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Tradelink Electronic Commerce Limited

(Incorporated in Hong Kong with limited liability)

(Stock Code: 536)

SHARE AWARD SCHEME

The Board is pleased to announce that it has adopted the Scheme as a means to reward and retain Eligible Employees within the Group and generally to encourage senior employees to have, through Shares awarded under the Scheme, a direct financial interest in the long term success of the Company. The Scheme supercedes the current share option schemes from 16 March 2009.

The Company will initially lend the Trustee HK\$12 million to enable the Scheme to operate with sufficient funds for the first three years of operation of the Scheme. The Board will decide with reference to the financial resources available for the Scheme the total number of Shares to be awarded to Awardees in respect of each year at its discretion. The Trustee can use the money lent to it to buy Shares for future years and in advance of the actual year in respect of which the Company can make awards under the Scheme.

The total number of all Shares purchased by the Trustee under the Scheme must not be 10% or more of the issued share capital of the Company as at the Adoption Date (being 77,830,605 Shares) unless the Board otherwise decides.

The Share Award Scheme

The Board has adopted the Scheme on 16 March 2009. A summary of the principal terms of the Scheme is set out below.

Purposes

The purposes of the Scheme are to recognise the performance of Eligible Employees within the Group and to retain them for the continued operation and development of the Group.

The Scheme involves existing, not new, Shares and the Board hopes generally to encourage senior employees of the Group to have, through Shares awarded under the Scheme, a direct financial interest in the long-term success of the Company.

Duration and Administration

Unless terminated earlier or extended by the Board in accordance with the Scheme Rules, the Scheme operates for 10 years starting on the Adoption Date. No contribution to the trust will be made by the Company (unless extended) on or after the 10th anniversary of the Adoption Date.

Awardees

Awardees under the Scheme can be any Eligible Employee.

Structure of the Scheme

Under the Trust Deed, the assets of the trust will principally comprise existing Shares acquired by the Trustee with funds derived from a limited recourse loan under the Loan Agreement. The Company will initially lend the Trustee HK\$12 million to enable the Scheme to operate with sufficient funds for the first three years of operation of the Scheme. The Company will need, if wishing to continue the operation of the Scheme beyond awards made in its first three years of operation, to make arrangements to fund the Trustee for the acquisition of further Shares as necessary to meet any entitlements to Shares awarded in the fourth and subsequent years of operation of the Scheme. The Board will decide with reference to the financial resources available for the Scheme the total number of Shares to be awarded to Awardees in respect of each year at its discretion. The Trustee can use the money lent to it to buy Shares for future years and in advance of the actual year in respect of which the Company can make awards under the Scheme.

The Scheme supercedes the Company's Pre-IPO Share Option Scheme approved on 2 August 2000 and amended on 11 September 2001 and 26 November 2002 respectively and the Share Option Scheme adopted on 14 October 2005. All options granted before the termination of the Pre-IPO Share Option Scheme and Share Option Scheme will continue to be valid and exercisable subject to and in accordance with the terms of those schemes.

The Scheme comprises two parts, to be known as Part 1 and Part 2 respectively of the Scheme.

Part 1 of the Scheme – for Eligible Employees who are, as currently defined, Assistant Manager or above

Under Part 1 of the Scheme, Eligible Employees will be awarded the opportunity to acquire Shares at a discount to their Market Price depending on the period during which these Shares will be held by the Trustee in "lock-up" before these Shares can be transferred to the Eligible Employee in question. An Eligible Employee who will be awarded Shares is entitled to select the Lock-up Period (with the resulting Discount) from the following table:

Lock-up Period	Discount to Market Price
2 years	20%
3 years	30%
4 years	40%

The Market Price will, for the purpose of awards, be based on the average of the closing price of the Shares on the Stock Exchange on the three business days immediately before the date on which the award is offered to the relevant Awardee.

Subject to approval by the Board, any award will be based on the relevant employee's performance or such other matters that the Board considers relevant.

