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FinTronics

銀創控股

FINTRONICS HOLDINGS COMPANY LIMITED

銀創控股有限公司*

(incorporated in Bermuda with limited liability)

(Stock Code: 706)

**PROPOSED ISSUE AND PLACING OF UP TO HK\$75,712,200
ZERO-COUPON CONVERTIBLE BONDS
(WITH UNLISTED WARRANTS)
DUE 2011 UNDER GENERAL MANDATE,
GRANT OF SHARE OPTIONS**

Placing Agent



Shenyin Wanguo Securities (H.K.) Limited

**PROPOSED ISSUE AND PLACING OF UP TO HK\$75,712,200 ZERO-COUPON
CONVERTIBLE BONDS (WITH WARRANTS) DUE 2011**

On 24 June 2009, the Company entered into the Placing Agreement with the Placing Agent by which the Company has agreed to appoint the Placing Agent to procure during the Placing Period, on a best-efforts basis, subscription for the Convertible Bonds (with Warrants) subject to and upon the terms and conditions contained in the Placing Agreement.

The Convertible Bonds are convertible into Conversion Shares at the Conversion Price of HK\$0.257 per Share (subject to adjustments) and on the terms detailed below in this announcement.

* *For identification purposes only*

Upon the issue of the Convertible Bonds, a Bondholder will be entitled to one Warrant at nil consideration for every HK\$1.028 principal amount of the Convertible Bonds he/she/it subscribed (on the basis of every four Conversion Shares (based on the initial Conversion Price and as if the relevant Convertible Bonds have been converted) for one Warrant).

The terms of the Placing Agreement, the Convertible Bonds and the Warrants have been arrived at after arm's length negotiations and are on normal commercial terms. The Directors consider those terms to be fair and reasonable and in the interest of the Company and the Shareholders as a whole.

Assuming all the Convertible Bonds (with Warrants) are successfully placed by the Placing Agent:

- upon full conversion of the Conversion Rights attaching to the Convertible Bonds at the Conversion Price, a total of 294,600,000 Conversion Shares will be issued, representing approximately 16.00% of the existing issued share capital of the Company as at the date of this announcement, approximately 13.79% of the Company's issued share capital as enlarged by the allotment and issue of the Conversion Shares and approximately 13.33% of the Company's issued share capital as enlarged by the allotment and issue of such Conversion Shares and the allotment and issue of the Warrant Shares (assuming the Subscription Rights are exercised in full at the initial Subscription Price); and
- upon exercise in full of Subscription Rights attaching to the Warrants at the Subscription Price, a total of 73,650,000 Warrant Shares will be issued, representing approximately 4.00% of the existing issued share capital of the Company as at the date of this announcement, approximately 3.85% of the Company's issued share capital as enlarged by the allotment and issue of such Warrant Shares and approximately 3.33% of the Company's issued share capital as enlarged by the allotment and issue of such Warrant Shares and the allotment and issue of the Conversion Shares (assuming the Conversion Rights are exercised in full at the initial Conversion Price).

Assuming that the Placing Agreement has been completed and the Convertible Bonds (with Warrants) have been successfully placed by the Placing Agent in full, the maximum aggregate net proceeds arising from the Placing of Convertible Bonds (with Warrants) are estimated to be approximately HK\$74.6 million (assuming no exercise of the Warrants) and approximately HK\$22.1 million on top if the Warrants are exercised in full at the Subscription Price. The Company intended to use the estimated net proceeds for funding the Group's general working capital requirements to support its ongoing operations and expansion and/or finance possible investments should suitable opportunities arise.

The Conversion Shares to be allotted and issued upon exercise of the Conversion Rights attaching to the Convertible Bonds and the Warrant Shares to be allotted and issued upon exercise of the Subscription Rights attaching to the Warrants will be allotted and issued pursuant to the General Mandate.

