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NVC LIGHTING HOLDING LIMITED

雷士照明控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2222)

ANNOUNCEMENT CONTINUING CONNECTED TRANSACTIONS

RENEWAL OF EXISTING CONTINUING CONNECTED TRANSACTIONS

Reference is made to the 2012 Announcement and 2013 Announcements, in which the Company set out detailed information in relation to certain continuing connected transactions, including, among others, the transactions between the Group and (1) ETIC, and (2) Mr. Wu Jiannong's associates which are governed under various agreements.

As these agreements entered between the Group and (1) ETIC, and (2) Mr. Wu Jiannong's associates expired on 31 December 2015 and the Group intends to continue carrying out such transactions in the ordinary and usual course of business with the relevant parties, the Group therefore entered into the following renewed agreements with the relevant parties on 22 January 2016:

- (1) the ETIC Purchase Agreement
- (2) the ETIC Licensing Agreement
- (3) the Raw Material Purchase Agreement
- (4) the Youhe Purchase Agreement

NEW CONTINUING CONNECTED TRANSACTIONS

On 22 January 2016, the Company also entered into the Lease Agreement I and Lease Agreement II with ETIC, pursuant to which the Group agrees to lease certain properties from/to ETIC.

LISTING RULES IMPLICATIONS

As at the date of this announcement, ETIC is a substantial shareholder of the Company holding approximately 27.03% of the Company's share capital and is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the transactions between the Group and ETIC constitute connected transactions of the Company under the Listing Rules.

As at the date of this announcement, Mr. WU Jiannong is a director and a substantial shareholder of Zhejiang NVC, a subsidiary of the Company, thus Mr. Wu Jiannong and his associates are connected persons of the Company under Chapter 14A of the Listing Rules. Accordingly, the transactions between the Group and Mr. Wu Jiannong and his associates constitute connected transactions of the Company under the Listing Rules.

As one or more of the applicable Percentage Ratios calculated based on the annual caps of considerations under the Agreements is more than 0.1% but less than 5%, the transactions under the Agreements are subject to the reporting, announcement and annual review requirements, but are exempted from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

BACKGROUND INFORMATION

Reference is made to the 2012 Announcement and 2013 Announcements in relation to certain continuing connected transactions between the Group and (1) ETIC, and (2) Mr. Wu Jiannong's associates which are governed by various agreements.

As these agreements entered between the Group and (1) ETIC, and (2) Mr. Wu Jiannong's associates expired on 31 December 2015 and the Group intends to continue carrying out such transactions in the ordinary and usual course of business with the relevant parties, the Group therefore entered into the following renewed agreements with the relevant parties on 22 January 2016:

- (1) the ETIC Purchase Agreement
- (2) the ETIC Licensing Agreement
- (3) the Raw Material Purchase Agreement
- (4) the Youhe Purchase Agreement

On 22 January 2016, the Company also entered into the Lease Agreement I and Lease Agreement II with ETIC, pursuant to which the Group agrees to lease certain properties from/to ETIC.

RENEWAL OF EXISTING CONTINUING CONNECTED TRANSACTIONS

(1) The ETIC Purchase Agreement

Principal Terms of the ETIC Purchase Agreement:

Parties: The Company and ETIC

Transaction: Pursuant to the ETIC Purchase Agreement, the Group agrees to purchase finished products and raw materials including but not limited to LED chips and LED lamp products from ETIC and its Affiliates on a non-exclusive basis. The quality, quantity and technical standards of the products delivered by ETIC and its Affiliates must meet the Company's standards as set out in the sub-contract for each purchase order.

Pricing: The prices charged by ETIC and its Affiliates will be agreed following arm's length negotiations between the parties with reference to the prevailing market price. In determining the market price, the business department of the relevant subsidiary of the Company shall collect the relevant market information (including but not limited to the price for the same or similar type of finished products and raw materials), review and compare the costs and profits of transactions conducted in the most recent year of the same or similar type entered into with ETIC or at least two independent third parties, and prepare fee quotes for review by the marketing department of the relevant subsidiary of the Company, and the marketing department of the relevant subsidiary may need to further submit the fee quotes to the management of such subsidiary for review depending on the actual situations (such as the amount and size of the transaction).

Term of the Agreement: The term of the ETIC Purchase Agreement is three years commencing from 1 January 2016.

