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CONTINUING CONNECTED TRANSACTIONS

MASTER PURCHASE AGREEMENT

On 19 November 2010, the Company and Peking Founder entered into the Master Purchase Agreement, pursuant to which the Peking Founder Group would, subject to certain conditions, provide the Group with (1) software products; (2) systems integration products; (3) software development services; (4) hardware development services; and/or (5) systems integration development services on a non-exclusive basis.

LISTING RULES REQUIREMENTS

The Company is owned as to approximately 32.84% by Founder which in turn is owned as to approximately 32.49% by Peking Founder. Founder is a connected person of the Company for the purposes of the Listing Rules. Peking Founder is an associate of a connected person of the Company for the purposes of the Listing Rules.

As each of the applicable percentage ratios of the Company calculated in accordance with Rule 14.07 of the Listing Rules in respect of the annual caps under the Master Purchase Agreement is less than 5%, the entering into of the Master Purchase Agreement is exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules and the Company will comply with the reporting, announcement and annual review requirements as set out in Chapter 14A of the Listing Rules.

A. INTRODUCTION

On 19 November 2010, the Company and Peking Founder entered into the Master Purchase Agreement, pursuant to which the Peking Founder Group would, subject to certain conditions, provide the Group with (1) software products; (2) systems integration products; (3) software development services; (4) hardware development services; and/or (5) systems integration development services, on a non-exclusive basis.

B. THE MASTER PURCHASE AGREEMENT

Date: 19 November 2010

Supplier: Peking Founder

Purchaser: The Company

The Peking Founder Group would, subject to certain conditions, provide the Group with (1) software products; (2) systems integration products; (3) software development services; (4) hardware development services; and/or (5) systems integration development services on a non-exclusive basis.

Pursuant to the Master Purchase Agreement, the Group shall provide information products at market prices determined at the relevant time (i) with reference to the prices and credit terms at which such products are supplied, on normal commercial terms in its ordinary and usual course of business, to independent third party customers in the local market and/or adjacent regions; or (ii) where no comparables as stated in (i) are available, with reference to the prices and credit terms at which such products are supplied, on normal commercial terms in its ordinary and usual course of business, to independent third party customers in the PRC; or (iii) where none of the above comparables is available, with reference to the prices and credit terms agreed between the parties on arm's length basis.

The terms of the Master Purchase Agreement shall become effective from the date of execution and will be valid till 31 December 2012. The Master Purchase Agreement, or any contract signed (or particular clauses therein, without affecting the validity and enforceability of the contract itself) pursuant to the Master Purchase Agreement, can be terminated by 30 days' notice in writing by either party.

Annual Caps

Based on the expected total value of the transactions between the Group and the Peking Founder Group under the Master Purchase Agreement, the expected maximum annual value, also referred to as the "annual caps", for the three years ending 31 December 2012 shall not exceed RMB5,000,000, RMB7,500,000 and RMB8,500,000 respectively.

The annual caps for the Master Purchase Agreement are determined with reference to the estimated purchase of software products of the Group from the Peking Founder Group for the year ending 31 December 2010 and the Company's projection for its growth relating to its need to purchase software products and systems integration services for the two years ending 31 December 2012.

C. REASONS FOR AND BENEFIT OF THE MASTER PURCHASE AGREEMENT

The Peking Founder Group is principally engaged in the information technology industry, including software and systems development for the publishing sector, various government bureaus and financial institutions, and hardware manufacturing for personal computers, chips, circuit boards and other terminal equipment, and in the healthcare and pharmaceutical industry, including hospitals, pharmaceuticals, logistics, equipment leasing and hospital management. One of the businesses engaged by the Peking Founder Group is the provision of software solutions and services.

The Group is principally engaged in distribution of information products in the PRC. It also provides hardware solutions to its clients for use in its business. By developing a stronger co-operation with the Peking Founder Group, the Group will be able to strengthen its capability of providing hardware solutions in order to enable the Group to provide more value-added services and better solutions to its customers, and gain higher market share in the distribution of information products business in the PRC.

As the Peking Founder Group has various business contracts with the Group and is familiar with the Group's product and service specifications, it is able to respond quickly and in a cost effective manner to any new specifications that the Group may from time to time request.

The Directors (including the independent non-executive directors) consider that the terms of the Master Purchase Agreement were entered into in the ordinary course of business, on normal commercial terms, are fair and reasonable and the Master Purchase Agreement is in the interest of the Company and the Shareholders as a whole. Except for Mr Zhang Zhao Dong who is also a director of Peking Founder, none of the Directors have any material interest in the Master Purchase Agreement. Mr Zhang Zhao Dong has abstained from voting on the board meeting approving the Master Purchase Agreement.

D. LISTING RULES REQUIREMENTS FOR THE MASTER PURCHASE AGREEMENT

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As each of the applicable percentage ratios of the Company calculated in accordance with Rule 14.07 of the Listing Rules in respect of the annual caps under the Master Purchase Agreement is less than 5%, the entering into of the Master Purchase Agreement is exempt from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules and the Company will comply with the reporting, announcement and annual review requirements as set out in Chapter 14A of the Listing Rules.

DEFINITIONS

“Company”	EC-Founder (Holdings) Company Limited (方正數碼(控股)有限公司*), a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange, and as to approximately 32.84% owned by Founder;
“connected person”	has the meaning ascribed to it under the Listing Rules;
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules;
“Director(s)”	the director(s) of the Company;
“Founder”	Founder Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the Main Board of the Stock Exchange;
“Group”	the Company and its subsidiaries;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange;
“Master Purchase Agreement”	the agreement dated 19 November 2010 between the Company and Peking Founder pursuant to which the Peking Founder Group would, subject to certain conditions, provide the Group with (1) software products; (2) systems integration products; (3) software development services; (4) hardware development services; and/or (5) systems integration development services, on a non-exclusive basis, until 31 December 2012;
“Peking Founder”	北大方正集團有限公司 (Peking University Founder Group Company Limited*), a company established in the PRC with limited liabilities, the controlling shareholder of Founder holding approximately 32.49% of the issued share capital of the Founder;
“Peking Founder Group”	Peking Founder and its subsidiaries;
“PRC”	the People’s Republic of China excluding Hong Kong, the Macau Special Administrative Region and Taiwan for the purpose of this announcement;
“RMB”	Renminbi, the lawful currency of the PRC;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited; and

“%” per cent.

By Order of the Board
EC-Founder (Holdings) Company Limited
Zhang Zhao Dong
Chairman

Hong Kong, 19 November 2010

As at the date of this announcement, the Board comprises executive directors of Mr Zhang Zhao Dong (Chairman), Mr Chen Geng (President), Mr Xia Yang Jun, Mr Xie Ke Hai and Mr Zheng Fu Shuang, and the independent non-executive directors of Mr Li Fat Chung, Ms Wong Lam Kit Yee and Ms Cao Qian.

* *For identification purposes only*