GRANT OF OPTIONS

The Board announces that on 24 June 2009, 37,300,000 Options to subscribe for Shares were granted, subject to acceptance of the grantees, under the share option scheme of the Company adopted on 23 May 2002.

PLACING AGREEMENT IN RESPECT OF THE PLACING OF THE CONVERTIBLE BONDS (WITH WARRANTS) UP TO HK\$75,712,200

Date : 24 June 2009 (after trading hours)

Parties : (1) the Company

(2) Shenyin Wanguo Securities (H.K.) Limited (as the Placing Agent) who has conditionally agreed to procure during the Placing Period, on a best effort basis, subscription of the Convertible Bonds (with Warrants).

To the best knowledge of the Directors, each of the Placing Agent and its ultimate beneficial owner(s) is an Independent Third Party.

Placees : The Convertible Bonds will be placed to not fewer than six Placees.

The choice of the Placees (which are expected to be professional, institutional or private investor(s)) will be solely determined by the Placing Agent, subject to the requirements of the Listing Rules.

The Placing Agent will take steps to ensure that each of the Placees and (where a corporation) its beneficial owner(s) will not be a Connected Person of the Group and is independent of each other, the Group and its Connected Persons.

Placing price : the face value of the principal amount of the Convertible Bonds (up to the maximum principal amount of HK\$75,712,200)

Placing commission and expenses : The Company will pay to the Placing Agent a placing commission of 0.75% of the aggregate gross proceeds of the Convertible Bonds placed by or procured to be placed by the Placing Agent (which was determined by agreement after arm's length negotiation between the Company and the Placing Agent based on the size of the Placing, the current and expected market conditions and the time allowed for the Placing Agent to procure Placees for the Placing).

The Company will also pay in relation to the Placing all such costs, fees and expenses for the creation and issue of the Convertible Bonds and the Warrants as set out in the Placing Agreement.

Conditions precedent : The Placing shall be conditional upon the following conditions being fulfilled (or as to the condition set out in paragraph (2) below being waived by the Placing Agent in writing) at or before 5:00 p.m. on the Longstop Date:

- (1) the Listing Committee of the Stock Exchange having granted listing of and permission to deal in the Conversion Shares and the Warrant Shares; and

- (2) none of the warranties contained in the Placing Agreement having been breached in any material respect (or, if capable of being remedied, has not been remedied), or is misleading or untrue in any material respect.

If any of the conditions precedent are not fulfilled or as to that under paragraph (2) above being waived by the Placing Agent by 5:00 p.m. on the Longstop Date, the Placing Agreement shall terminate and the respective obligations of the parties thereto under the Placing Agreement shall forthwith cease and terminate and none of the Company or the Placing Agent shall have any claim against the other of them (save for any antecedent breaches).

Completion : Completion of the Placing Agreement will take place on the third Business Day after satisfaction (or, if applicable, waiver) of all the conditions listed above, or such later date as may be agreed by the Company and the Placing Agent provided that such date shall not fall later than the third Business Day after the Longstop Date.

The Directors consider that the terms of the Placing Agreement (including the placing commission payable to the Placing Agent), which were arrived at after arm's length negotiation between the Company and the Placing Agent, are fair and reasonable and in the interest of the Company and its Shareholders as a whole.

PRINCIPAL TERMS OF THE CONVERTIBLE BONDS

The principal terms of the Convertible Bonds were determined after arm's length negotiations between the Company and the Placing Agent and are summarised below:

Principal amount : Up to a maximum principal amount of HK\$75,712,200.

Form and denomination : The Convertible Bonds will be issued in registered form and in the denomination of HK\$154,200 each.

Maturity Date : The second anniversary of the date of allotment and issue of the Convertible Bonds.

Interest : No interest is payable on the Convertible Bonds.