Historical Amounts

The existing annual caps for the amount payable by the Group under the original ETIC Purchase Agreement for the years ended 31 December 2013, 2014 and 2015 are RMB130 million, RMB170 million and RMB170 million, respectively. The actual amount paid/payable by the Group under the original ETIC Purchase Agreement for the years ended 31 December 2013, 2014 and nine months ended 30 September 2015 were RMB3.51 million, RMB108.10 million and RMB81.39 million, respectively.

Proposed Annual Caps

The proposed annual caps of the purchase price payable by the Group under the ETIC Purchase Agreement for each of the three years ending 31 December 2016, 2017 and 2018 are RMB100 million, RMB100 million and RMB100 million, respectively. In determining the above annual caps, the Board took into account historical data on purchasing similar products from other suppliers, the expected future demand of the Group on the relevant products and the expected market prices of the LED chips and LED lamp products.

Reasons for and Benefits of the ETIC Purchase Agreement

The Company entered into the ETIC Purchase Agreement given the Group has a continuous demand for such finished products and raw materials in the next three years and the fees charged by ETIC and its Affiliates are competitive.

(2) The ETIC Licensing Agreement

Principal Terms of the ETIC Licensing Agreement:

Parties: Huizhou NVC and ETIC

Transaction: Pursuant to the ETIC Licensing Agreement, Huizhou NVC grants ETIC, a non-transferrable right to use certain registered trademarks of Huizhou NVC, including “NVC” and “雷士”, as well as granting ETIC the right to use the Group’s registered trademark in combination with ETIC’s own brand as “NVCETI” and “雷士德豪” on ETIC’s LED lamp products. The licensing is worldwide but is exclusive only on certain ETIC’s LED lamp products.

Licensing Fee: The trademark licensing fee is agreed based on arm’s length negotiations and is on normal commercial terms. It will be calculated based on the following:

- (1) 3% of ETIC’s sales of products using licensed trademarks “NVC” and “雷士” with an annual cap of RMB30 million for each year of 2016, 2017 and 2018; and
- (2) 1% of ETIC’s sales of products using the trademark “NVCETI” and “雷士德豪” with an annual cap of RMB25 million for each year of 2016, 2017 and 2018.

Notwithstanding the above, under no circumstances shall the annual trademark licensing fee payable by ETIC be lower than RMB8 million. The licensing fee for the previous year will be paid by ETIC prior to 20 February each year.

Term of the Agreement: The term of the ETIC Licensing Agreement is three years commencing from 1 January 2016.

Historical Amounts

The existing annual caps for the amount receivable by the Group under the original ETIC Licensing Agreement for the years ended 31 December 2013, 2014 and 2015 are RMB16 million, RMB27 million and RMB55 million, respectively. The actual amount received/receivable by the Group under the original ETIC Licensing Agreement for the years ended 31 December 2013, 2014 and nine months ended 30 September 2015 were RMB0.90 million, RMB8.03 million and RMB5.03 million, respectively.

Proposed Annual Caps

The proposed annual caps of the purchase price receivable by the Group under the ETIC Licensing Agreement for each of the three years ending 31 December 2016, 2017 and 2018 are RMB55 million, RMB55 million and RMB55 million, respectively. In determining the above annual caps, the Board took into account historical and expected ETIC's sales of products using the licensed trademarks as well as the expected market conditions and demand of the LED lamp products produced by ETIC.

Reasons for and Benefits of the ETIC Licensing Agreement

To further promote the Company's brand name and to implement the Company's strategic development plan for LED products, the Company decided to enter into the ETIC Licensing Agreement for the production of certain LED lamp products using the Company's registered trademarks. ETIC has a well-established sales channel for LED lamp products which is complementary to our existing product sales channel. ETIC is a vertically well-integrated LED lamp producer and its product quality and price are very competitive in the market. The Board believes that through cooperation with ETIC, the Company's sales and distribution network coverage of LED lamp products will be further extended, which is expected to further improve the Company's operation results.

(3) The Raw Material Purchase Agreement

Principal Terms of the Raw Material Purchase Agreement:

- Parties: The Company, World Bright and Quzhou Aushite
- Transaction: Pursuant to the Raw Material Purchase Agreement, the Company agrees to purchase raw materials (on a non-exclusive basis) including glass tubes from World Bright and phosphor powder from Quzhou Aushite. The quality, quantity and technical standards of the raw materials delivered by these suppliers must meet the Company's standards as set out in the sub-contract for each order.
- Pricing: The prices charged by World Bright and Quzhou Aushite will be agreed following arm's length negotiations between the parties with reference to the prevailing market price. In determining the market price, the business department of the relevant subsidiary of the Company shall collect the relevant market information (including but not limited to the price for the same or similar type of raw materials), review and compare the costs and profits of transactions conducted in the most recent year of the same or similar type entered into with ETIC or at least two independent third parties, and prepare fee quotes for review by the marketing department of the relevant subsidiary of the Company, and the marketing department of the relevant subsidiary may need to further submit the fee quotes to the management of such subsidiary for review depending on the actual situations (such as the amount and size of the transaction).
- Term of the Agreement: The term of the Raw Material Purchase Agreement is three years commencing from 1 January 2016.

