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**FY FINANCIAL (SHENZHEN) CO., LTD.**

**富銀融資租賃(深圳)股份有限公司**

*(A joint stock company incorporated in the People's Republic of China with limited liability)*

**(Stock Code: 8452)**

**DISCLOSEABLE TRANSACTIONS  
IN RELATION TO THE FACTORING AGREEMENT**

**FACTORING AGREEMENT II WITH CUSTOMER C**

On 24 July 2019, Fullin Factoring, a wholly-owned subsidiary of the Company, entered into the Factoring Agreement II with Customer C, pursuant to which Fullin Factoring has agreed to provide accounts receivable factoring services for Customer C with a facility in the factoring principal amount of RMB20,000,000 (equivalent to approximately HK\$22,701,476).

**IMPLICATIONS UNDER THE GEM LISTING RULES**

As one or more of the applicable percentage ratios (as defined in the GEM Listing Rules) in respect of the transactions contemplated under the Factoring Agreement II, both on a standalone basis and together with the transactions contemplated under the Factoring Agreement I as at 24 July 2019, exceed 5% but are less than 25%, such transactions constitute discloseable transactions for the Company under Chapter 19 of the GEM Listing Rules and are subject to the notification and announcement requirements under the GEM Listing Rules.

On 24 July 2019, Fullin Factoring, a wholly-owned subsidiary of the Company, entered into the Factoring Agreement II with Customer C, pursuant to which Fullin Factoring has agreed to provide accounts receivable factoring services for Customer C with a facility in the factoring principal amount of RMB20,000,000 (equivalent to approximately HK\$22,701,476) in return for (i) factoring interest income; and (ii) transfer of the legal title of accounts receivable created in the ordinary and usual course of business of Customer C with its customer(s) (i.e. debtor(s) of Customer C) from Customer C to Fullin Factoring. If there is any event of default of the terms of the Factoring Agreement II, Fullin Factoring may exercise its right of recourse and demand for repurchase of the accounts receivable by Customer C. In such event, Customer C shall be liable to pay the factoring expenses, default compensation and the outstanding factoring principal amount to Fullin Factoring.

## **FACTORING AGREEMENT II WITH CUSTOMER C**

The principal terms of the Factoring Agreement II are set out as follows:

<b>Date of agreement:</b>	24 July 2019
<b>Parties:</b>	Fullin Factoring (as factor)  Customer C (as seller)
<b>Type of facility:</b>	One-off and with recourse
<b>Financing term:</b>	The initial financing term will be 24 July 2019 to 31 December 2020 (or the date on which the factoring principal amount and factoring expenses are fully settled, whichever is the later).
<b>Transfer of accounts receivables:</b>	Subject to the terms and conditions of the Factoring Agreement II, the accounts receivables of Customer C as referred to in the underlying transaction documents entered into between the parties pursuant to the Factoring Agreement II will be assigned to Fullin Factoring.
<b>Factoring principal amount:</b>	RMB20,000,000 (equivalent to approximately HK\$22,701,476)

**Payment of factoring principal amount:** Subject to the satisfaction of the terms and conditions as set out in the Factoring Agreement II, Fullin Factoring will pay the factoring principal amount to Customer C, which will represent the accounts receivable being assigned to Fullin Factoring times the factor ratio, in accordance with the terms of such agreement.

**Factor ratio:** The factor ratio, which represents the ratio of the maximum factoring principal amount to the accounts receivables being assigned, under the Factoring Agreement II is no more than 27.59%.

**Factoring interest:** The factoring interest shall be calculated based on the following formula:

$$\frac{A \times B}{360} \times C$$

A = the total factoring principal amount which equals to RMB20,000,000 (equivalent to approximately HK\$22,701,476)

B = the interest rate of 12% per annum

C = the actual number of days of the advancement

The factoring interest will be payable by Customer C to Fullin Factoring on a monthly basis pursuant to the terms of the Factoring Agreement II.

**Management fee:** In consideration of the accounts receivable factoring services provided by Fullin Factoring, Customer C will pay a non-refundable management fee to Fullin Factoring in the amount of RMB350,000 (equivalent to approximately HK\$397,276), which was determined with reference to 1% of the factoring principal amount provided by Fullin Factoring to Customer C under the Factoring Agreement II and will be payable in three different installments on 24 July 2019, 20 September 2019 and 24 July 2020, respectively.

