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**SYMPHONY
SYMPHONY HOLDINGS LIMITED**

新豐集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 01223)

**MAJOR AND CONNECTED TRANSACTION
DISPOSAL OF 70% EQUITY INTERESTS IN ARENA SHANGHAI
AND
BUSINESS UPDATE**

THE AGREEMENT

The Board is pleased to announce that on 7 January 2022 (after trading hours), the Seller (a wholly-owned subsidiary of the Company), the Company, the Purchaser and Shanghai Descente entered into the Agreement, pursuant to which the Seller has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Equity.

LISTING RULES IMPLICATIONS

As of the date of this announcement, Arena Shanghai is owned as to 70% by the Seller (a wholly-owned subsidiary of the Company) and as to 30% by Shanghai Descente. As the Purchaser is the sole shareholder of Shanghai Descente, the Purchaser and Shanghai Descente are connected persons of the Company at the subsidiary level. Thus, the Disposal constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules. Since the Board has approved the Disposal and the independent non-executive Directors have confirmed their view that the terms of the Disposal are fair and reasonable, the Disposal is on normal commercial terms or better and in the interests of the Company and the Shareholders as a whole, the connected transaction is exempt from the circular, independent financial advice and shareholders' approval requirements pursuant to Rule 14A.101 of the Listing Rules.

However, as the highest applicable percentage ratio calculated with reference to Rule 14.07 of the Listing Rules in respect of the Disposal exceeds 25% but is less than 75%, the Disposal constitutes a major transaction of the Company and is subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

None of the Directors had material interests in the Disposal and hence no Director is required to abstain from voting on the Board resolutions approving the Agreement and the transactions contemplated thereunder. So far as the Company is aware, having made all reasonable enquiries, no Shareholder has a material interest in, and would be required to abstain from voting on the resolution to approve, the Disposal if the Company were to convene a general meeting to approve the same.

DESPATCH OF CIRCULAR

It is anticipated that a circular containing further information relating to the Disposal and other information required by the Listing Rules will be despatched to the Shareholders on or before 28 January 2022.

SGM

Resolution(s) will be proposed for the Shareholders to consider and, if thought fit, approve the Agreement and the transactions contemplated thereunder (including but not limited to the Disposal, the Deed of Guarantee by the Company, the Deed of Guarantee by the Seller, the Termination Agreement for the JV Agreement and the Extension and Termination Agreement for the Distribution Agreement) at the SGM.

The Completion is subject to the fulfilment and/or waiver of the conditions precedent under the Agreement. As the Disposal may or may not be completed, the Shareholders and potential investors are reminded to exercise caution when dealing in the shares of the Company.

BUSINESS UPDATE

The Board would like to further announce that the Company is in close negotiation with another lifestyle swimwear brand with a view to enter into a distribution agreement and a license agreement in the near future. The brand is a popular international lifestyle swimwear brand with over 50 years of history, possessing special design and unique selling proposition targeting young consumers and having presence worldwide including Asia, Australia, Europe and North America.

INTRODUCTION

The Board is pleased to announce that on 7 January 2022 (after trading hours), the Seller (a wholly-owned subsidiary of the Company), the Company, the Purchaser and Shanghai Descente entered into the Agreement, pursuant to which the Seller has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Equity.

PRINCIPAL TERMS OF THE AGREEMENT

Date

7 January 2022 (after trading hours)

Parties

- (i) the Seller, as seller;
- (ii) the Company, as guarantor of the Seller;
- (iii) the Purchaser, as purchaser; and
- (iv) Shanghai Descente.

Subject matter

Subject to the terms of the Agreement, the Seller, as the registered holder and beneficial owner of the Equity, agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, on the date of the Completion, the Equity, free from any Encumbrance and together with all rights, benefits and advantages attached or accruing to the Equity on and after the date of the Agreement.

Consideration

The aggregate purchase money to be paid by the Purchaser in RMB to the Seller for the Equity is RMB22,129,691.74. The Purchase Money shall be paid on the Completion Date.

The amount of the Purchase Money was determined after arm's length negotiations between the Parties with reference to, among others, the net asset value of Arena Shanghai with certain adjustments, including but not limited to the penalty arose from not meeting the minimum purchase in 2021 under the Distribution Agreement, and the pay out of staff compensation incurred before the Disposal.

