

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR COMPANY

1. Incorporation of our Company

Our Company was incorporated in the Cayman Islands under the Companies Act as an exempted company with limited liability on 25 February 2025.

Our Company was registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 27 March 2025 and its principal place of business in Hong Kong is Unit A, 27/F., Phase 2, Billion Plaza, 10 Cheung Yue Street, Cheung Sha Wan, Kowloon, Hong Kong. In connection with such registration, our Company has appointed Mr. Fong as its authorized representative for the acceptance of service of process and notices on behalf of our Company in Hong Kong.

As our Company was incorporated in the Cayman Islands, it is subject to the Companies Act and our constitution which comprises the Memorandum and the Articles. A summary of the relevant aspects of the Companies Act and certain provisions of the Articles is set out in Appendix III to this document.

2. Changes in the share capital of our Company

- (a) As at the date of incorporation of our Company on 25 February 2025, the authorised share capital of our Company was HK\$380,000 divided into 38,000,000 Shares with a par value of HK\$0.01 each. On the same day, the said one Share was transferred to Fong 1119 at par value of HK\$0.01, and one Share with a par value of HK\$0.01 was allotted and issued as fully paid, to HFTT. As a result, as at the date of incorporation of our Company, our Company was owned as to 50% by Fong 1119 and as to 50% by HFTT.
- (b) On [•] 2026, Mr. Fong and Well Smart (as transferors), Aegiswing (as transferee), Fong 1119, HFTT, our Company and Arrano Group entered into the Reorganisation Agreement. Pursuant to the Reorganisation Agreement, Aegiswing acquired the entire issued share capital of Arrano Group, which comprised (i) one ordinary share held by Mr. Fong; and (ii) one ordinary share held by Well Smart. The shares were transferred to Aegiswing in consideration of the allotment and issue of 49 Shares and 49 Shares, credited as fully paid, to Fong 1119 and HFTT, respectively.
- (c) On [•] 2026, the authorised share capital of our Company was increased from HK\$380,000 divided into 38,000,000 Shares to HK\$[100,000,000] divided into [10,000,000,000] Shares by the creation of an additional of [9,962,000,000] Shares.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme), the authorised share capital of our Company will be HK\$[100,000,000] divided into [10,000,000,000] Shares, of which [REDACTED] Shares will be allotted and issued as fully paid or credited as fully paid, and [REDACTED] Shares will remain unissued.

Other than pursuant to the general mandate to allot and issue Shares as referred to in the paragraphs headed “A. Further information about our Company – 5. Written resolutions of our Shareholders passed on [•] 2026” and “A. Further information about our Company – 6. Repurchase of the Shares” below in this appendix and the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme, our Directors do not have any present intention to allot and issue any of the authorised but unissued share capital of our Company and, without prior approval of our Shareholders in general meeting, no issue of Shares will be made which would effectively alter the control of our Company.

Save as disclosed in this document, there has been no alteration to our Company’s share capital since its incorporation.

3. Reorganisation

Our Group underwent the Reorganisation in preparation for the [REDACTED]. Further details are set out in the paragraph headed “History, Corporate Structure and Reorganisation – Reorganisation” in this document.

4. Changes in share capital of the subsidiaries of our Company

The subsidiaries of our Company are listed in the Accountants’ Report, the text of which is set out in Appendix I to this document.

Save as disclosed in the paragraph headed “History, Corporate Structure and Reorganisation – Reorganisation” in this document, there has been no alteration to the share capital of any of the subsidiaries of our Company within the two years immediately preceding the date of this document.

5. Written resolutions of our Shareholders passed on [•] 2026

Written resolutions of our Shareholders were passed on [•] 2026 approving, among others, the following:

- (a) the Memorandum was adopted as the memorandum of association of our Company with immediate effect and the Articles were adopted as the articles of association of our Company with effect from the [REDACTED];

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (b) the authorised share capital of our Company was increased from HK\$380,000 divided into 38,000,000 Shares of HK\$0.01 each to HK\$[100,000,000] divided into [10,000,000,000] Shares of HK\$[0.01] each by the creation of an additional of [9,962,000,000] Shares of HK\$[0.01] each, all of which shall rank *pari passu* in all respects with the existing Shares as at the date of passing of such resolutions; and
- (c) conditional upon (aa) the Stock Exchange granting the [REDACTED] of, and permission to [REDACTED] in, the Shares in issue and to be allotted and issued as mentioned in this document including the Shares which may be allotted and issued pursuant to the exercise of the [REDACTED] and the options that may be granted under the Share Option Scheme; (bb) the [REDACTED] having been duly determined and the execution and delivery of the [REDACTED] on the respective dates as specified in this document; and (cc) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional (including the waiver of any condition(s) by the [REDACTED] (for itself and on behalf of the [REDACTED]) and not being terminated in accordance with the terms of such agreements (or any conditions as specified in this document), in each case on or before the dates and times specified in each of the [REDACTED] (unless and to the extent such conditions are validly waived before such dates and times) and in any event not later than the date falling 30 days after the date of this document:
 - (i) the [REDACTED] and the grant of the [REDACTED] by our Company were approved and our Directors were authorised to (aa) allot and issue the [REDACTED] pursuant to the [REDACTED] subject to the terms and conditions as stated in this document; (bb) implement the [REDACTED] and the [REDACTED]; and (cc) do all things and execute all documents in connection with or incidental to the [REDACTED] and the [REDACTED] with such amendments or modifications (if any) as our Directors may consider necessary or appropriate;
 - (ii) conditional upon the share premium account of our Company being credited as a result of the [REDACTED], our Directors were authorised to allot and issue a total of [REDACTED] Shares credited as fully paid at par to Fong 1119 and HFTT in proportion to their then respective shareholdings in our Company by way of capitalisation of the sum of HK\$[REDACTED] standing to the credit of the share premium account of our Company and the Shares to be allotted and issued pursuant to this resolution shall rank *pari passu* in all respects with the then existing issued Shares;
 - (iii) the rules of the Share Option Scheme were approved and adopted, and our Board (or any committee thereof established by our Board) was authorised, at its sole discretion, to (aa) administer the Share Option Scheme; (bb) modify or amend the rules of the Share Option Scheme from time to time as may be acceptable or not objected to by the Stock Exchange; (cc) grant options to subscribe for Shares thereunder and to allot, issue and deal with the Shares pursuant to the exercise of subscription rights attaching to any

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

option(s) granted thereunder; and (dd) take all such actions as it considers necessary or desirable to implement or give effect to the Share Option Scheme;

- (iv) a general unconditional mandate was granted to our Directors to exercise all powers of our Company to allot, issue and deal with (including the power to make an offer or agreement, or grant securities which would or might require Shares to be allotted and issued), or sell and/or transfer treasury shares, otherwise than by way of rights issue, scrip dividend schemes or similar arrangements providing for allotment of Shares in lieu of the whole or in part of any cash dividend in accordance with the Articles, or upon the exercise of the [REDACTED] or any option which may be granted under the Share Option Scheme or under the [REDACTED] or the [REDACTED], Shares with an aggregate nominal amount not exceeding the sum of (aa) 20% of the aggregate number of issued Shares immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme and excluding treasury shares); and (bb) the aggregate number of issued Shares which may be purchased by our Company pursuant to the authority granted to our Directors as referred to in sub-paragraph (v) below, until the conclusion of the next annual general meeting of our Company, or the date by which the next annual general meeting of our Company is required by the Articles or any applicable laws to be held, or the passing of an ordinary resolution by our Shareholders in general meeting varying, revoking or renewing the mandate granted to our Directors, whichever occurs first;
- (v) a general unconditional mandate was granted to our Directors to exercise all powers of our Company to repurchase, on the Stock Exchange and/or on any other stock exchange on which the securities of our Company may be [REDACTED] and which is recognised by the SFC and the Stock Exchange for this purpose in accordance with applicable laws and requirements of the GEM Listing Rules (or of such other stock exchange), Shares in aggregate not exceeding 10% of the aggregate number of issued Shares immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme and excluding treasury shares), until the conclusion of the next annual general meeting of our Company, or the date by which the next annual general meeting of our Company is required by the Articles or any applicable laws to be held, or the passing of an ordinary resolution by our Shareholders in general meeting varying, revoking or renewing the mandate granted to our Directors, whichever occurs first; and

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (vi) a general unconditional mandate as referred to in sub-paragraph (iv) above was extended by the addition to the aggregate number of issued Shares which may be allotted or agreed (conditionally or unconditionally) to be allotted or issued by our Directors pursuant to such general mandate of an amount representing the aggregate number of issued Shares repurchased by our Company pursuant to the mandate to repurchase Shares as referred to in sub-paragraph (v) above, provided that such extended amount shall not exceed 10% of the aggregate number of issued Shares immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme and excluding treasury shares).