**Repayment of the factoring principal amount:**

The factoring principal amount is repayable by three instalments on or before 31 March 2020, 30 September 2020 and 31 December 2020, respectively, pursuant to the terms and conditions of the Factoring Agreement II and the underlying transaction documents entered into between the parties pursuant to the Factoring Agreement II.

**Factoring expenses:**

The factoring expenses comprise (i) the factoring interest; (ii) the default interest in respect of the outstanding factoring principal amount due but not repaid; (iii) the default interest in respect of the factoring interest due but not paid; and (iv) other expenses incurred by Fullin Factoring in the course of rendering the accounts receivable factoring services and will be payable pursuant to the terms of the Factoring Agreement II.

**Repurchase:**

Fullin Factoring will be entitled to demand Customer C to immediately and unconditionally repurchase the outstanding amount of accounts receivable being transferred to Fullin Factoring, repay the outstanding factoring principal amount and pay the factoring expenses and default compensation in the event that any of the triggering events (including but not limited to the following) occurs:

- (i) Customer C has commercial dispute with the debtor(s) of Customer C in respect of the underlying sales contract(s);
- (ii) Fullin Factoring being unable to receive the timely payment in full of the accounts receivable by the debtor(s) of Customer C as a result of the credit risk of the debtor(s) of Customer C;
- (iii) Customer C waiving or offsetting the payment of the accounts receivable transferred to Fullin Factoring without giving notice to Fullin Factoring;
- (iv) the debtor(s) of Customer C being merged, divided, reorganised, the assets of the debtor(s) of Customer C being transferred, the fund of the debtor(s) of Customer C being misappropriated, the business operation of the debtor(s) of Customer C being ceased or suspended, etc, which has adverse effect to the repayment of the accounts receivable;

- (v) the debtor(s) of Customer C being involved or possibly involved in any major economic dispute, litigation, arbitration;
- (vi) the debtor(s) of Customer C selling, leasing, transferring or otherwise disposing of its major assets, or the entire or substantial part of its assets; and
- (vii) such other circumstances which Fullin Factoring deems appropriate for Customer C to repurchase the outstanding amount of the accounts receivable.

**Guarantee:** Each of the Guarantors entered into a guarantee in favour of Fullin Factoring in respect of all debt payable by Customer C to Fullin Factoring under the Factoring Agreement II.

**Pledge:** Each of the Pledgors entered into a share pledge agreement with Customer C where each of the Pledgors agreed to pledge all of their respective equity interest in Customer C in favour of Fullin Factoring in respect of the total factoring principal amount payable by Customer C to Fullin Factoring under the Factoring Agreement II.

## **REASONS FOR AND BENEFITS OF THE TRANSACTIONS**

Fullin Factoring is a limited liability company established in the PRC and a wholly-owned subsidiary of the Company. The principal business of Fullin Factoring is the provision of factoring and advisory services to its customers in the PRC.

The terms of the Factoring Agreement II, including the credit limit, were agreed between Fullin Factoring and Customer C after arm's length negotiations between the parties and are on normal commercial terms. The Directors consider that the entering into of the Factoring Agreement II is in the ordinary and usual course of business of Fullin Factoring and will generate revenue and cashflow stream from the factoring interest and management fees received. The provision of factoring principal amount to Customer C under the Factoring Agreement II was or will be financed by internal resources of the Group.

Given the Factoring Agreement II was entered into in the ordinary and usual course of business of the Company and on normal commercial terms, the Directors are of the view that the terms of the Factoring Agreement II are fair and reasonable and are in the interest of the Company and the Shareholders as a whole.

## **INFORMATION ON THE COMPANY**

The Company and its subsidiaries, including Fullin Factoring, is principally engaged in the provision of finance leasing, factoring, advisory services and customer referral services and the supply of medical equipment in the PRC.

## **INFORMATION ON CUSTOMER C**

Customer C is a company established in the PRC with limited liability and is principally engaged in the operation of education schools and property leasing. To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, Customer C and its ultimate beneficial owners are Independent Third Parties as at the date of this announcement.

