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**KVB KUNLUN FINANCIAL GROUP LIMITED**

**昆侖國際金融集團有限公司**

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

**(Stock Code: 6877)**

## **RENEWAL OF CONTINUING CONNECTED TRANSACTIONS**

### **RENEWAL OF CONTINUING CONNECTED TRANSACTIONS**

Reference is made to the continuing connected transactions under the Existing Office Licence Agreement, the Existing Cash Dealing Agreement and the Existing Information Technology Services Agreement as set out in the Previous Announcements.

Since each of the Existing Agreements will expire on 31 December 2018, (i) the Company and KVB Holdings entered into the Renewed Office Licence Agreement for a term of three years commencing from 1 January 2019 and expiring on 31 December 2021; (ii) the Company and KVB GC, being a wholly-owned subsidiary of KVB Holdings, which is a substantial shareholder of the Company, entered into the Renewed Cash Dealing Agreement for a term of three years commencing from 1 January 2019 and expiring on 31 December 2021; and (iii) Banclogix, being a wholly-owned subsidiary of KVB Holdings, which is a substantial shareholder of the Company, entered into the Renewed Information Technology Services Agreement with the Company for a term of three years commencing from 1 January 2019 and expiring on 31 December 2021.

#### *Listing Rule Implications*

As at the date of this announcement, KVB Holdings is a substantial shareholder (as defined in the Listing Rules) of the Company and is beneficially interested in approximately 14.75% of the entire issued share capital of the Company. Therefore, KVB Holdings, Banclogix, KVB GC and the Private Group are connected persons of the Company and the entering into each of the Renewed Agreements constitutes a continuing connected transaction of the Company under Chapter 14A of the Listing Rules. Accordingly, the Renewed Office Licence Agreement, the Renewed Cash Dealing Agreement and the Renewed Information Technology Services Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Given that each of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of the respective annual caps for the three years ending 31 December 2021 in relation to the continuing connected transactions under the Renewed Office Licence Agreement, Renewed Cash Dealing Agreement and the Renewed Information Technology Services Agreement are less than 5% on an annual basis, the continuing connected transactions thereunder are only subject to the reporting, announcement and annual review requirements under Chapter 14A of the Listing Rules and is exempt from the independent shareholders' approval requirements.

## **RENEWAL OF CONTINUING CONNECTED TRANSACTIONS**

### **Background**

Reference is made to the continuing connected transactions under the Existing Office Licence Agreement, the Existing Cash Dealing Agreement and the Existing Information Technology Services Agreement as set out in the Previous Announcements.

Since each of the Existing Agreements will expire on 31 December 2018, (i) the Company and KVB Holdings entered into the Renewed Office Licence Agreement for a term of three years commencing from 1 January 2019 and expiring on 31 December 2021; (ii) the Company and KVB GC, being a wholly-owned subsidiary of KVB Holdings, which is a substantial shareholder of the Company, entered into the Renewed Cash Dealing Agreement for a term of three years commencing from 1 January 2019 and expiring on 31 December 2021; and (iii) Banclogix, being a wholly-owned subsidiary of KVB Holdings, which is a substantial shareholder of the Company, entered into the Renewed Information Technology Services Agreement with the Company for a term of three years commencing from 1 January 2019 and expiring on 31 December 2021.

### **(A) Renewed Office Licence Agreement**

#### ***Principal Terms***

On 28 December 2018, the Company entered into the Renewed Office Licence Agreement pursuant to which the Company and KVB Holdings agreed to the sharing and licencing of certain office tenancies. The Renewed Office Licence Agreement is on substantially the same terms as the Existing Office Licence Agreement. The principal terms of the Renewed Office Licence Agreement are set out below:

Date: 28 December 2018

Parties: (1) the Company; and  
(2) KVB Holdings.

Term: From 1 January 2019 to 31 December 2021, both dates inclusive, subject to early termination by either party by giving the other party at least one (1) month's written notice of termination.

