

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or any other registered dealer in securities, bank manager, solicitor, professional accountant or other professional advisers.

If you have sold or transferred all your shares in Ourgame International Holdings Limited, you should at once hand this circular, together with the form of proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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OURGAME INTERNATIONAL HOLDINGS LIMITED

聯眾國際控股有限公司*

(a company incorporated under the laws of the Cayman Islands with limited liability)

(Stock Code: 6899)

PROPOSED ADOPTION OF SHARE OPTION SCHEME AND NOTICE OF EXTRAORDINARY GENERAL MEETING

A notice convening an extraordinary general meeting of Ourgame International Holdings Limited (the “**Company**”) to be held at 16/F, Tower B Fairmont, No. 1 Building, 33# Community Guangshun North Street, Chaoyang District, Beijing, PRC on Wednesday, 19 November 2014 at 10:00 a.m. (the “**Extraordinary General Meeting**”) is set out on pages 18 to 19 of this circular. Whether or not you are able to attend the Extraordinary General Meeting, you are requested to complete and return the enclosed form of proxy in accordance with the instructions printed thereon and return it to the Company’s share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for holding the Extraordinary General Meeting (or any adjournment thereof). Completion and return of the form of proxy will not preclude you from attending and voting in person at the Extraordinary General Meeting (or any adjournment thereof) should you so wish.

* *For identification purpose only*

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DEFINITIONS

In this circular, unless otherwise indicated in the context, the following expressions have the meanings set out below:

“Adoption Date”	the date on which the Company adopts the Share Option Scheme
“Auditors”	the auditors for the time being of the Company
“associate”	shall have the meaning as set out in the Listing Rules
“Board”	the board of the directors of the Company
“Business Day”	any day on which the Stock Exchange is open for the business of dealing in securities
“Chief Executive Officer”	the chief executive officer of the Company
“Company”	Ourgame International Holdings Limited
“Companies Law”	the Companies Law of the Cayman Islands as amended from time to time
“connected person”	shall have the same meaning as set out in the Listing Rules
“Director(s)”	the director(s) of the Company
“Eligible Person(s)”	any individual, being an Employee, director or officer of any member of the Group who the Board or its delegate(s) considers, in their sole discretion, to have contributed or will contribute to the Group; however, no individual who is resident in a place where the grant, acceptance, vesting or exercise of the Options pursuant to the Share Option Scheme is not permitted under the laws and regulations of such place or where, in the view of the Board or its delegate(s), compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such individual, shall be entitled to participate in the Share Option Scheme and such individual shall therefore be excluded from the term Eligible Person

DEFINITIONS

“Employee”	any full-time employee of any members of the Group provided that the Grantee shall not cease to be an Employee in the case of (a) any leave of absence approved by the Company; or (b) transfer amongst the Company or any successor, and provided further that an Employee shall, for the avoidance of doubt, cease to be an Employee with effect from (and including) the date of termination of his employment
“Extraordinary General Meeting”	the extraordinary general meeting of the Company to be held at 16/F, Tower B Fairmont, No. 1 Building, 33# Community Guangshun North Street, Chaoyang District, Beijing, PRC on Wednesday, 19 November 2014 at 10:00 a.m. and convened pursuant to the notice of such meeting contained in this circular
“Grant Date”	in respect of an Option, the date on which the Offer of that Option is made to the Eligible Person, which must be a Business Day
“Grantee”	any Eligible Person who accepts an Offer in accordance with the terms of the Share Option Scheme, or (where the context so permits) any person who is entitled in accordance with applicable laws of succession to any such Option in consequence of the death of the original Grantee, or the legal personal representative of such person
“Group”	the Company, Lianzhong and their subsidiaries, from time to time, and the expression “member of the Group” shall be construed accordingly
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange” or “Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Latest Practicable Date”	31 October 2014, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained in this circular
“Lianzhong”	Beijing Lianzhong Co., Ltd (北京聯眾互動網絡股份有限公司), a company incorporated under the laws of the PRC

