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Vital Mobile Holdings Limited

維太移動控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6133)

DISCLOSEABLE TRANSACTION SUBSCRIPTIONS OF PRINCIPAL-PROTECTED STRUCTURED DEPOSIT PRODUCTS

The Board announces that Benywave Wireless entered into the Structured Deposit Agreements on 5 August 2015, 7 August 2015 and 14 August 2015 respectively with China Minsheng Bank, pursuant to which Benywave Wireless subscribed from China Minsheng Bank principal-protected floating interest structured deposit products for principal amount of RMB100,000,000, RMB50,000,000 and RMB100,000,000 respectively.

As the applicable percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Subscriptions on an aggregated basis pursuant to Rules 14.22 and 14.23, are more than 5% but less than 25%, the Subscriptions constitute a discloseable transaction for the Company under the Listing Rules and are subject to the notification and announcement requirements set out in Chapter 14 of the Listing Rules.

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STRUCTURED DEPOSIT AGREEMENT DATED 5 AUGUST 2015

A summary of the principal terms of the Structured Deposit Agreement between Benywave Wireless and China Minsheng Bank dated 5 August 2015 (“1st Agreement”) are set out as follows:

Date of 1st Agreement:	5 August 2015
Parties:	Benywave Wireless, as the subscriber China Minsheng Bank, as the bank
Type of Structured Deposit:	Principal-protected floating interest structured product
Principal amount of the Structured Deposit:	RMB100,000,000
Transaction date:	5 August 2015
Maturity date:	5 August 2016
Term:	366 days commencing from transaction date and expiring on maturity date
Rate of return:	The expected annual interest rate is indicated at 3.2%
Interest:	The amount of floating interest on Structured Deposit is linked to USD3M-LIBOR during the period of the Structured Deposit as follows: $3.3\% * n1/N + 3.2\% * n2/N$, where $n1$ is the number of days in which USD3M-LIBOR shall fall within 0%-0.05% (equivalent to and higher than 0% and less than 0.05%), $n2$ is the number of days in which USD3M-LIBOR shall fall within 0.05%-3.3% (equivalent to and higher than 0.05% and less than 3.3%) and N is the actual number of days from transaction date to maturity date or early termination date (whichever is applicable) (including the commencement date but excluding the termination date).
Transaction/administration fee:	To be based on the laws regulating structured products in the PRC

Payment date: The principal amount of and the interest on the Structured Deposit shall be paid by China Minsheng Bank within two Working Days after the maturity date or the early termination date (whichever is applicable)

Early termination: 1st Agreement shall not be terminated by Benywave Wireless except in accordance with the terms of the 1st Agreement or otherwise agreed between the parties. Under the terms of 1st Agreement, Benywave Wireless may withdraw the principal amount prior to maturity date. Upon such withdrawal, the 1st Agreement shall be automatically terminated. No interest shall be payable to Benywave Wireless. Furthermore, a fee equivalent to 2.5% on the principal amount for breach of 1st Agreement shall be charged to Benywave Wireless.

With a view to lock in the return for subscriber or to lessen the loss of subscriber, China Minsheng Bank has the right but not the obligation to early terminate the 1st Agreement based on market condition.

STRUCTURED DEPOSIT AGREEMENT DATED 7 AUGUST 2015

A summary of the principal terms of the Structured Deposit Agreement between Benywave Wireless and China Minsheng Bank dated 7 August 2015 (“2nd Agreement”) are set out as follows:

Date of 2nd Agreement:	7 August 2015
Parties:	Benywave Wireless, as the subscriber China Minsheng Bank, as the bank
Type of Structured Deposit:	Principal-protected floating interest structured product
Principal amount of the Structured Deposit:	RMB50,000,000
Transaction date:	7 August 2015
Maturity date:	5 August 2016
Term:	364 days commencing from transaction date and expiring on maturity date

Rate of return: The expected annual interest rate is indicated at 3.2%

Interest: The amount of floating interest on Structured Deposit is linked to USD3M-LIBOR during the period of the Structured Deposit as follows:

3.3%*n1/N+3.2%*n2/N, where n1 is the number of days in which USD3M-LIBOR shall fall within 0%-0.05% (equivalent to and higher than 0% and less than 0.05%), n2 is the number of days in which USD3M-LIBOR shall fall within 0.05%-3.3% (equivalent to and higher than 0.05% and less than 3.3%) and N is the actual number of days from transaction date to maturity date or early termination date (whichever is applicable) (including the commencement date but excluding the termination date).