Conversion and conversion period : The Convertible Bonds may be converted in whole or in part (in authorized denomination) into Conversion Shares

at any time from the Issue Date, at the Conversion Price, up to 4:00 p.m. on the seventh Business Day prior to the Maturity Date or, if the Convertible Bonds shall have been called or requested for redemption before the Maturity Date, then up to 4:00 p.m. on a date no later than seven Business Days prior to the date fixed for redemption.

Any conversion shall be made in amounts of not less than a whole multiple of HK\$154,200 and no fraction of a Share shall be issued on conversion.

Conversion Price

: The Conversion Price at which each Share shall be issued upon exercise of the Conversion Rights shall be HK\$0.257 per Share (subject to adjustment as set out in the paragraph headed “Adjustment to Conversion Price” below).

The Conversion Price was arrived at after arm’s length negotiations between the Company and the Placing Agent and with reference to the market price of the Shares and current market conditions.

The Conversion Price represents:

- (i) a premium of approximately 4.90% over the closing price of HK\$0.245 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a premium of approximately 4.05% over the average closing price of approximately HK\$0.247 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Day;
- (iii) a discount of approximately 4.46% to the average closing price of approximately HK\$0.269 per Share as quoted on the Stock Exchange for the last ten consecutive trading days up to and including the Last Trading Day; and
- (iv) a premium of approximately 54.82% over the audited consolidated net asset value per Share of approximately HK\$0.166 as at 31 December 2008.

Adjustment to Conversion Price : The Conversion Price of the Convertible Bonds is subject to adjustment provisions which are standard terms of convertible securities of similar type. The adjustment events will arise as a result of certain change in the share capital of the Company including subdivision or consolidation of Shares, capitalisation issue, capital distribution, capital reduction, rights issue and other events which have diluting effects on the issued share capital of the Company.

Conversion Shares : The Conversion Shares will be issued free from any encumbrances or third party rights of any kind and will rank pari passu, in all respects with the existing issued Shares together with all rights to dividends and other distributions declared, made or paid on or after the date the holder of the Conversion Share(s) is registered in the Company's register of Shareholders as a holder of the Conversion Share(s).

Full conversion of the Conversion Rights attaching to the Convertible Bonds at the Conversion Price will result in up to 294,600,000 Conversion Shares being allotted and issued by the Company, which represent:

- (i) approximately 16.00% of the issued share capital of the Company as at the date of this announcement;
- (ii) approximately 13.79% of the issued share capital of the Company as enlarged by the allotment and issue of such Conversion Shares; and
- (iii) approximately 13.33% of the issued share capital of the Company as enlarged by the allotment and issue of such Conversion Shares and the allotment and issue of the Warrant Shares (assuming the Subscription Rights are exercised in full at the initial Subscription Price).

The aggregate nominal value of the 294,600,000 new Conversion Shares (with a par value of HK\$0.10 each) is HK\$29,460,000.00.

The impact of the issue and allotment of the Conversion Shares on the shareholding structure of the Company are set out in the paragraph headed "Impact on the shareholding structure of the Company" below).

Redemption : The Company may redeem all or part of the Convertible Bonds, at any time commencing from the first anniversary of the Issue Date of the Convertible Bonds, and expiring on the Maturity Date, by giving the Bondholders at least seven Business Days' prior notice at the redemption amount which is 100% of the principal amount of such outstanding Convertible Bonds as at the date of redemption.

Each of the Bondholders may, at any time during the period commencing from the first anniversary of the Issue Date, and expiring on the Maturity Date, request the Company to redeem, in whole or in part, the outstanding Convertible Bonds held by it, by giving the Company at least seven Business Days' prior notice at the redemption amount which is 100% of the principal amount of such outstanding Convertible Bonds as at the date of redemption.

Final redemption and repayment : Unless the Conversion Rights attaching to the Convertible Bonds have been exercised in full during the Conversion Period in accordance with its terms, the Company is obliged to make any redemption, in cash, at the redemption amount which is 100% of the outstanding principal amount of the Convertible Bonds on the Maturity Date.