DEFINITIONS

“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended and supplemented from time to time)
“Offer”	the offer of the grant of an Option made in accordance with the Share Option Scheme
“Option(s)”	the right granted to subscribe for Shares pursuant to the Share Option Scheme
“Option Agreement”	any option agreement entered into between the Eligible Person and the Company
“Option Period”	a period within which an Option may be exercised, which is to be determined and notified by the Board to each Grantee at the time of making an Offer, and shall not expire later than ten years from the Grant Date
“PRC”	The People’s Republic of China
“RMB”	Renminbi, the lawful currency of the PRC
“Scheme Period”	the period commencing on the Adoption Date, and ending on the Business Day immediately prior to the tenth (10th) anniversary of the Adoption Date
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended from time to time
“Share Option Scheme”	the share option scheme proposed to be adopted by the Company in accordance with the Share Option Scheme Rules
“Share Option Scheme Rules”	the rules relating to the Share Option Scheme, the terms of which are further described in the Appendix of this circular
“Share(s)”	ordinary share(s) with a nominal value of US\$0.00005 each in the share capital of the Company
“Shareholder(s)”	shareholder(s) of the Company

DEFINITIONS

“Substantial Shareholder”	shall have the meaning as set out in the Listing Rules
“US\$”	United States dollar, the lawful currency of the United States
“%”	percent



OURGAME INTERNATIONAL HOLDINGS LIMITED

聯眾國際控股有限公司*

(a company incorporated under the laws of the Cayman Islands with limited liability)

(Stock Code: 6899)

Executive Directors:

YANG Eric Qing

(Chairman & Co-Chief Executive Office)

NG Kwok Leung Frank

(Co-Chief Executive Officer)

LIU Jiang

ZHANG Rongming

Non-Executive Directors:

FAN Tai

CHEN Xian

Independent Non-executive Directors:

GE Xuan

LU Zhong

CHEUNG Chung Yan David

Registered Office:

PO Box 309, Ugland House,
Grand Cayman KY1-1104,
Cayman Islands

Headquarter

17/F, Tower B Fairmont,
No. 1 Building,
33# Community Guangshun
North Street,
Chaoyang District,
Beijing, PRC

*Principal Place of Business
in Hong Kong*

8th Floor, Gloucester Tower,
The Landmark,
15 Queen's Road Central,
Hong Kong

4 November 2014

To the Shareholders

Dear Sir or Madam

**PROPOSED ADOPTION OF THE SHARE OPTION SCHEME
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

INTRODUCTION

The purpose of this circular is to provide you with information relating to the adoption of the Share Option Scheme to be proposed at the Extraordinary General Meeting to be held at 16/F, Tower B Fairmont, No. 1 Building, 33# Community Guangshun North Street, Chaoyang District, Beijing, PRC on Wednesday, 19 November 2014 at 10:00 a.m.. The Notice of the Extraordinary General Meeting is set out on pages 18 to 19 of this circular.

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LETTER FROM THE BOARD

PROPOSED ADOPTION OF THE SHARE OPTION SCHEME

The purpose of the Share Option Scheme is to provide Eligible Persons with the opportunity to acquire proprietary interests in the Company and to encourage Eligible Persons to work towards enhancing the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole. The Share Option Scheme will provide the Company with a flexible means of retaining, incentivizing, rewarding, remunerating, compensating and/or providing benefits to Eligible Persons.

The Directors consider it inappropriate to state the value of all Options that can be granted pursuant to the Share Option Scheme as if they had been granted at the Latest Practicable Date because a number of variables which are crucial for the calculation of the Options' value cannot be determined. Such variables include the exercise price, exercise period, any conditions which the Options are subject to and other relevant variables. The Directors believe that any statement regarding the value of the Options based on a large number of assumptions will not be meaningful and may be misleading to the Shareholders.

None of the Directors is a trustee of the Share Option Scheme or has a direct or indirect interest in the trustee of Share Option Scheme.

Further information in connection with the Share Option Scheme to be adopted by the Company in accordance with the Share Option Scheme Rules is set out in the Appendix of this circular.

Rule 10.08 of the Listing Rules does not restrict any issue of Shares under the Share Option Scheme.