6. Repurchase of the Shares

This paragraph sets out information required by the Stock Exchange to be included in this document concerning the repurchase by our Company of our own securities.

(a) Provisions of the GEM Listing Rules

The GEM Listing Rules permit companies with a primary [REDACTED] on the Stock Exchange to purchase their own securities on the Stock Exchange subject to certain restrictions, the most important of which are summarised below:

(i) Shareholders’ approval

All proposed repurchases of securities (which must be fully paid up in the case of shares) by a company with a primary [REDACTED] on the Stock Exchange must be approved in advance by an ordinary resolution of the shareholders, either by way of general mandate or by specific approval of a particular transaction.

Note: Pursuant to the written resolutions of our Shareholders passed on [•] 2026, a general unconditional mandate to repurchase our Company’s securities (the “Repurchase Mandate”) was given to our Directors, the details of which are set out in the paragraph headed “A. Further information about our Company – 5. Written resolutions of our Shareholders passed on [•] 2026” above in this appendix.

(ii) Source of funds

Repurchases must be funded out of funds legally available for the purpose in accordance with the Articles, the Companies Act, the GEM Listing Rules and any other laws and regulations applicable to our Company from time to time in force. A [REDACTED] company must not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Subject to the foregoing, any repurchase by our Company may be made out of profits of our Company, out of the share premium, out of the proceeds of a fresh issue of shares made for the purpose of the repurchase or, subject to the Articles and the Companies Act, out of the capital. Any amount of premium payable on the repurchase over the par value of the shares to be repurchased must be out of

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

profits of our Company, out of our Company’s share premium account before or at the time the Shares are repurchased, or, subject to the Articles and the Companies Act, out of the capital.

(iii) Trading restrictions

A company is authorised to repurchase on the Stock Exchange or on any other stock exchange recognised by the SFC and the Stock Exchange the total number of shares which represent up to a maximum of 10% of the aggregate number of issued shares (excluding treasury shares) of that company or warrants to subscribe for shares in that company representing up to 10% of the amount of warrants then outstanding at the date of the passing of the relevant resolution granting the repurchase mandate.

A company may not issue or announce an issue of new securities of the type that have been repurchased for a period of 30 days immediately following a repurchase of securities whether on the Stock Exchange or otherwise (except pursuant to the exercise of warrants, share options or similar instruments requiring the company to issue securities which were outstanding prior to the repurchase) without the prior approval of the Stock Exchange.

In addition, a company is prohibited from making securities repurchase on GEM if the result of the repurchase would be that the number of the [REDACTED] securities in hands of the public would be below the relevant prescribed minimum percentage for that company as required and determined by the Stock Exchange.

A company shall not repurchase its shares on the Stock Exchange if the purchase price is higher by 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Stock Exchange.

(iv) Status of repurchased shares

In accordance with the Articles of Association, the GEM Listing Rules and any other applicable laws and regulations, following a repurchase of Shares, the Company may cancel any repurchased Shares and/or hold them as treasury shares subject to, among others, market conditions and its capital management needs at the relevant time of the repurchases, which may change due to evolving circumstances.

Under the Companies Act, a company’s repurchased shares may be treated as cancelled and, if so cancelled, the amount of that company’s issued share capital shall be reduced by the aggregate nominal value of the repurchased shares accordingly although the authorised share capital of the company will not be reduced.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(v) Suspension of repurchase

A [REDACTED] company may not make any repurchase of securities after inside information has come to its knowledge until the inside information has been made publicly available. In particular, during the period of one month immediately preceding the earlier of: (aa) the date of the board meeting (as such date is first notified to the Stock Exchange in accordance with the GEM Listing Rules) for the approval of a [REDACTED] company’s results for any year, half-year, quarterly or any other interim period (whether or not required under the GEM Listing Rules); and (bb) the deadline for publication of an announcement of a [REDACTED] company’s results for any year or half-year under the GEM Listing Rules, or quarterly or any other interim period (whether or not required under the GEM Listing Rules) and ending on the date of the results announcement, the [REDACTED] company may not repurchase its shares on the Stock Exchange other than in exceptional circumstances. In addition, the Stock Exchange may prohibit a repurchase of securities on the Stock Exchange if a [REDACTED] company has breached the GEM Listing Rules.

(vi) Reporting requirements

Repurchases of securities on the Stock Exchange or otherwise must be reported to the Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the following Business Day. In addition, a company’s annual report and accounts are required to include a monthly breakdown of securities repurchases made during the financial year under review, showing the number of securities repurchased each month (whether on GEM or otherwise), the purchase price per share or the highest and lowest prices paid for all such repurchases and the total prices paid. The directors’ report is also required to contain reference to the purchases made during the year and the directors’ reasons for making such purchases. The company shall make arrangements with its broker who effects the purchase to provide the company in a timely fashion the necessary information in relation to the purchase made on behalf of the company to enable the company to report to the Stock Exchange.

(vii) Connected parties

A [REDACTED] company is prohibited from knowingly repurchasing securities on the Stock Exchange from a core connected person which includes a director, chief executive or substantial shareholder of the company or any of its subsidiaries or a close associate of any of them and a core connected person shall not knowingly sell his securities to the company.

(b) Reasons for repurchase

Our Directors believe that it is in the best interests of our Company and our Shareholders for our Directors to have a general authority from our Shareholders to enable our Company to repurchase Shares in the market. Such repurchases may,

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

depending on the market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made when our Directors believe that such repurchases will benefit our Company and our Shareholders.

(c) Share capital

Exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme), could accordingly result in up to [REDACTED] Shares being repurchased by our Company during the course of the period prior to the date on which such Repurchase Mandate expires or terminates as mentioned in the paragraph headed “A. Further information about our Company – 5. Written resolutions of our Shareholders passed on [•] 2026” above in this appendix.

(d) General

None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their respective close associates currently intends to sell any Shares to our Company or our subsidiaries. Our Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the GEM Listing Rules, the Articles and the applicable laws and regulations of the Cayman Islands.

If, as a result of a repurchase of Shares, a Shareholder’s proportionate interest in our Company’s voting rights increased, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert (within the meaning of the Takeovers Code), depending on the level of increase of the Shareholders’ interest, could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequence which would arise under the Takeovers Code as a result of any repurchase pursuant to the Repurchase Mandate.

Our Directors will not exercise the Repurchase Mandate if the repurchase would result in the number of Shares which are in the hands of the public falling below 25% of the total number of Shares in issue (or such other percentage as may be prescribed as the minimum public shareholding under the GEM Listing Rules).

Our Company has not made any repurchase of our own securities since our incorporation.

No core connected person has notified our Company that he has a present intention to sell Shares to our Company, or has undertaken not to do so, if the Repurchase Mandate is exercised.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

B. FURTHER INFORMATION ABOUT THE BUSINESS OF OUR GROUP

1. Summary of material contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by our Company or any of the members of our Group within the two years immediately preceding the date of this document and are or may be material:

- (a) the Reorganisation Agreement;
- (b) the Deed of Indemnity;
- (c) the Deed of Non-Competition; and
- (d) the [REDACTED].