Mandatory redemption : The instrument constituting the Convertible Bonds contains an events of default provision which provides that on the occurrence of certain events of default specified therein (including, among other things, default being made by the Company in the performance of the instrument constituting the Convertible Bonds; dissolution of the Company; disposal of all or substantially all of the assets of the Company; a receiver is appointed of or a distress is levied on the assets of the Company; or the trading of the Shares are suspended for a certain period specified therein), the Bondholder may, unless such event of default has been waived in writing by it, by notice in writing require the Company to redeem the whole (but not part) of the outstanding principal amount of the Convertible Bonds at the redemption amount which is 100% of the principal amount of the outstanding Convertible Bonds.

- Voting rights** : A Bondholder will not be entitled to receive notice of, attend or vote at any general meeting of the Company by reason only of it being a Bondholder.
- Transferability** : The Convertible Bonds may be assigned or transferred in amounts of not less than a whole multiple of HK\$154,200.
- The Convertible Bonds may not be transferred to a Connected Person without the prior consent of the Company. Where the Convertible Bonds are intended to be transferred to a Connected Person (other than the associates of the Bondholders), such transfer shall comply with the requirements under the Listing Rules and/or the requirements imposed by the Stock Exchange (if any). The Company will notify the Stock Exchange immediately upon becoming aware of any dealings in the Convertible Bonds by Connected Persons.
- Listing** : No application will be made for the listing of the Convertible Bonds on the Stock Exchange or any other stock exchange. Application will be made by the Company for the listing of, and permission to deal in, the Conversion Shares to be issued as a result of the exercise of the Conversion Rights attaching to the Convertible Bonds.
- Ranking** : The Conversion Shares to be issued as a result of the exercise of the conversion rights attaching to the Convertible Bonds will rank pari passu in all respects with all other Shares outstanding on the date the name of the holder of the Conversion Shares is entered on the register of the members of the Company as a holder of the Conversion Shares.
- Other rights** : Upon the issue of the Convertible Bonds, a Bondholder will be entitled to one Warrant at nil consideration for every HK\$1.028 principal amount of the Convertible Bonds he/she/it subscribed (on the basis of every four Conversion Shares (based on the initial Conversion Price and as if the relevant Convertible Bonds have been converted) for one Warrant).

Principal terms of the Warrants

The first registered holder of each HK\$1.028 principal amount of Convertible Bond will also be issued one unlisted detachable Warrant which will entitle the holders thereof to subscribe up to HK\$22,095,000 for new Shares at the Subscription Price of HK\$0.30 per Share, subject to adjustments. No additional issue price will be payable by the Placees of the Convertible Bonds for the subscription of the Warrants.

Assuming the maximum amount of HK\$75,712,200 Convertible Bonds are placed, Warrants to subscribe for Shares of up to HK\$22,095,000 will fall to be issued. The Company will promptly notify the Stock Exchange when the Company becomes aware of any dealing in the Warrants by Connected Persons of the Company. The Company is aware of and complies with the requirement under Rule 15.02 of the Listing Rules. Apart from options to be granted under the share option scheme of the Company approved by the Shareholders on 23 May 2002, the Company does not have any other equity securities (as defined in the Listing Rules) remain to be issued.

The following describes certain of the principal terms of the Warrants:

- Issue price** : Nil consideration.
- Subscription Rights** : Warrantheolders will be entitled to subscribe for Shares of up to HK\$22,095,000 at the Subscription Price any time from the date of first issue of the Warrants to 4:00 p.m. (Hong Kong time) on the date falling twenty-four months after the date of issue of the Warrants (or, if that is not a Business Day, the first Business Day immediately thereafter) (both dates inclusive).
- Subscription Price** : The initial Subscription Price of HK\$0.30 per Warrant Share was arrived at after arm's length negotiations between the Company and the Placing Agent and represents:
- (i) a premium of approximately 22.45% over the closing price of HK\$0.245 per Share quoted on the Stock Exchange on the Last Trading Day;
 - (ii) a premium of approximately 21.46% over the average closing price per Share of approximately HK\$0.247 per Share as quoted on the Stock Exchange for the last five consecutive trading days of the Shares up to and including the Last Trading Day;

