their Associates as a result of the Global Account Transfer Agreement;

"Second Master Subcontract Agreement"

means the Master Subcontract Agreement dated 24th April 2009 between (a) CSC Computer Sciences HK Limited and (b) Automated Systems (H.K.) Limited which provides the principal terms relating to sub-contracting of certain services by the Vendors and/or their Associates to the Group as a result of the Global Account Transfer Agreement;

“Material Adverse Effect”

any adverse change in or effect on the financial condition, business or operation of the Group which is of a material nature in the context of the overall Group considered as a whole, provided that such change was solely caused by the acts or omissions (whether past or future till the Completion Date) of the Vendors or any Group Company. Without prejudice to the generality of the foregoing, a Material Adverse Effect shall be deemed to have taken place if there occurs any event or series of events which, individually or collectively:

- (a) affected the existence of any major member of the Group; or
- (b) made the continuing operation of the existing business of any major member of the Group to become illegal;

For the purpose of this definition, a major member of the Group means any of the following companies:-

- (1) ASL;
- (2) ASL HK;
- (3) ELM Computer Technologies Limited;
- (4) CSA Automated (Macau) Limited;
- (5) ASL Automated (Thailand) Limited;
- (6) Guangzhou Automated Systems Limited; and
- (7) Taiwan Automated Systems Limited;

For the avoidance of doubt, any change in the financial condition, operation or business of the Group which resulting from any penalty levied, or any other order made, by the Commissioner of Inland Revenue pursuant to the Inland Revenue Department notice dated 1st April 2009 (more particularly disclosed in Appendix A) shall not be deemed to be a Material Adverse Effect.

“Offer Document”

means the offer document to be issued by the Purchaser or at the option of the Purchaser, the composite document(s) to be issued by the Purchaser and ASL jointly to the shareholders of ASL containing information in respect of the General Offer;

“Owned IP Rights”

means the Intellectual Property Rights owned by the Group;

"Parties"	means the named parties to this Agreement;
"PRC"	means the People's Republic of China but excluding, for the purposes of this Agreement, Hong Kong, the Macau Special Administrative Region and Taiwan;
"Pre-appointment Period"	means the period from the date hereof until the earliest date by which the Purchaser is permitted under the Takeovers Code to appoint directors on the board of directors of ASL and its subsidiaries after Completion;
"Previous Announcements"	means all public announcements, circulars, annual, interim and quarterly reports issued by ASL to the shareholders of ASL which are available for public perusal either on the web-site of the Stock Exchange or ASL or major publications in Hong Kong prior to the date of this Agreement;
"Properties"	those properties owned by the Group whose particulars are set out in Schedule 7 and "Property" means any one of them as the context indicates;
"Purchaser Parent"	means 北京华胜天成科技股份有限公司 (Beijing Teamsun Technology Co., Ltd), a joint stock company with limited liability established under the laws of the PRC and whose shares are listed on the Shanghai Stock Exchange (Stock Code : 600410). The Purchaser is a wholly owned subsidiary of the Purchaser Parent;
"Purchaser Warranties"	means those representations and warranties of the Purchaser given under Clause 7 ;
"Sale Shares"	means 189,701,896 and 13,730,000 Shares held and beneficially owned by CSA Holdings and CSC International, representing in aggregate approximately 68.4% of the total issued share capital of ASL as of the date hereof;
"SFC"	means the Securities and Futures Commission of Hong Kong;
"Share Option Schemes"	means the old share option scheme adopted by ASL on 16 October, 1997 and the new share option scheme adopted by ASL on 8 August, 2002, in each case pursuant to the provision of the Listing Rules;
"Shares"	means the ordinary shares of HK\$0.10 each in the issued share capital of ASL;
"Special Deals"	means the Special Deal Agreements and all the transactions contemplated thereunder;

- “Special Deal Agreements”** means the following agreements :-
- (a) the Global Account Transfer Agreement;
 - (b) the Data Centre Agreement;
 - (c) the First Master Subcontract Agreement;
 - (d) the Second Master Subcontract Agreement;
 - (e) the agreements for effecting the termination of the Business Referral Agreement and the Territorial Agreement.
- “Special Dividend”** shall have the meaning ascribed to it under **Clause 3.4**;
- “Stock Exchange”** means The Stock Exchange of Hong Kong Limited;
- “Subsidiaries”** means the subsidiaries of ASL, details of which are set out in **Schedule 2**;
- “Takeovers Code”** means the Hong Kong Code on Takeovers and Mergers;
- “Tax” or “Taxation”** means:
- (a) any liability to any form of taxation whenever created or imposed and whether of Hong Kong, the PRC or of any other part of the world and without prejudice to the generality of the foregoing includes profits tax, provisional profits tax, interest tax, salaries tax, property tax, taxes on income, estate duty, capital duty, stamp duty, payroll tax, withholding tax, rates, customs and excise duties and generally any tax, duty, impost, levy or rate or any amount payable to the revenue, customs or fiscal authorities whether of Hong Kong, the PRC or of any other part of the world;
 - (b) an amount equal to any deprivation of any relief, allowance, set off, deduction in computing profits or right to repayment of taxation granted by or pursuant to any legislation concerning or otherwise relating to taxation; and
 - (c) all costs, interest, penalties, charges and expenses incidental or relating to taxation or to any relief, allowance, set off or deduction in computing profits or right to repayment of taxation which is the subject of the Vendor Warranties to the extent that the same is/are payable or suffered by any of the Group Companies;

"Territorial Agreement"	means the territorial agreement dated 16 October 1997 between ASL and CSA Holdings under which, inter alia, ASL and CSA Holdings undertake to each other in relation to non-competition of business in certain geographic regions of the world;
"Transfer of Employees"	means the transfer of certain employees of the Group to the Vendors and/or their Associates, which will involve termination of the existing employment of such employees with the Group and a re-employment of such employees by the Vendors and/or their Associates;
"US"	means United States of America;
"US\$"	means United States dollars, the lawful currency of the United States of America;
"Relevant Directors"	means the directors of ASL from time to time, excluding Mr Ready Lai Yam Ting, Mr. Edward Lau Ming Chi, Mr. Kuo Chi Yung, Peter and the independent non-executive directors of ASL. As at the date hereof, the Relevant Directors comprise of Mr. Allen Joseph Pathmarajah, Mr. Moo Kwee Chong, Johnny, Mr. Michael Shove, Mr. Darren John Collins, Mr. Wang Yung Chang, Kenneth and Mr. Andrew John Anker;
"Vendors"	means jointly and severally CSA Holdings and CSC International;
"Vendor Warranties"	means those representations and warranties of the Vendors given under Clause 6 ;
"2008 December Accounts"	means the unaudited consolidated income statement and balance sheet of the Group for the nine months ended 31 December, 2008 together with the notes thereto as disclosed in the third quarterly results announcement of ASL dated 6 March, 2009; and
"%"	means per cent.

- 1.2. Clause headings are for convenience only and shall not affect the construction of this Agreement.
- 1.3. The expressions "ASL", the "Vendors", and the "Purchaser" shall, where the context provides, include their respective successors, personal representatives and permitted assigns.
- 1.4. References herein to Clauses, Schedules and Appendices are to clauses of, and schedules and appendices to, this Agreement unless the context requires otherwise and references to this Agreement include the Schedules and the Appendices.

- 1.5. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6. The terms “**subsidiary**” and “**holding company**” shall have the meaning ascribed thereto under the Companies Ordinance.
- 1.7. Unless otherwise provided herein, all obligations of the Vendors under **Clauses 5, 6, 8, 13 and 19** of this Agreement are joint and several.

2. CONDITIONS

2.1 Completion shall be conditional upon the following conditions being fulfilled:-

- (a) the current listing of the Shares not having been withdrawn, the Shares continuing to be traded on the Stock Exchange prior to the Completion Date (save for any temporary suspension for no longer than seven consecutive trading days or such other period as the Purchaser may agree or the temporary suspension in connection with transactions contemplated under this Agreement) and neither the Stock Exchange nor the SFC having indicated that either one of them will object to such continued listing for reasons related to or arising from the transactions contemplated under this Agreement;
- (b) the shareholders and board of directors of the Purchaser Parent having approved, in general and board meeting, the transactions to be undertaken by the Purchaser as contemplated under this Agreement and the subsequent General Offer to be made by the Purchaser, in accordance with the requirements of the listing rules of the Shanghai Stock Exchange, the constitutional documents of the Purchaser Parent, the Purchaser and as required by law;
- (c) all necessary approvals and registrations by or with the Shanghai Stock Exchange and relevant PRC government or regulatory authorities or agencies, including without limitation the National Development and Reform Commission, the Ministry of Commerce, China Securities Regulatory Commission and the State Administration of Foreign Exchange of the PRC, whose approval or registration is required for the Purchaser Parent, through the Purchaser as its wholly-owned subsidiary, to purchase the Sale Shares under this Agreement (including approvals in relation to the remittance of foreign exchange) having been obtained or completed;
- (d) the Executive granting a “special deal” consent under Rule 25 of the Takeovers Code in respect of all the Special Deals, and any conditions attaching to such consent being fulfilled;
- (e) the passing of all necessary resolutions by the shareholders of ASL (other than such shareholders who are required to abstain from voting pursuant to the requirements under the Takeovers Code and/or the Listing Rules) at the general meeting of ASL by way of a poll to approve the Special Deals and the Special Dividend;
- (f) the GAT Closing having occurred. For the avoidance of doubt, such closing shall not be deemed to have occurred unless the Group has duly received all its consideration

entitlement for the transfer of those assets and contracts contemplated under the GAT Closing;

- (g) the termination of the Business Referral Agreement and the Territorial Agreement having become unconditional and effective to the reasonable satisfaction of the Purchaser;
- (h) ASL having paid the Special Dividend to its shareholders;
- (i) the Vendor Warranties given as at the date of this Agreement remaining true and accurate in all material respects upon repetition of the same immediately prior to Completion with reference to the facts and circumstances then existing;
- (j) the Purchaser Warranties given as at the date of this Agreement remaining true and accurate in all material respects upon repetition of the same immediately prior to Completion with reference to the facts and circumstances then existing;
- (k) the Vendors having duly performed and observed all of the obligations, undertakings and covenants required to be performed and observed by them under this Agreement, on or prior to Completion; and
- (l) there not having occurred any event or series of events arising from the conduct of the Vendors, the Vendors' Associates or any of the Group Companies since the date of this Agreement which, on a net basis, individually or collectively, would have a Material Adverse Effect on the Group.

2.2 The Purchaser may at any time waive any or all of the Conditions (save for Conditions (d) – (h) & (j)) by notice in writing to the Vendor.

2.3 If any of the Conditions has not been fulfilled (or waived by the Purchaser) on or before 11:00 a.m. (Hong Kong time) on the Long Stop Date, this Agreement and everything contained in it (save for **Clauses 15 to 18 and 20 to 22**) shall terminate and be null and void and of no further effect and no Party shall have any liability to any other Party save in respect of any prior breaches of the terms of this Agreement which result in the Conditions not being fulfilled. Notwithstanding anything to the contrary as set out in this Agreement, the Purchaser shall be liable to reimburse the Vendors' reasonable costs for the due diligence process and in relation to the preparation and execution by the Vendors of this Agreement and other agreements referred to herein subject to the aggregate of the Vendors' costs not exceeding HK\$1,560,000 if the Purchaser fails to obtain or complete the necessary approvals or registrations contemplated under Conditions (b) and (c) on or before 11:00 a.m. (Hong Kong time) on the Long Stop Date.

2.4 Each of the Parties undertakes to use their respective best endeavours to procure the satisfaction of all Conditions as soon as practicable and will inform each other promptly following satisfaction thereof and provide documents to each other evidencing the satisfaction thereof.

2.5 The Vendor shall provide, and shall procure the Group to provide, all reasonable assistance and access to and copies of all relevant documents as may be reasonably requested by the Purchaser in order for the Purchaser, at its costs, to obtain the following legal opinions:-

- (a) a legal opinion in respect of each of the Vendors issued by a firm of reputable lawyers practicing laws in the place of incorporation of the Vendors confirming the legal existence of each Vendor, the due capacity and authority of each Vendor to enter into and perform its obligations under this Agreement and the enforceability of this Agreement against each Vendor; and
 - (b) a legal opinion issued by a firm of reputable lawyers practicing laws in Bermuda, confirming (1) ASL's legal existence and authorised and issued share capital; (2) whether ASL is subject to any winding-up or administrative proceedings in Bermuda and (3) the Vendors' legal ownership of the Sale Shares.
- 2.6 The Vendor agrees that for the purpose of enabling the Purchaser to obtain and/or complete the regulatory approvals or registrations as contemplated under Condition (c), each Vendor shall, within five (5) Business Days of a request by the Purchaser, separately provide to the Purchaser duly signed letter(s) of representation as prepared by the Purchaser and addressed to the relevant PRC governmental or regulatory authorities confirming the same matters stated in paragraphs 1.1 to 1.4 of Schedule 5.
- 2.7 For the avoidance of doubt (and for the purpose of the Purchaser Parent obtaining the relevant PRC government or regulatory approvals or registrations), it is agreed by the Parties that the Purchaser shall not be obliged to proceed with Completion if this Agreement is not approved by the shareholders of the Purchaser Parent, the board of directors of the Purchaser Parent and/or registered with the relevant PRC governmental or regulatory authorities or agencies (including the China Securities Regulatory Commission).

3. SALE AND PURCHASE OF THE SALE SHARES

- 3.1 Subject to satisfaction of the Conditions, the Vendors, as beneficial owners, shall sell the Sale Shares for the Consideration and the Purchaser shall purchase the Sale Shares free from all Encumbrances and with all dividends (excepting those dividends declared prior to the date of this Agreement and the Special Dividend), benefits and other rights now or hereafter becoming attached or accruing thereto as from the date of this Agreement, unless otherwise agreed by the Purchaser.
- 3.2 No Vendor shall, except with the prior written consent of the Purchaser, create or permit to subsist any Encumbrance or dispose of any interest in, all or any of the Sale Shares prior to Completion.
- 3.3 The Vendors shall procure that ASL does not declare, pay or make any distribution or dividend (save for the Special Dividend) on the Shares at any time before Completion, unless otherwise agreed by the Purchaser.
- 3.4 The Purchaser agrees that ASL shall be entitled to declare a special dividend of HK\$0.92 on each Share (the "Special Dividend") payable to each holder of Share whose name appears on the register of members of ASL on a record date (which shall be a date prior to Completion) to be fixed by ASL provided that the payment of such Special Dividend shall be conditional on the GAT Closing and shall not be made earlier than the date of such

closing. The Vendors agree to procure that the declaration and payment of the Special Dividend by ASL shall comply with the provision of this **Clause 3.4**.

4. CONSIDERATION

- 4.1. The Consideration for the sale of the Sale Shares shall be paid in full on the Completion Date. Until full payment of the Consideration shall have been received by the Vendors, the Vendors shall retain the Sale Shares as security for the payment of the Consideration and shall not be obliged to transfer the Sale Shares to the Purchaser. Until the Sale Shares are transferred to the Purchaser, the Vendors shall be entitled to exercise all voting rights in respect of the Sale Shares and also to retain as security for the payment of the Consideration all dividends (excepting those dividends declared prior to the date of this Agreement and the Special Dividend) and other cash distribution in respect of the Sale Shares.
- 4.2. Where the Purchaser fails to pay the Consideration in full by the Completion Date as provided for in **Clause 4.1** and the Vendors exercise their right to defer Completion under **Clause 5.4.2**, the Purchaser shall pay to the Vendors interest based on the Default Rate on such amounts from the due date of such payment until the date of the actual payment.
- 4.3. The Consideration is to be received by the Vendors and shall be paid on the Completion Date by electronic transfer to the Vendors' designated bank account. The Vendors will provide the Purchaser details of the designated bank account no later than 5 Business Days prior to Completion Date or as soon as it is practicable prior to Completion Date.

