

## Supplementary Prospectus

This supplementary prospectus (**Supplementary Prospectus**) is dated 25 February 2014 and supplements the replacement prospectus dated 24 December 2013 (**Replacement Prospectus**) which replaced the original prospectus dated 10 December 2013 issued by Australia Samly Holdings Group Limited (ACN 164 307 975) (**Company**). This Supplementary Prospectus must be read together with the Replacement Prospectus.

Australian Securities and Investments Commission, Asia Pacific Stock Exchange Limited (**APX**) and their respective officers do not take any responsibility for the contents of this Supplementary Prospectus. Unless otherwise indicated, terms defined and used in the Replacement Prospectus have the same meaning in this Supplementary Prospectus.

This Supplementary Prospectus and the Replacement Prospectus are available on the Company's website [www.samly.net](http://www.samly.net).

You may only apply for New Shares using the Application Form attached to or accompanied by a complete copy of the Replacement Prospectus and this Supplementary Prospectus.

### 1. Key dates

The Company advises that the Closing Date of the Offer has been extended from 18 February 2014 to 24 February 2014 and the revised Offer timetable is as follows:

Event	Date and Time (Australian Eastern Standard Time)
Lodgement of replacement Prospectus with ASIC	24 December 2013
Opening Date	2 January 2014
Closing Date	24 February 2014
Issue of New Shares	3 March 2014
Expected dispatch of holding statements	3 March 2014
Shares expected to begin trading on APX	6 March 2014

All references to any of the key dates listed above in the Prospectus shall be replaced with the key dates set out above. The above dates are indicative only. The Directors of the Company reserve the right to vary these dates, including to extend the Closing Date or to close the Offer early. The Company encourages you to get your applications in early.

### 2. Changes to the material contracts

#### 2.1 Amended Consultancy Agreement with the AIMS Entities

The Company advises that following the lodgment of the Replacement Prospectus with ASIC, the Consultancy Agreement (details of which are set out in Section 3.10 or page 76 of the Replacement Prospectus) (**Original Consultancy Agreement**) between Shenzhen Samly and the AIMS Entities

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was effectively terminated and replaced by a new Australia Listing General Advisory Agreement entered into by Shenzhen Samly and the AIMS Entities in mid February 2014 (**New Consultancy Agreement**).

The terms of the Original Consultancy Agreement and New Consultancy Agreement between Shenzhen Samly and AIMS Entities are substantially the same, other than the following material changes:

- **Term:** Under the Original Consultancy Agreement, the term of the agreement was for a period of 2 years commencing from 28 September 2012 and ending on 28 September 2014. The New Consultancy Agreement has a term of 12 months from the date of the agreement, being 28 February 2013, and terminates on 28 February 2014.
  
- **Termination rights:** Under the Original Consultancy Agreement, there was no automatic termination provision. However, under the New Consultancy Agreement, the agreement automatically terminates upon completion of successful listing on APX by the first day of share trading. The New Agreement also set out the following additional termination rights for the AIMS Entities. Accordingly, the AIMS Entities have the right to terminate the New Consultancy Agreement with immediate effect by writing to Shenzhen Samly if:
  - there is an insolvency event occurs with respect to Shenzhen Samly;
  - there is a change in control of Shenzhen Samly;
  - Shenzhen Samly or an intermediary is in any fraud, forgery or misrepresentation in respect of the provision of information to AIMS Entities in relation to the services provided by the AIMS Entities;
  - Shenzhen Samly fails to pay to the AIMS Entities the fees due and payable under the New Consultancy Agreement for the provision of the services and fails to rectify this failure to pay fees within 14 days' notice from the AIMS Entities; or
  - Shenzhen Samly fails to perform any provision of the New Consultancy Agreement which is capable of remedy and the breach is not remedied within 14 days of written notice from the AIMS Entities.
  
- **Additional obligations on the parties:** Under the New Consultancy Agreement, in addition to the duties and obligations under the Original Consultancy Agreement, each of Shenzhen Samly and the AIMS Entities are required to comply with all procedures and requirements of all relevant Chinese or Australian law requirements as well as any relevant regulatory body that may be relevant to the proposed listing on the APX including but not limited to any Chinese or Australian regulatory body. The New Consultancy Agreement also sets out a more detailed process for the provision of information to the AIMS Entities by Shenzhen Samly, which includes the correction of any incorrect information provided to AIMS Entities within a

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certain timeframe and the provision of updated information that is relevant to the proposed listing on APX.

- **Confidentiality provisions:** The New Consultancy Agreement contains more detailed confidentiality provisions than the Original Consultancy Agreement.

## 2.1 Termination of the Deed of Shareholder Agreement

The Company advises that the Existing Shareholders, being the parties to the Deed of Shareholder Agreement (details of which are set out in Section 3.10 or page 80 of the Replacement Prospectus) have executed a termination deed dated 25 February 2014 to terminate the Deed of Shareholder Agreement (**Termination Deed**).

The material terms of the Termination Deed are set out below:

- **Termination Date:** The parties agree that the Deed of Shareholder Agreement is terminated as at 9.00 am (Sydney time) on the date of the Termination Deed, being 25 February 2014.
- **Waiver of requirements:** The parties agree to irrevocably and unconditionally waive the notice requirements for a party's termination of the Deed of Shareholder Agreement and any right to serve a notice of termination on the Company. It is noted that under the Deed of Shareholder Agreement, the directors of the Company shall, upon receipt of a written notice of termination, advise all parties of the termination and distribute the terminating party's shareholding to the remaining shareholders of the Company.
- **Accrued obligations:** The parties agree and acknowledge that:
  - the termination of the Deed of Shareholder Agreement does not affect any rights or obligations of the parties which has or will accrue on or before termination; and
  - a party is not released from any claims that another party has or may have against the party in relation to the Deed of Shareholder Agreement arising on or before termination.
- **Governing law and jurisdiction:** New South Wales, Australia.

## 3. Foreign selling restrictions - PRC investors

The Company wish to replace the statement in Section 8.1.9 of the Replacement Prospectus titled "PRC residents" with the following in order to clarify the foreign selling restrictions in relation to PRC investors:

*"This Prospectus may not be circulated or distributed in the PRC and the New Shares offered by this Prospectus may not have been offered or sold, and will not be offered or sold to any person for re-offering or resale, directly or indirectly, to any resident of the PRC except pursuant to applicable laws and regulations of the PRC."*

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*The contents of this Prospectus have not been reviewed by any PRC regulatory authority. You are advised to exercise caution in relation to the Offer. If you are in doubt about any contents of this Prospectus, you should obtain independent professional advice.*

*For the purposes of the paragraphs above, the PRC does not include Taiwan and the special administrative regions of Hong Kong and Macau."*

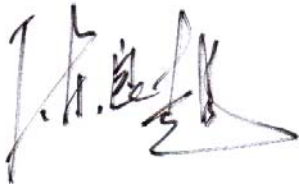
Other than as set out above, all details in relation to the Replacement Prospectus remain unchanged.

#### **4. Directors' authorisation**

This Supplementary Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

Each Director has given and has not withdrawn his written consent to the issue of this Supplementary Prospectus in the form and context in which it is issued.

Dated: 25 February 2014



**Liangchao Chen**

Chairman and Executive Director on behalf of Australia Samly Holdings Group Limited