- (iii) a premium of approximately 11.52% over the average closing price of approximately HK\$0.269 per Share as quoted on the Stock Exchange for the last ten consecutive trading days up to and including the Last Trading Day; and
- (iv) a premium of approximately 80.72% over the audited consolidated net asset value per Share of approximately HK\$0.166 as at 31 December 2008.

Assuming the maximum of HK\$75,712,200 Convertible Bonds are issued, upon exercise in full of Subscription Rights attaching to the Warrants at the Subscription Price, a total of 73,650,000 Warrant Shares will be issued, representing approximately 4.00% of the issued share capital of the Company as at the date of this announcement, approximately 3.85% of the Company's issued share capital as enlarged by the allotment and issue of such Warrant Shares and approximately 3.33% of the Company's issued share capital as enlarged by the allotment and issued of such Warrant Shares and the the allotment and issue of Conversion Shares (assuming the Conversion Rights are exercised in full at the initial Conversion Price.

The Subscription Price is subject to customary adjustments in certain events, including share consolidations, share subdivisions, capitalisation issues, capital distributions, rights issues and issues of other securities.

Transferability

- : The Warrants are detachable and may be transferred in multiples of HK\$45,000 (i.e. units of 150,000 Warrants). They may not be transferred to a Connected Person of the Company without the prior written consent of the Company.

Where the Warrants are intended to be transferred to a Connected Person (other than the associates of the Warrantholders), such transfer shall comply with the requirements under the Listing Rules and/or the requirements imposed by the Stock Exchange (if any). The Company will notify the Stock Exchange immediately upon becoming aware of any dealings in the Warrant by Connected Persons.

- Voting** : A Warrantholder will not be entitled to receive notice of, attend or vote at any meeting of the Company by reason only of it being a Warrantholder.
- Listing** : No application will be made for the listing of the Warrants on the Stock Exchange or any other stock exchange. Application will be made by the Company for the listing of, and permission to deal in, the Warrant Shares to be issued as a result of the exercise of the Subscription Rights attaching to the Warrants.
- Ranking** : The Warrant Shares to be issued as a result of the exercise of the Subscription Rights attaching to the Warrants will rank pari passu in all respects with all other Shares outstanding on the date of exercise of the relevant Subscription Rights.

TERMINATION

The Placing Agent may, in its reasonable opinion, terminate the Placing Agreement by notice in writing to the Company at any time up to 5:00 p.m. on the Business Day immediately preceding the date of Completion if:

- (1) there is any change in national, international, financial, exchange control, political, economic conditions in Hong Kong which in the reasonable opinion of the Placing Agent would be materially adverse in the consummation of the Placing; or
- (2) there is any breach of the warranties, representations and undertakings given by the Company in the Placing Agreement and such breach is considered by the Placing Agent on reasonable grounds to be material in the context of the Placing; or
- (3) there is any material change (whether or not forming part of a series of changes) in market conditions which in the reasonable opinion of the Placing Agent would materially and prejudicially affect the Placing or makes it inadvisable or inexpedient for the Placing to proceed; or
- (4) any statement contained in this announcement and other announcements or circulars (if required) in connection with the Placing Agreement or in relation to the Placing has become or been discovered to be untrue, incorrect or misleading in any material respect which in the opinion of the Placing Agent would be materially adverse in the consummation of the Placing.

The Company may, in its reasonable opinion, after consultation with the Placing Agent, terminate the Placing Agreement by notice in writing to the Placing Agent at any time up to 5:00 p.m. on the Business Day immediately preceding the date of Completion if there is a breach of the warranties, representations and undertakings given by the Placing Agent in the Placing Agreement and such breach is considered by the Company on reasonable grounds to be material.