5. COMPLETION

- 5.1. Subject to fulfilment or waiver of all the Conditions, Completion shall take place on the Completion Date (or if the Completion Date is not a Business Day because a tropical cyclone warning No.8 or above or a black rainstorm warning is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m. on that date, the next Business Day after that Completion Date) at 11:00 a.m. (Hong Kong time) at the office of N M Rothschild & Sons (Hong Kong) Limited at 16/F, Alexandra House, 18 Chater Road, Hong Kong or at such other time, date and/or venue as the Purchaser and the Vendors may otherwise agree.
- 5.2. At Completion, all (but not part only) of the following business shall be transacted:-
 - (a) the Vendors shall deliver or procure the delivery to the Purchaser or its nominee of sold notes and instruments of transfer in respect of all of Sale Shares duly executed on their behalf in favour of the Purchaser (or its nominee(s)) together with, if necessary, a cheque drawn in favour of "The Government of the Hong Kong Special Administrative Region" in respect of their share of the estimated stamp duty payable in respect of the transfer of all the Sale Shares;
 - (b) the Vendors shall deliver or procure the delivery to the Purchaser or its nominee the relevant share certificates for all the Sale Shares;
 - (c) the Vendors shall deliver, or procure to be delivered, to the Purchaser:

- (i) certified true copies of any powers of attorney or other authorities, if any, under which the instruments of transfer and sold notes in respect of the Sale Shares have been executed;
 - (ii) a certified true copy of the minutes of the board of directors or any other formal and written documents of each of the Vendors (certified as a true copy by a director of each of the Vendors) evidencing the authority of the person(s) executing and delivering this Agreement on behalf of the Vendors to do so and evidencing the approval by the Vendors of all transactions contemplated under this Agreement;
- (d) the Vendors shall procure that:
- (i) each of the Relevant Directors shall deliver to ASL a letter of resignation as a Director to take effect from the earliest date as may be permitted under Rule 7.1 of the Takeovers Code, duly executed under seal in a form to be reasonably approved by the Purchaser, waiving any rights or claims (including without limitation claims for lump-sum gratuity or compensation) (whether or not accrued or arisen) which he may have under his contract of employment or otherwise; and
 - (ii) each of the Relevant Directors shall deliver a letter of resignation as a director of each Group Company of which they are a director with effect from Completion, duly executed under seal in the same form as that referred to in sub-**Clause 5.2(d)(i)** above,

and the Vendors undertake to procure the delivery to the Purchaser of original copies of all the letters of resignation or such other evidence of such resignations as are referred to in this sub-**Clause 5.2(d)** as the Purchaser may deem sufficient;

- (e) the Vendors shall provide to the Purchaser resolutions of the board of directors of each of ASL and any other relevant Group Company (each certified as a true copy by a director of ASL) approving the following matters:-
- (i) the appointment of such persons as the Purchaser may nominate as new directors of ASL and its subsidiaries with effect from the date of despatch of the Offer Document, provided that the resolution appointing the directors of ASL may be passed subject to such directors being eligible and executing the required undertakings in favour of the Stock Exchange;
 - (ii) the appointment of such persons as the Purchaser may nominate as new secretaries, auditors and/or legal representatives of any Group Company with effect from Completion;
 - (iii) the acceptance of the resignations of each of the persons referred to in sub-**Clause 5.2(d)** above with effect from (in the case of directors of a Group Company which is not ASL) Completion or (in the case of directors of ASL) the earliest date as may be permitted under Rule 7.1 of the Takeovers Code, as the case may be;

- (iv) if required by the Purchaser, the revocation and/or amendment of all authorities and mandates to operate bank accounts and bank facilities of ASL and any other relevant Group Company and their renewal in such manner as the Purchaser may reasonably request and subject as aforesaid authority shall be given to such persons as the Purchaser shall nominate to operate such bank accounts and bank facilities; and
- (v) where relevant, the approval of the transfer of any share(s) held by a nominee in the capital of any Subsidiary or Associated Company, referred to in sub-**Clause 5.2(f)** below;

provided that the Vendors are not obliged to provide any board resolution mentioned above if the passing of any such board resolution is prohibited by any applicable laws and it is beyond the capacity of the Vendors to take any action in advance that could legalize the passing of such resolution;

- (f) the Vendors shall procure that any shares in the capital of any Group Company held by the Vendor or their associates (as defined under the Listing Rules) (except for members of the Group) on trust for another Group Company, shall be transferred to any person nominated by the Purchaser and deliver to the Purchaser an original instrument of transfer duly executed by the transferor (containing an endorsement by the transferor and transferee that the transfer does not involve any change in the beneficial ownership of the shares concerned);
- (g) the Vendors shall deliver, or procure to be delivered, to the Purchaser :-
 - (i) a copy of the board resolutions of ASL (certified as a true copy by a director of ASL) approving the execution and completion of the Special Deal Agreements; and
 - (ii) a copy of the shareholders' resolutions of ASL (certified as a true copy by a director of ASL) referred to in Condition (e) for approving the Special Deal Agreements and the Special Dividend;
- (h) the Purchaser shall deliver or cause to be delivered to the Vendors a certified true copy of the minutes of a meeting of the board of directors of the Purchaser evidencing the authority of the person(s) executing and delivering this Agreement on behalf of the Purchaser to do so; and
- (i) the Purchaser shall pay the Consideration in accordance with **Clause 4**.

5.3 None of the Parties shall be obliged to complete the sale and purchase of the Sale Shares or perform any obligations under **Clause 5.2** unless (a) the other Party also complies fully with its obligations under **Clause 5.2** and (b) the sale and purchase of all the Sale Shares are completed simultaneously in accordance with the requirements of **Clause 5.2**.

5.4. Deferral of Completion

5.4.1. If the obligations of the Vendors under **Clause 5.2** are not complied with on the Completion Date the Purchaser may:

- (a) defer Completion (so that the provisions of this **Clause 5** shall apply to Completion as so deferred);
- (b) proceed to Completion as far as practicable (without limiting its rights under this Agreement); or
- (c) treat this Agreement as terminated for breach of a condition, without prejudice to any rights it may have in respect hereof.

5.4.2. If the obligations of the Purchaser under **Clause 5.2** are not complied with on the Completion Date the Vendors may:

- (a) defer Completion (so that the provisions of this **Clause 5** shall apply to Completion as so deferred);
- (b) proceed to Completion as far as practicable (without limiting its rights under this Agreement); or
- (c) treat this Agreement as terminated for breach of a condition, without prejudice to any rights it may have in respect hereof.

5.5. Subject to the liability limits set-out in **Clauses 6.10** and **6.11**, the Vendors undertake to indemnify the Purchaser against any loss, expense or damage which it may suffer as a result of any document delivered to it pursuant to this Clause being unauthorised, invalid or for any other reason ineffective for its purpose.

5.6. Subject to the liability limits set out in **Clauses 7.5** and **7.6**, the Purchaser undertakes to indemnify the Vendors against any loss, expense or damage which they may suffer as a result of any document delivered to them pursuant to this Clause being unauthorised, invalid or for any other reason ineffective for its purpose.

6. VENDOR WARRANTIES

6.1. Subject to **Clause 6.11**, each of the Vendors hereby jointly and severally represents and warrants to the Purchaser (to the intent that the provisions of this Clause shall continue to have full force and effect notwithstanding Completion) that the Vendor Warranties contained in **Schedule 5** are true and accurate in all material respects at the date of this Agreement and will continue to be true and accurate in all respects and not misleading at all times subsequent to the date of this Agreement up to and including the Completion Date as if repeated on each such day immediately before Completion.

6.2. Each of the Vendors undertakes to promptly notify the Purchaser in writing of any matter or thing of which it becomes aware which is or may be a material breach of or materially inconsistent with any of the Vendor Warranties before Completion and the Purchaser may in its sole discretion without any liability on its part and without prejudice to any other right or remedies which it may have arising under this Agreement or otherwise, by notice in writing to the Vendors rescind or terminate this Agreement if there is such material breach provided that the Purchaser shall not exercise the rights conferred to it under this Clause to rescind or terminate this Agreement (a) if such breach is capable of being remedied and has

been remedied to the reasonable satisfaction of the Purchaser before the Long Stop Date or (b) if the liability of the Vendors under such breach would, assuming Completion, otherwise be excluded by the operation of **Clause 6.11**. For the avoidance of doubt, this Clause shall not prejudice the rights of the Purchaser to claim damages against the Vendors arising from such breach discovered before Completion (excluding, however, those breaches which have been remedied to the reasonable satisfaction of the Purchaser prior to Completion or the Long Stop Date, as the case may be, (referred to in this **Clause 6** as the “Cured Breach”), for which breach the Purchaser shall not be entitled to claim against the Vendors) if there is any other breach discovered after Completion, except for breach of those Vendor Warranties for which the Vendors are not liable because of the expiry of the Warranty Expiry Date under **Clause 6.10(b)**, which results in the liabilities of the Vendors under all breaches of the Vendor Warranties (excluding the Cured Breach) (whether discovered before or after Completion) exceeding the floor limit set out in **Clause 6.11**.

- 6.3. Without prejudice to any other rights or remedies of the Purchaser arising under this Agreement or otherwise, if at any time before Completion any of the Vendor Warranties is found to be incorrect in any material respect or any other material undertaking or representation by any of the Vendors has not been duly and promptly fulfilled or performed or is incapable of due and prompt fulfilment or performance by the Vendors, then the Purchaser may in its sole discretion without any liability on its part, by notice in writing to the Vendors rescind or terminate this Agreement provided that the Purchaser shall not exercise the rights conferred to it under this Clause to rescind or terminate this Agreement (a) if such breach is capable of being remedied and has been remedied to the reasonable satisfaction of the Purchaser before the Long Stop Date or (b) if the liability of the Vendors under such breach would, assuming Completion, otherwise be excluded by the operation of **Clause 6.11**. For the avoidance of doubt, this Clause shall not prejudice the rights of the Purchaser to claim damages against the Vendors arising from such breach discovered before Completion (excluding, however, the Cured Breach for which the Purchaser shall not be entitled to claim against the Vendors) if there is any other breach discovered after Completion, except for breach of those Vendor Warranties for which the Vendors are not liable because of the expiry of the Warranty Expiry Date under **Clause 6.10(b)**, which results in the liabilities of the Vendors under all breaches of the Vendor Warranties (excluding the Cured Breach) (whether discovered before or after Completion) exceeding the floor limit set out in **Clause 6.11**. The rights conferred upon the Purchaser by this Clause is in addition to and without prejudice to any other rights of the Purchaser (including any rights to claim damages or compensation from the Vendors by reason of any such breach or non-fulfilment) and failure to exercise it shall not constitute a waiver of any such rights.
- 6.4. Each of the Vendors accepts and acknowledges that the Purchaser is entering into this Agreement in reliance upon representations and warranties in the terms of the Vendor Warranties made by it.
- 6.5. Subject to the provisions herein (including **Clause 6.10(b)**), the Vendor Warranties shall not in any respect be extinguished or affected by Completion.
- 6.6. The Vendors shall procure that each Group Company shall comply with all laws and/or regulations and/or rules applicable to such Group Company in all material respects towards effecting and implementing the transactions contemplated under this Agreement.

- 6.7. The Vendors shall not (save only as may be necessary to give effect to this Agreement) do or allow and shall procure that no act or omission will occur before Completion which would constitute a material breach of any of the Vendor Warranties at the time of Completion or which would make any of the Vendor Warranties materially inaccurate if they were so given.
- 6.8. Where the Vendor Warranties are qualified as being “to the best of the Vendors’ knowledge and belief” or by any other similar expression, the Vendor Warranties are deemed to have been made or given (a) after all reasonable and practical due and diligent enquiries have been made by the Vendors or should have been made by the Vendors as prudent business persons and controlling shareholders of ASL in the management of the business affairs of the Group, including due inquiry of the directors of ASL, staff who directly report to the board of directors of ASL and company auditors of the Group and (b) after the Vendors has used their best endeavours to ensure that the Vendor Warranties are true, complete and accurate in all material respects.
- 6.9. The Vendors hereby undertake to, subject to **Clauses 6.10 and 6.11**, indemnify and keep indemnified the Purchaser against any loss or liability suffered by the Purchaser as a result of or in connection with any breach of any of the Vendor Warranties provided that the indemnity contained in this Clause shall be without prejudice to any other rights and remedies of the Purchaser in relation to any such breach.
- 6.10. The liability of the Vendors in respect of any claims for breach of the Vendor Warranties shall be limited as follows:-
- (a) the maximum liability of the Vendors in respect of all claims for breach of the Vendor Warranties shall be the aggregate amount of the Consideration paid by the Purchaser for acquiring the Sale Shares; and
 - (b) no claim may be brought against the Vendors in respect of a breach of any of the Vendor Warranties (other than those Vendor Warranties under paragraphs 1.1 to 1.5, 2.1, 2.2, 2.5, 2.6 and 2.10 of **Schedule 5**, in respect of a breach of which there shall not be any time limitation period for claims) after the date falling 6 months from the Completion Date (referred to in this Clause as the “**Warranty Expiry Date**”) and the Vendors shall not be liable in respect of a breach of the Vendor Warranties unless the Vendors shall have received written notice from the Purchaser prior to the Warranty Expiry Date giving details of the relevant claim.
- 6.11. The Vendors shall have no liability whatsoever in respect of any individual claim for breach of a particular Vendor Warranty (referred to in this Clause as the “**Individual Claim**”) unless and until the amount that would be recoverable from the Vendors (but for this Clause) in respect of that Individual Claim:
- (a) exceeds HK\$100,000; and
 - (b) when aggregated with any other amounts so recoverable in respect of other Individual Claims (excluding (i) any amounts in respect of an Individual Claim for which the Vendors have no liability by virtue of **Clause 6.11(a)** and (ii) any amounts in respect of the Cured Breach) exceeds HK\$500,000 and in the event that the

aggregated amounts exceed HK\$500,000 the Purchaser shall be entitled to the recovery of such aggregated amounts and not only the excess over HK\$500,000.

- 6.12. If the Purchaser becomes aware of any matter that may give rise to a claim for breach of the Vendor Warranties (a "Claim"), the Purchaser shall give notice of that fact as soon as practicable to the Vendors.
- 6.13. If the Claim in question is a result of, or in connection with, a claim by or liability to a third party, then:
- (a) no admission of liability shall be made by or on behalf of the Purchaser or any Group Company and the Claim shall not be compromised, disposed of or settled without the consent of the Vendors (such consent not to be unreasonably withheld or delayed); and
 - (b) the Purchaser shall take, and shall procure the Group Companies to take, such actions as the Vendors may reasonably request to avoid dispute, resist appeal, compromise or mitigate any claim which would give rise to a claim under the Vendor Warranties or any matter which may give rise to such a claim on the basis that each of them shall be fully indemnified by the Vendors as to all reasonable costs and expenses which they may reasonably incur by reason of such requested action; and
 - (c) if so requested, the Vendors shall have reasonable conduct of such Claims and the Purchaser and the Group shall render all reasonable assistance to the Vendors and their advisors in defending such Claims provided that the Purchaser and the Group shall be fully indemnified by the Vendors as to all reasonable costs and expenses which they may reasonably incur by reason of such requested action and that the Vendors shall from time to time keep the Purchaser and the Group fully informed of the updated progress and status of the conduct of such Claims.

7. PURCHASER WARRANTIES

- 7.1. The Purchaser represents and warrants to the Vendors to the intent that each of the following representations and warranties is true and accurate in all respects and not misleading at the date of this Agreement and will continue to be true and accurate in all respects and not misleading at all times subsequent to the date of this Agreement up to and including the Completion Date as if repeated on each such day immediately before Completion:
- (a) the Purchaser has full power and authority and has taken all necessary corporate action to enable it effectively to enter into and perform this Agreement and all agreements entered into, pursuant to the terms of this Agreement, and such agreements when executed, will constitute valid, binding and enforceable obligations on the Purchaser in accordance with their respective terms and save for the fulfilment of the Conditions, it does not require consent, approval or authority of any other person to enter into or perform its obligations under this Agreement, and it is not engaged in any litigation or arbitration proceedings which might have an

effect upon its capacity or ability to perform its obligations under this Agreement and no such legal or arbitration proceedings have been threatened against it;

- (b) this Agreement constitutes and the other documents executed by it which are to be delivered at Completion will, when executed, constitute binding obligations of it in accordance with their respective terms;
- (c) the execution and delivery of, and the performance of its obligations under this Agreement will not:
 - (i) result in a breach of any provision of the memorandum or articles of association (or other similar constitutional documents) of it (being a corporation or company); or
 - (ii) result in a breach of any order, judgment or decree of any court or governmental agency to which it is a party or by which it is bound;
- (d) it acknowledges that save for the fulfilment of the Conditions, no action has been or will be taken with any relevant securities, governmental or regulatory authorities in any jurisdiction with respect to the execution, validity or performance of this Agreement and confirms that (where applicable) save for the fulfilment of the Conditions, it has obtained or complied with all authorizations and/or regulations of any relevant securities, governmental or regulatory authorities in connection with the execution, validity and performance of this Agreement; and
- (e) that the Purchaser has sufficient financial means to satisfy the Consideration upon Completion.