Historical Amounts

The existing annual caps for the amount payable by the Group under the original Raw Material Purchase Agreement for the years ended 31 December 2013, 2014 and 2015 are US\$19.79 million, US\$21.77 million and US\$23.94 million, respectively. The actual amount paid/payable by the Group under the original Raw Material Purchase Agreement for the years ended 31 December 2013, 2014 and nine months ended 30 September 2015 were RMB35.06 million, RMB5.68 million and RMB7.41 million, respectively.

Proposed Annual Caps

The proposed annual caps of the purchase price payable by the Group under the Raw Material Purchase Agreement for each of the three years ending 31 December 2016, 2017 and 2018 are RMB18.76 million, RMB18.76 million and RMB18.76 million, respectively. In determining the above annual caps, the Board took into account historical data on purchasing similar products from other suppliers, the expected future demand of the Group on the relevant raw materials and the expected market prices of the relevant raw materials.

Reasons for and Benefits of the Raw Material Purchase Agreement

The Company entered into the Raw Material Purchase Agreement given the Group has a continuous demand for such raw materials in the next three years and the fees charged by World Bright and Quzhou Aushite are competitive.

(4) The Youhe Purchase Agreement

Principal Terms of the Youhe Purchase Agreement:

Parties: The Company and Jiangshan Youhe

Transaction: Pursuant to the Youhe Purchase Agreement, the Group agrees to purchase the manufacturing equipment and accessories from Jiangshan Youhe. The manufacturing equipment and accessories delivered by Jiangshan Youhe must meet the Company's detailed requirements as set out in the sub-contract for each order.

Pricing: The prices charged by Jiangshan Youhe will be agreed following arm's length negotiations between the parties with reference to the prevailing market price. In determining the market price, the business department of the relevant subsidiary of the Company shall collect the relevant market information (including but not limited to the price for the same or similar type of finished equipment and accessories), review and compare the costs and profits of transactions conducted in the most recent year of the same or similar type entered into with Jiangshan Youhe or at least two independent third parties, and prepare fee quotes for review by the marketing department of the relevant subsidiary of the Company, and the marketing department of the relevant subsidiary may need to further submit the fee quotes to the management of such subsidiary for review depending on the actual situations (such as the amount and size of the transaction).

Term of the Agreement: The term of the Youhe Purchase Agreement is three years commencing from 1 January 2016.

Historical Amounts

The existing annual caps for the amount payable by the Group under the original Youhe Purchase Agreement for the years ended 31 December 2013, 2014 and 2015 are US\$1.36 million, US\$0.90 million and US\$0.90 million, respectively. The actual amount paid/payable by the Group under the original Youhe Purchase Agreement for the years ended 31 December 2013, 2014 and nine months ended 30 September 2015 were RMB0.40 million, RMB0 million and RMB0 million, respectively.

Proposed Annual Caps

The proposed annual caps of the purchase price payable by the Group under the Youhe Purchase Agreement for each of the three years ending 31 December 2016, 2017 and 2018 are RMB4.5 million, RMB3.5 million and RMB3.5 million, respectively. In determining the new annual caps, the Board took into account the historical transaction amounts and the future demand of the relevant equipment by the Group.

Reasons for and Benefits of the Raw Material Purchase Agreement

The Youhe Purchase Agreement was entered into since the Group has a demand for such equipment and the fees charged by Jiangshan Youhe are competitive.

NEW CONTINUING CONNECTED TRANSACTIONS

The Lease Agreement I

Principal Terms of the Lease Agreement I:

Parties: The Company and ETIC

Transaction: Pursuant to the Lease Agreement I, the Group agrees to lease certain properties from ETIC and its Affiliates. Details of each properties to be leased will be set out in the sub-contract for each lease.