Subject matter:	<p>(1) The Company shall, and shall procure its subsidiaries to, share, by way of licencing, its leased office premises (including sharing of office space, furnishings and facilities) at Level 44, South Tower Rialto Towers, 525 Collins Street Melbourne, Victoria, Australia to the Private Group.</p> <p>(2) KVB Holdings shall, and shall procure its subsidiaries to, share, by way of licencing, its leased office premises (including sharing of office space, furnishings and facilities) to the Company and its subsidiaries at the following locations:</p> <ul style="list-style-type: none"> <li>• Level 10, Tower 1, 205 Queen Street, Auckland, New Zealand, 1010; and</li> <li>• Level 33, Governor Macquarie Tower, 1 Farrer Place, Sydney, Australia, NSW2000.</li> </ul>
Pricing:	<p>The basis of determining the price for the transactions contemplated under the Renewed Office Licence Agreement remains the same as the Existing Office Licence Agreement and is made with reference to the approximate area occupied, the office occupation expenses incurred, the monthly rental of the entire office premises as at the date of signing of the relevant tenancy agreements with reference to the then prevailing market price, together with the property management fees, government rates and rent and the currency fluctuation.</p>
Other Terms:	<p>The Renwed Office Licence Agreement also includes a provision that the performance of the duties and obligations under the agreement is subject to compliance with the relevant requirements for continuing connected transactions under the Lising Rules.</p>

### ***Historical transaction amounts***

The actual service fees paid by the Group to the Private Group and the Private Group to the Group for the two years ended 31 December 2017 and the nine months ended 30 September 2018 under the Existing Office Licence Agreement are set out below:

	<b>For the year ending 31 December 2016 (HK\$)</b>	<b>For the year ending 31 December 2017 (HK\$)</b>	<b>For the nine months ended 30 September 2018 (HK\$)</b>
Amount of service fees paid by the Group to the Private Group	Nil	289,000	2,069,000
Amount of service fees paid by the Private Group to the Group	3,235,000	3,143,000	844,000
Aggregate of service fees paid	3,235,000	3,432,000	2,913,000

### ***Proposed Annual Caps and Basis for the Proposed Annual Caps***

#### ***Annual Caps***

The Directors have considered and proposed the following annual caps in respect of the transactions contemplated under the Renewed Office Licence Agreement:

	<b>For the year ending 31 December 2019 (HK\$)</b>	<b>For the year ending 31 December 2020 (HK\$)</b>	<b>For the year ending 31 December 2021 (HK\$)</b>
Annual Caps for service fees paid by the Group to the Private Group	3,300,000	3,400,000	3,600,000
Annual Caps for service fees paid by the Private Group to the Group	2,200,000	2,300,000	2,400,000
Aggregate of the Annual Caps	5,500,000	5,700,000	6,000,000

### *Basis for the Proposed Annual Caps*

The above caps were determined by reference to (a) the historical transaction amounts; (b) the prevailing market rent and the approximate area occupied by the relevant member of the Group; and (c) anticipated rental rates for the next three years in the locations of the premises.

### *Reasons for entering into the Renewed Office Licence Agreement*

By entering into the Renewed Office Licence Agreement, the Group will benefit:

- (a) where the Group is the tenant and is licencing part of its office space to the Private Group, the Group will benefit by utilising unused office capacity and receiving licence fees in return; and
- (b) where the Private Group is the tenant and is licencing part of its office space to the Group, the Group will benefit by minimizing its operating lease commitments.

### *Listing Rules implications*

As the applicable percentage ratios for the proposed annual caps of the transactions contemplated under the Renewed Office Licence Agreement are expected to exceed 0.1% but less than 5% on an annual basis, the transactions are only subject to the reporting, announcement and annual review requirements but are exempt from the circular and independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

## **(B) Renewed Cash Dealing Agreement**

### *Principal Terms*

On 28 December 2018, the Company entered into the Renewed Cash Dealing Agreement pursuant to which the Company agreed to provide certain cash dealing services to KVB GC. The Renewed Cash Dealing Agreement is on substantially the same terms as the Existing Cash Dealing Agreement. The principal terms of the Renewed Cash Dealing Agreement are set out below:

Date: 28 December 2018

Parties: (1) the Company; and  
(2) KVB GC.

Term: From 1 January 2019 to 31 December 2021, both dates inclusive, subject to early termination by either party by giving the other party at least one (1) month's written notice of termination.

- Subject matter:** The Company, together with its subsidiaries, shall provide cash dealing services including the provision of exchange of currencies at a rate determined at the time of the transaction to the Private Group.
- Pricing:** The services will be provided at fair value at the time of the transaction, which is equivalent to the currency exchange rate as quoted by the forex data feed database of the relevant Group Company with the prevailing market rates fed in order of priority from different bank counterparties at the relevant time of the transaction without additional service or administration fee.
- Other Terms:** The Renewed Cash Dealing Agreement also includes a provision that the performance of the duties and obligations under the agreement is subject to compliance with the relevant requirements for continuing connected transactions under the Listing Rules.