7.2. The Purchaser shall not (save only as may be necessary to give effect to this Agreement) do or allow and shall procure that no act or omission will occur before Completion which would constitute a material breach of any of the Purchaser Warranties at the time of Completion or which would make any of the Purchaser Warranties materially inaccurate or misleading if they were so given.

7.3. In the event of it being found prior to Completion that any of the Purchaser Warranties are materially untrue or incorrect, or in the event of any matter or thing arising or becoming known or being notified to the Purchaser which is materially inconsistent with any of the Purchaser Warranties or in the event of the Purchaser becoming unable or failing to do anything in any material respect required to be done by it at or before Completion, the Vendors shall not be bound to complete the sale of the Sale Shares and the Vendors may by written notice rescind this Agreement without liability on their part provided that the Vendors shall not exercise the rights conferred to it under this Clause to rescind or terminate this Agreement (a) if such breach is capable of being remedied and has been remedied to the reasonable satisfaction of the Vendors before the Long Stop Date or (b) if the liability of the Purchaser under such breach would, assuming Completion, otherwise be excluded by the operation of **Clause 7.6**. The right conferred upon the Vendors by this Clause is in addition to and without prejudice to any other rights of the Vendors (including any rights to claim damages or compensation from the Purchaser by reason of any such breach or non-fulfilment) and failure to exercise it shall not constitute a waiver of any such rights.

- 7.4. Subject to **Clauses 7.5 and 7.6**, the Purchaser hereby undertakes to indemnify and keep indemnified the Vendors against any loss or liability suffered by the Vendors as a result of or in connection with any breach of any of the Purchaser Warranties provided that the indemnity contained in this Clause shall be without prejudice to any other rights and remedies of the Vendors in relation to any such breach.
- 7.5. The liability of the Purchaser in respect of any claims for breach of the Purchaser Warranties shall be limited to the extent that the maximum liability of the Purchaser in respect of all claims for breach of the Purchaser Warranties shall be the aggregate amount of the Consideration payable by the Purchaser for acquiring the Sale Shares.
- 7.6. The Purchaser shall have no liability whatsoever in respect of any individual claim for breach of a particular Purchaser Warranty (referred to in this Clause as the “**Individual Claim**”) unless and until the amount that would be recoverable from the Purchaser (but for this Clause) in respect of that Individual Claim:
- (a) exceeds HK\$100,000; and
 - (b) when aggregated with any other amounts so recoverable in respect of other Individual Claims (excluding any amounts in respect of an Individual Claim for which the Purchaser has no liability by virtue of **Clause 7.6(a)**) exceeds HK\$500,000 and in the event that the aggregated amounts exceed HK\$500,000 the Vendors shall be entitled to the recovery of such aggregated amounts and not only the excess over HK\$500,000.

8. CONDUCT OF BUSINESS

- 8.1 The Vendors undertake to, to the extent a Vendor has the authority under the relevant Hong Kong security laws, procure that before the expiry of the Pre-appointment Period, the business of the Group shall be operated in a normal and usual basis and in the ordinary course of day-to-day operations and in a manner consistent with past practices and no Group Company shall, before the expiry of the Pre-appointment Period, without the prior written consent of the Purchaser or except as provided in this Agreement:
- (a) in any way change its capital structure, increase its authorised or issued share capital or registered capital or issue or allot or agree to issue or allot any new shares, warrants or options whatsoever in its capital or grant or agree to grant any option or right to acquire or subscribe for any of its shares or registered capital or amend the terms of any existing option over or right to acquire or subscribe for any of its shares or registered capital, save for the issue of Shares by ASL pursuant to the 16,000,000 outstanding share options granted under the Share Option Schemes as of the date hereof;
 - (b) do or suffer anything whereby its financial position shall be rendered less favourable in a material respect than that as shown in the 2008 December Accounts otherwise than in the ordinary course of its business;

- (c) amend its constitutional documents except for amendments required by laws or the Listing Rules;
- (d) adopt or introduce any new retirement benefit scheme or plan or severance plan for its employees or directors nor make any changes to the current retirement benefit scheme or plan or severance plan for its employees or directors;
- (e) make any change to the employment terms of its director or senior management relating to an increase of compensation payable to such director or senior management in case his/her employment contract is terminated by such Group Company; or
- (f) do, allow or procure any act or omission which would constitute a breach of any of the Vendor Warranties or the Takeovers Code.

9. ASSISTANCE FROM THE VENDORS

- 9.1 Subject to **Clause 9.2**, the Vendors agree to provide, and to procure the Group promptly to provide, all necessary information, document and materials relating to the Vendors, the Vendors' Associates and the Group and such assistance as the Purchaser Parent or the Purchaser may reasonably require for the purpose of obtaining any regulatory or government approvals under the PRC laws and any loans for financing the acquisition of the Sale Shares and undertaking the subsequent General Offer and preparing such announcement(s) and circular(s) (which may include information relating to the Group, the Vendors and the Vendors' Associates) and answering such queries as may be raised by any regulatory or government authorities and financing parties in respect of the transactions contemplated under this Agreement and the subsequent General Offer.
- 9.2 The obligations of the Vendors to procure the Group to provide information relating to the Group under **Clause 9.1** shall cease after the expiry of the Pre-appointment Period.

10. ADDITIONAL WARRANTIES AND UNDERTAKINGS BY THE VENDOR

- 10.1 The Vendors hereby warrant to the Purchaser that the Vendors shall be responsible for all US or Singapore Tax arising from their sale of the Sale Shares under this Agreement.
- 10.2 Save for the Transfer of Employees, the Vendors undertake to the Purchaser not to, and to procure their Associates not to, at any time during the period commencing from the date of the GAT Closing until and inclusive of the Completion Date (the "**Restricted Period**"), induce or attempt to induce any person who is at any time during the Restricted Period an employee of the Group to terminate his or her appointment or employment with the Group, except as a result of a general solicitation not targeted at the Group's employee population or as a result of any individual approaching the Vendors or their Associates on that employee's own initiative or after an employee is no longer an employee of the Group.

11. REGULAR MEETINGS

Subject to the Purchaser executing of an undertaking on confidentiality and restriction on the use of information and indemnity for damages for breach in such form as reasonably acceptable to ASL, the Vendors will use its best endeavours to arrange a regular monthly meeting at a mutually acceptable date between ASL, the Vendors and the Purchaser during the term of this Agreement. Such a meeting will be attended by Mr. Wang Weihang and Mr. Chen Zhaohui, representatives of the Purchaser (or nominees as designated by both or each of them), Mr. Ready Lai Yam Ting and Mr. Edward Lau Ming Chi of ASL, and Mr. Michael Shove and Mr. Darren John Collins (or nominees as designated by both or each of them) both representing the Vendors to discuss and update the progress of the fulfillment of the Conditions and to discuss matters for facilitating a smooth completion of the transactions contemplated under this Agreement. This obligation shall expire as at the Completion Date. Parties' hereby agree that a breach of this provision shall not entitle the Purchaser to either terminate this Agreement or claim for damages.

11A USE OF APPLICATION SOFTWARE

The Vendors undertake to the Purchaser that subject to and notwithstanding Completion, CSC International and its Associates shall permit the continuous use by the Group of the application software namely CSC Portal, GPARS and E-learning and those application software as set out in paragraph B of Appendix 20.1 to this Agreement in the same manner and at the same charges as they are now used by, and charged to, the Group for a period of six months after the Completion Date. The undertaking by the Vendors under this Clause shall survive Completion.

12. INFORMATION ON BANK ACCOUNTS

The Vendors shall provide to the Purchaser not less than five (5) Business Days prior to Completion a list containing full and accurate details of each bank, or other financial institution at which the Group has an account or safety deposit box, the names of all persons authorised to draw thereon or have access thereto, the amount of cash held at each such bank as of the end of last month prior to the provision of such list, and any material cash withdrawals thereafter.

13. PROTECTION OF GOODWILL OF THE GROUP

13.1 Unless otherwise agreed by the Purchaser, the Vendors undertake to procure that during the period as specified in Clause 13.2 and insofar as the Purchaser Parent and its subsidiary collectively remain the holders of not less than 30% of the issued share capital of ASL, the Vendors and their Associates shall not:

- (a) directly or indirectly, engage, participate or hold any interest or otherwise be involved in the Core Business and competitive with the Core Business of the Group

or part thereof in Hong Kong, except for the holding of voting shares or other voting securities in any other company which engages or participates in any business similar to and competitive with the business of the Group, **PROVIDED THAT** such shares or securities are listed on a stock exchange and the total securities held by the Vendors and their Associates do not amount to more than 5% in aggregate of the total issued voting shares or other voting securities of such company in question;

- (b) solicit or persuade any person or corporation which is a customer or client of the Group, or who is or was a customer or client of or in respect of the Core Business of the Group, to cease doing the Core Business with the Group or reduce the amount of the Core Business which the customer or client would normally do in respect of the Core Business of the Group;
- (c) accept from a customer or client referred to in **Clause 13.1(b)** above any business of the kind ordinarily forming part of the Core Business of the Group; or
- (d) at any time induce or attempt to induce any person (other than those employees contemplated to be transferred as identified in the Global Account Transfer Agreement) who is at the date of this Agreement or the Completion Date an employee of the Group to terminate his or her appointment or employment with the Group, except as a result of a general solicitation not targeted at the Group's employee population or as a result of any individual approaching the Vendors or their Associates on that employee's own initiative or after an employee is no longer an employee of the Group.

With regard to **Clause 13.1(a)**, **13.1(b)** and **13.1(c)**, the inclusion of a relatively de minimus element of client activities in an otherwise non-competing relationship with a Vendor's client will not be considered a competing activity under this Agreement. For the purpose of determining whether an element of client activities is a relatively de minimus element, it should be judged from the context of the Group since such element or activities may be deemed immaterial to the Vendors or their Associates but material to the Group as the size of the group of companies comprising the Vendors and their Associates is much bigger than that of the Group.

- 13.2 The undertakings set out in **Clause 13.1** shall not take effect unless Completion takes place and shall continue for a period beginning on the Completion Date and ending on the first anniversary of the Completion Date.
- 13.3 It is agreed and declared by the Parties that if any one or more of the restrictions contained in this **Clause 13** shall be judged by a court of competent jurisdiction to be void as going beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Group but would be valid if words were deleted from it or the period or place of it reduced in scope, the restrictions shall be deemed to apply with such modifications as may be necessary to make them valid and effective and any such modification shall not affect the validity of any other restriction.
- 13.4 Each and every obligation under **Clause 13.1** shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part such part or parts as are unenforceable shall

be deleted from this **Clause 13** and any such deletion shall not affect the enforceability of all such parts of this **Clause 13** as remain not so deleted.

14. GENERAL OFFER

- 14.1 The Purchaser undertakes to the Vendors that if and when required so to do under the Takeovers Code as a result of the sale and purchase of the Sale Shares (and subject to such waivers as the Purchaser may apply for and be granted under the Takeovers Code), the Purchaser shall promptly make the General Offer in accordance with the Takeovers Code.
- 14.2 Subject to **Clause 14.3**, the Purchaser and the Vendors shall use all reasonable endeavours to procure that the Offer Document and any other documents or announcements required to be issued or published under the Takeovers Code be despatched as soon as reasonably practicable after the announcement of the terms of the General Offer and within the time limit required by the SFC and the Takeovers Code (or such later date as may be approved by the SFC) and that all such documents (including the Offer Document) shall comply in all respects with the requirements of the Takeovers Code.
- 14.3 The obligations of the Vendors under **Clause 14.2** shall cease after the expiry of the Pre-appointment Period.

15. CONFIDENTIALITY

- 15.1 No announcement to any third party (other than public disclosures required by law or the regulations of the relevant stock exchange on which the shares of the relevant Party or its ultimate holding company are listed) on any matter concerning or connected with this Agreement or the Group or any matter ancillary thereto shall be made without the prior approval of all Parties.
- 15.2 Each of the Parties agrees that it shall not either during the continuance of this Agreement or at any time thereafter disclose or divulge to any person whatsoever or use or exploit for its own purpose or benefit or for the purpose or benefit of any other person, firm or corporation any information relating to any other party or relating to any of the respective clients or business contacts of any such party which may have come to its knowledge (except to the extent such information is in the public domain) save that the Purchaser shall be entitled to do so for the purpose of obtaining fulfilment of the Conditions and obtaining finance for acquiring the Sale Shares and undertaking the subsequent General Offer.
- 15.3 Any announcement by any Party required to be made pursuant to any relevant law or the requirements of any relevant stock exchange or the SFC shall be issued only after such prior consultation with the other Parties as is reasonably practicable in the circumstances.

15A. PROVISION OF PURCHASER PARENT BOARD RESOLUTION

Notwithstanding any provisions to the contrary herein, this Agreement shall not become effective if the Purchaser cannot provide to the Vendors a copy of the resolution of the Board of Directors of the Purchaser Parent for approving this Agreement within 5 days from the date of this Agreement.

16. FURTHER ASSURANCE

- 16.1. The Vendors and the Purchaser shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.
- 16.2. None of the obligations or rights and remedies of a Party under this Agreement may be assigned without the prior consent of the other Party.

17. ENTIRE AGREEMENT

- 17.1. This Agreement constitutes the whole agreement between the Parties hereto in connection with the sale and purchase of the Sale Shares and supersedes and cancels in all respects all previous letters of intent, correspondence, understandings, agreements and undertakings (if any) between the Parties with respect to the subject matter hereof, whether such be written or oral.

18. NOTICES

- 18.1. A notice required or authorised to be given or served on a Party under this Agreement must be in writing and in English may be given or served by facsimile, post or hand to that Party at its facsimile number or address appearing in this Clause or such other facsimile number or address as the Party may have notified the other Party or Parties in writing:-

Vendors:

Attention: Randy Phillips, Vice President – Corporate Development

Address: 3170 Fairview Park Dr.
Falls Church, VA 10021
United States of America

Facsimile No: +1 703 439 2506

Copy to: Philip Chua, Managing Counsel, Asia

Address: 139, Cecil Street, #06-00, Cecil House, Singapore 069539

Facsimile No: +65 6422 6410

Purchaser:

Attention: Mr. Wang Weihang, President & Chief Executive Officer

Address: 10-11th Floor, Technology Fortune Tower A, Xueqing Road, Haidian District, Beijing, 100085, PRC

Facsimile No: +86 10 8273 3999

Copy to: Edward Zhuang, Chief Legal Counsel

Address: 10-11th Floor, Technology Fortune Tower A, Xueqing Road, Haidian District, Beijing, 100085, PRC

Facsimile No: +86 10 8273 3999

- 18.2. A notice is deemed to have been given or served on the Party to whom it was sent:
- (a) in the case of hand delivery, on delivery during Business Hours;
 - (b) in the case of pre-paid post, 2 Business Days after the date of dispatch; and
 - (c) in the case of facsimile transmission, at the time of despatch if, following transmission, the sender receives a transmission confirmation report or, if the sender's facsimile machine is not equipped to issue a transmission confirmation report, the recipient confirms in writing that the notice has been received.
- 18.3. A notice given or served under this Agreement is sufficient if:
- (a) in the case of a company, it is signed by a director, officer or secretary of that company; or
 - (b) in the case of an individual, it is signed by that party.
- 18.4. The provisions of this Clause are in addition to any other mode of service permitted by law.
- 18.5. In this clause 'notice' includes a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under this Agreement.

