

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



LAM SOON (HONG KONG) LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 411)

CONTINUING CONNECTED TRANSACTIONS MASTER SERVICES AGREEMENT

As the 2017 Services Agreements (as defined below) for the provision of management services by the relevant service providers of the Hong Leong Group to the LSHK Group expired on 30 June 2020, LSHK and GGMC entered into the Master Services Agreement (as detailed below) on 3 July 2020 for the provision of the Services for three financial years from 1 July 2020 to 30 June 2023.

GGMC is a wholly-owned subsidiary of HLCM, the ultimate holding company and a substantial shareholder of LSHK and thus GGMC is an associate of a connected person of LSHK under Chapter 14A of the Listing Rules. The transactions contemplated under the Master Services Agreement constitute continuing connected transactions for LSHK under the Listing Rules.

As the applicable percentage ratios under the Listing Rules in respect of the Annual Cap (as defined below) exceed 0.1% but less than 5%, the Master Services Agreement and the transactions contemplated thereunder are subject to the reporting, announcement, annual review and other disclosure requirements under Chapter 14A of the Listing Rules but are exempted from the independent shareholders' approval requirement.

BACKGROUND

References are made to the announcement and the supplemental announcement of LSHK issued on 7 July 2017 and 18 July 2017 respectively regarding the master services agreements entered into by LSHK with the relevant service providers of the Hong Leong Group for the provision of management services to the LSHK Group (the "2017 Services Agreements"), which constituted continuing connected transactions for LSHK under the Listing Rules. The 2017 Services Agreements expired on 30 June 2020.

THE MASTER SERVICES AGREEMENT

A master agreement for provision of services by GGMC to LSHK and its subsidiaries (the "Master Services Agreement") was entered into by LSHK with GGMC on 3 July 2020 for three financial years from 1 July 2020 to 30 June 2023.

During the subsistence of the Master Services Agreement, the Services to be provided thereunder include, among other things:

- (a) Provide strategic management, support and guidance on the Service Recipient's businesses and operations including the formulation of strategies, planning and directions, policies and budgets to drive continuous business growth;
- (b) Oversee the investment management disciplines and financial management disciplines for investments/assets of the Service Recipient;
- (c) Oversee the planning of the Service Recipient's finances and fundings, treasury and risk management and coordinate, foster and manage banking relationships;
- (d) Oversee key managerial recruitment and retention, performance measurement and management performance incentives, and talent management activities to assure alignment with shareholders' interest and prime value creation;
- (e) Guidance with respect to operating practices and procedures, accounting and other services;
- (f) Provide corporate advisory and legal support including (i) the review of long term and material contracts; and (ii) guidance on legal and company secretarial policies; and
- (g) Provide tax technical and advisory support; guidance on operating policies and guidelines relating to corporate tax management, global tax developments and global tax reporting requirements.

Pursuant to the Master Services Agreement, a Service Recipient or a particular group of Service Recipients may enter into a separate agreement with the Service Provider based on similar terms as set out in the Master Services Agreement.

Service Fees

The fees payable under the Master Services Agreement comprise:

1. a monthly fee (the "Monthly Fee") as agreed from time to time between such Service Recipient and the Service Provider and is currently agreed to be approximately HK\$100,000 per month; and
2. an annual fee (the "Annual Fee") equal to 3% of the annual profit before tax of such Service Recipient as shown in its audited profit and loss account for the relevant financial year, subject to appropriate adjustment (for example, to avoid double counting of profit), if any ("the Adjusted Annual Profit Before Tax").

The Annual Fee payable in respect of the Service Recipients which, from time to time, form the food and home care supplies business of LSHK shall be calculated on a consolidated group basis determined by aggregating the Adjusted Annual Profit Before Tax of each Service Recipient (with deduction for losses suffered by any of them). Upon determination of the Annual Fee payable, LSHK shall, in consultation with the Service Provider and relevant Service Recipients, allocate the Annual Fee to each of the Service Recipients within the group on a fair and reasonable basis.