### ***Historical transaction amounts***

The revenue (net of realized/unrealized gain/loss) of the Group attributed to the Existing Cash Dealing Agreement for the two years ended 31 December 2017 and the nine months ended 30 September 2018 under the Existing Cash Dealing Agreement are set out below:

	<b>For the year ending 31 December 2016 (HK\$)</b>	<b>For the year ending 31 December 2017 (HK\$)</b>	<b>For the nine months ended 30 September 2018 (HK\$)</b>
Revenue (net of realized/unrealized gain/loss) of the Group	4,251,000	1,136,000	3,695,000

### ***Proposed Annual Caps and Basis for the Proposed Annual Caps***

#### ***Cap Amounts***

The Directors have considered and proposed that the annual cap in respect of revenue (in terms of net of realised/unrealised gain/loss) under the Renewed Cash Dealing Agreement shall be HK\$10,000,000 for each of the three years ended 31 December 2021.

#### ***Basis for the Proposed Annual Caps***

The above-mentioned cap was determined by reference to (a) the historical transaction amounts; and (b) the expected demand by the Private Group for the cash dealing services during the term of the Renewed Cash Dealing Agreement.

The Group will assess, track and monitor on a monthly basis, including but not limited to, the fair values (whether or not recorded as assets or liabilities) of the cash dealings, as well as the gains and losses from trading activities under the Renewed Cash Dealing Agreement.

***Reasons for entering into the Renewed Cash Dealing Agreement***

In respect of the Renewed Cash Dealing Agreement, the Group is rewarded the spread between the price quoted to the Private Group Companies and the price offered by market makers. From the perspective of the Group, the Directors believe that dealing with the Private Group offers the benefit of lower default risk as KVB GC is a subsidiary of KVB Holdings who in turn is a substantial shareholder of the Company. From the perspective of the Private Group, not only does it allow for the hedging of its cash positions and the meeting of its settlement obligations, it also saves time and cost to build a professional dealing team and establish dealing facilities with market makers to fulfil its settlement obligations.

***Listing Rules implications***

As the applicable percentage ratios for the proposed annual caps of the transactions contemplated under the Renewed Cash Dealing Agreement are expected to exceed 0.1% but less than 5% on an annual basis, the transactions are only subject to the reporting, announcement and annual review requirements but are exempt from the circular and independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

**(C) Renewed Information Technology Services Agreement**

***Principal Terms***

On 28 December 2018, the Company entered into the Renewed Information Technology Services Agreement pursuant to which Banclogix, agreed to provide software development services, software maintenance services, information technology infrastructure project management services and information technology infrastructure maintenance services to the Group. The Renewed Information Technology Services Agreement is on substantially the same terms as the Existing Information Technology Services Agreement. The principal terms of the Renewed Information Technology Services Agreement are set out below:

Date: 28 December 2018

Parties: (1) the Company; and  
(2) Banclogix.

Term:	<p>From 1 January 2019 to 31 December 2021, both dates inclusive, subject to early termination by either party by giving the other party at least three (3) month's written notice of termination. In the event that either party terminates the agreement by notice:</p> <ul style="list-style-type: none"> <li>• within one year from the Effective Date, the party giving notice to terminate shall pay the other party an amount equivalent to 30% of the relevant annual cap;</li> <li>• after one year and within two years from the Effective Date, the party giving notice to terminate shall pay the other party an amount equivalent to 10% of the relevant annual cap; and</li> <li>• after two years and within three years from the Effective Date, the party giving notice to terminate shall pay the other party an amount equivalent to 5% of the relevant annual cap.</li> </ul>
Subject matter:	Banclogix shall provide software development services, software maintenance services, information technology infrastructure project management services and information technology infrastructure maintenance services to the Group.
Pricing:	<p>The basis of determining the price for the transactions contemplated under the Renewed Information Technology Services Agreement remains the same as the Information Technology Services Agreement and is calculated as follows:</p> <ol style="list-style-type: none"> <li>(1) in respect of software development services, a software development fee will be charged by the cost actually incurred as listed in the Statement of Work agreed by the relevant Group Company and Banclogix prior to the start of the development. Unless otherwise specified in the Statement of Work, the following charging rates are set: Project Manager – HK\$6,000/per day; System Analyst – HK\$5,000/per day; and Analyst Programmer – HK\$4,000/per day;</li> <li>(2) in respect of software maintenance services, an annual software maintenance fees is calculated at 15% of each signed Statement of Work and sequential change request(s) for each completion of the software for the relevant Group Company;</li> <li>(3) in respect of infrastructure project management, an information technology infrastructure project management fee will be charged by the cost actually incurred as listed in the Statement of Work agreed by the relevant Group Company and Banclogix prior to the start of the project. Unless otherwise specified in the Statement of Work, the following charging rates are set: Project Manager – HK\$6,000/per day; Infrastructure Support – HK\$5,000/per day; and</li> </ol>