19. STAMP DUTY

All stamp duty payable on the sale and purchase of the Sale Shares shall be borne by the Vendors as to 50% and the Purchaser as to 50%.

20. MISCELLANEOUS

- 20.1. All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters then already performed. The Purchaser or the Vendors may take action for breach or non fulfilment of any warranty, undertaking or provision contained in or of this Agreement before or after Completion and Completion shall not in any way constitute any waiver of any rights of the Purchaser.
- 20.2. If at any time any provision hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 20.3. Time shall be of essence of this Agreement.
- 20.4. This Agreement shall be binding on and shall ensure for the benefit of the successors and assignees of the Parties but, save as expressly provided herein, shall not be capable of being assigned by any Party without the written consent of all Parties.
- 20.5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.
- 20.6. Each Party shall bear its own legal and professional fees, costs and expenses and Tax incurred in connection with this Agreement provided that all costs and expenses of ASL incurred in respect of the transactions contemplated herein shall be solely for the account of ASL.
- 20.7. No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver, or in any way limit that Party's ability to further exercise or enforce that, or any other, right. A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

21. GOVERNING LAW AND JURISDICTION

- 21.1. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 21.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Ordinance (Cap. 341 of the Laws of Hong Kong) as at present in force and as may be amended from time to time. The appointing authority shall be the Hong Kong International Arbitration Centre.
- 21.3. The place of arbitration shall be in Hong Kong and shall take place at the Hong Kong International Arbitration Centre and there shall be only one arbitrator. If the Parties fail to agree on the designation of an arbitrator within a twenty (20) day period, the Hong Kong International Arbitration Centre shall be requested to designate the single arbitrator. Any arbitration shall be administered by the Hong Kong International Arbitration Centre in accordance with its procedures for arbitration in force at the date of this Agreement

including such additions to the Arbitration Ordinance (Cap. 341 of the Laws of Hong Kong) as are therein contained. English shall be the language used for the entirety of the arbitration proceedings.

- 21.4. Each of the Vendors hereby irrevocably appoints CSC Computer Sciences HK Limited (Attention: Andrew Anker) of 4024-4039, 40th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other legal process in Hong Kong. If for any reason the agent named above (or his successor) no longer services as agent of the Vendors for this purpose, the Vendors shall promptly appoint a successor agent and notify the Purchaser thereof provided that until the Purchaser receives such notification, it shall be entitled to treat the agent above (or its successor) as the agent of the Vendors for the purposes of this Clause. Each of the Vendors agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service (or its successor) at its address for the time being in Hong Kong whether or not such agent gives notice thereof to it.

22. AMENDMENTS

- 22.1. This Agreement may not be amended without the written consent of all of the Parties.

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IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

Signed by)
for and on behalf of)
CSA HOLDINGS LIMITED)

Signature of Authorized Signatory

Signature of Authorized Signatory

Name of Authorized Signatory

Name of Authorized Signatory

Signed by)
for and on behalf of)
CSC COMPUTER SCIENCES)
INTERNATIONAL INC.)
)

Signature of Authorized Signatory

Signature of Authorized Signatory

Name of Authorized Signatory

Name of Authorized Signatory

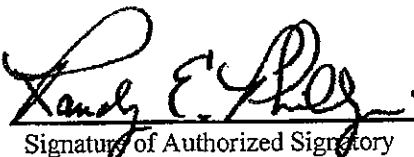
IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written..

Signed by)
for and on behalf of)
CSA HOLDINGS LIMITED)

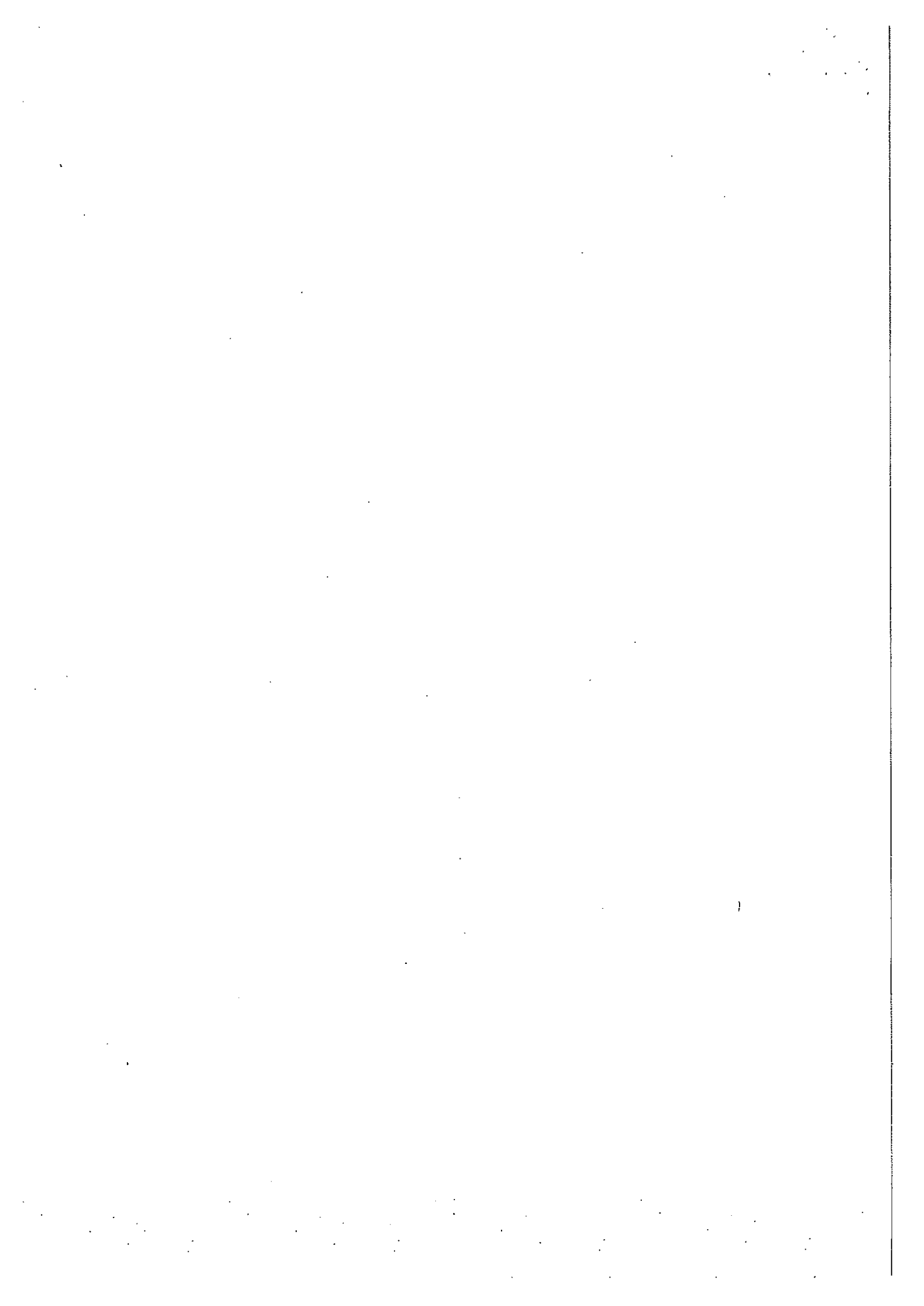

Signature of Authorized Signatory

Randy E. Phillips
Name of Authorized Signatory

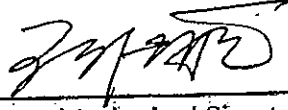
Signed by)
for and on behalf of)
CSC COMPUTER SCIENCES)
INTERNATIONAL INC.)


Signature of Authorized Signatory

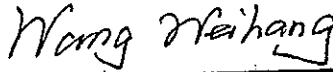
Randy E. Phillips
Name of Authorized Signatory



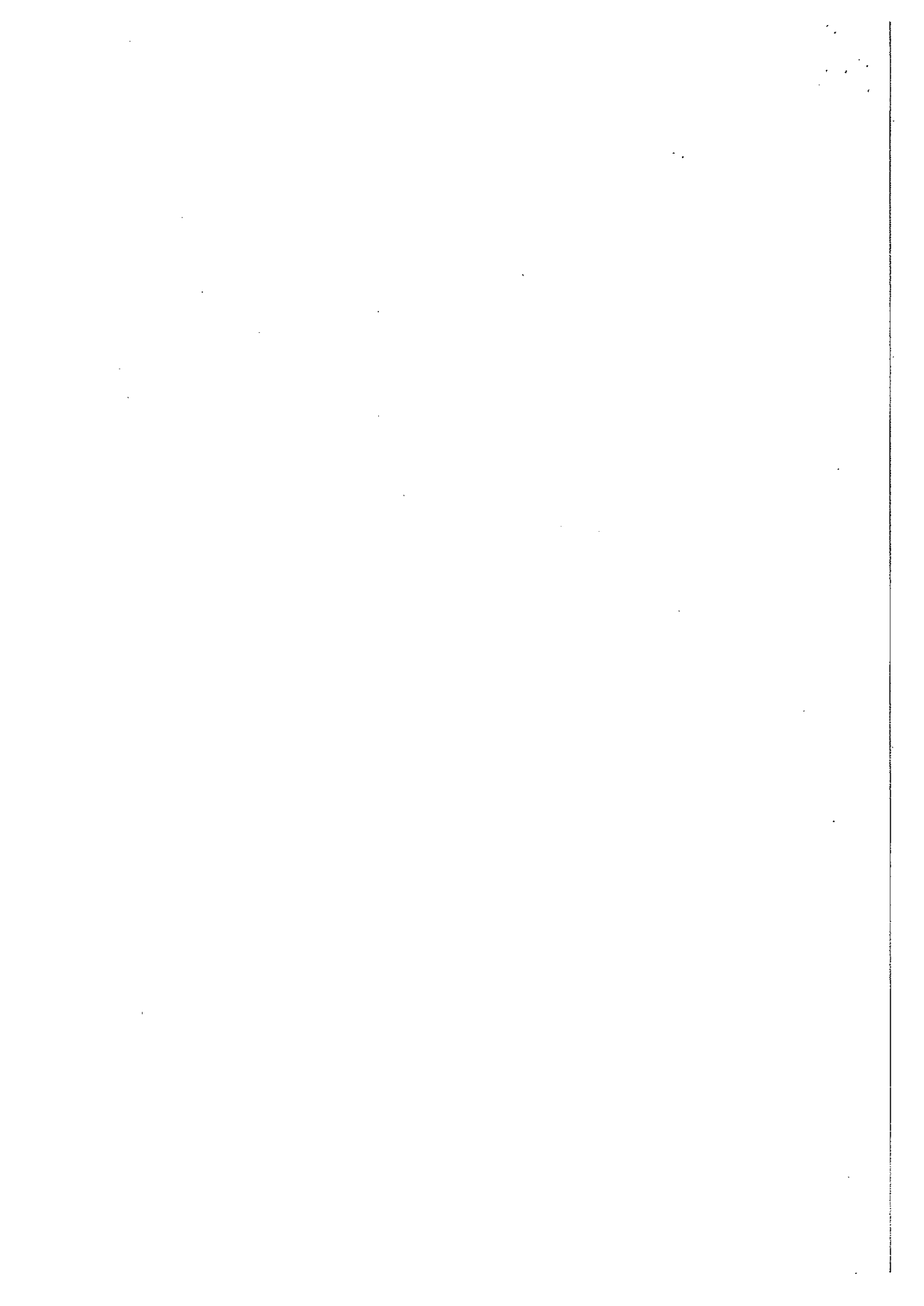
Signed by Wang Weihang, sole director)
for and on behalf of)
TEAMSUN TECHNOLOGY)
(HK) LIMITED)



Signature of Authorized Signatory



Name of Authorized Signatory



Signed by)
for and on behalf of)
TEAMSUN TECHNOLOGY)
(HK) LIMITED)
)

Signature of Authorized Signatory

Signature of Authorized Signatory

Name of Authorized Signatory

Name of Authorized Signatory

SCHEDULE 1 – DETAILS OF ASL

NAME: Automated Systems Holdings Limited

COMPANY NO.: EC 23686 (Bermuda); F8719 (Hong Kong)

DATE AND PLACE OF INCORPORATION: 8th August 1997, incorporated in Bermuda

REGISTERED ADDRESS: Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda

PRINCIPAL PLACE OF BUSINESS: 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong

AUTHORISED SHARE CAPITAL: HK\$60,000,000.00 comprising 600,000,000 shares of HK\$0.10 each

ISSUED SHARE CAPITAL: HK\$29,742,700.00 comprising 297,427,000 shares

DIRECTORS:

Allen Joseph Pathmarajah	Darren John Collins
Johnny Moo Kwee Chong	Andrew John Anker
Peter Kuo Chi Yung	Kenneth Wang Yung Chang
Ready Lai Yam Ting	Peter Hon Sheung Tin
Edward Lau Ming Chi	Richard Li King Hang
Michael Shove	Stephen Cheung Man

COMPANY SECRETARY: Edward Lau Ming Chi

AUDITORS: Deloitte Touche Tohmatsu

SCHEDULE 2 – DETAILS OF THE SUBSIDIARIES

NAME: AUTOMATED SYSTEMS (H.K.) LIMITED
(自動系統(香港)有限公司)

COMPANY NO.: 33338

DATE AND PLACE OF INCORPORATION: 11th May 1973, incorporated in Hong Kong

REGISTERED ADDRESS: 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong

CORRESPONDENCE: 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong

AUTHORISED SHARE CAPITAL: HK\$60,000,000.00 comprising 60,000,000 shares of HK\$1.00 each

ISSUED SHARE CAPITAL: HK\$55,350,002.00 comprising 55,350,002 shares of HK\$1.00 each

SHAREHOLDER NAMES:	NO. OF ORDINARY SHARES:
Automated Systems Holdings Limited	1
Ready Lai Yam Ting (on trust for ASL)	1

SHAREHOLDER NAMES:	NO. OF DEFERRED SHARES:
CSA Holdings Ltd	49,999,750
Peter Kuo Chi Yung	2,140,000
Kelvin Kwok Kah Kie	1,070,000
Ready Lai Yam Ting	1,070,000
Desmond Lau Chi Chiu	1,070,000
OCBC Nominees (Hong Kong) Limited	250

DIRECTORS: Allen Joseph Pathmarajah
Ready Lai Yam Ting

COMPANY SECRETARY: W.T. (Secretaries) Limited

AUDITORS: Deloitte Touche Tohmatsu

NAME: ELM COMPUTER TECHNOLOGIES LIMITED
 (榆林電腦科技有限公司)

COMPANY NO.: 255637

DATE AND PLACE OF INCORPORATION: 21st June 1989, incorporated in Hong Kong

REGISTERED ADDRESS: Unit 1115-1121, 11/F Topsail Plaza, Unit 1115-1121 On Sum Street, Shatin, N.T., Hong Kong

CORRESPONDENCE: As above

AUTHORISED SHARE CAPITAL: HK\$12,000,000.00 comprising 12,000,000 shares of HK\$1.00 each

ISSUED SHARE CAPITAL: HK\$12,000,000.00 comprising 12,000,000 shares of HK\$1.00 each

SHAREHOLDER NAMES:	NO. OF ORDINARY SHARES:
Automated Systems Holdings Limited	11,999,999
Lam Kwong Shing (on trust for ASL)	1

DIRECTORS: Lam Kwong Shing
 Ready Lai Yam Ting

COMPANY SECRETARY: W.T. (Secretaries) Limited

AUDITORS: Deloitte Touche Tohmatsu

NAME: EXPRESS PROFITS DEVELOPMENT LIMITED

COMPANY NO.: 224509

DATE AND PLACE OF INCORPORATION: 26th March 1997, incorporated in British Virgin Islands

REGISTERED ADDRESS: Portcullis TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, BVI

CORRESPONDENCE: 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong

AUTHORISED SHARE CAPITAL: US\$50,000.00 comprising 50,000 shares of US\$1.00 each

ISSUED SHARE CAPITAL: US\$2.00 comprising 2 shares of US\$1.00 each

SHAREHOLDER NAMES:	NO. OF SHARES:
Automated Systems Holdings Limited	1
Ready Lai Yam Ting (on trust for ASL)	1

DIRECTORS: Ready Lai Yam Ting

COMPANY SECRETARY: Fong Ching Kwan

AUDITORS: Deloitte Touche Tohmatsu

NAME: EXPRESS RETURNS LIMITED
 COMPANY NO.: 224125
 DATE AND PLACE OF INCORPORATION: 25th March 1997, incorporated in British Virgin Islands
 REGISTERED ADDRESS: Portcullis TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, BVI
 CORRESPONDENCE: 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong
 AUTHORISED SHARE CAPITAL: US\$50,000.00 comprising 50,000 shares of US\$1.00 each
 ISSUED SHARE CAPITAL: US\$2.00 comprising 2 shares of US\$1.00 each

SHAREHOLDER NAMES:	NO. OF SHARES:
Automated Systems Holdings Limited	1
Ready Lai Yam Ting (on trust for ASL)	1

DIRECTORS: Ready Lai Yam Ting
 COMPANY SECRETARY: Fong Ching Kwan
 AUDITORS: Deloitte Touche Tohmatsu

NAME: EXPRESS SUCCESS LIMITED
 COMPANY NO.: 225733 (British Virgin Islands); F14871 (Hong Kong)
 DATE AND PLACE OF INCORPORATION: 4th April 1997, incorporated in British Virgin Islands
 REGISTERED ADDRESS: Portcullis TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, BVI
 CORRESPONDENCE: 15/F Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong
 AUTHORISED SHARE CAPITAL: US\$50,000.00 comprising 50,000 shares of US\$1.00 each
 ISSUED SHARE CAPITAL: US\$2.00 comprising 2 shares of US\$1.00 each
 SHAREHOLDER NAMES: NO. OF SHARES:
 Automated Systems Holdings Limited 1
 Ready Lai Yam Ting (on trust for ASL) 1
 DIRECTORS: Ready Lai Yam Ting
 COMPANY SECRETARY: Fong Ching Kwan
 AUDITORS: Deloitte Touche Tohmatsu

NAME: ASL Automated (Thailand) Ltd.