Conditions precedent

The obligation of the Purchaser to purchase the Equity from the Seller and the obligation of the Seller to sell the Equity to the Purchaser at the Completion are subject to the fulfilment on or prior to the Completion Date, or waiver (if applicable) by the relevant Party, of the following Conditions Precedent:

- (A) conditions precedent to be fulfilled before the execution of the Agreement:
- (i) agreement to extend the term of the Distribution Agreement to the Completion Date having been duly executed by the relevant parties; and
 - (ii) any outstanding shareholder's loan granted by the Seller to Arena Shanghai having been fully repaid in accordance with the terms of the loan agreement entered into between the Seller and Arena Shanghai;
- (B) conditions precedent to be fulfilled before the Completion:
- (i) all the originals and copies of the agreements (including among others, the Agreement, the Deed of Guarantee by the Company and the Deed of Guarantee by the Seller) having been duly entered into, delivered by sending them out in the manner prescribed in the Agreement;
 - (ii) all the necessary procedures applicable to the Company for the purpose of the Completion pursuant to the Hong Kong laws and Stock Exchange regulations, including but not limited to obtaining the approval of the shareholders of the Company at its special general meeting, having been duly completed;
 - (iii) the valuation report(s) on Arena Shanghai required by the laws of the PRC has/ have been duly prepared by Arena Shanghai at its own costs and expenses;
 - (iv) agreements to terminate the JV Agreement and the Distribution Agreement having been duly executed by the relevant parties prior to the Completion Date;
 - (v) agreements to settle all claims under the JV Agreement and the Distribution Agreement having been made and entered into by and among all the relevant parties prior to the Completion Date; and
 - (vi) all the amount of the compensation (statutory dismissal allowance) having been paid to all the employees and workers of Arena Shanghai subject to termination of employment (employees directly employed by Arena Shanghai and any staff or worker who was engaged in the business and affairs of Arena Shanghai by being dispatched by the agency or any other form of contract) not later than 15 January 2022. All the said employees and workers having acknowledged and agreed to the termination of employment and expressed that they have no objection in a written form. All the personal income tax in relation to the said compensation having been withheld and paid to the relevant tax office by Arena Shanghai.

The Conditions Precedent in paragraphs (A)(i), (A)(ii) and (B)(iv) above have been fulfilled as of the date of this announcement.

Guarantee by the Company

The Company as guarantor undertakes to the Purchaser as guarantee that it shall be liable for all the Seller's contractual obligations arising out of the Agreement, which promise is entered into between the Company and the Purchaser in accordance with the form of Deed of Guarantee by the Company set out in the Agreement. Pursuant to the terms of the Agreement, on 7 January 2022 (after trading hours), the Company as guarantor and the Purchaser as guarantee executed the Deed of Guarantee by the Company.

Guarantee by the Seller

Pursuant to the terms of the Agreement, on 7 January 2022, the Seller as guarantor and Arena Shanghai as guarantee executed the Deed of Guarantee by the Seller in the form as set out in the Agreement, whereby the said parties agreed to, among other things, the following:

- (i) The Seller irrevocably guarantees to Arena Shanghai that the Seller shall be liable for certain accounts receivables (together with all interests thereto) (the “**Accounts Receivables**”) which are payable by certain third parties to Arena Shanghai (the aggregate amount of such Accounts Receivables is RMB1,849,769.22) subject to certain conditions as provided in the Deed of Guarantee by the Seller, and if Arena Shanghai fails to fully recover them by the respective due dates as provided in the Deed of Guarantee by the Seller, then Arena Shanghai shall have the right (the “**Right to Compensation**”) to demand that the Seller shall pay to Arena Shanghai the amount equivalent to up to 70% of the due and unrecovered Accounts Receivables (the “**Compensation**”) instead of the relevant debtors within one month after the relevant due dates.
- (ii) After the receipt of the Compensation, if Arena Shanghai recovers full or any part of the Accounts Receivables, then Arena Shanghai shall return 70% of the recovered Accounts Receivables, i.e. the amount equivalent to the Compensation paid by the Seller, within one month after Arena Shanghai's receipt thereof.