2. Intellectual property rights

(a) Trademarks

As at the Latest Practicable Date, our Group had registered the following trademarks which, in the opinion of our Directors, are material to our Group’s business:

Trademark	Trademark owner	Class	Place of registration	Trade mark number	Date of registration	Expiry date
	Arrano Group	36, 37, 39, 41, 42, 45	Hong Kong	306785029	16 January 2025	15 January 2035
	Arrano Group	36, 37, 39, 41, 42, 45	Hong Kong	306814792	21 February 2025	20 February 2035

(b) Domain name

As at the Latest Practicable Date, our Company had registered the following domain name, which in the opinion of our Directors, is material to the business of our Company:

Domain name	Registered owner	Expiry date
arrano.com.hk	Arrano Group	24 December 2028

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Disclosure of Interests

- (a) *Interests and short positions of our Directors and chief executive in the Shares, underlying Shares and debentures of our Company and our Company’s associated corporations after completion of the [REDACTED] and the [REDACTED]*

Immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme), the interests or short positions of our Directors and chief executive of our Company in the Shares, underlying Shares or debentures of our Company or any of our associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions in which they are taken or deemed to have under such provisions of the SFO), or which will be required, pursuant to section 352 of the SFO, to be entered in the register as referred to therein, or which will be required to be notified to our Company and the Stock Exchange pursuant to the “required standard of dealings” as contained in Chapter 5 of the GEM Listing Rules, will be as follows:

Name	Capacity/nature of interest	Number of Shares held in our Company immediately after completion of the [REDACTED] and the [REDACTED] (Note 1)	Percentage of shareholding in our Company immediately after completion of the [REDACTED] and the [REDACTED]
Mr. Fong (Notes 2 and 3)	Interest in a controlled corporation	[REDACTED] (L)	[REDACTED]%
Ms. Yip (Note 3)	Interest of spouse	[REDACTED] (L)	[REDACTED]%
Ms. Lam (Notes 4 and 5)	Interest in a controlled corporation	[REDACTED] (L)	[REDACTED]%
Mr. Wong (Note 5)	Interest of spouse	[REDACTED] (L)	[REDACTED]%

Notes:

- The letter “L” denotes a person’s “long position” (as defined under Part XV of the SFO) in such Shares.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

2. Our Company will be owned as to [REDACTED]% by Fong 1119 immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon exercise of the [REDACTED] and the options that may be granted under the Share Option Scheme). Fong 1119 is wholly-owned by Mr. Fong. Under the SFO, Mr. Fong is deemed to be interested in the same number of Shares held by Fong 1119.
3. Mr. Fong and Ms. Yip are spouses. Under the SFO, Ms. Yip is deemed to be interested in the same number of Shares which Mr. Fong is interested.
4. Our Company will be owned as to [REDACTED]% by HFTT immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon exercise of the [REDACTED] and the options that may be granted under the Share Option Scheme). HFTT is wholly-owned by Well Smart, which is wholly-owned by Ms. Lam. Under the SFO, Well Smart and Ms. Lam are deemed to be interested in the same number of Shares held by HFTT.
5. Ms. Lam and Mr. Wong are spouses. Under the SFO, Mr. Wong is deemed to be interested in the same number of Shares which Ms. Lam is interested.

Immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme), so far as our Directors are aware, the following persons (not being our Directors or chief executive) will have an interest or short position in the Shares or underlying Shares which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 2 and 3 of Part XV of the SFO, or who will, directly or indirectly, be interested in 10% or more of the issued voting shares of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of our Group:

Name	Capacity/nature of interest	Number of Shares held in our Company immediately after completion of the [REDACTED] and the [REDACTED] (Note 1)	Percentage of shareholding in our Company immediately after completion of the [REDACTED] and the [REDACTED]
Fong 1119 (Note 2)	Beneficial owner	[REDACTED] (L)	[REDACTED]%
HFTT (Note 3)	Beneficial owner	[REDACTED] (L)	[REDACTED]%
Well Smart (Note 3)	Interest in a controlled corporation	[REDACTED] (L)	[REDACTED]%

Notes:

1. The letter “L” denotes a person’s “long position” (as defined under Part XV of the SFO) in such Shares.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

2. Our Company will be owned as to [REDACTED]% by Fong 1119 immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon exercise of the [REDACTED] and the options that may be granted under the Share Option Scheme). Fong 1119 is wholly-owned by Mr. Fong. Under the SFO, Mr. Fong is deemed to be interested in the same number of Shares held by Fong 1119.
3. Our Company will be owned as to [REDACTED]% by HFTT immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon exercise of the [REDACTED] and the options that may be granted under the Share Option Scheme). HFTT is wholly-owned by Well Smart, which is wholly-owned by Ms. Lam. Under the SFO, Well Smart and Ms. Lam are deemed to be interested in the same number of Shares held by HFTT.

(b) Negative statement regarding interests in securities

None of our Directors or chief executive of our Company will immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme) has any discloseable interests (as referred to in (a) above) other than as disclose at (a) above.

Our Directors are not aware of any persons (other than our Directors or the chief executive of our Company) who will immediately following completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme) have a notifiable interest (for the purposes of the SFO) in the Shares or, having such a notifiable interest, have any short positions (within the meaning of the SFO) in the Shares, other than as disclosed at (a) above.

2. Particulars of Directors' service agreements and letters of appointment

(a) Executive Directors

Each of our executive Directors [has] entered into a service agreement with our Company for an initial fixed term of three years commencing from the [REDACTED], subject to the provision of retirement and rotation of Directors under the Articles of Association.

(b) Non-executive Director and independent non-executive Directors

Each of our non-executive Director and our independent non-executive Directors [has] entered into a letter of appointment with our Company for an initial fixed term of three years commencing from the [REDACTED], subject to the provision of retirement and rotation of Directors under the Articles of Association.

Save as disclosed in this document, none of our Directors has entered or is proposed to enter into any service agreement or letter of appointment with any member of our Group (excluding agreements expiring or determinable by any member

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

of our Group within one year without the payment of compensation other than statutory compensation).

3. Remuneration of our Directors

During the two years ended 31 December 2024 and 31 December 2025 and the three months ended 31 March 2026, the aggregate emoluments paid and benefits in kind granted by our Group to our Directors were approximately HK\$2.4 million, HK\$4.4 million and HK\$0.7 million, respectively.

None of our Directors or any past director(s) of any member of our Group has been paid any sum of money for the two years ended 31 December 2024 and 31 December 2025 and the three months ended 31 March 2026 (a) as an inducement to join or upon joining our Company; or (b) for loss of office as a director of any member of our Group or of any other office in connection with the management of the affairs of any member of our Group.

There has been no arrangement under which a Director has waived or agreed to waive any emolument for the two years ended 31 December 2024 and 31 December 2025 and the three months ended 31 March 2026.

Under the arrangements currently proposed, conditional upon the [REDACTED], the basic annual remuneration (excluding payment pursuant to any discretionary benefit or bonus or other fringe benefits) payable by our Group to each of our Directors will be as follows:

	HK\$
Executive Directors	
Mr. Fong Chun Kit	1,038,000
Mr. Wong Chun Hung Hanson, <i>M.H.</i>	540,000
Ms. Yip Nga Man	856,200
Mr. Ip Yik Nam, <i>J.P.</i>	960,000
Non-executive Director	
Ms. Lam Wing Yu	180,000
Independent non-executive Directors	
Mr. Yau How Boa, <i>G.B.S., M.H., J.P.</i>	180,000
Mr. Au Ka Wang, <i>S.B.S., I.D.S.M., J.P.</i>	180,000
Ms. Leung Yuen Shan Maisy	180,000

Each of our executive Directors, non-executive Director and independent non-executive Directors is entitled to reimbursement of all necessary and reasonable out-of-pocket expenses properly incurred in relation to all business and affairs carried out by our Group from time to time or for providing services to our Group or executing their functions in relation to our Group’s business and operations.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Save as disclosed in this document, no other emoluments have been paid or are payable, in the two years ended 31 December 2024 and 31 December 2025 and the three months ended 31 March 2026 by our Group to our Directors.

4. Related party transactions

Details of the related party transactions are set out under note 31 to the Accountants’ Report set out in Appendix I to this document.