- (4) in respect of infrastructure maintenance services, a fixed annual fee will be charged and will be reviewed on an annual basis.

In addition to the above, Banclogix has undertaken that it shall provide its services on terms which are no less favourable than that available from other independent third party suppliers for the same or similar services.

Other Terms: The performance of the duties and obligations under the agreement is subject to compliance with the relevant requirements for continuing connected transactions under the Listing Rules.

### *Historical transaction amounts*

The actual service fees paid by the Group to Banclogix for the two years ended 31 December 2017 and the nine months ended 30 September 2018 under the Existing Information Technology Services Agreement are set out below:

	For the year ending 31 December 2016 (HK\$)	For the year ending 31 December 2017 (HK\$)	For the nine months ended 30 September 2018 (HK\$)
Annual Caps	24,970,000	25,757,000	21,341,000

### *Proposed Annual Caps and Basis for the Proposed Annual Caps*

#### *Annual Caps*

The Directors have considered and proposed the following annual caps in respect of the transactions contemplated under the Renewed Information Technology Services Agreement:

	For the year ending 31 December 2019 (HK\$)	For the year ending 31 December 2020 (HK\$)	For the year ending 31 December 2021 (HK\$)
Annual Caps	25,000,000	25,000,000	25,000,000

#### *Basis for the Proposed Annual Caps*

The annual caps were determined by reference to the estimated demand of the Group for each of the software development and maintenance services, information technology infrastructure project management and maintenance service to be received and the relevant prices.

### ***Reasons for entering into the Renewed Information Technology Services Agreement***

The services provided under the Renewed Information Technology Services Agreement can be utilised by the Group to evaluate, improve and maintain the information technology infrastructures of the Group. Software development services help develop and modify the Group's software applications, which has been a key factor of the Group's past and continued success. Support and maintenance services can better ensure proper operation of the relevant software and minimise possible service interruptions or other negative consequences.

### ***Listing Rules implications***

As the applicable percentage ratios for the proposed annual caps of the transactions contemplated under the Renewed Information Technology Services Agreement are expected to exceed 0.1% but less than 5% on an annual basis, the transactions are only subject to the reporting, announcement and annual review requirements but are exempt from the circular and independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

The Directors (including our independent non-executive Directors but excluding Mr. Liu, Mr. McCoy and Mr. Wong who are considered having a material interest in the transactions contemplated under the Renewed Agreements and were hence required to abstain from voting in respect of the relevant board resolutions) are of the view that the Renewed Agreements have been entered into on an arm's length basis and in the ordinary and usual course of business, and that the transactions contemplated thereunder and the relevant annual caps are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

## **RELATIONSHIP BETWEEN THE COMPANY AND THE CONNECTED PERSONS**

In respect of the Renewed Office Licence Agreement, the counterparty to the Company is KVB Holdings which owns approximately 14.75% of the issued share capital of the Company as at the date of this announcement and is accordingly a substantial shareholder of the Company. KVB Holdings and its Associates are therefore connected persons of the Company. Accordingly, the Renewed Office Licence Agreement and the transactions contemplated thereunder constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

In respect of the Renewed Cash Dealing Agreement, the counterparty to the Company is KVB GC which is a wholly-owned subsidiary of KVB Holdings, which in turn is a substantial shareholder of the Company. For this reason, KVB GC is a connected person of the Company under the Listing Rules. Therefore, the transactions under the Renewed Cash Dealing Services Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

In respect of the Renewed Information Technology Services Agreement, the counterparty to the Company is Banclogix which is a wholly-owned subsidiary of KVB Holdings, which in turn is a substantial shareholder of the Company. For this reason, Banclogix is a connected person of the Company under the Listing Rules. Therefore, the transactions under the Renewed Information Technology Services Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

## INFORMATION OF THE PARTIES AND THE CONNECTED PERSONS

### *The Group*

The Group is principally engaged in leveraged foreign exchange and other trading, cash dealing business, and other services.