Arrangements to terminate joint venture relationships

Pursuant to the terms of the Agreement, on 7 January 2022 (after trading hours), the Seller, the Company, Shanghai Descente, the Purchaser and Arena Shanghai entered into the Termination Agreement for the JV Agreement, whereby, among other things, the said parties have agreed to the following:

- (i) the JV Agreement shall be terminated on the Completion Date;
- (ii) Shanghai Descente waives its right of first refusal which it is entitled to in accordance with the JV Agreement;

- (iii) on the Completion Date, all the directors and supervisor of Arena Shanghai delegated by the Seller or the Company shall provide Arena Shanghai with letters for their resignation from the office of Arena Shanghai's director and supervisor; and
- (iv) upon the termination of the JV Agreement on the Completion Date, the said parties shall irrevocably waive any and all rights to claim against any other party for any of its obligations pursuant to the JV Agreement except those arising out of governing law clause, dispute resolution clause and confidentiality clause thereof.

Pursuant to the terms of the Agreement, on 7 January 2022 (after trading hours), Shanghai Descente, Arena Shanghai, the Purchaser and the Company entered into the Extension and Termination Agreement for the Distribution Agreement, whereby, among other things, the said parties have agreed to the following:

- (i) the term of the Distribution Agreement, which shall terminate on 27 February 2022 in accordance with its original terms, shall be extended to the Completion Date;
- (ii) the Distribution Agreement be terminated on the Completion Date; and
- (iii) upon the termination of the Distribution Agreement on the Completion Date, the said parties waive any and all rights to claim against any other party for any of their obligations pursuant to the Distribution Agreement except those arising out of confidentiality clause and governing law and dispute resolution clauses thereof.

Completion

Subject to the fulfilment or waiver (if applicable) of the Conditions Precedent, Completion shall take place on or after 1 April 2022, however, no later than 30 April 2022 in any event, unless:

- (i) any delay(s) in the fulfilment or waiver (if applicable) of any of the Conditions Precedent occur(s), in which case the Completion Date shall be extended to a reasonable extent, unless any waiver (if applicable) thereof is made;
- (ii) any delay in the completion of the change of company registration of the Company (i.e. change of shareholders) to the governmental authority (the administration for market regulation in Putuo, Shanghai) arises out of internal treatment of the governmental authority without any failure or fault of the Parties or Arena Shanghai, in which case the Completion Date shall be extended to a reasonable extent; or
- (iii) consecutive national holidays in Japan in around April to May 2022 (so-called "Golden Week") prevent the Purchaser from remitting the Purchase Money, in which case the Completion Date shall be extended to the next business day in Japan immediately during or after such "Golden Week".

Conditions subsequent

After the Completion, the Seller, the Company and/or the Purchaser (as the case may be) shall further fulfil the following conditions subsequent:

- (i) all the originals and copies of the documents (including evidence showing receipt of the Purchase Money by the Seller, resignation letters of the directors and supervisor of Arena Shanghai nominated and designated by the Seller or the Company, written approval of the execution of the Agreement and the Completion by an appropriate organizational meeting of Arena Shanghai as its shareholders meeting and meeting of its board of directors in accordance with the articles of association of Arena Shanghai) shall be duly entered into, delivered by sending them out in the manner prescribed in the Agreement by the relevant parties;
- (ii) the Company shall cause its relevant subsidiary (the “**Office Landlord**”) to continue letting Arena Shanghai and its subsidiary use the relevant office premises in Shanghai (the “**Office**”) owned by the Office Landlord, on the same terms and conditions under the current lease agreement between the Office Landlord and Arena Shanghai, for the period of time requested by Arena Shanghai and its subsidiary, provided that, in any event, such period shall not be extended to a date later than 30 June 2022;
- (iii) the Seller is currently leasing a warehouse in Shanghai (the “**Warehouse**”) from a third party (the “**Warehouse Landlord**”) for a term up to 30 June 2022 under a lease agreement, by virtue of which Shanghai Descente is entitled to enjoy lawful usage thereof until that date without any interference or otherwise of the Warehouse Landlord and any other third parties;
- (iv) the ERP (Enterprise Resources Planning) system for management of finance, sales and distribution of Arena Shanghai and the Subsidiary shall be included in the Office and/or the Warehouse which Arena Shanghai and/or the Subsidiary are entitled to continuous use up to a date no later than 30 June 2022; and
- (v) the Purchaser and Shanghai Descente shall undertake to maintain employment of Arena Shanghai’s employees for the time being, insofar as they want to be employed, and not to conduct corporate restructuring which involve large-scale layoffs to take the opportunity of termination of Arena Shanghai.