REGISTRATION NO.: 0105543030656

DATE AND PLACE OF INCORPORATION: 24th March 2000, incorporated in Thailand

PRINCIPAL OFFICE: 283/42 Home Place Office Building, Unit 0901, 9th Floor, Sol Sukhumvit 55 (Thonglor 13), Sukhumvit Road, Kwang Klongtan Nua, Khet Vadhana, Bangkok 10110, Thailand

CORRESPONDENCE: As above

AUTHORISED SHARE CAPITAL: THB111,000,000 comprising 1,110,000 shares of THB100 each

ISSUED SHARE CAPITAL: THB111,000,000 comprising 1,110,000 shares of THB100 each

SHAREHOLDER NAMES:	NO. OF ORDINARY SHARES:
Automated Systems Holdings Limited	105,000 (100% paid-up)
Automated Systems Holdings Limited	1,000,000 (39% paid-up)
Ready Lai Yam Ting (on trust for or on behalf of ASL)	1
Peter Kuo Chi Yung (on trust for or on behalf of ASL)	1
Desmond Lau (on trust for or on behalf of ASL)	1
Sawaluck Chuksiri (on trust for or on behalf of ASL)	4,994
Krittiya Eamsiri (on trust for or on behalf of ASL)	1
Sakom Sansuk (on trust for or on behalf of ASL)	1
Charas Chaleewan (on trust for or on behalf of ASL)	1

DIRECTORS: Ready Lai Yam Ting
Sawaluck Chuksiri

COMPANY SECRETARY: N.A.

AUDITORS: Ernst & Young Office Limited

NAME: CSA AUTOMATED (MACAU) LIMITED
自動系統(澳門)有限公司
SISTEMAS AUTOMATICOS CSA (MACAU) LIMITADA

REGISTRATION NO.: 9271 SO

DATE AND PLACE OF INCORPORATION: 27th June 1994, incorporated in Macau

REGISTERED ADDRESS: Alameda Dr. Carlos D'Assumpcao No. 180, Edf. Tong Nam Ah Comercial Campo, 14-Andar O-R, Macau

CORRESPONDENCE: As above

AUTHORISED CAPITAL: MOP\$10,000.00

ISSUED CAPITAL: MOP\$10,000.00

SHAREHOLDER NAMES:	ISSUED CAPITAL:
Automated Systems Holdings Limited	MOP\$9,000.00
Ready Lai Yam Ting (on trust for or on behalf of ASL)	MOP\$1,000.00

DIRECTORS: Ready Lai Yam Ting

COMPANY SECRETARY: N.A.

AUDITORS: Deloitte Touche Tohmatsu

NAME: 广州澳图美德信息科技有限公司
 (Guangzhou Automated Systems Limited)

REGISTRATION NO.: 企独粤穗总字第 009551 号

DATE AND PLACE OF INCORPORATION: 11th September 2006, incorporated in PRC (Guangzhou)

TYPE OF ENTERPRISE: Wholly Foreign-owned Enterprise (台港澳法人独资)

OPERATION PERIOD: 11th September 2006 to 11th September 2036

REGISTERED ADDRESS: Room 2001-3, 20/F, Block 4, Dong Jun Plaza, 836, Dong Feng Road, Guangzhou, China

CORRESPONDENCE: As above

REGISTERED CAPITAL: HK\$10,000,000.00

PAID-UP CAPITAL: HK\$10,000,000.00

SHAREHOLDER NAMES:	PAID-UP CAPITAL:
Automated Systems (H.K.) Limited	HK\$7,000,000
ELM Computer Technologies Limited	HK\$3,000,000

DIRECTORS: Ready Lai Yam Ting
 Lau Ming Chi Edward
 Lam Kwong Shing

COMPANY SECRETARY: N.A.

LEGAL REPRESENTATIVE: Ready Lai Yam Ting

AUDITORS: Guang Dong ChenRui Certified Public Accountants

NAME: 台灣澳圖美德資訊科技有限公司
(Taiwan Automated Systems Limited)

REGISTRATION NO.: 28474648

DATE AND PLACE OF INCORPORATION: 2nd May 2007, incorporated in Taiwan

REGISTERED ADDRESS: 3/F, No. 18, Sec. 6 Ming-Chuen East Road, Nei-Hu District, 114 Taipei, Taiwan, R.O.C

CORRESPONDENCE: As above

REGISTERED CAPITAL: NT\$42,000,000.00

PAID-UP CAPITAL: NT\$42,000,000.00

SHAREHOLDER NAMES:	PAID-UP CAPITAL:
Automated Systems (H.K.) Limited	NT\$42,000,000.00

DIRECTORS: Ready Lai Yam Ting
Lau Ming Chi, Edward

COMPANY SECRETARY: N.A.

AUDITORS: Deloitte & Touche

SCHEDULE 3 – DETAILS OF THE ASSOCIATED COMPANIES

NAME: ASL Automated Services (Thailand) Ltd.

REGISTRATION.: 0105543096401

DATE AND PLACE OF INCORPORATION: 12th October 2000, incorporated in Thailand

REGISTERED ADDRESS: 283/42 Home Place Office Building, Unit 0902, 9th Floor, Sol Sukhumvit 55 (Thonglor 13), Sukhumvit Road, Klongtan Nua, Vadhana, Thailand

CORRESPONDENCE: As above

AUTHORISED SHARE CAPITAL:: THB10,000,000 comprising 100,000 shares of THB100 each
THB10,000,000 comprising 100,000 shares of THB100 each

SHAREHOLDER NAMES:	NO. OF ORDINARY SHARES:
ASL Automated (Thailand) Ltd.	49,000
Sawaluck Chuksiri	2,000
Teerasak Surabut	2,000
Sakon Promwongsanan	10,000
Chaiwat Janyasen	10,000
Surasak Inthanun	9,000
Suphamongphat Thamkij	9,000
Komkrit Manisa	9,000

DIRECTORS: Ready Lai Yam Ting
Sawaluck Chuksiri

NAME: IN Systems (Macao) Limited
盈資系統科技(澳門)有限公司
IN SISTEMAS TECNOLOGIA (MACAU), LIMITADA

REGISTRATION NO.: 14019 SO

DATE AND PLACE OF INCORPORATION: 25th August 2000, incorporated in Macau

REGISTERED ADDRESS: Alameda Dr. Carlos D'Assumpcao No. 180, Edf. Tong Nam Ah
Comercial Campo, 14-Andar O-R, Macau

CORRESPONDENCE: As above

AUTHORISED CAPITAL: MOP\$60,000.00

ISSUED CAPITAL: MOP\$60,000.00

SHAREHOLDER NAMES:	ISSUED CAPITAL:
CSA Automated (Macao) Limited	MOP\$20,000
Cheong Chi Ha	MOP\$40,000

DIRECTORS: Ready Lai Yam Ting
Cheong Chi Ha

SCHEDULE 4 – Details of Connected Transactions

1. Supplemental Agreement to the Supply Agreement dated 3rd day of November 2008 between Automated Systems Holdings Limited and CSC Computer Sciences Pte Limited
2. Supplemental Agreement to the Supply Agreement dated 3rd day of November 2008 between Automated Systems Holdings Limited and Computer Sciences Corporation
3. Supply Agreement dated 21st February 2006 between Automated Systems Holdings Limited and CSC Computer Sciences Pte Limited
4. Supply Agreement dated 21st February 2006 between Automated Systems Holdings Limited and Computer Sciences Corporation
5. Administrative Services Agreement dated 21st February 2006 between Automated Systems Holdings Limited and CSC Computer Sciences Pte Limited
6. Administrative Services Agreement dated 21st February 2006 between Automated Systems Holdings Limited and Computer Sciences Corporation
7. Administrative Services Agreement dated 21st February 2006 between Automated Systems Holdings Limited and Computer Systems Advisers (M) Berhad

SCHEDULE 5 – VENDOR WARRANTIES

1. General

- 1.1 Each of the Vendors has full power and authority, and has obtained all necessary consents and approvals, to enter into this Agreement and to exercise its rights and perform its obligations hereunder and all corporate and other actions required to authorise its execution of this Agreement and its performance of its obligations hereunder have been duly taken. This Agreement is a legal, valid and binding agreement on each of the Vendors, enforceable in accordance with its terms.
- 1.2 The execution, delivery and performance of this Agreement by each of the Vendors does not and will not violate in any respect any provision of:
 - (a) any law or regulation or any order or decree of any governmental authority, agency or court of Hong Kong or any other jurisdiction; or
 - (b) the laws and documents incorporating and constituting any of the Vendors.
- 1.3 To the best of the Vendors' knowledge and belief, no order, writ, injunction or decree have been entered and is in effect by any court of competent jurisdiction or any governmental or regulatory instrumentality or authority, and no statute, rule, law, regulation or other requirement have been promulgated or enacted and in effect, that restrains, enjoins or invalidates the transactions contemplated under this Agreement;
- 1.4 To the best of the Vendors' knowledge and belief, no suit or other proceedings is pending or threatened by any third party before any court or governmental agency seeking to restraint or prohibit or declare illegal, or seeking substantial damages in connection with, the transactions contemplated by this Agreement.
- 1.5 The information and particulars in respect of ASL, the Subsidiaries and the Associated Companies set out in **Schedules 1, 2 and 3** are true and accurate. All shares held directly or indirectly by ASL in the Subsidiaries and the Associated Companies as indicated in **Schedules 2 and 3** are legally and beneficially held free from any Encumbrances.
- 1.6 All Information (as defined below) given to the Purchaser and its professional advisers by the Vendors, the officers and employees of the Group Companies, and the Vendors' professional advisers whether before or after this Agreement had been entered into was when given, and is at the date hereof, and to the best of the Vendors' knowledge and belief, true and accurate and there is no material fact, matter or circumstance which has not been disclosed in writing to the Purchaser or its professional advisers which renders any such Information untrue or inaccurate. For the purpose of this paragraph, "**Information**" means information about the Group and the Sale Shares which may reasonably affect the decision of the Purchaser to enter into this Agreement or cause the Purchaser to reduce its assessment of the value of the Sale Shares.

- 1.7 Except as disclosed in this Agreement, , each Group Company does not directly or indirectly hold or beneficially own any equitable, financial or management interest in any person (including any company, partnership, unincorporated company or association).
- 1.8 Save as disclosed in **Appendix 1.8**, as at Completion each Group Company does not have any branch, agency, place of business or permanent establishment in any country other than Hong Kong, Guangzhou of the PRC, Macau, Taiwan and Thailand.
- 1.9 To the best of the Vendors' knowledge and belief, no Group Company has ever been a director or other officer of any other company outside of the Group.

2. Shares

- 2.1 The Sale Shares were allotted and issued fully paid up in accordance with the constitutional documents of ASL and all relevant laws, are legally and beneficially owned by the Vendors free from all Encumbrances, and rank equally with all other Shares in issue.
- 2.2 The Sale Shares represent 68.4% of the entire issued share capital of ASL as of the date of this Agreement.
- 2.3 All issued shares in the capital of each Group Company were allotted and issued, credited as fully paid up, in accordance with the constitutional documents of such Group Company and all relevant law and regulations.
- 2.4 No consent of, or filing or registration with, any third party (including any regulatory body) is required by any of the Vendors for the sale of any of the Sale Shares and the performance by the Vendors of this Agreement.
- 2.5 Save for the 16,000,000, outstanding share options granted under the Share Option Schemes as of the date hereof and save as disclosed in the Previous Announcements up to the date hereof and as at the Completion Date, there is no Encumbrance on, over or affecting any of the Sale Shares or any part of the issued or unissued share capital or registered capital of each Group Company and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing which has not been waived in its entirety or satisfied in full.
- 2.6 Save for the 16,000,000 outstanding share options granted under the Share Option Schemes as of the date hereof, and save as disclosed in the Previous Announcements up to the date hereof, there is no agreement or commitment outstanding which calls for the allotment or issue of, or accords to any person the right (exercisable now or in the future and whether contingent or not) to call for the allotment or issue of, any shares or registered capital or securities in or debentures of each Group Company.
- 2.7 No Group Company has, within the 3 years immediately prior to the date of this agreement, reduced, repaid or purchased any of its share capital.
- 2.8 The board of directors of ASL has not passed any resolution for the purpose of approving the declaration of dividends (save for the Special Dividend), granting of share options and allotment of shares of ASL or the transfer of the Sale Shares, save and except for approving

such declaration of dividends or the grant of share options disclosed in the latest annual report of ASL or in the public announcements of ASL.

- 2.9 Except for the Sale Shares and the associated shareholdings disclosed in this Agreement, neither Computer Sciences Corporation nor any of its subsidiaries or associates (including CSA Holdings and CSC International) own any shares (whether legally or beneficially) and, except for the rights associated with the shareholdings herein disclosed, has any right to call for the issue or transfer of any shares in the Group Companies.
- 2.10 ASL Automated (Thailand) Ltd. is a wholly-owned subsidiary of ASL and to the best of the Vendors' knowledge and belief, each of Kuo Chi Yung Peter, Lai Yam Ting Ready, Desmond Lau, Sawaluck Chuksiri, Krittiya Eamsiri, Sakorn Sansuk (*or Sakorn Sansuk*) and Charas Chaleewan is holding the shares in ASL Automated (Thailand) Ltd. as disclosed in **Schedule 2** for and on behalf of or on trust for ASL.

3. Business

No Group Company has carried on any material business activities other than the Business in Hong Kong, Guangzhou of the PRC, Macau, Taiwan and Thailand.

