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SHINHINT ACOUSTIC LINK HOLDINGS LIMITED

成謙聲匯控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2728)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the extraordinary general meeting (the “EGM”) of Shinhint Acoustic Link Holdings Limited (the “Company”) will be held at Chairman’s Place, M/F, Hotel Nikko Hongkong, 72 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong on Friday, 24 January 2014 at 10:00 a.m. to consider and, if thought fit, pass the following resolutions, with or without amendment, as ordinary resolutions:

1. **“THAT:**

- (A) the conditional sale and purchase agreement dated 18 November 2013 (the “**Disposal Agreement**”) entered into between Shinhint Industries Limited, an indirect wholly-owned subsidiary of the Company, as vendor and Metro Star Investments Limited as purchaser in respect of the sale and purchase of 5,000,000 ordinary shares of HK\$1.00 each, representing the entire issued share capital of Tai Sing Industrial Company Limited (“**TSI**”), an indirect wholly-owned subsidiary of the Company, a copy of which is marked “A” and produced to the meeting and initialled by the chairman of the meeting for the purpose of identification, and the terms of the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and

(B) any one director of the Company be and is hereby authorised to do all such acts and things (including without limitation, signing, executing (under hand or under seal), perfecting and delivery of all agreements, documents and instruments) which are in his opinion necessary, appropriate, desirable or expedient to implement or to give effect to the terms of the Disposal Agreement and the transactions contemplated thereunder and all other matters incidental thereto or in connection therewith and to agree to and make such variation, amendment and waiver of any of the matters relating thereto or in connection therewith.”

2. “**THAT:**

(A) the supply agreement (the “**Supply Agreement**”) to be entered into between Crown Million Industries (International) Limited, an indirect wholly-owned subsidiary of the Company, as supplier and TSI as purchaser in respect of the supply of speaker units, a copy of which is marked “B” and produced to the meeting and initialled by the chairman of the meeting for the purpose of identification, and the terms of the transactions contemplated thereunder be and are hereby approved;

(B) the annual cap amounts in relation to the transactions contemplated under the Supply Agreement for the three years ending 31 December 2016 be and are hereby approved; and

(C) any one director of the Company be and is hereby authorised to do all such acts and things (including, without limitation, signing, executing (under hand or under seal), perfecting and delivery of all agreements, documents and instruments) which are in his opinion necessary, appropriate, desirable or expedient to implement or to give effect to the terms of the Supply Agreement and the transactions contemplated thereunder and all other matters incidental thereto or in connection therewith and to agree to and make such variation, amendment and waiver of any of the matters relating thereto or in connection therewith.”

3. **“THAT:**

- (A) the service agreement (the **“R&D Service Agreement”**) to be entered into between Shinhint Technology (Shenzhen) Limited (成謙科技(深圳)有限公司), an indirect wholly-owned subsidiary of the Company, and Dongguan Tai Sing Audio Technology Limited (東莞泰升音響科技有限公司) for the provision of research and development services, a copy of which is marked “C” and produced to the meeting and initialled by the chairman of the meeting for the purpose of identification, and the terms of the transactions contemplated thereunder be and are hereby approved;
- (B) the annual cap amounts in relation to the transactions contemplated under the R&D Service Agreement for the three years ending 31 December 2016 be and are hereby approved; and
- (C) any one director of the Company be and is hereby authorised to do all such acts and things (including, without limitation, signing, executing (under hand or under seal), perfecting and delivery of all agreements, documents and instruments) which are in his opinion necessary, appropriate, desirable or expedient to implement or to give effect to the terms of the R&D Service Agreement and the transactions contemplated thereunder and all other matters incidental thereto or in connection therewith and to agree to and make such variation, amendment and waiver of any of the matters relating thereto or in connection therewith.”

By Order of the Board
Shinhint Acoustic Link Holdings Limited
Cheung Wah Keung
Chairman

Hong Kong, 8 January 2014

Registered Office:

Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

*Head office and principal place of
business in Hong Kong:*

Unit 1506, 15th Floor
Nanyang Plaza
57 Hung To Road
Kwun Tong
Kowloon
Hong Kong

Notes:

1. Every shareholder of the Company entitled to attend and vote at the EGM is entitled to appoint one or more proxies to attend and vote in his stead. A proxy need not be a shareholder of the Company. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorized in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorized to sign the same.
2. In the case of a joint holding, any one of such persons may vote at the EGM, either in person or by proxy; but if more than one joint holders are present at the EGM in person or by proxy, the said person whose name stands first on the register of members of the Company in respect of the relevant joint holding shall alone be entitled to vote in respect thereof.
3. The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority must be delivered to the office of Computershare Hong Kong Investor Services Limited, 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong or by way of notice to or in any document accompanying the notice convening the meeting not less than forty-eight (48) hours before the time appointed for holding the EGM or any adjournment thereof at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
4. Delivery of an instrument appointing a proxy shall not preclude a member of the Company from attending and voting in person at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.

5. The register of members of the Company will be closed from Wednesday, 22 January 2014 to Friday, 24 January 2014 (both days inclusive), during which period no transfer of Shares in the Company will be effected. In order to qualify for attending the EGM, all transfers, accompanied by the relevant share certificates, have to be lodged with the Company's branch share registrar and transfer office in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, not later than 4:30 p.m. on Tuesday, 21 January 2014.
6. If a "black" rainstorm warning signal or a tropical cyclone warning signal number 8 or above is in force in Hong Kong at any time between 5:00 a.m. and 9:00 a.m. on 24 January 2014, the EGM will not be held on that day. An announcement will be made in such event.
7. Pursuant to Rule 13.39(4) of the Listing Rules, any vote of shareholders at a general meeting must be taken by poll. Accordingly, at the EGM, the chairman of the meeting will exercise his power under Article 66 of the Articles of Association of the Company to put each of the resolutions set out in this notice to be voted by way of poll.

As at the date of this notice, the Company has two Executive Directors, namely Mr. Cheung Wah Keung (Chairman) and Mr. Wong Sau Lik, Wecky Peter and three Independent Non-Executive Directors, namely Mr. Lai Ming, Joseph, Dr. Lam King Sun, Frankie and Mr. Goh Gen Cheung.