After the Lock-up Period expires, the Company will give the Trustee written instructions to transfer the Shares which had been "locked-up" to the relevant Awardee and upon that transfer taking effect that Awardee can vote and deal with those Shares as he decides, subject always to compliance with the Listing Rules, Takeovers Code and any other applicable laws and regulations.

Part 2 of the Scheme – for Eligible Employees who are, as currently defined, Vice President or above

The intention of Part 2 of the Scheme is that Shares will be awarded, with the approval of the Board, to Eligible Employees who are, as currently defined, Vice President or above of a Group company, based on the employee's performance and such other matters that the Board considers relevant.

It is intended that Shares awarded under Part 2 of the Scheme will be offered to the relevant Eligible Employee to take up the relevant Shares for no consideration but subject to the one year Lock-up Period. After the Lock-up Period expires, the Company will give the Trustee written instructions to transfer the Shares which had been "locked-up" to that Awardee and upon that transfer taking effect the Awardee can vote and deal with those Shares as he decides, subject always to compliance with the Listing Rules, Takeovers Code and any other applicable laws and regulations.

An employee who is eligible for an award under both Parts 1 and 2 of the Scheme can be awarded Shares under both Parts 1 and 2.

Cessation of employment before expiry of the Lock-up Period

An Awardee under Part 1 of the Scheme who ceases for any reason to be an employee of any Group company before the expiry of the applicable Lock-up Period (a Leaver) in effect loses entitlement to the value of the Discount. Such a Leaver can choose (a) to have the Company return his Investment Amount, or an amount equivalent to the value of his Reduced Share Entitlement at the Market Price, whichever is the less; or (b) to retain the Leaver's Reduced Share Entitlement for the remainder of the applicable Lock-up Period and that Reduced Share Entitlement will then only be released upon the expiry of the Lock-up Period.

If an Awardee under Part 2 of the Scheme becomes a Leaver during the Lock-up Period, that Awardee ceases to be entitled to any Shares awarded to him.

The Board may at its absolute discretion and without the need for explanation decide to treat a Leaver more favourably than the terms otherwise applicable to that Leaver under the Scheme.

Dividends

An Awardee is entitled to an amount equivalent to the dividends on the Shares awarded to that Awardee. This entitlement starts with effect from the Offer Date and once the acceptance of that Awardee has been received by the Company and relates only to dividends declared after such receipt by the Company.

While the Shares are in "lock-up", the Trustee will be entitled to dividends on the Shares it holds but the Trustee will have to return to the Company the portion of dividends declared on those Shares which have already been allocated to the existing Awardees. The Company will then distribute the returned portion of dividends to the relevant Awardees the net equivalent amount they would have received as dividends. This is to enable the Company to administer payments through its payroll, rather than to involve the Trustee in multiple individual payments.

If the Awardee under Part 1 of the Scheme becomes a Leaver during the Lock-up Period for any reason, (unless the Board decides otherwise) he in effect loses entitlement to the value of the Discount and is only entitled to the net equivalent of dividends on his Reduced Share Entitlement, if applicable. If an Awardee under Part 2 of the Scheme becomes a Leaver during the Lock-up Period, (unless the Board decides otherwise), that Awardee loses all future entitlement to dividends on his Shares awarded.

Voting during Lock-up Period

Under both Parts of the Scheme, during the Lock-up Period, the Shares for which an award has been accepted will be held in the name of the Trustee (or its nominee). The Rules of the Scheme provide that the Trustee must not exercise the voting rights of those Shares during the applicable Lock-up Period except upon an occurrence of scheme of arrangement in relation to the Company for the purpose of a takeover or merger or of a winding up, where the Trustee will vote the Shares according to the instructions of the Board and such instructions must comply with the Listing Rules and the Takeovers Code and any other applicable laws and regulations.

Transfer by Awardees during Lock-up Period

Any award made under the Scheme is personal to the Awardee to whom it is made and is not assignable. No Awardee must deal (within the meaning in the Listing Rules) with any Shares awarded to him under the Scheme (or related financial instruments) during the Lock-up Period.