4. Compliance

Unless otherwise stated, the following warranties are to the best of the Vendors' knowledge and belief:-

- 4.1 Each Group Company has been and remains validly incorporated or established pursuant to the laws of its country of incorporation or establishment. All corporate or other documents or returns required to be filed or registered in respect of each Group Company with the relevant authorities have been duly filed.
- 4.2 The statutory books and minute books of each Group Company have been properly written up and no Group Company has received any application or request for rectification of its register of shareholders or members. The minute books of directors' meetings and of shareholders' meetings respectively contain full and accurate records of all resolutions passed by the directors and the shareholders respectively of each Group Company.
- 4.3 Each Group Company has (a) complied with its constitutional documents and all applicable legislations and laws (whether of Hong Kong, the PRC or otherwise) and (b) obtained and complied with all necessary licences, consents and other permissions and regulatory or third party approvals (together "**Licences**") relevant to the business of (including transactions entered into by) such Group Company (whether in the country in which it is incorporated or elsewhere). Each Group Company has complied with all the conditions and requirements stated in the Licences and all Licences are in full force and effect and to the best of the Vendors' knowledge and belief, there is no circumstance which might invalidate any Licences or render it liable to forfeiture or modification or affect its renewal.

4.4 There is no violation of, or breach with respect to, any ordinance, statute, regulation, order decree or judgment of a court or any governmental agency of Hong Kong, the PRC or any other jurisdiction by any Group Company which could reasonably have a Material Adverse Effect on the Group.

5. Accounts

5.1 The Audited Accounts have:

- (a) been prepared and audited in accordance with applicable standards issued by the Hong Kong Institute of Certified Public Accountants from time to time and been prepared in accordance with generally accepted accounting principles, standard and practice at the time they were prepared and commonly adopted by companies carrying on business similar to that carried on by the Group;
- (b) been prepared to give and shall give a true and fair view of the Group's state of affairs;
- (c) been prepared in compliance with all applicable legislation;
- (d) been prepared in accordance with the same accounting policies as the corresponding accounts for each of the preceding financial years apart from changes disclosed in the Audited Accounts; and
- (e) have, in accordance with generally accepted accounting principles and practices, included full provision for any bad and doubtful debts and all established liabilities, make proper and adequate provision for (or contain a note in accordance with good accounting practice respecting) all deferred, disputed or contingent liabilities (whether liquidated or unliquidated) and all capital commitments of the Group as at the Accounts Date.

5.2 The accounting and other books and records of each Group Company are in its possession, have been properly written up and accurately present and reflect in accordance with generally accepted accounting principles and practices all the transactions entered into by the Group Company or to which the Group Company has been a party and there are at the date hereof no material inaccuracies or discrepancies of any kind contained or reflected in any of the said books and records, and that at the date hereof they give and reflect a true and fair view of the financial, trading and contractual position of the Group Company and of its fixed and current and contingent assets and liabilities and debtors and creditors.

5.3 Having regard to the existing facilities available to it, and to the best of the Vendors' knowledge and belief, the Group as a whole has sufficient working capital with which to perform all orders and obligations placed with or undertaken by the Group before Completion and to carry on its business, in its present form and at its present level of turnover, for the period of twelve months following Completion.

6. 2008 December Accounts

- 6.1 The 2008 December Accounts have been prepared in accordance with accounting policies consistent with those used in preparing the Audited Accounts and are accurate in all material respects and properly reflect the financial position of the Group as at 31 December 2008 and of their results and profits for the financial periods ended on 31 December 2008.
- 6.2 Since 31 December 2008, and as at the date of this Agreement, there has been no Material Adverse Effect in the financial condition or the position, prospects, assets or liabilities of the business of the Group as compared with the position disclosed by the 2008 December Accounts and no damage, destruction or loss (whether or not covered by insurance) materially affecting the business or assets of the Group.

7. Assets

Unless otherwise stated, the following warranties are to the best of the Vendors' knowledge and belief:-

7.1 All assets (excluding Owned IP Rights) of the Group as shown in the Audited Accounts or the 2008 December Accounts (save and except for those subsequently disposed of on normal commercial terms and arm's length basis and in the ordinary course of business or pursuant to the Special Deals):

- (a) are legally and beneficially owned by the Group free from any Encumbrance other than those properly reflected in the Audited Accounts or the 2008 December Accounts;
- (b) are in the possession or under the control of the Group which has good and marketable title thereto;
- (c) are not subject to any hire purchase, leasing arrangements or other arrangements of a similar nature; and
- (d) are capable of being used for the purposes for which they were designed, acquired or used by the Group.

7.2 All assets used by each Group Company are in good repair fair wear and tear excepted.

7.3 No Group Company has omitted to do anything required or permitted to be done by it necessary for the protection of its title to or for the enforcement or the preservation of any order or priority of any properties or rights owned by it.

8. Taxation

8.1 Each Group Company has complied with all relevant legal requirements relating to registration or notification for Taxation purposes.

8.2 Each Group Company has:

- (a) punctually paid or accounted for all Taxation (if any) due to be paid or accounted for by it; and
 - (b) taken all reasonable steps to obtain any repayment of or relief from Taxation available to it.
- 8.3 The returns which ought to have been made by or in respect of each Group Company for any Taxation purposes have been made and all such returns have been prepared on a correct and proper basis.
- 8.4 The Audited Accounts contain full provision for all Taxation including deferred or provisional Taxation liable to be assessed on the Group for the accounting periods ended on the Accounts Date or for any subsequent period (on the basis of the rates of tax and taxation statutes in force at the Accounts Date) in respect of any transaction, event, or omission occurring or any income or profits or gains earned, accrued or received by the Group on or prior to the Accounts Date or for which the Group is accountable up to such date and all contingent liabilities for Taxation have been provided for or disclosed in the Audited Accounts.
- 8.5 Since the Accounts Date, and as at the date of this Agreement, no further liability or contingent liability for Taxation has arisen otherwise than as a result of trading activities entered into on normal commercial terms, at arm's length basis and in the ordinary course of the Group Companies' business.
- 8.6 To the best of the Vendors' knowledge and belief, each Group Company has within the requisite time limits duly made all returns, given all notices, and supplied all other information required to be supplied to any competent fiscal authority in any part of the world and all such information, returns and notices were when given or supplied, and are now, accurate in all material respects and made on a proper basis and are not likely to be the subject of any dispute with any of the relevant authorities concerned.
- 8.7 To the best of the Vendors' knowledge and belief, no Group Company is or will be subject to any dispute with the Inland Revenue Department of Hong Kong or any other fiscal authority anywhere in the world at the date hereof and upon Completion and there is and will be no fact or matter which might result in any such dispute or any liability of such Group Company for Taxation (present or future not provided for in the Audited Accounts or the 2008 December Accounts).
- 8.8 To the best of the Vendors' knowledge and belief, no Group Company has since incorporation carried out, or been engaged in, any transaction or arrangement in respect of which there may be substituted for the consideration given or received by the Group Company a different consideration for Taxation purposes, nor has any Group Company engaged in any transaction the sole or main purpose of which was the avoidance of Tax.
- 8.9 To the best of the Vendors' knowledge and belief, all documents which attract stamp duty or transfer duty or any similar duty have been duly stamped within the required period for stamping.

- 8.10 Each Group Company is and always has been resident for Taxation purposes only in the jurisdiction in which it was incorporated or carried on business.
- 8.11 To the best of the Vendors' knowledge and belief, no Group Company is liable to be assessed to Tax on chargeable gains or to inheritance tax or to estate duty as donor or donee of any gift or transferor or transferee of any property.
- 8.12 To the best of the Vendors' knowledge and belief, no Group Company is or will become liable to pay or make reimbursement of or give indemnity in respect of any Taxation (or amounts corresponding thereto) in consequence of the failure of any other person to discharge that Taxation in accordance with its obligations.

9. Deductions and withholdings

To the best of the Vendors' knowledge and belief, each Group Company has made all deductions and withholdings in respect, or on account, of any Tax from any payments made by it including, without limitation, interests, royalties or payments to non-residents, which it is obliged or entitled by any relevant legislation to make and has accounted in full to the appropriate authority for all amounts so deducted or withheld.

10. Litigation and Investigations

- 10.1 Save for the Litigation Cases and those cases for which relevant court documents have not been served on the Group Companies:-
- (a) no Group Company is a party to any litigation, arbitration, prosecutions, disputes, investigations or to any other legal or contractual proceedings (together "Proceedings") and no Proceedings are threatened or pending either by or against any Group Company;
 - (b) to the best of the Vendors' knowledge and belief, there are no facts or circumstances subsisting which might give rise to such Proceedings being brought by or against any Group Company or against any person for whose acts or defaults any Group Company may be vicariously liable;
 - (c) there are no unfulfilled or unsatisfied undertakings to courts, judgments, court orders or tribunal or arbitral awards outstanding against any Group Company and no distress, execution or process has been levied on any Group Company; and
 - (d) Neither any Group Company nor any of its directors, officers, agents and employees are the subject of any official investigation or inquiry by any regulatory or governmental authorities and there are no facts which are likely to give rise to any such investigation or inquiry.
- 10.2 The Group has a practice whereby directors of ASL will be promptly and timely informed of all potential claims or complaints (whether by the Group's suppliers, customers or employees or any third party) or Proceedings (whether pending or threatened) being brought

by or against any Group Company and save as disclosed in this Agreement, no Group Company has received any notice of potential or alleged claims or complaints or threatened Proceedings from any person.

11. Transactions after Accounts Date

To the best of the Vendors' knowledge and belief since the Accounts Date, each Group Company has carried on its business in the ordinary course so as to maintain the same as a going concern and has not:

- (a) undergone any capital reorganization or changed its capital structure other than, in the case of ASL, the issue of Shares pursuant to share options granted under the Share Option Schemes;
- (b) issued or repaid or agreed to issue or repay any share or loan capital or registered capital or issued or granted any option or right to acquire or subscribe for any share or loan capital or registered capital other than, in the case of ASL, the issue of Shares pursuant to share options granted under the Share Option Schemes;
- (c) engaged in, or entered into, any business activities or transactions which are either outside its ordinary course of day-to-day trading operations or which have not been entered into for full value, on normal commercial terms and on an arms length basis;
- (d) undertaken or authorised any capital commitments which is outside of its day-to-day trading operations which, together with capital commitments of other members of the Group which is outside of its day-to-day trading operations, amount to an aggregate value in excess of HK\$3,000,000;
- (e) made any pay rise for its employees other than in the normal course of business without Material Adverse Effect on the Group;
- (f) other than general market and business factors, been affected by any abnormal factor in any material respect;
- (g) materially defaulted in any of its contractual obligations;
- (h) suffered any Material Adverse Effect in its turnover or financial or trading position as compared with the position disclosed by the Audited Accounts;
- (i) entered into any contract (other than contract with Hong Kong government) whose terms and/or conditions will call for the relevant Group Company to expend undue or unusual expenditure of money, effort or manpower for the purpose of its performance or to assume obligations or liabilities of an unusual magnitude or nature, which is not commercially justifiable nor strategically advisable when compared to its benefits or returns or strategic importance to such Group Company. For the purpose of this paragraph, a contract which does not have a cap on the liability of a Group Company shall not automatically be deemed to be a contract of the kind as described above if the absence of such a cap is not unusual having regard to the industry practice and the other terms of such contract;

- (j) incurred or become subject to any liability or obligation (absolute or contingent) except current liabilities and obligations incurred under contracts entered into in the ordinary course of business and on arm's length terms; or
- (k) made any amendments to the Defined Benefit Scheme.

12. Contracts and Commitments

- 12.1 To the best of the Vendors' knowledge and belief, no Group Company is in material breach of any deed, agreement or undertaking to which it is a party or by which it is bound, or does it have any outstanding actual or contingent liability in respect of any previous deeds, agreements or undertakings to which it has been a party.
- 12.2 No party with whom any Group Company has entered into any agreement or arrangement is in default thereunder being a default which would have a Material Adverse Effect on the financial or trading position or prospects of such Group Company and there are no circumstances likely to give rise to such default.
- 12.3 To the best of its knowledge and belief, each Vendor is not aware of the invalidity, or of any grounds for determination, recession, avoidance or repudiation, of any material agreement to which any Group Company is a party.
- 12.4 Save for the Territorial Agreement and the Special Deal Agreements, no Group Company is a party to:
 - (a) (which to the best of the Vendors' knowledge and belief,) any joint venture or shareholders agreements in relation to the management or operation of any other Group Company which is not a wholly owned subsidiary of ASL;
 - (b) or the beneficiary of any guarantee or covenant of or security provided by any other person (other than another Group Company) which may be terminated as a result of the sale of the Sales Shares contemplated under this Agreement and which termination shall have a material adverse impact on the daily operations of the Group;
 - (c) any guarantee, indemnity, surety or security for the obligations of any third parties (other than other Group Companies) save for those given in the ordinary course of business and the aggregate amount of which does not exceed HK\$500,000 in relation to such Group Company;
 - (d) which to the best of the Vendors' knowledge and belief, any agreement to factor its debts or otherwise engage in financing of a type which would not require to be shown or reflected in the Audited Accounts or the 2008 December Accounts;
 - (e) which to the best of the Vendors' knowledge and belief, any non-competition agreement which restricts its freedom to carry on the Business in Hong Kong, Taiwan, Macau, Thailand, Japan, South Korea, People's Republic of China, Indonesia, Vietnam, Malaysia and Singapore other than in the usual or ordinary course of its business;

- (f) which to the best of the Vendors' knowledge and belief, (and for a period from date of this Agreement to Completion Date) any contract for the sharing of profits with any Outside Person or for the payment to any Outside Person of any sum calculated by reference to the monthly, quarterly or annual profits of any Group Company. For this purpose, "Outside Person" refers to all persons other than employees, directors and officers of any Group company;
- (g) which to the best of the Vendors' knowledge and belief, any contract for the sharing of profits (excluding any Group's discretionary bonus incentive scheme) with the employees, directors and officers of any Group Company (the "Inside Person") or for the payment to any Inside Person of any sum calculated by reference to the monthly, quarterly or annual profits of any Group Company, which contract or arrangement involves individually, or on a total basis when aggregated with any other such contract(s) or arrangement(s), the sharing or payment of more than 3% of the consolidated profits before tax of the Group.

12.5 All material particulars of those transactions which are still outstanding as of the date hereof and which constitute connected transactions of ASL under the Listing Rules have been disclosed in **Schedule 4** and are true and accurate in all respects.

12.6 Save as disclosed in **Appendix 12.6**, none of the top 10 clients and suppliers of the Group will become legally or contractually entitled to terminate their agreements or relationships as a result of a change of control provision with any Group Company as a result of the sale of the Sale Shares contemplated under this Agreement. For avoidance of doubt, top 10 clients is determined with reference to the contractual revenue for the financial year of ASL ended on the Accounts Date and top 10 suppliers is determined with reference to expenditure by the Group with that particular supplier for the financial year of ASL ended on the Accounts Date.

13. Employees

For purposes of the provision of a written confirmation to confirm the terms of employment, such confirmation is limited to staff of the Group who directly report to Lai Yám Ting or whose monthly salary exceed HKD80,000 or who is eligible to join a special pension scheme.

Unless otherwise stated, and subject to receipt by the Purchaser of the written confirmation as referred to above prior to Completion Date, the following warranties are to the best of the Vendors' knowledge and belief.

13.1 Except as listed in **Appendix 13.1**, all contracts of service to which each Group Company is a party can be terminated by it without payment of compensation (save as provided by legislation) by not more than three months notice.

13.2 Save for the minimum contributions required to be made under applicable laws in relation to retirement benefits and the Defined Benefit Scheme or in the normal course of business, no Group Company is a party to and has:

- (a) any agreement, arrangement or scheme (whether or not legally enforceable) for any payment in connection with retirement, death or disability to any person who is or has

been a director, officer, or employee of any Group Company or a relative or dependant of such a person;

- (b) and as at the date of this Agreement and up to Completion Date, other than normal employee and management bonus and incentive schemes, any agreement, arrangement or scheme (whether or not legally enforceable) for profit sharing or for the payment to employees of bonuses or incentive payments or the like;
- (c) and as at the date of this Agreement and up to Completion Date, any loan to, or guarantee in respect of the obligations of, any past or present employee, officer or director of the Group Company;
- (d) any collective bargaining or procedural or other agreement with any trades union or similar association; or
- (e) and as at the date of this Agreement and up to Completion Date, any obligations or ex-gratia arrangements to pay pensions, gratuities, retirement annuities, benefits, periodical sums, taxes, levies, contributions or any other form of compensation (for any reason whatsoever including unfair or wrongful dismissal, severance payment or long service payment) to any past or present employee or any other persons.