INFORMATION ON THE PARTIES

Arena Shanghai

Arena Shanghai is a company established in the PRC with limited liability principally engaged in the trading, retailing and distribution of swimming apparel and accessories. It directly holds 100% equity interests in the Subsidiary, which is a company established in the PRC with limited liability and is principally engaged in retail commerce business of trading swimming apparel and accessories. As of the date of this announcement, Arena Shanghai is owned as to 70% by the Seller (a wholly-owned subsidiary of the Company) and as to 30% by Shanghai Descente. Upon Completion, Arena Shanghai and the Subsidiary will cease to be subsidiaries of the Company.

The following table summarizes the unaudited consolidated financial information of Arena Shanghai and the Subsidiary prepared in accordance with Hong Kong Financial Reporting Standards for the years ended 31 December 2019 and 2020 respectively:

	For the year ended	
	31 December	
	2019	2020
	(RMB'000)	(RMB'000)
Profit/(Loss) before taxation	6,246	(1,585)
Profit/(Loss) after taxation	6,246	(3,001)

The unaudited consolidated net asset value of Arena Shanghai as of 30 September 2021 was approximately RMB39,440,000.

The Seller

The Seller is a company established in the PRC with limited liability. It is a wholly-owned subsidiary of the Company, and is principally engaged in the business of investment holding, trading, retailing and brand distribution, and other retail supporting functions, including warehousing.

The Company

The Company is an investment holding company. The principal business activities of the Group mainly consist of:

- (1) branding: (i) development and management of “PONY” and “SKINS” trademarks; (ii) retailing and provision of sourcing services for “arena” swimwear and accessories, which, subject to Completion, will be discontinued; and (iii) sourcing, manufacturing and trading of healthcare products;

- (2) retailing: (i) property investment and holding; and (ii) management and operation of outlet malls; and
- (3) financial services: provision of securities brokerage, margin financing, money lending, underwriting and placing of listed securities and financial consultancy services.

The Purchaser

The Purchaser is a company incorporated in Japan with limited liability and the issued shares of which are listed on the Tokyo Stock Exchange (stock code: 8114). Its principal businesses include manufacture and sale of sportswear and its related products all over the world and is the owner of certain trademarks relating to “arena” branded products in certain Asian countries and regions.

Shanghai Descente

Shanghai Descente is a company established in the PRC with limited liability and is a wholly-owned subsidiary of the Purchaser. It is engaged in the business of sale of sportswear and related articles in the PRC, and is the owner of the know-how related to “arena” branded products. It directly owns 30% of the equity interests in the registered capital of Arena Shanghai.

REASONS FOR AND BENEFITS OF THE DISPOSAL

Part of the principal businesses of the Group is developing and managing certain international sport and outdoor brands over the world and the Directors have undertaken strategic reviews of the Group’s assets from time to time with a view to maximize returns to the Shareholders. The Directors consider the current market of the performance swimwear segment is stagnant with relatively little prospects of business growth. Besides, the head-to-head competition in the performance swimwear segment against another market leader is strong and severe. Meanwhile, the Directors consider the current model implemented by the Group in connection with the JV Agreement and the Distribution Agreement is outdated and does not align with the Group’s future strategic direction. Accordingly, the Directors believe that the Disposal will enable the Company to reallocate capital into potentially more attractive investment opportunities and pursue other opportunities.

The Directors (including all independent non-executive Directors) consider that the Disposal, the terms and conditions of the Agreement and the transactions contemplated thereunder are on normal commercial terms and are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

FINANCIAL IMPACT OF THE DISPOSAL

Upon Completion, Arena Shanghai and the Subsidiary will cease to be subsidiaries of the Company, and the financial results of Arena Shanghai and the Subsidiary will no longer be consolidated into the accounts of the Group. It is estimated that as a result of the Disposal, the Company will record a loss of approximately RMB3,108,000, which is calculated based on the amount of the Purchase Money of RMB22,129,691.74, less the estimated consolidated net asset value of Arena Shanghai.