5. Disclaimers

Save as disclosed in this document:

- (a) none of our Directors or chief executive of our Company has any interest or short position in any of the Shares, underlying Shares or debentures of our Company or any of our associated corporations (within the meaning of Part XV of the SFO), immediately after completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme), which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which any of them is deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register as referred to therein or which will be required to be notified to our Company and the Stock Exchange pursuant to the “required standard of dealings” as contained in Chapter 5 of the GEM Listing Rules, in each case once the Shares are [REDACTED];
- (b) our Directors are not aware of any person (other than our Directors or the chief executive of our Company) who will, immediately after the completion of the [REDACTED] and the [REDACTED] (without taking into account any of the Shares that may be allotted and issued upon the exercise of the [REDACTED] and any option which may be granted under the Share Option Scheme), have an interest or short position in the Shares or underlying Shares which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 2 and 3 of Part XV of the SFO, or who will, directly or indirectly, be interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of our Group;
- (c) none of our Directors or the experts under the paragraph headed “E. Other information – 7. Qualifications of experts” below in this appendix has been directly or indirectly interested in the promotion of, or in any asset(s) which has or have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (d) none of our Directors nor the experts named under the paragraph headed “E. Other information – 7. Qualifications of experts” below in this appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to our Group’s business; and
- (e) none of the experts named under the paragraph headed “E. Other information – 7. Qualifications of experts” below in this appendix has any shareholding in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

D. SHARE OPTION SCHEME

1. Definitions

For the purpose of this section, the following expressions have the meanings set out below unless the context requires otherwise:

“Adoption Date”	[•] 2026, the date on which the Share Option Scheme is conditionally adopted by our Shareholders by way of written resolutions
“Board”	our board of Directors
“Business Day”	any day on which the Stock Exchange is open for the business of dealings in securities
“Exercise Price”	the price per Share at which a grantee may subscribe for our Shares on the exercise of an Option as described in paragraph (c)
“Group”	our Company and its subsidiaries
“Offer Date”	the date on which an Option is offered to a Participant
“Option”	an option to subscribe for Shares (and/or to acquire Treasury Shares from the Company, as may be permitted under the laws of the Cayman Islands and the Articles of Association) granted pursuant to the Share Option Scheme and for the time being subsisting
“Scheme Period”	the period of ten years commencing on the Adoption Date and expiring at the close of business on the business day immediately preceding the tenth anniversary thereof, unless terminated earlier in accordance with the terms of the Share Option Scheme

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

“Treasury Shares” any Shares repurchased and held or to be repurchased and held by the Company in treasury as authorised by the laws of the Cayman Islands and/or the Articles of Association

2. Summary of terms

(a) Purpose of the Share Option Scheme

The purpose of the Share Option Scheme is to attract and retain the best available personnel, to provide additional incentive or rewards to employees, directors, advisers, consultants, distributors, contractors, suppliers, agents and service providers of our Group for the contribution or potential contribution to the Group and to promote the success of the business of our Group. The Share Option Scheme will comply with Chapter 23 of the GEM Listing Rules and any other applicable requirements of the Stock Exchange as amended from time to time.

(b) Who may join and basis of eligibility

Our Board may, at its absolute discretion, invite any person belonging to any of the following classes of participants (“Participants”) to take up Options to subscribe for Shares:

- (a) any director and employee of our Company or any of its subsidiaries (including persons who are granted Options as an inducement to enter into employment contracts with the Company or any of its subsidiaries) (“Employee Participant(s)”);
- (b) any director and employee of the holding companies, fellow subsidiaries or associated companies of our Company (“Related Entity Participant(s)”);
- (c) any person who provides services to our Group on a continuing and recurring basis in its ordinary and usual course of business which are in the interests of the long-term growth of our Group, including but not limited to person(s) who work for the Company as independent contractors (including advisers, consultants, distributors, contractors, suppliers, agents and service providers of any member of our Group) where the continuity and frequency of their services are akin to those of employees, but excluding (i) placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions; and (ii) professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity (“Service Provider(s)”).

The basis of eligibility of any Participant to the grant of any Option shall be determined by our Board from time to time on the basis of his or her contribution or potential contribution to the development and growth of our Group.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

In assessing whether Options are to be granted to any Participant, our Board shall take into account various factors, including but not limited to, the nature and extent of contributions provided by such Participant to our Group, the special skills or technical knowledge possessed by them which is beneficial to the continuing development of our Group, the positive impacts which such Participant has brought to our Group's business and development and whether granting Options to such Participant is an appropriate incentive to motivate such Participant to continue to contribute towards the betterment of our Group.

In assessing the eligibility of an Employee Participant, our Board will consider all relevant factors as appropriate, including, among others:

- (i) his/her skills, knowledge, experience, expertise and other relevant personal qualities;
- (ii) his/her performance, time commitment, responsibilities or employment conditions and the prevailing market practice and industry standard;
- (iii) his/her contribution made or expected to be made to the growth of our Group; and
- (iv) his/her educational and professional qualifications, and knowledge in the industry.

In assessing the eligibility of a Related Entity Participant, our Board will consider all relevant factors as appropriate, including, among others:

- (i) the positive impacts brought by, or expected from, the Related Entity Participant on our Group's business development in terms of an increase in turnover or profits and/or an addition of expertise to our Group;
- (ii) the period of engagement or employment of the Related Entity Participant by our Group;
- (iii) whether the Related Entity Participant has referred or introduced opportunities to our Group which have materialised into further business relationships;
- (iv) whether the Related Entity Participant has assisted our Group in tapping into new markets and/or increased its market share; and
- (v) the materiality and nature of the business relation of holding companies, fellow subsidiaries or associated companies with our Group and the Related Entity Participant's contribution in such holding companies, fellow subsidiaries or associated companies of our Group which may benefit the core business of our Group through a collaborative relationship.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Amongst the Service Providers eligible for the granting of the Options:

- (i) advisers and consultants are those who would play significant roles in our Group's business development by contributing their specialised skills and knowledge in the business activities of our Group on a continuing and recurring basis. Such advisers and consultants would possess industry-specific knowledge or expertise or valuable experience or deep understanding or insight in the business of our Group. Their continuing and recurring engagement and cooperation with our Group would benefit our Group with frequent and successive strategic advice and guidance in its ordinary and usual course of business, which are substantively comparable to contributions of highly-skilled or executive employees of our Group; and
- (ii) distributors, contractors, suppliers and agents are to directly contribute to the long-term growth of our Group's business by taking roles or providing services that are in a continuing and recurring nature in its ordinary and usual course of business. The works of distributors, contractors, suppliers and agents are closely connected with various areas of our Group's day-to-day operations, including sales, procurement, marketing, manufacturing and development of construction equipment, and their performances will contribute to the operating performance and financial results of our Group.

In assessing the eligibility of a Service Provider, our Board will consider all relevant factors as appropriate, including, among others:

- (i) in respect of advisers and consultants:
 - A. the expertise, professional qualifications and industry experience of the Service Provider;
 - B. the individual performance of the Service Provider and track record, including whether the Service Provider has a proven track record of delivering quality services;
 - C. the prevailing market fees chargeable by other services providers;
 - D. our Group's period of engagement of or collaboration with the Service Provider; and
 - E. the Service Provider's actual or potential contribution to our Group in terms of a reduction in costs or an increase in turnover or profit;

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (ii) in respect of distributors, contractors, suppliers and agents:
 - A. the scale of the Service Provider’s business dealings with our Group in terms of purchases or sales attributable to him;
 - B. the ability of the Service Provider to maintain the quality of services;
 - C. the individual performance of the Service Provider(s) and track record, including whether the Service Provider has a proven track record of delivering quality services;
 - D. the benefits and strategic value brought by the Service Provider to our Group’s development and future prospects in terms of the profits and/or income attributable to the Service Provider’s collaboration with our Group;
 - E. the scale of the Service Provider’s collaboration with our Group and the length of business relationships between the Service Provider and our Group; and
 - F. the business opportunities and external connections that the Service Provider has introduced or will potentially introduce to our Group.