Equity Issues

If there is a rights issue, the Board will direct the Trustee in writing as to whether it should sell any nil paid rights allotted to the Trustee (or its nominee) (and, if so, how the net proceeds should be applied) or whether the Trustee should participate in the rights issue and, if so, the Company will fund (by way of loan to the Trustee) the Trustee to subscribe for the rights shares.

If there is an open offer of new securities, the Board will direct the Trustee in writing as to whether to participate in the open offer and, if so, the Company will fund (by way of loan to the Trustee) the Trustee to subscribe for new shares.

If there is a bonus warrant issue, the Company will instruct the Trustee in writing as to whether to sell the bonus warrants granted to it as a holder of shares (and, if so, how the net proceeds should be applied).

Change in Control

In the event of a takeover, merger, scheme of arrangement, share repurchase or other event, in any such case resulting in a change in control of the Company (each a “**Change in Control Event**”) is proposed to all the holders of the Shares, the Trustee must seek and act on the instructions from the Board before accepting or taking any action in respect of the Shares in relation to a Change in Control Event. These instructions from the Board may decide the effect on this Scheme, the determination of the entitlements of Awardees upon a Change in Control Event and the procedures to give effect to these instructions of the Board. The Board’s instructions must comply with the Listing Rules and the Takeovers Code and any other applicable laws and regulations. For these purposes “control” has the meaning specified in the Takeovers Code, and in overview, involves a holding of 30% or more of voting rights of a company.

Share Awards to Connected Persons

Shares may be awarded to Eligible Employees who are connected persons of the Group. If Shares are awarded to connected persons of the Group, those awards may constitute connected transactions under Chapter 14A of the Listing Rules and where they do the Company will comply with the relevant requirements under the Listing Rules. If the grant of an award to a director of the Company under Part 2 of the Scheme will form part of the remuneration of the relevant director under his service contract, this grant will be exempted from the reporting, announcement and independent shareholders’ approval requirements under Listing Rule 14A.31(6). But, any grant to any director or senior management of the Company must first be approved by the Committee.

Scheme limits

The total number of all Shares purchased by the Trustee under the Scheme must not be 10% or more of the issued share capital of the Company as at the Adoption Date (being 77,830,605 Shares) unless the Board otherwise decides.

Disclosure of on-market transactions

The Trustee undertakes to the Company that when effecting market purchases or sales of the Shares for purposes of the Scheme, the Trustee will use all reasonable endeavours to ensure that those transactions will be executed by the broker used by the Trustee and agreed by the Company on best execution standards as required under the Code of Conduct for persons licensed by or registered with the Securities and Futures Commission. The Trustee will notify the Company as to the number of shares involved in the market purchases or sales of the Shares not later than 6:00 p.m. on the day of the relevant transactions took place.

The Company will inform the Trustee if the Trustee's holding in Shares exceeds the requisite percentage for disclosure under the Securities and Futures Ordinance (Cap 571 of the laws of Hong Kong) in order that the Trustee may comply with the relevant disclosure of interest requirements.

Termination

The Scheme terminates on the earlier of (if not extended) the 10th anniversary of the Adoption Date or such date of early termination as decided by the Board. Any termination will be without prejudice to any subsisting rights of any Awardees under the Scheme.

Upon termination, (i) all the Shares remaining in the trust fund (other than those still "locked-up") must be sold by the Trustee within 30 days; and (ii) the net proceeds of their sale and such other funds remaining in the trust must be remitted to the Company after the sale by way of repayment of the Company's limited recourse loan under the Loan Agreement.