### *KVB Holdings and its subsidiaries*

KVB Holdings is principally engaged in investment holding and is owned as to 75% of its equity interest by Mr. Li, a former non-executive Director, and 25% of its equity interest by the Administrators. KVB Holdings holds 14.75% of the issued share capital of the Company as at the date of this announcement.

KVB GC is principally engaged in the provision of cash dealing services and is wholly owned by KVB Holdings which is principally engaged in investment holding and is owned as to 75% of its equity interest by Mr. Li, a former non-executive Director, and 25% of its equity interest by the Administrators. KVB Holdings holds 14.75% of the issued share capital of the Company as at the date of this announcement.

Banclogix is principally engaged in the provision of information technology services and is wholly owned by KVB Holdings which is principally engaged in investment holding and is owned as to 75% of its equity interest by Mr. Li, a former non-executive Director, and 25% of its equity interest by the Administrators. KVB Holdings holds 14.75% of the issued share capital of the Company as at the date of this announcement.

Each of the Private Group Companies is principally engaged in money service business.

## GENERAL

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, no Director has a material interest in the Renewed Agreements and the transactions contemplated thereunder, save that (i) Mr. Liu is a director of KVB Holdings; and (ii) Mr. Wong and Mr. McCoy are directors of the relevant subsidiaries of KVB Holdings. Accordingly, Mr. Liu, Mr. Wong and Mr. McCoy are considered having material interests in the Renewed Agreements and the transactions contemplated thereunder, and they were required to abstain and had abstained from voting on the Board meeting approving the Renewed Agreements and the transactions contemplated thereunder.

In the event that the aggregate amount of fees payable pursuant to the Renewed Agreements in any period or year exceeds the relevant proposed caps, or there is any material change to the terms of the Renewed Agreements, the Company will comply with the reporting, announcement and independent shareholders' approval requirements (as the case may be) under Chapter 14A of the Listing Rules accordingly.

## DEFINITIONS

Unless the context requires otherwise, the following words and phrases used in this announcement have the following meanings:

“Administrator(s)”	Mr. Li and Mr. Chan Man Fai, each being an administrator of the two administrators of the estate of the late Ms. Tsui Wang, Mr. Li’s late spouse, in Hong Kong and the BVI as appointed pursuant to the letters of administration granted by the Court of Hong Kong dated 22 February 2012 and the Court of the BVI dated 16 July 2012, respectively. Mr. Chan is a friend of the family of Mr. Li and is independent of Ms. Tsui and the Group;
“Associate(s)”	has the meaning ascribed thereto under the Listing Rules;
“Banclogix”	Banclogix System Co., Limited, a company incorporated in Hong Kong with limited liability and a direct wholly-owned subsidiary of KVB Holdings;
“Board”	the board of Directors;
“BVI”	the British Virgin Islands;
“Company”	KVB Kunlun Financial Group Limited, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board;
“Connected person(s)”	has the meaning ascribed thereto under the Listing Rules;
“Director(s)”	the director(s) of the Company;
“Existing Agreements”	means each of the Existing Cash Dealing Agreement, Existing Information Technology Services Agreement and the Existing Office Licence Agreement;
“Existing Cash Dealing Agreement”	a renewed cash dealing agreement dated 17 June 2016 entered between the Company and KVB Kunlun Global Capital Limited being direct wholly-owned subsidiary of KVB Holdings;
“Existing Information Technology Services Agreement”	a renewed information technology services agreement dated 19 April 2016 between the Company and Banclogix, as amended by a first supplemental agreement dated 12 August 2016, and as amended by a second supplemental agreement dated 12 February 2018;