(c) Exercise Price

The Exercise Price shall be a price solely determined by our Board and notified to a Participant and shall be at least the higher of: (i) the closing price of our Shares as stated in the Stock Exchange’s daily quotations sheet on the Offer Date, which must be a Business Day; (ii) the average of the closing prices of our Shares as stated in the Stock Exchange’s daily quotations sheets for the five Business Days immediately preceding the Offer Date; and (iii) the nominal value of our Shares on the Offer Date, provided that in the event of fractional prices, the Exercise Price per Share shall be rounded upwards to the nearest whole cent. For the purpose of calculating the Exercise Price where our Company has been [REDACTED] on the Stock Exchange for less than five Business Days, the new issue price shall be used as the closing price for any Business Day falling within the period before [REDACTED].

(d) Grant of Options and acceptance of offers

An offer of the grant of Options must be accepted within five Business Days inclusive of the Offer Date. The amount payable by the grantee of an Option to our Company on acceptance of the offer of the grant of an Option is HK\$[1].

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(e) Maximum number of Shares available for subscription

- (i) The total number of Shares which may be issued (and, together with Treasury Shares which may be sold or transferred, as applicable) in respect of all options (including the Options) and awards to be granted under the Share Option Scheme and any other share option scheme(s) and share award scheme(s) of our Company shall not exceed 10% of the total number of Shares in issue (excluding Treasury Shares) as at the [REDACTED] (the “Scheme Mandate Limit”). Therefore, it is expected that our Company may grant Options in respect of up to [REDACTED] Shares (or such numbers of Shares as shall result from a sub-division or a consolidation of such [REDACTED] Shares from time to time) to the participants under the Share Option Scheme.
- (ii) Subject to sub-paragraph (i) above, the total number of Shares which may be issued (and, together with Treasury Shares which may be sold or transferred, as applicable) in respect of all options (including the Options) or awards to be granted to the Service Provider(s) under the Share Option Scheme and any other share option scheme(s) and share award scheme(s) of our Company shall not exceed 1% of the total number of Shares in issue (excluding Treasury Shares) as at the [REDACTED] (the “Service Provider Sublimit”). The Service Provider Sublimit shall be within the Scheme Mandate Limit.
- (iii) For the avoidance of doubt, our Shares underlying any options (including the Options) granted under the Share Option Scheme or any other share option scheme(s) of our Company which have been cancelled will be counted for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit. Where our Company has reissued such cancelled options, our Shares underlying both the cancelled options and the re-issued options will be counted as part of the total number of Shares subject to subparagraphs (i) and (ii) above. The options (including the Options) or awards lapsed in accordance with the terms of the Share Option Scheme or (as the case may be) any other share option scheme(s) or share award scheme(s) of our Company will, however, not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.
- (iv) The Scheme Mandate Limit (and the Service Provider Sublimit) as mentioned above may be refreshed at any time by approval of our Shareholders in general meeting after three years from the Adoption Date or the date of Shareholders’ approval for the last refreshment, provided that:
 - a. the total number of the Shares which may be issued (and, together with Treasury Shares which may be sold or transferred, as applicable) in respect of all options (including the Options) or awards to be granted under the Share Option Scheme and any other share option scheme(s) and share award scheme(s) of our Company under the Scheme Mandate

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Limit as refreshed (the "New Scheme Mandate Limit") shall not exceed 10% (and the Service Provider Sublimit as refreshed (the "New Service Provider Sublimit") shall not exceed 1%) of the Shares in issue (excluding Treasury Shares) as at the date of our Shareholders' approval of the New Scheme Mandate Limit and the New Service Provider Sublimit. Our Company shall send a circular to our Shareholders containing the number of options (Including the Options) and awards that were already granted under the Scheme Mandate Limit and the Service Provider Sublimit, and the reason for the refreshment;

- b. any refreshment to the Scheme Mandate Limit (and the Service Provider Sublimit) within any three-year period shall be approved by our Shareholders subject to the following provisions:
 - (A) any controlling shareholders and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of our Company and their respective associates) shall abstain from voting in favour of the relevant resolution at the general meeting; and
 - (B) our Company shall comply with the requirements under Rules 17.47(6) and (7), 17.47A, 17.47B and 17.47C of the GEM Listing Rules; and
- c. the requirements under sub-paragraph b above do not apply if the refreshment is made immediately after an issue of securities by our Company to our Shareholders on a pro rata basis as set out in Rule 17.41(1) of the GEM Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the total number of Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole Share.
- (v) Our Company may seek separate approval by our Shareholders in general meeting for granting options (including the Options) or awards under the Share Option Scheme or any other share option scheme(s) or share award scheme(s) of our Company beyond the Scheme Mandate Limit or, if applicable, the New Scheme Mandate Limit, provided the options (including the Options) or awards in excess of the Scheme Mandate Limit or, if applicable, the New Scheme Mandate Limit, are granted only to the Participants specifically identified by our Company before such approval is sought. Our Company shall send a circular to our Shareholders containing the name of each specified Participant who may be granted such options (including the Options) or awards, the number and terms of the options (including the Options) or awards to be granted to each Participant, and the purpose of granting options (including the Options) or awards to the specified Participants with an explanation as to how the terms of the options

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(including the Options) or awards serve such purpose. The number and terms of the options (including the Options) and awards to be granted shall be fixed before our Shareholders’ approval.

(f) Limit on granting options or awards to individual Participants

- (i) The total number of our Shares issued and to be issued (and, together with Treasury Shares acquired and to be sold or transferred, as applicable) in respect of all options (including the Options) and awards granted to each Participant (excluding any options (including the Options) or awards lapsed in accordance with the terms of the relevant schemes) under the Share Option Scheme and any other share option scheme(s) and share award scheme(s) of our Company in any 12-month period up to and including the date of grant shall not exceed 1% of the Shares in issue (excluding Treasury Shares) (the “1% Individual Limit”).
- (ii) Where any grant of the Options to a Participant would result in our Shares issued and to be issued in respect of all options (including the Options) and awards granted and to be granted to such Participant (excluding any options (including the Options) or awards lapsed in accordance with the terms of the relevant schemes) in the 12-month period up to and including the date of such grant representing in aggregate over the 1% Individual Limit, such grant shall be separately approved by our Shareholders in general meeting with such Participant and his/her close associates (or associates if the Participant is a connected person), abstaining from voting. Our Company shall send a circular to our Shareholders disclosing the identity of the Participant, the number and terms of Options to be granted (and the options or awards previously granted to such Participant in the 12-month period), the purpose of granting the Options to such Participant and an explanation as to how the terms of the Options serve such purpose. The number and terms (including the Exercise Price) of Options to be granted to such Participant shall be fixed before our Shareholders’ approval.

(g) Grant of Options to a Director, chief executive of our Company or substantial shareholder or any of their respective associates

- (i) Any grant of the Options to a Director, or a chief executive of our Company or substantial shareholder, or any of their respective associates shall be approved by our independent non-executive Directors (excluding any independent non-executive Director who is the proposed grantee of the Option).
- (ii) Where any grant of the Options to an independent non-executive Director or a substantial shareholder, or any of their respective associates, would result in the Shares issued and to be issued in respect of all options (including the Options) and awards granted under the Share Option Scheme and any other share option scheme(s) and share award scheme(s) of our Company (excluding any options (including the Options) or awards lapsed in

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

accordance with the terms of the relevant schemes) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of our Shares in issue, such further grant of the Options shall be subject to:

- (a) the issue of a circular by our Company to our Shareholders; and
 - (b) the approval by our Shareholders in general meeting at which the proposed grantee, his/her associates and all core connected persons (as defined in the GEM Listing Rules) of our Company shall abstain from voting in favour at such general meeting, and in accordance with the requirements under Rules 17.47A, 17.47B and 17.47C of the GEM Listing Rules.
- (iii) The circular to be issued by our Company to our Shareholders pursuant to sub-paragraph (ii)(a) above shall contain the following information:
- (a) details of the number and terms of the Options to be granted to each Participant, which shall be fixed before the Shareholders' meeting (which shall include the information required under Rules 23.03(5) to 23.03(10) and Rule 23.03(19) of the GEM Listing Rules);
 - (b) the views of the independent non-executive Directors (excluding any independent non-executive Director who is the proposed grantee of the Options) as to whether the terms of the grant are fair and reasonable and whether such grant is in the interests of our Company and Shareholders as a whole, and their recommendation to the independent Shareholders as to voting;
 - (c) the information required under Rule 23.02(2) of the GEM Listing Rules; and
 - (d) the information required under Rule 2.28 of the GEM Listing Rules.
- (iv) Any change in the terms of the Options granted to a Participant who is a Director, or a chief executive of the Company or substantial shareholder, or any of their respective associates, shall be approved by our Shareholders in the manner as set out in Rule 23.04(4) of the GEM Listing Rules if the initial grant of the Options requires such approval (except where the changes take effect automatically under the existing terms of the Share Option Scheme). For the avoidance of doubt, the requirements for the grant to a director or chief executive of our Company set out in Rule 23.04 of the GEM Listing Rules do not apply where the Participant is only a proposed director or chief executive of our Company.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(h) Restrictions on the times of grant of Options

- (i) Our Company may not grant any Options after any inside information has come to its knowledge until (and including) the trading day after such inside information has been announced pursuant to the requirements of the GEM Listing Rules and the SFO. In particular, no Option may be granted during the period commencing 30 days immediately preceding the earlier of:
 - (a) the date of the meeting of our Board (as such date is first notified to the Stock Exchange in accordance with the GEM Listing Rules) for the approval of our Company’s results for any year, half-year, quarterly or other interim period (whether or not required under the GEM Listing Rules); and
 - (b) the deadline for our Company to publish an announcement of our Company’s results for any year or half-year under the GEM Listing Rules, or quarterly or other interim period (whether or not required under the GEM Listing Rules),and ending on the date of the results announcement, and no Option may be granted during any period of delay in publishing a results announcement.
- (ii) Further to the restrictions in sub-paragraph (i) above, no Option may be granted to a Director on any day on which financial results of our Company are published and:
 - (a) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
 - (b) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

(i) Time of exercise of Option

An Option may be exercised in accordance with the terms of the Share Option Scheme at any time during a period as our Board may determine which shall not exceed 10 years from the date of grant subject to the provisions of early termination thereof (the “Option Period”).

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(j) Vesting period

Save for the circumstances prescribed below, the vesting period for the Options shall not be less than 12 months from the Offer Date:

- (i) where the Participant is an Employee Participant who is a director or senior manager of the Company and specifically identified by our Board, the remuneration committee (or our Board where the Participant is an Employee Participant other than a director and senior manager of our Company and specifically identified by our Board) shall have the authority to determine a shorter vesting period under the following specific circumstances:
 - (a) grants of the Options in compensatory nature to a new Employee Participant to replace his/her share options or awards forfeited when leaving his/her previous employer;
 - (b) grants of the Options to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out-of-control event;
 - (c) grants of the Options with performance-based vesting conditions in lieu of time-based vesting criteria;
 - (d) grants of the Options that are made in batches during a year for administrative and compliance reasons, which include the Options that should have been granted earlier if not for such administrative or compliance reasons but had to wait for a subsequent batch. In such case, the vesting period may be shorter to reflect the time from which the Options would have been granted;
 - (e) grants of the Options with a mixed or accelerated vesting schedule such as where the Options may vest evenly over a period of 12 months; and
 - (f) grants of the Options with a total vesting and holding period of more than 12 months.

(k) Performance target and clawback mechanism

- (i) Unless our Board otherwise determines and states in the offer to a grantee, no performance target is attached to the Options. The description (which may be qualitative) of the performance targets, if any, attached to the Options may include a general description of the target levels and performance related measures and the method for assessing how they are satisfied.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (ii) The performance target, if any, shall be assessed in accordance with one or more of the following performance measure(s) (the "Performance Measure(s)"), or derivations of such Performance Measure(s) that may be related to the individual grantee or our Group as a whole or to a subsidiary, division, department, region, function or business unit of our Company or the relevant Related Entity Participant or the relevant Service Provider including but not limited to: cash flow, earnings, earnings per share, market value or economic value added, profits, return on assets, return on equity, return on investment, sales, revenue, share price, total shareholder return, customer satisfaction metrics, operating results and such other goal as our Board may determine from time to time.
- (iii) Each Performance Measure may be assessed either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group, in each case as specified by our Board (or, in case the grantee is a director or senior manager of our Company, the remuneration committee of our Board) in its sole discretion. Our Board may, in its sole discretion, amend or adjust the Performance Measures and establish any special rules and conditions to which the Performance Measures shall be subject at any time.
- (iv) Notwithstanding the terms and conditions of the Share Option Scheme, our Board may provide in the notice of offer that any Option prior to it being exercised may be subject to clawback or a longer vesting period if any of the events stated in sub-paragraph (v) below shall occur.
- (v) If any of the following events shall occur during an Option Period:
 - (i) there being a material misstatement in the audited financial statements of our Company that requires a restatement;
 - (ii) the grantee being guilty of fraud, gross negligence or persistent or serious or wilful misconduct, regardless of whether there is any accounting restatement or a material error in calculating or determining the performance metrics or other criteria; and
 - (iii) if the grant or exercise of any Option is linked to any performance targets and our Board is of the opinion that there occur any circumstances that show or lead to any of the prescribed performance targets having been assessed or calculated in a materially inaccurate manner,

our Board may (but is not obliged to) by notice in writing to the grantee concerned (aa) claw back such number of the Options (to the extent not being exercised) granted as our Board may consider appropriate; or (bb) extend the vesting period (regardless of whether the initial vesting date has occurred) in relation to all or any of the Options (to the extent not being exercised) to such longer period as our Board may consider appropriate. The

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Options that are clawed back pursuant to this paragraph (k) shall be regarded as cancelled and the Options so cancelled shall be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

(l) *Ranking of Shares*

Our Shares to be allotted (or the Treasury Shares to be transferred, as applicable) upon the exercise of an Option will be subject to all the provisions of the Articles for the time being in force and will rank *pari passu* in all respects with our fully paid Shares in issue on the date of allotment (or the date of transfer of Treasury Shares, as the case may be) and accordingly will entitle the holders to participate in all dividends or other distributions paid or made after the date of allotment (or the date of transfer of Treasury Shares, as the case may be) other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be on or before the date of allotment (or the date of transfer of Treasury Shares, as the case may be), save that our Shares allotted upon the exercise of any Option shall not carry any voting rights until the name of the grantee has been duly entered on the register of members of our Company as the holder thereof.

(m) *Transferability of Option*

An Option shall be personal to the grantee and shall not be transferrable or assignable, save where applicable under the GEM Listing Rules, when the Stock Exchange has granted a waiver to the grantee to allow the transfer of his/her Option to a vehicle (such as a trust or a private company) for the benefit of the grantee and any family members of such grantee (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of the Share Option Scheme and comply with other requirements under the GEM Listing Rules and where such waiver is granted, the Stock Exchange shall require our Company to disclose the beneficiaries of the trust or the ultimate beneficial owners of the transferee vehicle, no grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option. Any breach of the foregoing by a grantee shall entitle our Company to cancel, revoke or terminate any Option granted to such grantee to the extent not already exercised.

(n) *Rights on cessation of employment by death*

In the event that the grantee (being an individual) dies before exercising the Option in full, his/her legal personal representative(s) may exercise the Option up to the grantee's entitlement (to the extent which has become exercisable and not already exercised) within a period of 12 months following his/her death, provided that where any of the events set out in (r), (s) and (t) below occurs prior to his/her death or within such 12-month period following his/her death, then his/her legal personal representative(s) may so exercise the Option within such of the various periods respectively set out in such paragraphs instead of the period referred to in this paragraph and provided further that if within a period of three years prior to the grantee's death, the grantee had committed any of the acts as specified in paragraph (u)(4) below which would have entitled our Company to terminate his/her employment

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

prior to his/her death, our Board may in its absolute discretion at any time resolve to forthwith terminate the Option of the grantee (to the extent not already lapsed or exercised) by serving written notice to his/her legal personal representatives and the Option (to the extent not already exercised) shall lapse on the date of the relevant Board resolution.