Pricing: The rent charged by ETIC and its Affiliates will be agreed following arm's length negotiations between the parties with reference to the prevailing market price. In determining the market price, the business department of the relevant subsidiary of the Company shall collect the relevant market information (including but not limited to the rent for the same or similar type of properties in the same region), review and compare rents of the same or similar type of properties leased from independent third parties in the most recent year, and prepare fee quotes for review by the marketing department of the relevant subsidiary of the Company, and the marketing department of the relevant subsidiary may need to further submit the fee quotes to the management of such subsidiary for review depending on the actual situations (such as the amount and size of the transaction).

Term of the Agreement: The term of the Lease Agreement I is three years commencing from 1 January 2016.

Proposed Annual Caps

The proposed annual caps of the rent payable by the Group under the Lease Agreement I for each of the three years ending 31 December 2016, 2017 and 2018 are RMB2 million, RMB2 million and RMB2 million, respectively. In determining the above annual caps, the Board took into account the demand of the Group for leasing the properties from ETIC and the expected rent of such properties. The rent under the each definitive lease agreement will be determined based on the condition of each premise with reference to the prevailing market price and rents of comparable properties in similar locations.

Reasons for and Benefits of the Lease Agreement I

The Company entered into the Lease Agreement I given the Group has a continuous demand for such properties in the next three years and the rent charged by ETIC and its Affiliates are competitive.

The Lease Agreement II

Principal Terms of the Lease Agreement II:

Parties: The Company and ETIC

Transaction: Pursuant to the Lease Agreement II, the Group agrees to lease certain properties to ETIC and its Affiliates. Details of each properties to be leased will be set out in the sub-contract for each lease.

Pricing: The rent charged by the Group will be agreed following arm's length negotiations between the parties with reference to the prevailing market price. In determining the market price, the business department of the relevant subsidiary of the Company shall collect the relevant market information (including but not limited to the rent for the same or similar type of properties in the same region), review and compare rents of the same or similar type of properties leasing to independent third parties in the most recent year, and prepare fee quotes for review by the marketing department of the relevant subsidiary of the Company, and the marketing department of the relevant subsidiary may need to further submit the fee quotes to the management of such subsidiary for review depending on the actual situations (such as the amount and size of the transaction).

Term of the Agreement: The term of the Lease Agreement II is three years commencing from 1 January 2016.

Proposed Annual Caps

The proposed annual caps of the rent receivable by the Group under the Lease Agreement II for each of the three years ending 31 December 2016, 2017 and 2018 are RMB5 million, RMB5 million and RMB5 million, respectively. In determining the above annual caps, the Board took into account the current rent paid by ETIC under the valid definitive lease agreements and the expected rent in the future. The rent under the each definitive lease agreement will be determined based on the condition of each properties with reference to the prevailing market price and rents of comparable properties in similar locations.

Reasons for and Benefits of the Lease Agreement II

The Company entered into the Lease Agreement II given ETIC and its Affiliates have a continuous demand for such properties in the next three years and the rent paid/payable by ETIC and its Affiliates are competitive.

INTERNAL CONTROL AND PRICING POLICY

The Company has developed a set of internal control measures in order to ensure the pricing standards stipulated under the Agreements are effectively implemented from time to time and the terms for the Agreements are not less favorable than those available from Independent Third Parties. The key internal control measures are as follows:

- (1) the prices and rents under the Agreements will be negotiated on arm's length basis and with reference to the prevailing market prices of the similar products or properties in similar locations. Such price or rents shall not be less favorable than the average price or rents charged or paid by other Independent Third Parties;
- (2) the Company will supervise the continuing connected transactions in accordance with the procedures set forth in the Company's internal control manual on continuing connected transactions, pursuant to which, the relevant personnel of the business department and the legal department of the Group will conduct regular research to review and assess whether the transactions contemplated under the relevant continuing connected transaction are conducted in accordance with the terms of its respective agreement. The business department will also regularly update the average market price offered by at least two Independent Third Party generally through obtaining quotations via emails, fax or phone and tenders by publishing tender notice via various media resources. The business department of the Group will continue to monitor if the price charged for a specific transaction under the Agreements is fair and reasonable and in accordance with the aforesaid pricing policy and shall report to the management and the Board any case which may exceed the annual caps under the Agreements on a timely basis;
- (3) the Company's external auditors will conduct an annual review on the pricing and the annual caps of the continuing connected transactions;
- (4) the independent non-executive Directors will conduct an annual review of the implementation and enforcement of the continuing connected transactions.

The Board is of the opinion that the Company has adopted adequate internal control measures to ensure that the continuing connected transactions as contemplated under the Agreements are on normal commercial terms and the terms are not less favourable than the terms provided by an independent third party for provision of similar products or services, and that the pricing policy is fair and reasonable so far as the Company is concerned.