“Existing Office Licence Agreement”	a renewed office licence agreement dated 18 December 2015 between the Company and KVB Holdings as amended by a supplemental agreement dated 1 December 2017;
“Group Company”	means a member of the Group;
“Group”	the Company and its subsidiaries from time to time;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Independent Shareholders”	the Shareholders who are not required to abstain from voting on the resolution;
“Independent third party(ies)”	party or parties independent of, and not connected with, the Company and its connected persons and their respective Associates;
“KVB GC”	KVB Kunlun Global Capital Limited, a company incorporated in the BVI and an direct wholly-owned subsidiary of KVB Holdings;
“KVB Holdings”	KVB Kunlun Holdings Limited, a company incorporated in the BVI, being one of the substantial shareholders of the Company and is held as to 75% by Mr. Li and 25% by the Administrators;
“Listing Rules”	The Rules Governing the Listing of Securities on the Main Board;
“Main Board”	The Main Board Market operated by the Stock Exchange;
“Mr. Li”	Mr. Li Zhi Da, being a former non-executive Director of the Company and one of the Administrators;
“Mr. Liu”	Mr. Liu Stefan, an executive Director and the chief executive officer of the Company;
“Mr. McCoy”	Mr. Stephen Gregory McCoy, a non-executive Director of the Company;
“Mr. Wong”	Mr. Wong Yiu Kit, Ernest, an executive Director, the chief financial officer and the company secretary of the Company;

“Previous Announcements”	<p data-bbox="564 121 1489 208">Means the following announcements and circulars of the Company in respect of the Existing Agreements:</p> <ul data-bbox="564 244 1489 1532" style="list-style-type: none"> <li data-bbox="564 244 1489 404">• the announcement of the Company dated 18 December 2015 in respect of, among other matters, the Existing Office Licence Agreement, Existing Cash Dealing Agreement and the Existing Information Technology Services Agreement;</li> <li data-bbox="564 446 1489 563">• the announcement of the Company dated 19 April 2016 in respect of, among other matters, the Existing Information Technology Services Agreement;</li> <li data-bbox="564 606 1489 723">• the announcement of the Company dated 17 June 2016 in respect of, among other matters, the Existing Cash Dealing Agreement;</li> <li data-bbox="564 766 1489 883">• the announcement of the Company dated 12 August 2016 in respect of, among other matters, the Existing Information Technology Services Agreement;</li> <li data-bbox="564 925 1489 1042">• the circular of the Company dated 2 September 2016 in respect of, among other matters, the Existing Information Technology Services Agreement;</li> <li data-bbox="564 1085 1489 1202">• the announcement of the Company dated 1 December 2017 in respect of, among other matters, the Existing Office Licence Agreement;</li> <li data-bbox="564 1244 1489 1361">• the announcement of the Company dated 12 February 2018 in respect of, among other matters, the Existing Information Technology Services Agreement; and</li> <li data-bbox="564 1404 1489 1532">• the circular of the Company dated 9 March 2018 in respect of, among other matters, the Existing Information Technology Services Agreement;</li> </ul>
“Private Group”	KVB Holdings and its Associates other than the Group;
“Renewed Agreements”	means collectively the Renewed Cash Dealing Agreement, Renewed Information Technology Services Agreement and Renewed Office Licence Agreement;
“Renewed Cash Dealing Agreement”	the renewed cash dealing agreement entered into between the Company and KVB GC on 28 December 2018 for a service period commencing on 1 January 2019 and expiring on 31 December 2021;

“Renewed Information Technology Services Agreement”	the renewed information technology services agreement entered into between the Company and Banclogix on 28 December 2018 for a service period commencing on 1 January 2019 and expiring on 31 December 2021;
“Renewed Office Licence Agreement”	the renewed office licence agreement entered into between the Company and KVB Holdings on 28 December 2018 for a service period commencing on 1 January 2019 and expiring on 31 December 2021;
“Share(s)”	issued ordinary share(s) of HK\$0.01 each of the Company;
“Shareholder(s)”	holders of shares of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“substantial shareholder(s)”	substantial shareholders defined under rule 1.01 of the Listing Rules;
“%”	per cent.

By order of the Board  
**KVB Kunlun Financial Group Limited**  
**LIU Stefan**  
*Executive Director*

Hong Kong, 28 December 2018

As at the date of this announcement, the Directors of the Company are as follows:

***Executive Directors***

Mr. LIU Stefan  
Mr. HUANG Songyuan  
Mr. WONG Yiu Kit, Ernest

***Non-executive Directors***

Mr. Stephen Gregory McCOY  
Mr. LI Jiong  
Mr. XU Jianqiang

***Independent Non-executive Directors***

Ms. ZHAO Guixin  
Mr. Cornelis Jacobus KEYSER  
Mr. LIN Wenhui