- 13.3 No Group Company has materially breached any statutory requirements in relation to employment of its staff.
- 13.4 Save for the Litigation Cases and to the best of the Vendors' knowledge and belief, no circumstances have arisen under which any Group Company is required to pay, or is likely to be required to pay, material damages in relation to the dismissal of or to reinstate or re-engage any former employee other than any statutory entitlements.
- 13.5 Save for the Share Option Schemes, there are no share option or share incentive or similar schemes for any officers or employees of the Group Companies.
- 13.6 Save for the Litigation Cases and those disclosed in **Appendix 15.4**, no Group Company has received any notice or demand relating to any claims, disputes, litigation or arbitration of a material nature between any Group Company and any of its past or present employees or consultants or any trade union or other organization formed for a similar purpose.
- 13.7 There is no term of employment for any employee or engagement of any consultant of the Group Companies which provides that a change of direct or indirect shareholding of the Group Companies as amounting to a breach of contract, entitling him to any payment or benefit or entitling him to treat himself as dismissed or released from any obligation.
- 13.8 All contributions and premiums due and payable in respect of the Defined Benefit Scheme by the Group Companies have been paid.
- 13.9 Each Group Company is in compliance with the applicable laws relative to employee insurance policies.

14. Solvency

- 14.1 Each Group Company is solvent and able to pay its debts as they fall due and has assets of greater value than its liabilities.
- 14.2 No order has been made or petition presented or resolution passed for the winding up of any Group Company, nor has any distress, execution or other process been levied against any Group Company or action taken to repossess goods in the possession of any Group Company. To the best of the Vendors' knowledge and belief, there are no circumstances which may cause any of the above to happen or arise.
- 14.3 No steps have been taken for the appointment of an administrator or receiver of any part of any Group Company's property, assets, undertakings or business and there are no circumstances which may give rise to such appointment.
- 14.4 No composition in satisfaction of the debts of any Group Company or scheme of arrangement of its affairs or compromise or arrangement between it and its creditors and/or members or any class of its creditors and/or members has been proposed, sanctioned or approved, and no step is or has been taken to do any of those things.

15. Insurance

- 15.1 Each Group Company has effected and maintains valid policies of insurance in an amount and to the extent (including third party liability) that it is prudent to do so in the business carried on by it or that it is required to maintain under all applicable legislations and laws.
- 15.2 All premiums due in respect of such policies of insurance have been paid in full and all other material conditions of the policies have been performed and observed in full. Nothing has been done or omitted to be done whereby any of the policies has or may become void or voidable or which is likely to lead to an increase in premium and none of the policies is subject to any special or unusual terms or restrictions.
- 15.3 No event has occurred whereby a claim has been or to the best of the knowledge and belief of the Vendors, may have to be notified or made under any of such insurance policies.
- 15.4 To the best of the Vendors' knowledge and belief, no claim is outstanding either by the insurer or the insured under any of the said policies and no claim against the Group Companies by any third party is outstanding in respect of any risk covered by any of the policies or by any policy previously held by the Group Companies.
- 15.5 To the best of its knowledge and belief, each Vendor is not aware of any circumstances which would or is likely to entitle any Group Company to make a claim under any of the policies or which would or might be required under any of the policies to be notified to the insurers.
- 15.6 To the best of the Vendors' knowledge and belief, all information furnished in obtaining or renewing the insurance policies of the Group was correct full and accurate when given and any change in that information required to be given has been duly and correctly given.

16. Leased Premises

Unless otherwise stated, the following warranties are to the best of the Vendors' knowledge and belief.

16.1 In respect of each Group Company:

- (a) it has the right to the use, occupation and enjoyment of all the premises currently leased or licensed to it (the "Premises"), all the relevant legislation and government rules, regulations, bye-laws and orders in the jurisdictions in which the Premises are located, whether of a national or a local nature, have been complied with and all the government consents and approvals have been obtained;
- (b) in respect of any tenancy agreement or lease or license relating to the Premises, it has performed all covenants (including the payment of any rents or licence fees), obligations and restrictions therein required to be performed by it;
- (c) there are no rights, interests, covenants, conditions, restrictions, exceptions, reservations, licences, easements, agreements, claims or any other matters or things which may adversely affect its use, occupation and enjoyment of the Premises for the purpose of the business now being carried on at the Premises by it;
- (d) in respect of leased Premises only, there are no disputes or outstanding or expected notices (whether given by a lessor, a licensor, a governmental authority or any other person) affecting the Premises, there are no rights for a lessor to vary the terms of or to terminate a tenancy agreement or a lease and there are no circumstances which would entitle or require a lessor, a licensor or any other person to exercise any power of entry upon or to take possession of the Premises or which would otherwise restrict or terminate the continued possession and occupation thereof;
- (e) the Premises are in good and substantial repair and condition and no flooding, subsidence or other defect of any kind adversely affects or has adversely affected the Premises;
- (f) save as disclosed in **Appendix 16.1(f)**, in respect of leased Premises only, no tenancy agreement or lease of any Premises expires within 12 months of the date of this Agreement; and
- (g) in respect of licensed Premises only, no Group Company has received any notice of any requirement for it to vacate the Premises within the next 6 months.

16.2 Except as disclosed in **Appendix 16.2**, none of the Premises have been sub-let to or licensed to a third party.

17. The Properties

Save for paragraphs 17.1, 17.4 & 17.11 below, the following warranties are to the best of the Vendors' knowledge and belief.

- 17.1 The Properties represent all the real properties anywhere owned by the Group.
- 17.2 The Group Companies are the legal and beneficial owner of the Properties and have good and marketable legal title thereto free from all Encumbrances.
- 17.3 The rates and all other outgoings in respect of the Properties payable by the owners thereof have been or will be duly paid up to Completion.
- 17.4 No contracts have been entered into by any Group Company to sell, or assign or otherwise dispose of any interest in or part with the possession or occupation of the Properties or any part thereof or otherwise encumber the Properties nor is there any agreement by any Group Company to do any of the aforesaid. Except as covered by any lease or sub-lease agreements, no right of occupation or enjoyment has been acquired or is in the course of being acquired by any third party or has been granted or agreed to be granted by the Group Companies to any third party.
- 17.5 The Government rent and other monies payable thereunder by the Group Companies and the terms, covenants and conditions contained in such Government Lease(s) or other Government Grant(s) or Deed of Mutual Covenant pertaining to the Properties on the part of the owners thereof to observe and perform have been fully and promptly paid, observed and performed by the Group Companies.
- 17.6 No Group Company is aware of and has received any notice, complaint or requirement issued by any governmental body, authority or department in respect of any breach of any of the terms, covenants or conditions contained in the Government Lease(s) or other Government Grant(s) or occupation permit or Deed of Mutual Covenant under which the Properties are held or otherwise in respect of the Properties, which remained outstanding as at the date of this Agreement.
- 17.7 No Group Company has received any notice from any person that anything has been done or omitted to be done on the Properties or any part thereof the doing or omission of which is a contravention of any applicable laws, regulations, orders or official directions and remained outstanding as at the date of this Agreement.
- 17.8 No Group Company is aware of and has received from the Government of Hong Kong or other competent authority (a) any notice requiring such Group Company to demolish, repair or reinstate any part of the Properties, (b) any redevelopment notices or demand, (c) any notice under the Lands Resumption Ordinance (Chapter 124 of the Laws of Hong Kong), the Town Planning Ordinance (Chapter 131 of the Laws of Hong Kong) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Chapter 276 of the Laws of Hong Kong), or (d) any form of notice of a similar nature under any other Ordinances relating to the resumption of the Properties or any part thereof and which remained outstanding as at the date of this Agreement.
- 17.9 The Properties are insured against third party and public liabilities to an adequate extent.
- 17.10 All documents of title relating to the Properties are in the possession and under the control of the Group.
- 17.11 Except as disclosed in **Appendix 17.12**, no Properties have been mortgaged to or agreements entered into to lease to a third party.

18. Intellectual Property

For purposes of this provision, each of the warranties herein are limited to the geographical limits of Hong Kong, Taiwan, Thailand, Macau, People's Republic of China, Japan, South Korea, Malaysia, Vietnam, Indonesia and Singapore and unless otherwise stated, the following warranties are to the best of the Vendors' knowledge and belief.

- 18.1 The Group is and has been at all times since their creation or acquisition the sole legal and beneficial owner of the Owned IP Rights, free from all Encumbrances.
- 18.2 The Owned IP Rights, and the validity or subsistence of the Group's right, title and interest therein, is not the subject of any current pending or threatened challenge, claim or proceeding, and has not during the period of three years prior to Completion been the subject of any such challenge, claim or proceeding, and there are no facts or matters which might give rise to any such challenge, claim or proceeding.
- 18.3 No Group Company has entered into any agreements, arrangement or understanding (whether legally enforceable or not) for the licensing or otherwise permitting the use or exploitation of the Owned IP Rights or which prevents, restricts or otherwise inhibits its freedom to use and exploit the Owned IP Rights.
- 18.4 The activities of the Group have not infringed or otherwise involved the misuse or unauthorised use of any industrial or Intellectual Property Rights of third parties. None of the Owned IP Rights has been wrongfully or unlawfully acquired by the Group.
- 18.5 The Group has taken all steps open to it to preserve its Owned IP Rights.
- 18.6 No Group Company has committed a breach of any licenses granted to the Group in relation to use of Intellectual Property Rights and there are no circumstances under which its right to use such Intellectual Property Rights may be terminated.
- 18.7 No Group Company is a party to a secrecy agreement or an agreement which restricts the use or disclosure of information.
- 18.8 Save for the transactions contemplated in the Global Account Transfer Agreement, the Group does not rely on, nor need to use, the Intellectual Property Rights; know-how, trade secrets and confidential information of the Vendors and their Associates for the purpose of carrying on the Business in the form, scale and manner currently conducted. As such, the Group can still operate and carry on the Business independently after Completion without having to rely on any support (whether of a technical, technological or financial nature or otherwise) from the Vendors and their Associates.
- 18.9 The Group has taken all reasonable steps to ensure that all the Intellectual Property Rights developed, created or made by the Group's employees in the course of their employment or duties shall be vested and at all times remain vested in the Group upon creation of such Intellectual Property Rights.
- 18.10 All application and renewal fees, costs, charges, taxes and other steps required for the maintenance and protection of the Owned IP Rights have been duly paid on time or taken and none of such rights are subject to any existing challenge or attack by a third party or

competent authority and there are no outstanding patent office or trade marks registry deadlines which expire within three months of Completion.

18.11 The Group is the registered and beneficial owner of those domain names used by the Group.

19. Software Development

Unless otherwise stated, the following warranties are to the best of the Vendors' knowledge and belief.

19.1 With respect to all contracts to which any Group Company is party or by which it is bound, or has during the period since its incorporation been party or bound, for the design, writing, programming, development, supply, installation or maintenance of computer system, hardware, solution, application or software or the like, in the course of or for use in or otherwise in relation to the Business, where any Group Company has the obligation to provide computer system, hardware, solution, application or software that conforms to a particular specification, such Group Company reasonably believes it has the technical and other capabilities (including the required Intellectual Property Rights (either owned by the Group or secured from valid licensing arrangements from third parties)) and the human and material resources to produce computer system, solution, application or software that satisfies such specifications.

19.2 In respect of any computer system, hardware, application or software (including the documentation relating thereto) and other items and materials supplied or used by the Group in the performance of any contract for the provision, design, development, installation or maintenance of any computer system, hardware, software or application and in respect of which any Intellectual Property Right is vested in a third party, subject to change of control provisions contained in the contracts or agreements disclosed in **Appendix 12.4(c)**, if any:

- (a) the Group has or shall have a valid and continuing licence under which it is entitled to sub-license the relevant system, hardware, application, software and other things and materials and the Intellectual Property Rights of the relevant third party for itself and for its customers and their authorized users, assigns and successors-in-title to use such system, hardware, application, software and other things and materials for any of the purposes contemplated by such contract; or
- (b) prior to the use of such system, hardware, software, application and other things and materials or their delivery to the customers (whichever shall occur earlier), the Group will have obtained the grant of all necessary clearances for itself and for its customers and their authorized users assigns and successors-in-title authorizing the use of such system, hardware, software, application, things and materials for any of the purposes contemplated by such contract.

20. Computer Systems, database and Software

Unless otherwise stated, the following warranties are to the best of the Vendors' knowledge and belief.

- 20.1 Save as disclosed in **Appendix 20.1**, all computer programs, database and software used or supplied in or in connection with the Business are owned by the Group or licensed or sub-licensed to the Group by a third party pursuant to a valid licence agreement from the third party and save as disclosed in **Appendix 20.1**, there are no computer programs, database and software which are currently used in the Group's business but will no longer be entitled to be used by the Group Companies after Completion by virtue of their ceasing to be subsidiaries or associated companies of the Vendors or their Associates after Completion. No Group Company has breached any of the terms on which it has been granted the right to use any computer software or database in connection with the Business.
- 20.2 The Group has reasonable security procedures in place to prevent the unauthorised access, amendment or damage to, or use of, its data or data of third parties held on the Group's computer systems, database or software by any third party.
- 20.3 All data related data stored electronically by or on behalf of the Group is in such a form that its input, processing, storage or use will not, directly or indirectly, cause a Malfunction in any computer software, hardware or equipment.

21. Confidential Information

To the best of the Vendors' knowledge and belief, no Group Company uses any processes or engages in any activities which involve the misuse of any know-how, lists of customers or suppliers, trade secrets, technical processes or other confidential information ("**Confidential Information**") belonging to any third party and neither has there been any actual or alleged misuse by any person of any Confidential Information belonging to the Group except where such disclosure was properly made in the normal course of the Group's business and was made subject to an agreement under which the recipient is obliged to maintain the confidentiality of such Confidential Information and is restrained from further disclosing it or using it other than for the purposes for which it was disclosed by the Group.

22. Investments

Save as disclosed in this Agreement or during the Financial Due Diligence process referred to in this Agreement or otherwise disclosed by way of Previous Announcements and the following warranties herein is limited to those investments with a value that exceeds HK\$1,000,000:-

- 22.1 no Group Company has made any investment in the bonds, debentures, notes, bills, commercial papers, shares or securities of any kind of, or issued by, any entity, company, corporation, institution, organization or government.
- 22.2 no Group Company is a party to any contract or financial instrument whose value is calculated by reference to, or which is likely to result in profits or loss to such Group Company arising from, changes or movements of price of equity or debt securities, stock index of any kind, price of commodity or agricultural products, energy price, interest rate, exchange rate, or credit rating or event of third parties. For the avoidance of doubt, such contract or instrument shall be construed to include all kinds of equity, stock index, interest rate, exchange rate, credit, commodity, oil, energy or agricultural derivatives.

23. Listing Rules and Connected Transactions

- 23.1 ASL has duly complied with all its obligations under the Listing Rules and no Group Company has done, or omitted to do, anything which may adversely affect the listing status of the Shares on the Stock Exchange.
- 23.2 All the connected transactions between any Group Company and any connected person (as defined under the Listing Rules) of ASL, which are still outstanding as of the Completion Date, have been entered into:
- (a) in the ordinary and usual course of business of the Group; and
 - (b) either on normal commercial terms and arm's length basis or, where there are no sufficient comparables, on terms no less favorable to the Group than terms available to or from independent third parties.

24. Miscellaneous

- 24.1 The facts, particulars and information as set out in all the **Schedules** and Appendices to this Agreement and the Previous Announcements are true and accurate in all respects.
- 24.2 To the best of the Vendors' knowledge and belief, each Group Company has complied with its Memorandum and Articles of Association or similar constitutional documents in all material respects and none of the activities, agreements, commitments or rights of the Group Company is unauthorized or violates the provision of its constitutional documents.