The rules of the Share Option Scheme proposed to be adopted by the Company at the Extraordinary General Meeting will be available for inspection at the principal place of business in Hong Kong at 8th Floor, Gloucester Tower, The Landmark, 15 Queen's Road Central, Hong Kong during normal business hours from the Latest Practicable Date up to and including the date of the Extraordinary General Meeting.

EXTRAORDINARY GENERAL MEETING

The Share Option Scheme constitutes a share option scheme governed by Chapter 17 of the Listing Rules and its adoption by the Company is subject to the approval of Shareholders. Conditions for adoption of the Share Option Scheme is also subject to the Hong Kong Stock Exchange granting approval for the listing of, and permission to deal in, the Shares which may be issued upon the exercise of the Options which may be granted under the Share Option Scheme.

LETTER FROM THE BOARD

The Extraordinary General Meeting will be convened to allow Shareholders to consider and, if thought fit, approve the Share Option Scheme, and authorize the Directors to grant Options under the Share Option Scheme.

A notice convening the Extraordinary General Meeting to be held at 16/F, Tower B Fairmont, No. 1 Building, 33# Community Guangshun North Street, Chaoyang District, Beijing, PRC on Wednesday, 19 November 2014 at 10:00 a.m. is set out on pages 18 to 19 of this circular.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder is required to abstain from voting on the resolution approving the Share Option Scheme. No Shareholder has a material interest in the proposed adoption of the Share Option Scheme.

VOTING BY WAY OF POLL

Pursuant to rule 13.39(4) of the Listing Rules, voting in respect of the resolution to approve the adoption of the Share Option Scheme at the Extraordinary General Meeting will be taken by way of a poll. The Company will announce the results of the poll in the manner prescribed under rule 13.39(5) of the Listing Rules.

RECOMMENDATION

The Directors believe that the adoption of the Share Option Scheme is in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend that the Shareholders vote in favour to adopt the Share Option Scheme at the Extraordinary General Meeting as set out in the notice contained in this circular.

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

LETTER FROM THE BOARD

FORM OF PROXY

A form of proxy is enclosed with this circular for use at the Extraordinary General Meeting. Whether or not you are able to attend the Extraordinary General Meeting, you are requested to complete and return the enclosed form of proxy in accordance with the instructions printed thereon to the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for holding the Extraordinary General Meeting (or any adjournment thereof). Completion and return of the form of proxy will not preclude you from attending and voting in person at the Extraordinary General Meeting (or any adjournment thereof) should you so wish.

By order of the Board
Ourgame International Holdings Limited
YANG Eric Qing
Chairman and Co-Chief Executive Officer

1. PURPOSE OF THE SCHEME

The purpose of the Share Option Scheme is to provide Eligible Persons with the opportunity to acquire proprietary interests in the Company and to encourage Eligible Persons to work towards enhancing the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole. The Share Option Scheme will provide the Company with a flexible means of retaining, incentivizing, rewarding, remunerating, compensating and/or providing benefits to Eligible Persons.

2. ELIGIBLE PERSONS TO THE SHARE OPTION SCHEME

Any individual, being an Employee, director or officer of any member of the Group who the Board or its delegate(s) considers, in their sole discretion, to have contributed or will contribute to the Group is entitled to be offered and granted Options. However, no individual who is resident in a place where the grant, acceptance, vesting or exercise of Options pursuant to the Share Option Scheme is not permitted under the laws and regulations of such place or where, in the view of the Board or its delegate(s), compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such individual, is eligible to be offered or granted Options.

3. MAXIMUM NUMBER OF SHARES

The total number of Shares which may be issued upon exercise of all options to be granted under the Share Option Scheme and any other schemes is 78,400,000, being no more than 10% of the Shares in issue as at the Adoption Date (the “**Option Scheme Mandate Limit**”). Options which have lapsed in accordance with the terms of the Share Option Scheme Rules (or any other share option schemes of the Company) shall not be counted for the purpose of calculating the Option Scheme Mandate Limit.