Definitions

"Adoption Date"	means the date on which the Scheme is adopted by the Board;
"Awardee"	means those Eligible Employees selected by the Board for participation in the Scheme;
"Board"	means the board of directors of the Company at the relevant time;
"business day"	means a day (other than a Saturday) on which the Stock Exchange is open for trading and on which banks are open for business in Hong Kong;
"Committee"	means the remuneration committee of the Board at the relevant time;
"Discount"	means, in respect of a particular Awardee under Part 1, a discount of 20%, 30% or 40% on the Market Price dependent on the Lock-up Period selected by the Awardee, as shown above;
"Eligible Employee"	means, subject to the absolute discretion of the Board to interpret or to redefine this term, an individual who

on Offer Date is, in relation to Part 1 of the Scheme, is an Assistant Manager (as currently defined only) or above or, in relation to Part 2 of the Scheme, a Vice President (as currently defined only) or above, and, in relation to both Parts 1 and 2 of the Scheme, who is an employee of a Group company;

“Group” means the Company and its subsidiaries and **“Group company”** means any one of them;

“Investment Amount” means in relation to particular awarded Shares, the monetary amount, paid by that Awardee to acquire those awarded Shares after taking into account the Discount selected by that Awardee;

“Leaver” means, in relation to any Awardee and particular awarded Shares, an individual who ceases to be an employee of any Group company for any reason before expiry of the applicable Lock-up Period for those awarded Shares;

“Listing Rules” means the rules governing the listing of securities on the Stock Exchange from time to time;

“Loan Agreement” means the loan agreement to be entered into between the Company and the Trustee for the purpose of making a limited recourse loan to the Trustee to enable the Scheme to operate with sufficient funds;

“Lock-up Period” means, in relation to a particular Awardee and particular awarded Shares of that Awardee, the period for which the Awardee selects as such, during which time those awarded Shares are to be held by the Trustee in accordance with the Scheme and the relevant period being a period of 2, 3 or 4 years from the relevant Offer Date under Part 1 of the Scheme and a period of 1 year from the relevant Offer Date under Part 2 of the Scheme;

“Market Price” means the indicative price per Share determined in the Scheme, which will be the average of the closing price of the Shares on the Stock Exchange on the three business days immediately preceding the Offer Date or the date an Awardee becomes a Leaver;

“Offer Date” means the date of the relevant offer letter issued to an Awardee under the Scheme;

“Part” means, as the context requires, Part 1 of the Scheme or Part 2 of the Scheme, and references to **“Parts”** of the Scheme mean both Parts 1 and 2 of the Scheme;

“Reduced Share Entitlement” means, in relation to an Awardee, the (i) number of Shares that could have been acquired with that Awardee’s Investment Amount at the Market Price at the relevant Offer Date without Discount; or (ii) number of Shares that could have been acquired with

that Awardee's Investment Amount at the Market Price on the date when he becomes a Leaver, whichever is lesser;

- "Scheme"** means the share award scheme adopted by the Board on Adoption Date as may be amended from time to time;
- "Shares"** means ordinary shares of HK\$0.20 each in the capital of the Company (or of such other nominal amount as shall result from a sub-division, consolidation, reclassification or reconstruction of the share capital of the Company from time to time);
- "Stock Exchange"** means The Stock Exchange of Hong Kong Limited;
- "Takeovers Code"** means the Code on Takeovers and Mergers published by the Securities and Futures Commission as may be amended and in force from time to time;
- "Trust Deed"** means the trust deed to be executed between the Company and the Trustee (as amended or supplemented from time to time); and
- "Trustee"** means Law Debenture Trust (Asia) Limited, a company incorporated in Hong Kong, which is independent and not connected with the Group.

For and on behalf of
Tradelink Electronic Commerce Limited
LI Fuk Kuen, Wilfred
Company Secretary

Hong Kong, 16 March 2009

As at the date of this announcement, the Chairman and Non-executive Director is Dr. LEE Nai Shee, Harry, S.B.S., J.P., the Executive Directors are Mr. YUE Kwok Hung, Justin and Ms. CHUNG Shun Kwan, Emily, the Non-executive Directors are Mr. CHAK Hubert, Mr. LO Sze Wai, Albert, Mr. WEBB Lawrence, Mr. KIHM Lutz Hans Michael, Mr. IP Sing Chi and Ms. CHAN Wai Yan, Ann, and the Independent Non-executive Directors are Mr. HO Lap Kee, Sunny, Mr. YUEN Kam Ho, George, Mr. CHUNG Wai Kwok, Jimmy and Mr. WU Wai Chung, Michael.