Upon termination of the Placing Agreement pursuant to the matters set out above, all liabilities of the Company and the Placing Agent under the Placing Agreement shall cease and determine and none of them shall have any claim against each other save in respect of any antecedent breach of any obligation under the Placing Agreement.

IMPACT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the issued ordinary share capital of the Company is HK\$184,128,492.20 divided into 1,841,284,922 Shares.

The following table shows the shareholding structure of the Company (i) as at the date of this announcement; (ii) upon full conversion of the Convertible Bonds at the Conversion Price; and (iii) upon full conversion of the Convertible Bonds at the Conversion Price, and exercise of the Subscription Rights attaching to the Warrants at the Subscription Price in full.

	At the date of this announcement		Upon full conversion of the Convertible Bonds		Upon full conversion of the Convertible Bonds and exercise of the Subscription Rights attaching to Warrants in full	
	No. of Shares	approximate %	No. of Shares	approximate %	No. of Shares	approximate %
Directors						
Song Jing Sheng	34,000,000	1.85	34,000,000	1.59	34,000,000	1.54
Chong Yiu Kan, Sherman	650,000	0.03	650,000	0.03	650,000	0.03
Substantial shareholder						
Leading Value Industrial Limited (Note)	474,869,906	25.79	474,869,906	22.23	474,869,906	21.49
Public Shareholders	1,331,765,016	72.33	1,331,765,016	62.35	1,331,765,016	60.28
Convertible Bonds holders	–	–	294,600,000	13.80	294,600,000	13.33
Warrants holders	–	–	–	–	73,650,000	3.33
Total	<u>1,841,284,922</u>	<u>100.00</u>	<u>2,135,884,922</u>	<u>100.00</u>	<u>2,209,534,922</u>	<u>100.00</u>

Note:

Leading Value Industrial Limited is a company wholly owned by Mr Sze Wai, Marco, an executive Director.

REASONS FOR THE ISSUE OF THE CONVERTIBLE BONDS (WITH WARRANTS)

The Directors have considered various means available to raise funds in the capital market. Given that the equity market has been highly volatile, the Directors consider that the recent sign of market re-bounce offers a window of opportunity to raise additional funds in the equity market for the Company.

The issue of the Convertible Bonds (with Warrants) is appropriate means of raising additional capital for the Company since (i) they will not have an immediate dilution effect on the shareholding of the existing Shareholders; (ii) no interest is payable for the Convertible Bonds; and (iii) if the Conversion Rights attaching to the Convertible Bonds and the Subscription Rights attaching to the Warrants are exercised, the shareholder base of the Company will be enlarged and the financial position of the Group will be strengthened with further capital to the Group for establishing and strengthening the existing and future business of the Group.

The Directors (including the independent non-executive Directors) consider that the terms of the Placing Agreement (including the placing commission payable to the Placing Agent thereunder), and the terms upon which the Convertible Bonds and the Warrants are issued, which were arrived at after arm's length negotiation between the Company and the Placing Agent, are fair and reasonable and in the interests of the Company and its Shareholders as a whole.

ISSUE OF SHARES UNDER GENERAL MANDATE

The Conversion Shares and the Warrant Shares will be issued under the General Mandate to allot, issue and deal with Shares granted to the Directors by a resolution of the Shareholders passed at the annual general meeting of the Company held on 22 May 2008 subject to the limit up to 20% of the then issued share capital of the Company as at the date of the annual general meeting. Under the General Mandate, the Company was authorised to issue up to 368,256,984 Shares. As at the date of this announcement, no Share has been issued under the General Mandate.

The Placing Agreement and the Placing of Conversion Shares (with Warrants) is not subject to Shareholders' approval at a general meeting.