As the Services under the Master Services Agreement are provided on a continuing basis, the Monthly Fee is similar to a fixed monthly retainer fee normally charged by external professional consultants given the corporate support work provided by the Service Providers on an on-going and recurring basis. The Disinterested Directors are of the view that the Services in the integrated manner in which they are delivered are not commonly available and therefore there is no direct market comparable. However, in considering and putting into perspective the fairness and reasonableness of the Monthly Fee, the Disinterested Directors referenced the hypothetical situation of engaging professionals of various disciplines to provide similar Services under the Master Services Agreement. The aggregate of the retainer fees at general market level of such professionals for servicing more than 30 subsidiaries of the LSHK Group covered under the Master Services Agreement would be expected to be in excess of the Monthly Fee. Where any adjustment to the Monthly Fee is proposed by the Service Provider, the Disinterested Directors would adopt similar consideration as aforesaid to determine the fairness and reasonableness of the proposed adjustment.

The Service Provider is actively involved in the formulation of strategies, planning and directions of the LSHK Group's business and operations and also overview of the policies and budgets of the Service Recipients from time to time. Similar services provided on such an integrated manner would not be commonly available from third parties. To a certain extent, the Service Provider is regarded as being in a "strategic partnership" with the Service Recipients to achieve business and financial performance such that the risks and benefits derived by the Service Recipients are shared with the Service Provider. Based on research data comparing the total services fees payable by some listed companies in Hong Kong under their respective services agreements against their applicable consolidated profit before tax ranging from 0.6% to 9.5%, the Annual Fee at a rate of 3% of the profit before tax under the Master Services Agreement is within the market benchmark.

Given the aforesaid, the Disinterested Directors are of the view that the Monthly Fee and the basis of charging the Annual Fee is fair and reasonable, on normal or better commercial terms and no less favourable than the terms from independent third parties for similar services.

ANNUAL CAP

The yearly total fees (the "Total Fees"), being the sum of the Monthly Fee, the Annual Fee and the total amounts of any fees paid or payable by the LSHK Group to any Hong Leong Group company for services of a similar nature as the Services, are subject to an annual cap of HK\$28 million (the "Annual Cap") for each of the three financial years ending 30 June 2023.

The Annual Cap is determined having regard to (i) the average absolute annual rate of change of 24.6% of the total fees actually paid for the existing services for the five financial years from 2014/15 to 2018/19; and (ii) macro adjustment factor of 1.0298 taken into account of the estimated annual inflation rate in Hong Kong, the estimated annual food inflation rate in China and the estimated annual rate of depreciation of Renminbi against Hong Kong dollars. As the Annual Fee is calculated on the annual profit before tax which will be subject to possible fluctuation due to various factors, the Annual Fee may not be in a consistent growth trend. Having regard to this issue, it is considered appropriate to apply the Annual Cap amount to each of the relevant three financial years from 1 July 2020 to 30 June 2023.

The annual cap in respect of the 2017 Services Agreements was HK\$25 million. The total fees paid by the LSHK Group in respect of the 2017 Services Agreements for each of the financial years ended 30 June 2018 and 30 June 2019 were approximately HK\$12,332,000 and HK\$12,844,000 respectively.

INTERNAL CONTROL MEASURES GOVERNING THE MASTER SERVICES AGREEMENT

The Company has established internal control procedures to ensure that the continuing connected transactions contemplated under the Master Services Agreement are in accordance with the terms and conditions contained therein, and that the terms and conditions of the Master Services Agreement are on normal or better commercial terms and no less favourable than those from independent third parties for similar services and that the relevant annual cap is not exceeded:

- (a) Annual review will be conducted by the independent non-executive directors of the Company pursuant to Rule 14A.55 of the Listing Rules; and
- (b) The Company will also engage its auditors to review the continuing connected transactions conducted under the Master Services Agreement annually pursuant to Rule 14A.56 of the Listing Rules.