INFORMATION OF THE COMPANY AND THE COUNTERPARTIES

The Company is a leading supplier of lighting products in China. It designs, develops, produces, markets and sells a variety of lighting products, with a strong focus on energy-saving products.

ETIC directly and indirectly holds approximately 27.03% of the Company's share capital. Therefore, ETIC is a substantial shareholder and a connected person of the Company under the Listing Rules. ETIC is principally engaged in production and sale of small household appliances and LED products.

Quzhou Aushite is a company incorporated in the PRC and is owned as to 39% by Mr. Wu Jiannong and 51% by Zhejiang Tonking which is in turn owned as to 97% by Mr. Wu Jiannong. Mr. Wu Jiannong is a director and a substantial shareholder of Zhejiang NVC, a subsidiary of the Company. Accordingly, Quzhou Aushite is an associate of Mr. Wu Jiannong under the Listing Rules and a connected person of the Company. Quzhou Aushite is principally engaged in production and sale of phosphor powder.

World Bright is a company incorporated in the PRC and is owned as to 100% by Quzhou Aushite. Accordingly, World Bright is an associate of Mr. Wu Jiannong under the Listing Rules and a connected person of the Company. World Bright is principally engaged in production and sale of glass tubes.

Jiangshan Youhe is a company incorporated in the PRC and is owned as to 100% by Quzhou Aushite. Accordingly, Jiangshan Youhe is an associate of Mr. Wu Jiannong under the Listing Rules and a connected person of the Company. Jiangshan Youhe is principally engaged in the research, development and manufacturing of equipment.

LISTING RULES IMPLICATIONS

As at the date of this announcement, ETIC is a substantial shareholder of the Company holding approximately 27.03% of the Company's share capital and is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Accordingly, the transactions between the Group and ETIC constitute connected transactions of the Company under the Listing Rules.

As at the date of this announcement, Mr. WU Jiannong is a director and a substantial shareholder of Zhejiang NVC, a subsidiary of the Company, thus Mr. Wu Jiannong and his associates are connected persons of the Company under Chapter 14A of the Listing Rules. Accordingly, the transactions between the Group and Mr. Wu Jiannong and his associates constitute connected transactions of the Company under the Listing Rules.

As one or more of the applicable Percentage Ratios calculated based on the annual caps of considerations under the Agreements is more than 0.1% but less than 5%, the transactions under the Agreements are subject to the reporting, announcement and annual review requirements, but are exempted from the independent shareholders' approval requirement under Chapter 14A of the Listing Rules.

The Directors (including the independent non-executive Directors) consider that the terms of the Agreements are on normal commercial terms and fair and reasonable, and are entered into in the ordinary and usual course of business of the Company and in the interests of the Company and its Shareholders as a whole.

Mr. Wang Donglei, who concurrently serves as a Director of the Company and a director of ETIC, and Mr. Wang Dongming, the brother of Mr. Wang Donglei and a Director of the Company, are deemed to have a material interest in the continuing connected transactions between the Company and ETIC and its Affiliates and have abstained from voting on the Board resolutions in relation to the proposed transactions and their proposed annual caps under the (1) the ETIC Purchase Agreement, (2) the ETIC Licensing Agreement, (3) the Lease Agreement I, and (4) the Lease Agreement II.

None of the Directors has material interest in the transactions under (1) the Raw Material Purchase Agreement and (2) the Youhe Purchase Agreement or is required to abstain from voting on the Board resolution in relation to the proposed transactions and their proposed annual caps under the Raw Material Purchase Agreement and the Youhe Purchase Agreement.

DEFINITION

- “2012 Announcement” the announcement of the Company dated 19 December 2012, in respect of, among other things, the renewal of the continuing connected transactions contemplated under the original Raw Material Purchase Agreement and the original Youhe Purchase Agreement for the years ended 31 December 2013, 2014 and 2015.
- “2013 Announcements” The announcements of the Company dated 11 June 2013 and 28 August 2013, in respect of, among other things, the continuing connected transactions contemplated under the original ETIC Licensing Agreement and the original ETIC Purchase Agreement for the years ended 31 December 2013, 2014 and 2015.
- “Affiliates” in relation to any party, another entity which is directly or indirectly controlled by or under common control with, or in control of, that party, “control” here refers to the ownership of more than 50% of the voting shares or the registered capital of an entity, or the power to appoint or elect a majority of the directors or managers or the power to direct the management of an entity through any other way. In relation to ETIC, the Company shall not be considered an Affiliate of ETIC.
- “Agreements” (1) the ETIC Purchase Agreement, (2) the ETIC Licensing Agreement, (3) the Raw Material Purchase Agreement, (4) the Youhe Purchase Agreement, (5) the Lease Agreement I and (6) the Lease Agreement II.
- “associate” has the meaning ascribed thereto under the Listing Rules.
- “Board” the board of directors of the Company.
- “China” or “PRC” the People’s Republic of China, which for the purpose of this announcement, shall not include Hong Kong Special Administrative Region, Macau Special Administrative Region or Taiwan.