The overall limit on the number of Shares which may be issued upon exercise of all outstanding Options granted and yet to be exercised under the Share Option Scheme and any other share option schemes of the Company at any time (and to which the provisions of Chapter 17 of the Listing Rules are applicable) must not exceed 30% of the Shares in issue from time to time (the “**Option Scheme Limit**”). No Options may be granted under any schemes of the Company (or its subsidiaries) if this will result in the Option Scheme Limit being exceeded.

The Option Scheme Mandate Limit may be refreshed at any time by obtaining approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time. However, the refreshed Option Scheme Mandate Limit cannot exceed 10% of the Shares in issue as at the date of such approval. Options previously granted under the Share Option Scheme and any other share option schemes of the Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) (including those outstanding, cancelled or lapsed in accordance with its terms or exercised), shall not be counted for the purpose of calculating the limit refreshed Option Scheme Mandate Limit.

The Company may also grant Options in excess of the Option Scheme Mandate Limit, provided such grant is to specifically identified Eligible Persons and is first approved by the Shareholders in general meeting.

4. MAXIMUM ENTITLEMENT OF A GRANTEE

Unless approved by the Shareholders, the total number of Shares issued and to be issued upon exercise of the Options granted and to be granted under the Share Option Scheme and any other share option scheme(s) of the Company to each Eligible Person (including both exercised and outstanding Options) in any 12-month period shall not exceed 1% of the total number of Shares in issue (the “**Individual Limit**”). Any further grant of Options to a Eligible Person which would result in the aggregate number of Shares issued and to be issued upon exercise of all Options granted and to be granted to such Eligible Person (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of such further grant exceeding the Individual Limit shall be subject to separate approval of the Shareholders (with such Eligible Person and his associates abstaining from voting).

5. PERFORMANCE TARGET

The Board or its delegate(s) may at their sole discretion specify, as part of the terms and conditions of any Option, any performance targets or conditions that must be satisfied before the Option can be exercised.

6. SUBSCRIPTION PRICE

The amount payable for each Share to be subscribed for under an Option (“**Subscription Price**”) in the event of the Option being exercised shall be determined by the Board but shall be not less than the greater of:

- (a) the closing price of the Shares as stated in the daily quotations sheet issued by the Hong Kong Stock Exchange on the Grant Date;
- (b) the average closing price of the Shares as stated in the daily quotations sheets issued by the Hong Kong Stock Exchange for the five business days immediately preceding the Grant Date; and
- (c) the nominal value of a Share on the Grant Date.

7. RIGHTS ARE PERSONAL TO GRANTEE

An Option is personal to the Grantee and shall not be transferable or assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest in favor of or enter into any agreement with any other person over or in relation to any Option, except for the transmission of an Option on the death of the Grantee to his personal representative(s) on the terms of the Share Option Scheme.

8. OPTIONS GRANTED TO DIRECTORS, CHIEF EXECUTIVE OR SUBSTANTIAL SHAREHOLDERS OF THE COMPANY

Each grant of Options to any director of the Company, the Chief Executive Officer or Substantial Shareholder of the Company (or any of their respective associates) must first be approved by the independent non-executive directors of the Company (excluding any independent non-executive director who is a proposed recipient of the grant of Options).

Where any grant of Options to a Substantial Shareholder or an independent non-executive director of the Company (or any of their respective associates) would result in the number of Shares issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such grant:

- (a) representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue; and
- (b) having an aggregate value, based on the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange on the Grant Date, in excess of HK\$5 million (or such other higher amount as may from time to time be specified by the Stock Exchange),

such further grant of Options must also be first approved by the Shareholders in a general meeting. In obtaining the approval, the Company shall send a circular to the Shareholders in accordance with and containing such information as is required under the Listing Rules. All connected persons of the Company shall abstain from voting at such general meeting, except that any connected person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular to be sent to the Shareholders in connection therewith.

9. GRANT OFFER LETTER AND NOTIFICATION OF GRANT OF OPTIONS

An Offer shall be made to a Eligible Person by a letter in duplicate which specifies the terms on which the Option is to be granted. Such terms may include any minimum period(s) for which an Option must be held and/or any minimum performance target(s) that must be achieved, before the Option can be exercised in whole or in part, and may include at the discretion of the Board or its delegate(s) such other terms either on a case by case basis or generally.