SCHEDULE 6 – Listing of Financial Due Diligence Documents

- S 6.1 All minutes of ASL and records of management committees meetings, including internal audit reports and management letters, for FY2007, FY2008 and FY2009 to date.
- S 6.2 Details of projects of the Group representing individual revenue value in excess of HK\$1,000,000 completed during FY2007, FY2008 and FY2009 to date including their corresponding margin/cost analysis and relevant contracts and/or documentation.
- S 6.3 Listing of the top 10 customers of the Group for FY2008 and FY2009 to date, and their corresponding revenue for each period and their respective credit terms and the top 10 suppliers of the Group for FY2008 and FY2009 to date and their respective purchase amounts for each period.
- S 6.4 Copies and listing of all Long-Term contracts with a total contract value in excess of HK\$1,000,000. For purposes of this list, "Long-Term" means any contract which either cannot be terminated, in accordance with its terms, on six months' notice or less or is unlikely to have been fully performed, in accordance with its terms, more than six months after the date on which it was entered into or undertaken.
- S 6.5 All available details of the Group business plans with supporting materials/documents such as details of the existing order backlog, current pipeline, and the corresponding projections.
- S 6.6 Consolidated financial statements of ASL (including balance sheet, income statement, cashflow statement and statement of changes in equity) for the six months ended 30 September 2008 and interim, preliminary monthly financial reports for October 2008, together with corresponding monthly/quarterly management review reports.
- S 6.7 Detailed organizational chart of the Group, together with anonymous employee details showing the title, department or project, status (full-time, part-time or contract), years of service with the Group, duration of contract, base salary and bonus structure and any other non-standard benefits of each staff.
- S 6.8 Copies of the existing service and employment contracts including non-competition, confidentiality, intellectual property right assignment agreement and other agreements for each Group director and senior manager of each Group Company.
- S 6.9 Details of the ASL employees' share option schemes and the outstanding share options granted thereunder, and the defined benefit plan and any other retirement plan or scheme of the Group and the most current valuation reports, together with all underlying documents relating thereto.
- S 6.10 Details of all loan to, or guarantee in respect of the obligations of, any past or present employee, officer or director of the Group Companies.
- S 6.11 Copies and details of all material contracts entered into by the Group in which the Directors, the Vendor or its Associates are interested.

- S 6.12 Provide the employment manuals and standard form of employment agreement including standard form of non-competition, intellectual property right assignment and confidentiality agreement.
- S 6.13 Details of any significant liabilities, contingent or actual, not included in the balance sheet (including pending or threatened litigations, customers/suppliers commitments, capital expenditure commitments, unfunded pension or employee welfare obligations, financial contracts, etc).
- S 6.14 Copies of all underlying documents evidencing and details of cash and bank balances, investment in securities (or other financial products), loans and facilities of ASL as of 30 September 2008.
- S 6.15 Copies of all banking facility letters, loan, guarantee and security documents entered into by the Group.
- S 6.16 Copies of all the underlying documents or agreements which have provisions restricting a change of control of ASL and its subsidiaries.
- S 6.17 Copy of the Territorial Agreement and any other non-competition agreement.
- S 6.18 Copies of all contracts relating to the connected transactions disclosed in Schedule 4.
- S 6.19 Detailed aging analysis of the trade receivables of the Group and detailed description of the credit, collection, provision and bad debt policies of the Group. In particular, provide details of trade receivables that are overdue for more than 60 days.
- S 6.20 Detailed aging analysis of the inventories of the Group, showing the date of purchase, make/brand, product type/code, supplier, and for which project such inventory was sourced. In particular, provide details of any that are pending customers' acceptance.
- S 6.21 Detailed fixed assets register, showing location, type, historical cost, accumulated depreciation and net book values.
- S 6.22 A schedule of all properties owned by ASL and its subsidiaries indicating their current use, together with relevant legal title documents and their latest property valuation reports, and if any such properties have been leased or licensed to third parties, the relevant leasing or licensing agreements.
- S 6.23 A schedule of all properties leased by ASL and its subsidiaries, together with the lease agreements and a listing of the relevant terms of such lease agreements.
- S 6.24 Details of all existing agreements or arrangements between the Group and Computer Sciences Corporation ("CSC") (or its affiliates), and copies of the relevant contracts.
- S 6.25 Detail the nature of administrative expenses charged to the Group by CSC and affiliates and fellow subsidiaries of the Group. Reconcile those figures with the figures disclosed under Connected Transactions in the annual report of ASL. Confirm if all the connected transactions have been covered in ASL's announcement dated 21 February 2006 and whether these transactions have continued after the agreements expired on 31 March 2008 and the relevant compliance requirements under the Listing Rules.

- S 6.26 Details of the Litigation Cases and any material claims (over HK\$1,000,000) made by or against the Group, litigation, arbitration or any other disputes or investigations, outstanding judgments or court orders, together with all relevant documents relating thereto.
- S 6.27 Provide a summary and copies of all underlying documents evidencing and details of the tax position, including computation, tax assessment, tax appeal, tax dispute and correspondence with the HK Inland Revenue Department and the fiscal or tax authorities of any other jurisdictions, of the Group for FY2007, FY2008 and FY2009 to date.
- S 6.28 Provide a detailed description and documentation of the Group's systems/procedures in relation to hiring, ongoing training and performance evaluation.
- S 6.29 Provide a detailed summary and copies of all underlying documents of any licenses of any Intellectual Property Rights granted to or from any Group Company (whether written or oral, formal and informal).
- S 6.30 Provide copies of all registration certificates, applications, filings, notifications and other documents in respect of all the Intellectual Property Rights used in connection with the Group's business and operations (including without limitation patents, trade marks, designs, copyright and domain names) whether owned by and registered in the name of any member of the Group or licensed to the Group by third parties.
- S 6.31 Provide the names and shareholdings of the remaining shareholders in InSystems (Macao) Limited. Provide a copy of the related shareholders or Joint Venture agreements.
- S 6.32 Details of all guarantees, indemnities and securities given by the Group for the obligations of third parties, together with the underlying documents.
- S 6.33 Provide details of :-
- (a) all loans and lendings made by any Group Company to any third party (including, without limitation, loans to directors, staff and shareholders of any Group Company and all significant trade credit arrangements) together with copies of all documentation and security documents (including mortgages, debentures, debenture trust deeds, instruments by way of security, guarantees, letter of comfort, deeds of postponement) relating to such lending; and
 - (b) all loans (other than trade credit) provided to any Group Company.
- S 6.34 Details of all financial investments (whether in the form of debt or equity) made by the Group in any other entity (other than companies within the Group).
- S 6.35 Copies and details of all financial instruments or derivatives entered into or purchased by the Group (whether for the purpose of hedging or not).
- S 6.36 Copies of all permits, approvals, consents and licenses granted by governmental or regulatory authorities to the Group in connection with the business of the Group.
- S 6.37 Provide copies of all joint venture and shareholders' agreement to which any Group Company is a party.

- S 6.38 Provide details of any option, warrant, security or derivative interest of any kind (including convertible securities) or any other right created or granted or agreed to be created or granted over the share capital of each Group Company.
- S 6.39 Provide original statutory records of each Group Company (including without limitation its register of members, transfer, directors, secretaries, charges or securities, and minutes books of its directors and shareholders) for inspection.
- S 6.40 Provide copies of certificate of incorporation, business registration certificate and memorandum and articles of association, by-laws or similar constitutional documents of each Group Company.

SCHEDULE 7 – DETAILS OF THE PROPERTIES

1. Property Address : Units Nos. 1 – 28 and lavatories together with lift lobbies and corridors on the 12th Floor and Car Parking Spaces Nos. P2 and P3 on Ground Floor of Topsail Plaza, No. 11 On Sum Street, Shatin, New Territories

Owner : Express Returns Limited

Term of Grant : 8th October 1992 – 30th June 2047

Actual Use of property : Office and Car Park

Charge or mortgage to which the property is subject : Nil

2. Property Address : Units Nos. 1 – 28 and lavatories together with lift lobbies and corridors on the 16th Floor and Car Parking Spaces Nos. P4 and P5 on Ground Floor of Topsail Plaza, No. 11 On Sum Street, Shatin, New Territories

Owner : Express Success Limited

Term of Grant : 8th October 1992 – 30th June 2047

Actual Use of property : Office and Car Park

Charge or mortgage to which the property is subject : Nil

3. Property Address : Units Nos. 1 – 28 and lavatories together with lift lobbies and corridors on the 15th Floor and Lorry Parking Space No. L6 on 1st Floor and Car Parking Spaces Nos. P8 – P11 on 1st Floor of Topsail Plaza, No. 11 On Sum Street, Shatin, New Territories

Owner : Express Profits Development Limited

Term of Grant : 8th October 1992 – 30th June 2047

Actual Use of property : Office and Car Park

Charge or mortgage to which the property is subject : Nil

Appendix 1.8

ASL HK has entered into a Software Engineering Outsourcing Service Agreement with Asiasoft Services Limited to provide equipment, office space and 10 engineers for the setting-up of a dedicated ASL offshore software engineering team in the Asiasoft software centre in Zhuhai. In addition, Asiasoft is to provide office facilities for a staff employed by ASLHK to oversee and manage the offshore engineering team. The monthly service fees payable to Asiasoft is RMB8,500 which is billed on a quarterly basis. The agreement is for the duration of 14th April 2008 and will expire on 31st March 2010.

Appendix 12.6

Listing of any contract or agreement which has provisions restricting change of control of ASL and its subsidiaries

1. Customer – ASLHKC-081 (A) between Cathay Pacific Airways Limited and ASL HK – dated 1st December 2005
2. Customer – ASLHKC-081 (B) between Cathay Pacific Airways Limited and ASL HK dated 1st December 2005
3. Supplier between Dell Asia Pacific SDN and ASL HK dated 12th July 2004
4. Business Partner – IBMa Pacific SDN – Dated – 12th July 2004

Appendix 13.1

Listing of Employee Contracts or other arrangements (if any) which include terms including compensation in excess of 3 months.

NIL

Appendix 15.4

These are workmen's compensation claims made against the ASL's insurers which are still under processing:-

- 1) Lin Jiang (Date of report: 18th September 2008) – Back injury
- 2) Lam Ka Wing (Date of report: 28th October 2008) – Hand injury

Appendix 16.1(f)

1. 17/F of Topsail Plaza where leases will expire on 31st March 2009 with option to renew for a further term of two years
2. 6/F of CLI Building, No. 314-318 Lockhart Road, Wan Chai where lease will expire on 20th June 2009
3. 20/F Blk 4, Dong Jun Plaza, 836 Dong Feng Road East, Guangzhou where lease will expire on 31st March 2009
4. 3/F of No.1 of 18, No. 18 Section 6 Ming Chuen East Road, Nei Hu District, 114 Taipei, Taiwan together with 2 car parking spaces where lease will expire on 31st October 2009
5. 9/F, Sol Sukhumvit 55, Sukhumvit Road, Bangkok 10110 where lease will expire in January 2009

The renewal agreements in respect of each of the above tenancies are subject to finalization and execution.

Appendix 16.2

Listing of any sub-lease or license agreements related to Premises.

1. Unit 1-28, 11/F, Topsail Plaza, 11 On Sun Street, Shatin sub-leased to ELM Computer Technologies Limited for the duration of 15th July 2008 till 14th July 2010 for a monthly rental of HKD91,884.00 plus a management fee of HKD22,227.00.

Appendix 17.12

Listing of any mortgages or lease agreements related to Properties

NIL

Appendix 20.1

A. Note that proof of license could not be obtained for the following (the “**Application License**”):-

1. ERP Oracle legacy finance application and corresponding Oracle 8.0.6 database USD

The above Application License belongs to the Group.

B. The following are applications where licenses are held by CSC International and which ASL may require to make separate arrangements for obtaining such licenses from the relevant licensors after Completion:-

<u>Name of Applications or Softwares</u>	<u>Name of Licensor</u>
1. E-trust antivirus	Computer Associates
2. Lotus Notes	International Business Machines Ltd
3. Microsoft Office	Microsoft
4. SAP Client	SAP
5. Winzip	Winzip Computing, Canada
6. McAfee	McAfee

C. The major terms of the Application Licenses are out below:-

1. ERP Oracle legacy finance application and corresponding Oracle 8.0.6 database USD

Name of licensor : Oracle

Name of licensee : ASLHK

License period : A one-time license fee was paid for the right to use the software from January 1st 2000.

Annual license fee : NIL

Other major terms : NIL

2. MS SQL 2000 database

Name of licensor : Microsoft

Name of licensee : ASL

License period : A one-time license fee was paid for the right to use the software from 1st January 2007

Annual license fee : NIL

Other major terms : NIL

Appendix A



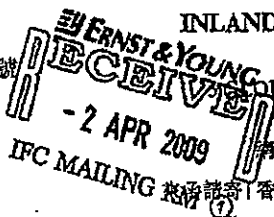
稅務局
香港灣仔告士打道5號
稅務大樓

INLAND REVENUE DEPARTMENT

REVENUE TOWER,
132 LUCY STREET, WAN CHAI,
HONG KONG

網址 Web site: www.ird.gov.hk

來函編號:
Your Ref:
來函請敘明本局檔案號碼
IN ANY COMMUNICATION PLEASE QUOTE OUR FILE NO.



香港郵政總局郵箱 132 號稅務局局長收

All correspondence should be addressed to:-
Commissioner of Inland Revenue,
G.P.O. Box 132, HONG KONG

本局檔案號碼: 05/03880875
Our File No.:

The Director
Automated Systems (HK) Limited
15/F, Topsail Plaza
11 On Sum Street
Shatin
New Territories

電話號碼: 2594 1332
Tel. No.:

傳真號碼: 2877 1189
Fax No.:

電郵: taxpf@ird.gov.hk
E-mail:

發出日期: 01 / 04 / 2009
Date of Issue: 日 Day 月 Month 年 Year

先生 / 女士

Dear Sir / Madam,

Profits Tax

Notice of Intention to assess additional tax given under section 82A(4) of the Inland Revenue Ordinance

利得稅
根據《稅務條例》第82A(4)條發出的擬評定補加稅的通知書

本局資料顯示你未在指定限期前遞交報稅表。若本局未曾發現此違規行為，會導致少徵收以下稅款：

According to our information, you have failed to file your tax return by the due date. If the Department had not detected the failure, tax would have been undercharged. The details are as follows:

課稅年度 Year of Assessment	涉及的利潤 Profits involved \$	稅款 Amount of tax \$
2007/08	55,759,266	\$9,732,871

若你對上述違規行為未能作出合理的解釋，本人可按稅例向你徵收罰款（即「補加稅」），最高罰款額為上述稅款的三倍。

The law allows me to impose a penalty (known as "additional tax"), if you do not have a reasonable excuse for the failure. This penalty may be up to 3 times the amount of tax that would have been undercharged.

你有權向本人提交書面申述，列明你的解釋。該書面解釋須於本通知書發出日期的一個月內送抵本局，本人會考慮你的解釋（如有的話）以決定是否徵收罰款及其金額。

You have the right to submit written representations to me, stating your reasons. I must receive them within one month from the date of this notice. I will take your reasons, if any, into account when deciding whether to impose the penalty, and if so, the amount.

你可透過表格傳真服務（2598 6001）取得有關罰款政策的資料。你亦可從本局網頁 <www.ird.gov.hk> 下載。請在選擇語言後，在「政策」目錄下揀選「罰款政策」。

You can obtain a copy of our Penalty Policy Statement through the Fax-A-Form Service (2598 6001). You can also download the statement from the Department's web site <www.ird.gov.hk>. After selecting your preferred language, please click on "Penalty Policy" under the "Policies" menu.

MRS LAU MAK YEE-MING, ALICE
Commissioner of Inland Revenue

稅務局局長劉葵菱明

副本送 安永稅務及諮詢有限公司
貴公司參考編號: SFH/CKS/MMS/13597778

cc Ernst & Young Tax Services Limited
Your Ref.: SFH/CKS/MMS/13597778

Iskh/Form89/250309

IR 表格第 1254 號 (7/2007)
I.R. 1254 (7/2007)

你提供的資料將用於稅務用途。本局亦可將部分資料交給法律授權接收的其他人士。除《個人資料(私隱)條例》另訂的豁免外，你亦無要求去閱或改正個人資料。有關申請須以書面向評稅主任提出。
The Department will use the information provided by you for tax purposes and may give some of the information to other parties authorized by law to receive it. Subject to exemptions under the Personal Data (Privacy) Ordinance, you have the right to request access to or correction of personal data. Such request should be addressed to the Assessor.