Transaction/administration fee: To be based on the laws regulating structured products in the PRC

Payment date: The principal amount of and the interest on the Structured Deposit shall be paid by China Minsheng Bank within two Working Days after the maturity date or the early termination date (whichever is applicable)

Early termination: 2nd Agreement shall not be terminated by Benywave Wireless except in accordance with the terms of the 2nd Agreement or otherwise agreed between the parties. Under the terms of 2nd Agreement, Benywave Wireless may withdraw the principal amount prior to maturity date. Upon such withdrawal, the 2nd Agreement shall be automatically terminated. No interest shall be payable to Benywave Wireless. Furthermore, a fee equivalent to 2.5% on the principal amount for breach of 2nd Agreement shall be charged to Benywave Wireless.

With a view to lock in the return for subscriber or to lessen the loss of subscriber, China Minsheng Bank has the right but not the obligation to early terminate the 2nd Agreement based on market condition.

STRUCTURED DEPOSIT AGREEMENT DATED 14 AUGUST 2015

A summary of the principal terms of the Structured Deposit Agreement between Benywave Wireless and China Minsheng Bank dated 14 August 2015 (“3rd Agreement”) are set out as follows:

Date of 3rd Agreement:	14 August 2015
Parties:	Benywave Wireless, as the subscriber China Minsheng Bank, as the bank
Type of Structured Deposit:	Principal-protected floating interest structured product
Principal amount of the Structured Deposit:	RMB100,000,000
Transaction date:	14 August 2015
Maturity date:	12 August 2016
Term:	364 days commencing from transaction date and expiring on maturity date
Rate of return:	The expected annual interest rate is indicated at 3.2%
Interest:	The amount of floating interest on Structured Deposit is linked to USD3M-LIBOR during the period of the Structured Deposit as follows: $3.3\% * n1/N + 3.2\% * n2/N$, where $n1$ is the number of days in which USD3M-LIBOR shall fall within 0%-0.05% (equivalent to and higher than 0% and less than 0.05%), $n2$ is the number of days in which USD3M-LIBOR shall fall within 0.05%-3.3% (equivalent to and higher than 0.05% and less than 3.3%) and N is the actual number of days from transaction date to maturity date or early termination date (whichever is applicable) (including the commencement date but excluding the termination date).
Transaction/administration fee:	To be based on the laws regulating structured products in the PRC

Payment date: The principal amount of and the interest on the Structured Deposit shall be paid by China Minsheng Bank within two Working Days after the maturity date or the early termination date (whichever is applicable)

Early termination: 3rd Agreement shall not be terminated by Benywave Wireless except in accordance with the terms of the 3rd Agreement or otherwise agreed between the parties. Under the terms of 3rd Agreement, Benywave Wireless may withdraw the principal amount prior to maturity date. Upon such withdrawal, the 3rd Agreement shall be automatically terminated. No interest shall be payable to Benywave Wireless. Furthermore, a fee equivalent to 2.5% on the principal amount for breach of 3rd Agreement shall be charged to Benywave Wireless.

With a view to lock in the return for subscriber or to lessen the loss of subscriber, China Minsheng Bank has the right but not the obligation to early terminate the 3rd Agreement based on market condition.

REASONS AND BENEFITS FOR ENTERING INTO THE STRUCTURED DEPOSIT AGREEMENTS

The Structured Deposits are principal-protected and unless there shall be a breach of Structured Deposit Agreements by Benywave Wireless, the whole principal amounts of Structured Deposit thereunder shall be returned after maturity dates. They share substantially the same characteristics with fixed deposits.

The Subscriptions will not affect the cash flow and working capital requirement of the Group because the Group has standing loan arrangement with China Minseng Bank for the Group to utilize loan facilities to an extent equivalent to the total principal amounts under the Structured Deposit Agreements against a pledge of the Structured Deposits as security.

The intention of the Group's subscribing for the Structured Deposits is to maximize the return on its funds. In view of an upside of earning a more attractive return than current saving or fixed deposit rate under the low interest rate trend, the principal protection under the Structured Deposit Agreements and the abovementioned standing loan arrangement between the Group and China Minsheng Bank, the Directors are of the view that the Structured Deposits pose little risk to the Group and the terms and conditions of each of the Structured Deposit Agreements are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

INFORMATION ABOUT THE GROUP

The principal activities of the Company are the development, design, production management and sale of mobile handsets to overseas markets, supply of original design manufacturer services for high end mobile phones and service to the emerging markets and some developed markets.