An Offer shall be deemed to have been accepted and the Option to which the Offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the offer letter comprising acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein, together with a remittance in favor of the Company of RMB1.00 by way of consideration for the grant thereof, is received by the Company within 20 Business Days from the Grant Date.

Any Offer may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in Shares or a multiple thereof. To the extent that the Offer is not accepted within 20 Business Days from the date on which the letter containing the Offer is delivered to that Eligible Person, it shall be deemed to have been irrevocably declined.

10. RESTRICTION ON GRANT OF OPTIONS

No Offer shall be made and no Option shall be granted to any Eligible Person in circumstances prohibited by the Listing Rules or at a time when the Eligible Person would or might be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or law. No Offer shall be made and no Option shall be granted to any Eligible Persons where such person is in possession of any unpublished inside information in relation to the Company until such inside information has been published in an announcement in accordance with the Listing Rules. Furthermore, no Offer shall be made and no Option shall be granted during the period commencing one month immediately before the earlier of:

- (a) the date of the board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (b) the deadline for the Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the announcement.

Such period will also cover any period of delay in the publication of any results announcement.

11. TIME OF EXERCISE OF AN OPTION

An Option may, subject to the terms and conditions upon which such Option is granted, be exercised in whole or in part by the Grantee giving notice in writing to the Company in such form as the Board or its delegate(s) may from time to time determine stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised.

The Options may also be, as provided in the Share Option Scheme Rules, exercised up to 25% of the Shares for each year after the first anniversary of the Grant Date for four consecutive years.

12. CANCELLATION OF OPTIONS

Any breaches of the Share Option Scheme Rules by a Grantee may result in the Options granted to such Grantee being cancelled by the Company. Any Options granted but not exercised may be cancelled if the Grantee so agrees. Issuance of new Options to the same Grantee may only be made if there are unissued Options available under the Share Option Scheme (excluding the cancelled Options) and in compliance with the terms of the Share Option Scheme.

13. LAPSE OF OPTION

An Option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (a) the expiry of the Option Period;
- (b) the expiry of any of the periods for exercising the Option as referred to in paragraph 16 below; and
- (c) the date on which the Grantee commits a breach of Share Option Scheme Rules.

14. VOTING AND DIVIDEND RIGHTS

No dividends shall be payable and no voting rights shall be exercisable in relation to any Options or Shares that are the subject of Options that have not been exercised.

15. EFFECTS OF ALTERATIONS IN THE CAPITAL STRUCTURE OF THE COMPANY

In the event of an alteration in the capital structure of the Company whilst any Option remains exercisable by way of capitalization of profits or reserves, rights issue, subdivision or consolidation of shares, or reduction of the share capital of the Company in accordance with legal requirements and requirements of the Hong Kong Stock Exchange (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party), such corresponding alterations (if any) shall be made to:

- (i) the number or nominal amount of Shares comprised in each Option so far as unexercised; and/or
- (ii) the Subscription Price,

or any combination thereof, as the Auditors or an independent financial advisor engaged by the Company for such purpose shall, at the request of the Company, certify in writing, either generally or as regards any particular Grantee, to be in their opinion fair and reasonable, provided always that any such adjustments should give each Grantee the same proportion of the equity capital of the Company as that Grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value. The capacity of the Auditors or independent financial advisor (as the case may be) is that of experts and not of

arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Auditors or independent financial advisor (as the case may be) shall be borne by the Company.

16. RETIREMENT, DEATH OR PERMANENT PHYSICAL OR MENTAL DISABILITY OF AN ELIGIBLE PERSON

If a Grantee ceases to be an Eligible Person by reason of (i) death of the Grantee, (ii) termination of the Grantee's employment or contractual engagement with the Group by reason of his/her permanent physical or mental disablement, (iii) retirement of the Grantee, the Option may be exercised within the Option Period, or such other period as the Board or its delegate(s) may decide in their sole discretion.