REASONS FOR AND BENEFITS OF THE MASTER SERVICES AGREEMENT

The Master Services Agreement is in the interests of LSHK as they allow each Service Recipient to tap into the services infrastructure and global network of the Hong Leong Group in order to extract its management expertise so as to derive optimal strategic, financial and operational leverage and benefits in connection with the respective business of such Service Recipient. Similar services provided on such an integrated manner would not be commonly available from third parties and their service quality and standard would not be of comparable level to that of the Service Provider given the Service Provider's depth of commercial understanding and involvement in the business affairs of the LSHK Group.

The Directors (including the independent non-executive directors) are of the view that (i) the transactions contemplated thereunder are conducted in the ordinary and usual course of business of the LSHK Group; (ii) the terms of the Master Services Agreement (including the charging basis) are of normal or better commercial terms and no less favourable than those from independent third parties for similar services, fair and reasonable and in the interests of LSHK Group and the shareholders of the LSHK as a whole; and (iii) the basis of determining the Annual Cap is fair and reasonable.

LISTING RULES IMPLICATIONS

GGMC is a wholly-owned subsidiary of HLCM, the ultimate holding company and a substantial shareholder of LSHK and thus GGMC is an associate of a connected person of LSHK under Chapter 14A of the Listing Rules. The transactions contemplated under the Master Services Agreement constitute continuing connected transactions for LSHK under the Listing Rules.

As the applicable percentage ratios under the Listing Rules in respect of the Annual Cap exceed 0.1% but less than 5%, the Master Services Agreement and the transactions contemplated thereunder are subject to the reporting, announcement, annual review and other disclosure requirements under Chapter 14A of the Listing Rules but are exempted from the independent shareholders' approval requirement. In the event that the Total Fees for any of the three financial years ending 30 June 2023 would exceed the Annual Cap, LSHK will comply with the relevant Listing Rules as appropriate.

Mr. Kwek Leng Hai is a director and a shareholder of HLCM and LSHK. Mr. Kwek Leng Hai has elected to abstain from voting voluntarily notwithstanding that he is not considered having material interest in the Master Services Agreement under the Articles of Association of the Company.

GENERAL

LSHK is a holding company and its principal activity is investment holding. The principal activities of LSHK's subsidiaries include manufacturing, trading and processing of edible oil, flour products and home care products in Hong Kong, PRC and Macau.

GGMC is principally engaged in the provision of management services.

DEFINITIONS

“Directors”	the director(s) of the Company
“Disinterested Directors”	Directors excluding Mr. Kwek Leng Hai who abstained voluntarily from voting in respect of the board resolutions relating to the Master Services Agreement
“GGMC”	GuoLine Group Management Company Pte. Ltd., a company incorporated in Singapore, an indirect wholly-owned subsidiary of HLCM
“HK\$”	Hong Kong dollars, the lawful currency of the Hong Kong Special Administrative Region, the People's Republic of China
“HLCM”	Hong Leong Company (Malaysia) Berhad, a company incorporated in Malaysia, the ultimate holding company and thus a substantial shareholder of LSHK
“Hong Leong Group”	HLCM and its subsidiaries from time to time
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“LSHK” or the “Company”	Lam Soon (Hong Kong) Limited, a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 411)

“LSHK Group”	LSHK and its subsidiaries from time to time
“Services”	the management services as listed in the Master Services Agreement to be provided by the Service Provider to the Services Recipients as required and any other services or variation thereto as may from time to time be agreed between the parties
“Service Provider”	GGMC or other Hong Leong Group company(ies) as may be agreed by the parties from time to time
“Service Recipients”	LSHK and its subsidiaries which are to receive the Services under the Master Services Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

By Order of the Board
CHENG Man Ying
Company Secretary

Hong Kong, 3 July 2020

As at the date of this announcement, the Directors are:

Chairman:

Mr. KWEK Leng Hai

Group Managing Director:

Mr. Wong Cho Fai

Non-Executive Directors:

Mr. TANG Hong Cheong

Dr. WHANG Sun Tze

Mr. TAN Lim Heng

Independent Non-Executive Directors:

Mr. LO Kai Yiu, Anthony

Mr. HUANG Lester Garson, *SBS, JP*

Ms. HO Yuk Wai, Joan