USE OF PROCEEDS

Subject to completion of the Placing and assuming the Convertible Bonds (with Warrants) are subscribed for in full, the maximum aggregate net proceeds arising from the Placing of the Convertible Bonds (with Warrants) are estimated to be approximately HK\$74.6 million (assuming no exercise of the Warrants) and approximately HK\$22.1 million on top if the Warrants are exercised in full at the Subscription Price, after deducting professional fees and all related expenses.

The Company intended to use the estimated net proceeds for funding the Group's general working capital requirements to support its ongoing operations and expansion and/or finance possible investments should suitable opportunities arise.

FUND RAISING ACTIVITIES OF THE COMPANY IN THE PAST 12 MONTHS

The Company has not undertaken any fund raising activities within the 12 months immediately prior to the date of this announcement.

BUSINESS OF THE GROUP

The Group is principally engaged in (i) the procurement, deployment and operation of ATMs and the provision of maintenance and technical support services for ATMs and the development of value-added services for ATMs in collaboration with commercial banks; and (ii) the provision of software development and systems integration services covering mainly healthcare security, social security, hospital information management systems and public security sectors in the PRC.

The issue and the placing of the Convertible Bonds (with Warrants) are conditional upon certain conditions as detailed above in this announcement having fulfilled and/or waived. Shareholders and potential investors should therefore exercise caution when dealing in the securities of the Company. Any Shareholders or other persons contemplating dealing in the securities of the Company are recommended to consult their own professional advisers if in doubt.

GRANT OF OPTIONS

This following disclosure is made pursuant to Rule 17.06A of the Listing Rules.

The Board announces that on 24 June 2009, 37,300,000 Options to subscribe for Shares were granted, subject to acceptance of the grantees, under the share option scheme of the Company adopted on 23 May 2002.

The following are the details of the Options granted:

- Date of grant** : 24 June 2009
- Exercise price of Options granted** : Each Option shall entitle the holder of the Option to subscribe for one Share upon exercise of such Option at an exercise price of HK\$0.27 per Share, which is the highest of:
- (a) the closing price of HK\$0.27 per Share as stated in the Stock Exchange's daily quotations sheets on the date of grant;

(b) the average closing price of approximately HK\$0.247 per Share as stated in the Stock Exchange's daily quotations sheets for the five trading days immediately preceding the date of grant; and

(c) the nominal value of a Share of HK\$0.10.

Number of Options granted : 37,300,000 Options

Closing price of the Shares of the Company on the date of grant : HK\$0.27 per Share

Validity period of the Options : The Options shall be exercisable during the period of 10 years from the date of grant

Among the total 37,300,000 Options, 11,500,000 Options were granted to the Directors with details as follows:

Name of Directors	Position	Number of Options
Sze Wai, Marco	Executive Director	1,500,000
Song Jing Sheng	Executive Director	1,500,000
Tan Shu Jiang	Executive Director	4,000,000
Wong Po Yan	Independent non-executive Director	1,500,000
Mao Zhenhua	Independent non-executive Director	1,500,000
Chong Yiu Kan, Sherman	Independent non-executive Director	1,500,000

The grant of Options to each of the above Directors has been approved by the independent non-executive Directors (with each of the independent non-executive Director abstaining from voting in respect of the grant of the Options to himself).

Save as disclosed in this announcement, none of grantees of the Options is a Director, chief executive or substantial shareholder of the Company, or an associate of any of them.

DEFINITIONS

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

“%” per cent.