“Company”	NVC Lighting Holding Limited.
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules.
“Director(s)”	the director(s) of the Company.
“ETIC”	Elec-Tech International Co., Ltd.* (廣東德豪潤達電氣股份有限公司), a PRC incorporated company which is currently listed on the Shenzhen Stock Exchange and a substantial shareholder of the Company.
“ETIC Licensing Agreement”	a framework trademark licensing agreement entered into between the Company and ETIC on 11 June 2013 as amended or supplemented from time to time.
“ETIC Purchase Agreement”	a framework finished products and raw material purchase agreement entered into between the Company and ETIC on 28 August 2013 as amended or supplemented from time to time.
“Group”	the Company and its subsidiaries.
“Huizhou NVC”	Huizhou NVC Lighting Technology Co., Ltd.* (惠州雷士光電科技有限公司), a wholly foreign-owned enterprise with limited liability incorporated in the PRC on 29 April 2006 and our direct wholly-owned subsidiary.
“Independent Third Party(ies)”	a third party independent of the Company and connected persons (as defined in the Listing Rules) of the Company.
“Jiangshan Youhe”	Jiangshan Youhe Machinery Co., Ltd.* (江山市友和機械有限公司), a limited liability company incorporated in the PRC and an associate of Mr. Wu Jiannong and thus a connected person of the Company.
“Lease Agreement I”	a framework property lease agreement entered into between the Company and ETIC on 22 January 2016, pursuant to which the Group agrees to lease certain properties from ETIC.
“Lease Agreement II”	a framework property lease agreement entered into between the Company and ETIC on 22 January 2016, pursuant to which the Group agrees to lease certain properties to ETIC.
“LED”	Light-Emitting Diode.
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
“Percentage Ratios”	has the meaning ascribed to it under Chapter 14 of Listing Rules.
“Quzhou Aushite”	Quzhou Aushite Illumination Co., Ltd.* (衢州奧仕特照明有限公司), a limited liability company incorporated in the PRC and an associate of Mr. Wu Jiannong and thus a connected person of the Company.

“Raw Material Purchase Agreement”	a framework raw material purchase agreements entered into between the Company and World Bright and Quzhou Aushite on 19 December 2012 as amended or supplemented from time to time.
“RMB”	Renminbi, the lawful currency of the PRC.
“Shareholders”	shareholders of the Company.
“substantial shareholder”	has the meaning ascribed thereto under the Listing Rules.
“US\$”	United States dollars, the lawful currency of the United States.
“we”, “us” or “our”	the Company or our Group (as the context may require).
“World Bright”	Jiangshan World Bright Crystal Co., Ltd.* (江山世明水晶玻璃有限公司), a limited liability company incorporated in the PRC and an associate of Mr. Wu Jiannong and thus a connected person of the Company.
“Youhe Purchase Agreement”	a framework equipment purchase agreements entered into between the Company and Jiangshan Youhe on 19 December 2012 as amended or supplemented from time to time.
“Zhejiang NVC”	Zhejiang NVC Lamps Co., Ltd.* (浙江雷士燈具有限公司), a limited liability company incorporated in the PRC on 28 September 2007, a 51% equity interest of which is held by Huizhou NVC and the remaining 49% equity interest of which is held by Zhejiang Tonking New Energy Group Co., Ltd.* (浙江同景新能源集團有限公司).

* *denotes English translation of the name of a Chinese company or entity and is provided for identification purposes only*

By Order of the Board
NVC LIGHTING HOLDING LIMITED
Wang Donglei
Chairman

Hong Kong, 22 January 2016

As at the date of this announcement, the Board consists of the following Directors:

Executive Directors:

WANG Donglei
WANG Dongming
XIAO Yu
XIONG Jie

Non-executive Directors:

LIN Ho-Ping
ZHU Hai
LI Wei

Independent Non-executive Directors:

LEE Kong Wai, Conway
WU Ling
WANG Xuexian
WEI Hongxiong