INFORMATION ABOUT CHINA MINSHENG BANK

China Minsheng Bank is a national joint stock commercial bank incorporated in the PRC with limited liability, the H shares of which are listed on the Main Board of the Stock Exchange (Stock code: 1988). It is principally engaged in the provision of corporate and personal banking, treasury business, finance leasing, assets management and other financial services in the PRC.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, each of China Minsheng Bank and its ultimate substantial beneficial owners as publicly disclosed by China Minsheng Bank are third parties independent of the Company and its connected persons.

IMPLICATIONS UNDER THE LISTING RULES

As the applicable percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Subscriptions, on an aggregated basis pursuant to Rules 14.22 and 14.23, are more than 5% but less than 25%, the Subscriptions constitute a discloseable transaction for the Company under the Listing Rules and are subject to the notification and announcement requirements set out in Chapter 14 of the Listing Rules.

EXPLANATION

The transactions contemplated under the Structured Deposit Agreements constitute a discloseable transaction of the Company, the Company, however, had not announced the details of the subscriptions of the Structural Deposit on time in accordance with Rule 14.34 of the Listing Rules.

At the time the Structured Deposit Agreements were entered into by Benywave Wireless, the Company took the view that the Structured Deposits thereunder have substantially the same characteristics as fixed deposits and was not aware that the execution of Structured Deposit Agreements and the Subscriptions could constitute an "acquisition" under Chapter 14 of Listing Rules. Furthermore, given the principal protection element of the Structured Deposits, and the standing loan arrangement between the Group and China Minsheng Bank, the Structured Deposits were considered to pose little risk to the Group. The Company had adopted timely measures to re-comply with the Listing Rules as soon as the Company realized that the Subscriptions would constitute a discloseable transaction of the Company under the Listing Rules. The Company will fulfill its obligations of continuing disclosure with due care, as well as consulting its compliance adviser and Hong Kong legal counsel in time in the future.

DEFINITIONS

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

“Benywave Wireless”	北京百納威爾無線通信設備有限公司 (Beijing Benywave Wireless Communication Co., Ltd.*), a wholly foreign-owned enterprise established under the laws of the PRC and a wholly-owned subsidiary of the Company
“Board”	the board of directors of the Company
“China Minsheng Bank”	China Minsheng Banking Corp., Ltd., a national joint-stock commercial bank incorporated in the PRC with limited liability, the H shares of which are listed on the Main Board of the Stock Exchange (stock code: 1988)
“Company”	Vital Mobile Holdings Limited, a company incorporated in Cayman Islands with limited liability, the issued shares of which are listed on the Main Board of the Stock Exchange
“Directors”	the directors of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Main Board”	the stock market (excluding the option market) operated by the Stock Exchange, independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange
“PRC”	the People’s Republic of China excluding, for the purpose of this announcement, Hong Kong, the Macau Special Administrative Region and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC

* For identification purpose only

“Shareholder(s)”	holder(s) of the share(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Structured Deposit”	principal-protected floating interest structured deposits under the Structured Deposit Agreements in the respective principal amounts of RMB100,000,000, RMB50,000,000 and RMB100,000,000
“Structured Deposit Agreement(s)”	the structured deposit agreements between Benywave Wireless and China Minsheng Bank respectively dated 5 August 2015, 7 August 2015 and 14 August 2015 in relation to the Subscriptions
“Subscriptions”	the subscriptions of the Structured Deposits by Benywave Wireless pursuant to Structured Deposit Agreements
“US Dollar”	United States Dollars, the lawful currency of the United States of America
“USD3M-LIBOR”	3 month US Dollar London Interbank Offer Rate
“Working Day(s)”	any day on which banks in Beijing and London are generally open for normal banking business
“%”	per cent

By order of the Board
Vital Mobile Holdings Limited
Rong Xiuli
Chairperson

Hong Kong, 14 September 2015

As at the date of this announcement, the Board of the Company comprises Ms. Rong Xiuli and Mr. Rong Shengli as executive Directors, Mr. Tang Shun Lam as non-executive Director and Mr. Hon Kwok Ping Lawrence, Mr. Lam Yiu Kin and Mr. Tsang Yat Kiang as independent non-executive Directors.