“associate(s)” shall have the same meaning as defined in the Listing Rules

“Board” the board of Directors

“Bondholder(s)”	holder(s) of the Convertible Bonds from time to time
“Business Day”	a day (excluding Saturday, Sunday and any day on which a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business
“Company”	Fintronics Holdings Company Limited, a company incorporated in Bermuda with limited liability and the Shares of which are listed on the Main Board of the Stock Exchange
“Completion”	completion of the Placing Agreement
“Connected Person(s)”	has the meaning ascribed to it under the Listing Rules
“Conversion Price”	the initial conversion price of HK\$0.257 per Conversion Share (subject to adjustment)
“Conversion Rights”	the rights of Bondholders to convert the whole or part of the principal amount of the Convertible Bonds into Conversion Shares pursuant to the instrument to be executed by the Company by way of deed poll constituting the Convertible Bonds
“Conversion Shares”	up to 294,600,000 new Shares to be allotted and issued upon the exercise of the Conversion Rights attaching to the Convertible Bonds
“Convertible Bonds”	the zero-coupon convertible bonds of up to the aggregate principal sum of HK\$75,712,200 to be issued by the Company pursuant to the terms of the Placing Agreement
“Directors”	the directors of the Company
“General Mandate”	the general mandate granted to the Board at the annual general meeting of Company on 22 May 2008 to allot, issue and otherwise deal in up to 368,256,984 Shares

“Group”	the Company and its subsidiaries
“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 Third Party(ies)”	such person(s) who is/are independent of and not connected nor acting in concert with the directors, chief executive, management shareholders or substantial shareholders of the Company or its subsidiaries, or any of their respective associates
“Issue Date”	the date of issue of the Convertible Bonds
“Last Trading Day”	23 June 2009, being the last trading day of the Shares on the Stock Exchange prior to the date of signing of the Placing Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Longstop Date”	120 days from the date of the Placing Agreement (excluding the date of the Placing Agreement) or such other date as the Company and the Placing Agent shall agree in writing
“Maturity Date”	the date falling two years after the Issue Date
“Options”	share options to subscribe for the Shares
“Placees”	any person or entity procured by or on behalf of the Placing Agent to subscribe for any of the Convertible Bonds (with Warrants) pursuant to the Placing Agreement
“Placing”	the offer by way of private placement of the Convertible Bonds (with Warrants) by or on behalf of the Placing Agent to the selected Placees pursuant to the Placing Agreement
“Placing Agent”	Shenyin Wanguo Securities (H.K.) Limited, a licensed corporation under the SFO to carry on Type 1 (dealing in securities) regulated activity

“Placing Agreement”	the conditional placing agreement dated 24 June 2009 entered into between the Company and the Placing Agent in respect of the Placing
“Placing Period”	the period: <ul style="list-style-type: none"> (a) commencing from the date of the Placing Agreement; and (b) ending at the time when the Placing Agent shall give notice to the Company in accordance with the Placing Agreement to complete the Placing; <p>provided that such period shall not be extended beyond the Longstop Date</p>
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.10 each in the existing share capital of the Company
“Shareholder(s)”	holder(s) for the time being of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Price”	the initial subscription price of HK\$0.30 per Warrant Share (subject to adjustments)
“Subscription Rights”	the rights of Warrantholders represented by the Warrants to subscribe for Warrant Shares pursuant to the instrument to be executed by the Company by way of deed poll constituting the Warrants
“substantial shareholder(s)”	shall have the same meaning as defined in the Listing Rules
“Warrantholder(s)”	holder(s) of the Warrants from time to time

“Warrants” unlisted detachable warrants to be issued by the Company carrying the right to subscribe in cash up to an amount of HK\$22,095,000 for Warrant Shares at the initial Subscription Price

“Warrant Shares” up to 73,650,000 new Shares to be issued by the Company upon the exercise of the Subscription Rights attaching to the Warrants

By Order of the Board of
FinTronics Holdings Company Limited
Sze Wai, Marco
Chairman and Chief Executive Officer

Hong Kong, 24 June 2009

As at the date of this announcement, the Board comprises Mr Sze Wai, Marco (Chairman and Chief Executive Officer), Mr Song Jing Sheng and Mr Tan Shu Jiang as Executive Directors and Mr Wong Po Yan, Mr Mao Zhenhua and Mr Chong Yiu Kan, Sherman as Independent Non-executive Directors.