(o) Rights on cessation of employment by dismissal

In the event that the grantee is an employee of our Group when an offer is made to him/her and he/she subsequently ceases to be an employee of our Group by reason of a termination of his/her employment on one or more of the grounds specified in paragraph (u)(4) below, his/her Option shall lapse automatically (to the extent not already exercised) on the date of cessation of his/her employment with our Group and in the event the grantee has exercised the Option in whole or in part, but Shares have not been allotted to him/her, the grantee shall, unless our Board determines otherwise, be deemed not to have so exercised such Option and our Company shall refund to the grantee the subscription price in respect of the purported exercise of such Option without interest.

(p) Rights on cessation of employment for other reasons

In the event that the grantee is an employee of our Group when an offer is made to him/her and he/she subsequently ceases to be an employee of our Group for any reason other than (i) his/her death or (ii) the termination of his/her employment on one or more of the grounds specified in paragraph (u)(4) below, the Option (to the extent not already lapsed or exercised) shall lapse on the expiry of three months after the date of cessation of such employment.

(q) Reorganisation of capital structure

In the event of any alteration in the capital structure of our Company whilst any Option remains exercisable, whether by way of capitalisation of profits or reserves, rights issue, open offer, consolidation, subdivision or reduction of the share capital of our Company (other than an issue of Shares as consideration in respect of a transaction to which any member of our Group is a party), such corresponding adjustments (if any) shall be made in the number of our Shares subject to the Option so far as unexercised; and/or the Exercise Price of any unexercised Option, as the auditors shall certify in writing or independent financial adviser to our Company shall confirm in writing (as the case may be) to our Board to be in their opinion fair and reasonable and in compliance with the relevant provisions of the GEM Listing Rules (or any guideline or supplemental guideline issued by the Stock Exchange from time to time) (no such certification or confirmation is required in case of adjustment made on a capitalisation issue), provided that any such adjustments shall give a grantee the same proportion of the issued share capital of our Company, rounded to the nearest whole Share, as (but in any event shall not be greater than) that to which he/she/it was previously entitled and the subscription price payable by a grantee on the full exercise of any Option shall remain as nearly as possible the same (but shall not be greater than, except upon any consolidation of the Shares pursuant to this paragraph (q)) as it

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

was before such event, but no adjustment shall be made to the effect of which would be to enable a Share to be issued at less than its nominal value.

(r) Rights on a general offer

In the event of a general offer or partial offer (whether by way of takeover offer or share repurchase offer or scheme of arrangement or otherwise in like manner) being made to all our Shareholders (or all such holders other than the offeror and/or any persons controlled by the offeror and/or any person acting in association or concert with the offeror), our Company shall use its best endeavours to procure that an appropriate offer is extended to all the grantee (on comparable terms, mutatis mutandis, and assuming that they will become, by exercise in full of the Options granted to them, as Shareholders). If such offer becoming or being declared unconditional, the grantee shall, notwithstanding any terms on which his/her Options were granted, be entitled to exercise the Option in full (to the extent not already lapsed or exercised) at any time within one month after the date on which the offer becomes or is declared unconditional.

(s) Rights on winding-up

In the event a notice is given by our Company to our members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall on the same date as or soon after it despatches such notice to each member of our Group give notice thereof to all grantees and thereupon, each grantee shall be entitled to exercise all or any of his/her Options (to the extent not already lapsed or exercised) at any time not later than two Business Days prior to the proposed general meeting of our Company by giving notice in writing to our Company, accompanied by a remittance for the full amount of the subscription price in respect of which the notice is given whereupon our 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.

(t) Rights on compromise or arrangement

In the event of a compromise or arrangement between our Company and our Shareholders and/or the creditors of our Company being proposed in connection with a scheme for the reconstruction of our Company or its amalgamation with any other company or companies pursuant to the Companies Act, our Company shall give notice thereof to all the grantees on the same day as it gives notice of the meeting to our Shareholders and/or the creditors to consider such a compromise or arrangement and the Options (to the extent not already lapsed or exercised) shall become exercisable in whole or in part on such date not later than two Business Days prior to the date of the general meeting directed to be convened by the court for the purposes of considering such compromise or arrangement (the "Suspension Date"), by giving notice in writing to our Company accompanied by a remittance for the full amount of the subscription price in respect of which the notice is given whereupon our Company shall as soon as practicable and, in any event, no later than 3:00 p.m. on the Business Day

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

immediately prior to the date of the proposed general meeting, allot and issue the relevant Shares to the grantee credited as fully paid. With effect from the Suspension Date, the rights of all grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent that they have not been exercised, lapse and determine. Our Board shall endeavour to procure that our Shares issued as a result of the exercise of Options hereunder shall for the purposes of such compromise or arrangement form part of the issued share capital of our Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement is not approved by the court (whether upon the terms presented to the court or upon any other terms as may be approved by such court), the rights of grantees to exercise their respective Options shall with effect from the date of the making of the order by the court be restored in full but only up to the extent not already exercised and shall thereupon become exercisable (but subject to the other terms of the Share Option Scheme) as if such compromise or arrangement had not been proposed by our Company and no claim shall lie against our Company or any of our officers for any loss or damage sustained by any grantee as a result of such proposal, unless any such loss or damage shall have been caused by the act involving fraud, gross negligence or wilful misconduct on the part of our Company or any of our officers.

(u) Lapse of options

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

- (1) the expiry of the Option Period;
- (2) the expiry of any of the periods upon the occurrence of the relevant event referred to in paragraphs (n), (p), (r), (s) or (t) above;
- (3) subject to paragraph (s) above, the date of the commencement of the winding-up of our Company;
- (4) in respect of a grantee who is an employee of our Group when an offer is made to him/her, the date on which the grantee ceases to be an employee of our Group by reason of a termination of his/her employment on any one or more of the grounds that he/she has been guilty of fraud, gross negligent, or wilful or serious misconduct, or has committed any act of bankruptcy or has become insolvent or has made any arrangement or composition with his/her creditors generally, or has been convicted of any criminal offence involving his/her integrity or honesty or bringing our Group into disrepute or (if so determined by our Board) on any other ground on which an employer would be entitled to terminate his/her employment summarily pursuant to any applicable laws or the grantee's employment or service contract with our Group;

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (5) in respect of a grantee other than an employee of our Group, the date of on which our Board shall at its absolute discretion determine that: (i) the grantee or his/her/its associate has committed any breach of any contract entered into between the grantee or his/her/its associate on the one part and any member of our Group on the other part; (ii) the grantee has committed any act of bankruptcy or has become insolvent or is subject to any winding up, liquidation or analogous proceedings or has made any arrangement or composition with his/her/its creditors generally; (iii) the grantee could no longer make any contribution to the growth and development of any member of our Group by reason of the cessation of its relations with our Group or by any other reason whatsoever; or (iv) the grantee has been convicted of any criminal offence involving his/her/its integrity or honesty or bringing our Group into disrepute; and
- (6) the date on which our Board exercises our Company's right to cancel, revoke or terminate the Option on the ground that the grantee commits a breach of paragraph (m) in respect of that or any other Option.

(v) Cancellation of Options granted

Any cancellation of the Options granted but not exercised may be effected on such terms as may be agreed with the relevant grantee, as our Board may in its absolute discretion sees fit and in manner that complies with all applicable legal requirements for such cancellation. Where our Company cancels the Options and makes a new grant to the same grantee, such new grant may only be made under the Share Option Scheme with available Scheme Mandate Limit and Service Provider Sublimit or the limits approved by our Shareholders pursuant to paragraphs (e)(iv) and (v). The Options cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit (and the Service Provider Sublimit).

(w) Period of the Share Option Scheme

The Share Option Scheme will remain in force for a period of 10 years commencing on the date on the Adoption Date and shall expire at the close of business on the Business Day immediately preceding the tenth anniversary thereof.