In the case of death of a Grantee, the Option may be exercised within that period by the personal representatives of the Grantee. In the case where a Grantee no longer has any legal capacity to exercise the Option, the Option may be exercised within that period by the persons charged with the duty of representing the Grantee under the relevant laws in Hong Kong. If the Option is not exercised within the time mentioned above, the Option shall lapse.

If a Grantee, being an Employee whose employment is terminated by the Company by reason of the employer terminating the contract of employment without notice or payment in lieu of notice, or the Grantee having been convicted of any criminal offence involving his integrity or honesty, the Option shall immediately lapse.

If a Grantee is declared bankrupt or becomes insolvent or makes any arrangements or composition with his creditors generally, the Option shall immediately lapse.

If a Grantee being an Employee ceases to be an Eligible Person due to termination of his employment or contractual engagement with the Group by reason of redundancy, the Option may be exercised within 3 months of such cessation or within the Option Period, whichever is the shorter, or such other period as the Board or its delegate(s) may decide in their sole discretion.

If a Grantee ceases to be an Eligible Person other than in any of the circumstances described above, unless otherwise provided in the Option Agreement, a Grantee may exercise his or her Option within 3 months of such cessation or within the Option Period, whichever is the shorter, or such other period as the Board or its delegate(s) may decide in their sole discretion.

17. RIGHTS ON TAKEOVER AND SCHEMES OF COMPROMISE OR ARRANGEMENT

If a general offer by way of takeover is made to all Shareholders (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror), and the offer becomes or is declared unconditional in all respects, the Grantees shall be entitled to exercise the Options (to the extent not already exercised) at any time

within one month (or such other period as the Board or its delegate(s) may decide in their sole discretion) after the date on which the offer becomes or is declared unconditional. If the Options are not exercised within the time specified, the Options shall lapse.

If a compromise or arrangement between the Company and its members or creditors is proposed, the Company shall give notice to the Grantees on the same date as it despatches the notice to each member or creditor of the Company summoning the meeting to consider such a compromise or arrangement, and thereupon the Grantees (or their personal representatives) may until the expiry of the period commencing with such date and ending with the earlier of the date two calendar months thereafter or the date on which such compromise or arrangement is sanctioned by the court exercise any of their Options (to the extent not already exercised) whether in full or in part, but the exercise of Options as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective, and upon such compromise or arrangement becoming effective, all Options shall lapse except insofar as previously exercised under the Share Option Scheme. The Company may require the Grantees to transfer or otherwise deal with the Shares issued as a result of the exercise of Options in these circumstances so as to place the Grantees in the same position, as nearly as possible, as would have been the case had such Shares been subject to such compromise or arrangement. If the Options are not exercised within the time specified, the Options shall lapse.

18. RIGHTS ON A VOLUNTARY WINDING UP

In the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all Grantees (together with a notice of the existence of the provisions of this sub-paragraph) and thereupon, each Grantee (or his personal representatives) shall be entitled to exercise all or any of his Options (to the extent not already exercised) at any time not later than two Business Days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid. If the Options are not exercised within the time specified, the Options shall lapse.

19. RANKING OF SHARES

The Shares to be allotted and issued upon the exercise of an Option shall be identical to the then existing issued shares of the Company and subject to all the provisions of the memorandum of the Company for the time being in force and will rank *pari passu* with the other fully paid Shares in issue on the date the name of the Grantee is registered on the register of members of the Company or if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members, save that the Grantee shall not have any

voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of the Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

20. DURATION

The Share Option Scheme shall be valid and effective for the Scheme Period (after which, no further Options shall be offered or granted), but in all other respects the provisions of the Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of the Share Option Scheme Rules.

21. ALTERATION OF THE SHARE OPTION SCHEME

The Board may amend any of the provisions of the Share Option Scheme (including without limitation amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of the Share Option Scheme, which are not found in Chapter 17 of the Listing Rules) at any time (but not so as to affect adversely any rights which have accrued to any Grantee at that date).