The aforementioned financial impact of the Disposal to the Group is disclosed for illustrative purpose only and the actual amount of gain or loss as a result of the Disposal to be recorded by the Company will be subject to the review and financial audits by the auditors of the Company.

The net proceeds from the Disposal (after deducting direct and indirect expenses) are expected to be approximately RMB21,780,000, which will be applied by the Group for general working capital use.

LISTING RULES IMPLICATIONS

As of the date of this announcement, Arena Shanghai is owned as to 70% by the Seller (a wholly-owned subsidiary of the Company) and as to 30% by Shanghai Descente. As the Purchaser is the parent of Shanghai Descente, the Purchaser and Shanghai Descente are connected persons of the Company at the subsidiary level. Thus, the Disposal constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules. Since the Board has approved the Disposal and the independent non-executive Directors have confirmed their view that the terms of the Disposal are fair and reasonable, the Disposal is on normal commercial terms or better and in the interests of the Company and the Shareholders as a whole, the connected transaction is exempt from the circular, independent financial advice and shareholders' approval requirements pursuant to Rule 14A.101 of the Listing Rules.

However, as the highest applicable percentage ratio calculated with reference to Rule 14.07 of the Listing Rules in respect of the Disposal exceeds 25% but is less than 75%, the Disposal constitutes a major transaction of the Company and is subject to the reporting, announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

None of the Directors had material interests in the Disposal and hence no Director is required to abstain from voting on the Board resolutions approving the Agreement and the transactions contemplated thereunder. So far as the Company is aware, having made all reasonable enquiries, no Shareholder has a material interest in, and would be required to abstain from voting on the resolution to approve, the Disposal if the Company were to convene a general meeting to approve the same.

DESPATCH OF CIRCULAR

It is anticipated that a circular containing further information relating to the Disposal and other information required by the Listing Rules will be despatched to the Shareholders on or before 28 January 2022.

SGM

Resolution(s) will be proposed for the Shareholders to consider and, if thought fit, approve the Agreement and the transactions contemplated thereunder (including but not limited to the Disposal, the Deed of Guarantee by the Company, the Deed of Guarantee by the Seller, the Termination Agreement for the JV Agreement and the Extension and Termination Agreement for the Distribution Agreement) at the SGM.

The Completion is subject to the fulfilment and/or waiver of the conditions precedent under the Agreement. As the Disposal may or may not be completed, the Shareholders and potential investors are reminded to exercise caution when dealing in the shares of the Company.

BUSINESS UPDATE

The Board would like to further announce that the Company is in close negotiation with another lifestyle swimwear brand with a view to enter into a distribution agreement and a license agreement in the near future. The brand is a popular international lifestyle swimwear brand with over 50 years of history, possessing special design and unique selling proposition targeting young consumers and having presence worldwide including Asia, Australia, Europe and North America. Aside from the typical brand distributorship, due to the Company's rich experience in the PRC swimwear market, it is expected that the Company may be granted the license right and a future option to acquire the intellectual properties of such brand in the PRC.

Obtaining the said brand's license rights may greatly increase the Group's flexibility in future product planning and offering localized items to the PRC market and the corresponding target consumer segment, in order to enlarge the growing market of young consumers. On the other hand, with the option to acquire the intellectual properties of such brand in the PRC, the Group may be benefited by the investment in the early brand building stage, and enjoy the growth of the brand equity value in the future aside from the operating profit throughout the distribution term.

DEFINITIONS

Unless the context requires otherwise, the terms below have the following meanings in this announcement:

“Agreement”	the share purchase agreement dated 7 January 2022 entered into between the Parties
“Arena Shanghai”	Arena Shanghai Industrial Co., Limited (阿瑞娜(上海)實業有限公司), a corporation established in the PRC with limited liability and is owned as to 70% by the Seller and 30% by Shanghai Descente
“Board”	the board of Directors of the Company
“Company”	Symphony Holdings Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock code: 1223)
“Completion”	completion of the assignment or transfer of ownership of the Equity pursuant to the Agreement
“Completion Date”	the date of Completion
“Conditions Precedent”	the conditions precedent to the Agreement, as described in the section headed “Principal terms of the Agreement – Conditions precedent” of this announcement, and the term “Condition Precedent” shall refer to any of the Conditions Precedent
“connected person(s)”	the meaning ascribed to this term under the Listing Rules
“Deed of Guarantee by the Company”	the deed of guarantee in the form prescribed by the Agreement executed by the Company as guarantor and Purchaser as guarantee on 7 January 2022
“Deed of Guarantee by the Seller”	the deed of guarantee in the form prescribed by the Agreement executed by the Seller as guarantor and Arena Shanghai as guarantee on 7 January 2022
“Director(s)”	the director(s) of the Company
“Disposal”	the disposal of the equity by the Seller to the Purchaser pursuant to the terms and conditions of the Agreement

“Distribution Agreement”	the distribution agreement dated 27 February 2017 entered into between the Company, Arena Shanghai, Shanghai Descente and the Purchaser
“Encumbrance”	(a) any mortgage, charge, pledge, lien, hypothecation, deed of trust, title retention, security interest, or other third-party rights of any kind securing or conferring any priority of payment in respect of any obligation of any person, any other restriction or limitation; (b) any easement or covenant granting a right of use or occupancy to any person; (c) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, right of pre-emptive negotiation, or refusal or transfer restriction in favor of any person; (d) any adverse claim as to title, possession, or use, and includes any agreement or arrangement for any of the same
“Equity”	70% of the equity interests in the registered capital of Arena Shanghai
“Extension and Termination Agreement for the Distribution Agreement”	the agreement to extend the term of and to terminate the Distribution Agreement entered into between the Seller, the Company, Shanghai Descente, the Purchaser and Arena Shanghai on 7 January 2022 (after trading hours) pursuant to the terms of the Agreement
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“JV Agreement”	the joint venture agreement for Arena Shanghai entered into between the Seller, the Company, Shanghai Descente, the Purchaser and Arena Shanghai on 27 February 2017
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Parties”	the Seller, the Company, the Purchaser and Shanghai Descente, and the term “Party” shall refer to any one of them
“PRC”	the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region and Taiwan

“Purchase Money”	the aggregate purchase money to be paid by the Purchaser in RMB to the Seller for the Equity pursuant to the Agreement
“Purchaser”	Descente, Ltd., a corporation incorporated in Japan with limited liability and the issued shares of which are listed on the Tokyo Stock Exchange (stock code: 8114)
“RMB”	Renminbi, the lawful currency of the PRC
“Seller”	Tian Feng (Shanghai) Apparel and Accessory Trading Co., Ltd.* (添峯(上海)服飾貿易有限公司), a corporation established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“SGM”	the special general meeting of the Company to be convened to consider, and, if thought fit, approve the Agreement and the transactions contemplated thereunder (including but not limited to the Disposal, the Deed of Guarantee by the Company, the Deed of Guarantee by the Seller, the Termination Agreement for the JV Agreement and the Extension and Termination Agreement for the Distribution Agreement)
“Shanghai Descente”	Shanghai Descente Commercial Co. Ltd. (上海迪桑特商業有限公司), a company established in the PRC with limited liability and a substantial shareholder of Arena Shanghai
“Shareholder(s)”	holder(s) of the issued share(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsidiary”	Arena (Shanghai) Network Science and Technology Co., Ltd.* (阿瑞娜(上海)網絡科技有限公司), a company established in the PRC with limited liability and a wholly-owned subsidiary of Arena Shanghai

“Termination Agreement for the JV Agreement”

the agreement to terminate the JV Agreement entered into between the Seller, the Company, Shanghai Descente, the Purchaser and Arena Shanghai on 7 January 2022 (after trading hours) pursuant to the terms of the Agreement

“%”

per cent.

By order of the Board
Symphony Holdings Limited
Cheng Tun Nei
Chairman

Hong Kong, 7 January 2022

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

Executive Directors:

Mr. Cheng Tun Nei
(Chairman and Chief Executive Officer)
Mr. Chan Kar Lee Gary
Mr. Lee Cheung Ming

Independent non-executive Directors:

Mr. Shum Pui Kay
Mr. Wah Wang Kei Jackie
Mr. Chow Yu Chun Alexander

* *For identification purpose only*