## **IMPLICATIONS UNDER THE GEM LISTING RULES**

As one or more of the applicable percentage ratios (as defined in the GEM Listing Rules) in respect of the transactions contemplated under the Factoring Agreement II, both on a standalone basis and together with the transactions contemplated under the Factoring Agreement I as at 24 July 2019, exceed 5% but are less than 25%, such transactions constitute discloseable transactions for the Company under Chapter 19 of the GEM Listing Rules and are subject to the notification and announcement requirements under the GEM Listing Rules.

## **DEFINITIONS**

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

“Announcement I”	the announcement of the Company dated 21 September 2018 in relation to the transactions contemplated under the Factoring Agreement I
“Board”	the board of Directors
“Company”	FY Financial (Shenzhen) Co., Ltd. (富銀融資租賃(深圳)股份有限公司), a joint stock company incorporated in the PRC with limited liability and the H Shares of which are listed on GEM
“Customer C”	a company established in the PRC with limited liability, being the customer of Fullin Factoring entering into the transactions contemplated under the Factoring Agreement II

“Directors”	the directors of the Company
“Factoring Agreement I”	has the meaning ascribed to it under the Announcement I
“Factoring Agreement II”	the with-recourse commercial factoring agreement dated 24 July 2019 entered into between Fullin Factoring (as factor) and Customer C (as seller) in respect of the factoring services provided by Fullin Factoring to Customer C in the factoring principal amount of RMB20,000,000 (equivalent to approximately HK\$22,701,476)
“Fullin Factoring”	杉杉富銀商業保理有限公司 (Shan Shan Fullin Factoring Co., Ltd.), a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM of the Stock Exchange as amended, supplemented or otherwise modified from time to time
“Group”	the Company and its subsidiaries as at the date of this announcement
“Guarantor A”	an individual who is the controlling shareholder of Customer C, holding 50% of its total equity interest, and to the best of the Directors’ knowledge, information and belief and having made all reasonable enquiries, Guarantor A is an Independent Third Party as at the date of this announcement
“Guarantor B”	an individual who is a director of Customer C, holding 25% of its total equity interest, and to the best of the Directors’ knowledge, information and belief and having made all reasonable enquiries, Guarantor B is an Independent Third Party as at the date of this announcement
“Guarantors”	Guarantor A and Guarantor B
“H Share(s)”	the overseas-listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are subscribed for and traded in Hong Kong dollars and are listed on GEM

“HK\$”	the Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Parties”	third parties independent of and not connected with (within the meaning of the GEM Listing Rules) any directors, supervisors, chief executive or substantial shareholders of the Company, its subsidiaries and their respective associates
“Pledgor A”	the same individual as Guarantor A
“Pledgor B”	the same individual as Guarantor B
“Pledgors”	Pledgor A and Pledgor B
“PRC”	the People’s Republic of China, and for the purpose of this announcement only, excluding Hong Kong, the Macao Special Administrative Region of the People’s Republic of China and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	the ordinary share(s) with nominal value of RMB1.00 each in the capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

On behalf of the Board  
**FY Financial (Shenzhen) Co., Ltd.**  
**Mr. Zhuang Wei**  
*Chairman*

Hong Kong, 24 July 2019



As at the date of this announcement, the Board comprises:

*Executive Directors:*

Mr. Li Peng (李鵬)

Mr. Weng Jianxing (翁建興)

Ms. Wang Ying (王瑩)

*Non-executive Directors:*

Mr. Zhuang Wei (莊巍)

Mr. Qian Cheng (錢程)

Mr. Sun Luran (孫路然)

*Independent non-executive Directors:*

Mr. Fung Che Wai Anthony (馮志偉)

Mr. Hon Leung (韓亮)

Mr. Liu Shengwen (劉升文)

*For the purpose of this announcement, translations of RMB into HK\$ or vice versa have been calculated by using an exchange rate of RMB0.8810 equal to HK\$1. Such exchange rate has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.*

*If there is any inconsistency between the Chinese names of the entities, companies or legal entities incorporated in the PRC mentioned in this announcement and their English translations, the Chinese names shall prevail. The English translations of the Chinese names of such entities, companies or legal entities are provided for illustration purposes only.*

*This announcement, for which all the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or in this announcement misleading.*

*This announcement will remain on the “Latest Company Announcements” page of the GEM website at [www.hkgem.com](http://www.hkgem.com) for at least 7 days from the date of its posting. This announcement will also be published on the Company’s website at [www.fyleasing.com](http://www.fyleasing.com).*