Those specific provisions of the Share Option Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of Eligible Persons, and no changes to the authority of the administrator of the Share Option Scheme in relation to any alteration of the terms of the Share Option Scheme shall be made, without the prior approval of Shareholders in general meeting. Any alterations to the terms of the Share Option Scheme which are of a material nature, or any change to the terms and conditions of Options granted, must also, to be effective, be approved by the Shareholders in general meeting and the Hong Kong Stock Exchange, except where the alterations take effect automatically under the existing terms of the Share Option Scheme. The Options and the Share Option Scheme so altered must comply with Chapter 17 of the Listing Rules. Any change to the authority of the Directors or scheme administrators in relation to any alteration to the terms of the Share Option Scheme must be approved by Shareholders in general meeting.

22. CONDITIONS

The Option Scheme is conditional upon the passing of a resolution by the Shareholders to approve the adoption of the Share Option Scheme. Adoption of the Share Option Scheme is also subject to the Hong Kong Stock Exchange granting approval for the listing of, and permission to deal in, the Shares which may be issued upon the exercise of the Options which may be granted under the Share Option Scheme.

23. TERMINATION

The Shareholders by ordinary resolution in general meeting or the Board may at any time resolve to terminate the operation of the Share Option Scheme prior to the expiry of the Scheme Period and in such event no further Options will be offered or granted but the provisions of the Share Option Scheme shall remain in full force to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of the Share Option Scheme. Options complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of the Share Option Scheme and remain unexercised and unexpired immediately prior to the termination of the operation of the Share Option Scheme shall continue to be valid and exercisable in accordance with their terms of issue after the termination of the Share Option Scheme.

Details of the Options granted, including Options exercised or outstanding, under the Share Option Scheme shall be disclosed in the circular to the Shareholders seeking approval of the new scheme established after the termination of the Share Option Scheme.

NOTICE OF EXTRAORDINARY GENERAL MEETING



OURGAME INTERNATIONAL HOLDINGS LIMITED

聯眾國際控股有限公司*

(a company incorporated under the laws of the Cayman Islands with limited liability)

(Stock Code: 6899)

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “**Extraordinary General Meeting**”) of Ourgame International Holdings Limited (the “**Company**”) will be held at 16/F, Tower B Fairmont, No. 1 Building, 33# Community Guangshun North Street, Chaoyang District, Beijing, PRC on Wednesday, 19 November 2014 at 10:00 a.m. for the purpose of considering and, if thought fit, passing with or without amendments the following ordinary resolution:

ORDINARY RESOLUTION

“**THAT** conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of and permission to deal in the shares (the “**Shares**”) of the Company falling to be issued pursuant to the share option scheme (the “**Share Option Scheme**”), the terms of which are set out in the document marked “A” which has been produced to this meeting and signed by the chairman of this meeting for the purpose of identification, the rules of the Share Option Scheme be and are hereby approved and adopted and the directors of the Company be and are hereby authorized to grant options and to allot, issue and deal with Shares pursuant to the exercise of any option granted thereunder and to take all such steps as they may consider necessary or expedient to implement the Share Option Scheme.”

By order of the Board
Ourgame International Holdings Limited
YANG Eric Qing
Chairman and Co-Chief Executive Officer

Hong Kong, 4 November 2014

* *For identification purpose only*

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notes:

1. The resolution at the Extraordinary General Meeting will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”), except where the Chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands pursuant to the Listing Rules. The results of the poll will be published on the websites of The Stock Exchange of Hong Kong Limited and the Company in accordance with the Listing Rules.
2. Any shareholder of the Company entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint more than one proxy to attend and vote on behalf of him. A proxy need not be a shareholder of the Company. If more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed.
3. In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority, must be deposited at the Company’s share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for the holding of the Extraordinary General Meeting or any adjournment thereof. Delivery of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such an event, the instrument appointing a proxy shall be deemed to be revoked.
4. In the case of joint holders of shares of the Company, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s) and for this purpose, seniority shall be determined as that one of the said persons so present whose name stands first on the register of members of the Company in respect of such share.
5. A circular containing further detail will be sent to all shareholders of the Company together with this notice.