(x) Alteration of the Share Option Scheme

- (i) Subject to sub-paragraphs (ii) to (iv) below, the Share Option Scheme may be altered in any respect by resolution of our Board except that:
 - (a) any alterations to the terms and conditions of the Share Option Scheme which are of a material nature; and
 - (b) any alterations to the provisions of the Share Option Scheme relating to the matters governed by Rule 23.03 of the GEM Listing Rules to the advantage of Participants,

which shall be approved by a resolution of our Shareholders in general meeting.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (ii) Any change to the terms of the Options granted to a Participant shall be approved by our Board, the remuneration committee of our Board, the independent non-executive Directors and/or our Shareholders (as the case may be) if the initial grant of the Options was approved by our Board, the remuneration committee of our Board, the independent non-executive Directors and/or our Shareholders (as the case may be), unless the alterations take effect automatically under the existing terms of the Share Option Scheme.
- (iii) Any change to the authority of the Directors or the administrators of the Share Option Scheme to alter the terms of the Share Option Scheme, shall be approved by our Shareholders in general meeting.
- (iv) The amended terms of the Share Option Scheme and/or the Options pursuant to this paragraph (x) shall still comply with the relevant requirements of Chapter 23 of the GEM Listing Rules.

(y) *Termination*

- (i) Our Company, by resolution in general meeting, or our Board may at any time terminate the operation of the Share Option Scheme and in such event no further Options will be offered but Options granted prior to such termination shall continue to be valid and exercisable in accordance with the provisions of the Share Option Scheme.
- (ii) Details of the Options granted, including Options exercised or outstanding under the Share Option Scheme shall be disclosed in the circular to our Shareholders seeking approval of the first new scheme to be established or refreshment of Scheme Mandate Limit under any other existing scheme after such termination.

(z) *Conditions of the Share Option Scheme*

The Share Option Scheme is conditional upon:

- (a) the Stock Exchange granting approval for the [REDACTED] of and permission to [REDACTED] in any Shares to be issued pursuant to the exercise of any Options granted in accordance with the terms and conditions of the Share Option Scheme;
- (b) the passing of the necessary resolution to adopt the Share Option Scheme by the Shareholders in general meeting or by way of written resolution; and
- (c) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional and not being terminated in accordance with the terms and conditions of the [REDACTED] or otherwise.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

3. Present status of the Share Option Scheme

Application has been made to the GEM Listing Committee for the [REDACTED] of and permission to [REDACTED] in the Shares which fall to be issued pursuant to the exercise of Options which may be granted under the Share Option Scheme.

As at the date of this document, no option has been granted or agreed to be granted under the Share Option Scheme.

E. OTHER INFORMATION

1. Tax and other indemnities

The Controlling Shareholders (collectively, the “Indemnifiers”) [have, under the Deed of Indemnity, given] joint and several indemnities to our Company (for ourselves and as trustee for our subsidiaries) in connection with, among other things:

- (a) any taxation (including estate duty) and taxation claim falling on any member of our Group resulting from or by reference to any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into (or deemed to be so earned, accrued, received or entered into) or occurring on or before the date on which the [REDACTED] becomes unconditional; and
- (b) all costs which any member of our Group may incur, suffer or accrue, directly or indirectly, from or on the basis of or in connection with any litigation, arbitration, prosecution, conviction, investigation, administrative measures and/or legal proceedings against any member of our Group which was issued and/or accrued and/or arising from any act, non-performance, non-compliance, omission or otherwise of any member of our Group occurred at any time on or before the date on which the [REDACTED] becomes unconditional, if any.

The Indemnifiers will, however, not be liable under the Deed of Indemnity to the extent that, among others:

- in relation to items (a) and (b) above, provision has been made for such liability in the audited combined accounts of our Company or any member of our Group for the Track Record Period;
- in relation to item (a) above, the taxation liability arises or is incurred as a result of a retrospective change in law or a retrospective increase in tax rates coming into force after the date on which the [REDACTED] becomes unconditional; or
- in relation to item (a) above, the taxation liability arises in the ordinary course of business of any member of our Group or in the ordinary course of acquiring and disposing of capital assets after the date on which the [REDACTED] becomes unconditional.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Our Directors have been advised that no material liability for estate duty is likely to fall on our Group.

2. Litigation

To the best knowledge of our Directors, save as disclosed in this document, as at the Latest Practicable Date, neither our Company nor any of our subsidiaries was engaged in any litigation, arbitration or claims of material importance, and no litigation, arbitration or claim of material importance is known to our Directors to be pending or threatened by or against our Group, that would have a material adverse effect on its results of operations or financial condition.

3. Application for [REDACTED] of Shares

Our Company has applied to the Stock Exchange for the [REDACTED] of, and permission to [REDACTED] in, the Shares in issue and to be issued pursuant to the [REDACTED] and the [REDACTED] as mentioned herein and any Shares which may be allotted and issued upon the exercise of the [REDACTED]. All necessary arrangements have been made to enable the securities to be admitted into [REDACTED].

4. Compliance adviser

In accordance with the requirements of the GEM Listing Rules, our Company has appointed Innovax Capital Limited as our compliance adviser to provide advisory services to our Company to ensure compliance with the GEM Listing Rules for a period commencing on the [REDACTED] and ending on the date on which our Company complies with Rule 18.03 of the GEM Listing Rules in respect of our financial results for the first full financial year commencing after the [REDACTED].

5. Preliminary expenses

The estimated preliminary expenses relating to the incorporation of our Company are approximately HK\$39,500 and are payable by our Company.

6. Promoter

Our Company does not have any promoter.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

7. Qualifications of experts

The following are the qualifications of the experts who have given opinion or advice which are contained in this document:

Name	Qualifications
Innovax Capital Limited	A corporation licensed to carry out type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFO
Harney Westwood & Riegels	Cayman Islands attorneys-at-law
Deloitte Touche Tohmatsu	Certified Public Accountants Registered Public Interest Entity Auditors
Frost & Sullivan Limited	Independent professional industry consultant

8. Consents of experts

Each of the experts referred to above has given and has not withdrawn their respective consent to the issue of this document with the inclusion of their reports and/or letter or opinion (as the case may be) and reference to their respective names included in the form and context in which they respectively appears.

9. Fees of the Sole Sponsor

The Sole Sponsor will receive a fee of HK\$3.7 million to act as the sponsor to our Company in connection with the [REDACTED].

10. Independence of the Sole Sponsor

Neither the Sole Sponsor nor any of its associates has accrued any material benefit as a result of the successful outcome of the [REDACTED], other than the following:

- (a) by way of sponsorship, financial advisory and documentation fee to be paid to the Sole Sponsor for acting as the sponsor of the [REDACTED]; and
- (b) by way of the compliance advisory fee to be paid to Innovax Capital Limited as our Company's compliance adviser pursuant to the requirements under Rule 6A.19 of the GEM Listing Rules.

No director or employee of the Sole Sponsor who is involved in providing advice to our Company has or may have, as a result of the [REDACTED], any interest in any class of securities of our Company or any of our subsidiaries. None of the directors and employees of the Sole Sponsor has any directorship in our Company or any other companies

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

comprising our Group. The Sole Sponsor is independent from our Group under Rule 6A.07 of the GEM Listing Rules.

11. Binding effect

This document shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of sections 44A and 44B of the Companies (Winding Up and Miscellaneous Provisions) Ordinance so far as applicable.

12. Share register

The register of members of our Company will be maintained in the Cayman Islands by [REDACTED] and the branch register of members of our Company will be maintained in Hong Kong by [REDACTED]. Save where our Directors otherwise agree, all transfers and other documents of title to Shares must be lodged for registration with, and registered by, the branch share registrar in Hong Kong and may not be lodged in the Cayman Islands.

13. Taxation of holders of Shares

(a) Hong Kong

Dealings in Shares registered on our Company’s branch register of members in Hong Kong will be subject to Hong Kong stamp duty, the current rate charged on each of the purchaser and seller is 0.1% of the consideration or, if higher, the fair value of the Shares being sold or transferred. Profits from dealings in the Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax.

(b) The Cayman Islands

Under the current Cayman Islands law, transfers and other dispositions of Shares are exempt from Cayman Islands stamp duty so long as our Company does not hold interests in land in the Cayman Islands.

(c) Consultation with professional advisers

Intending holders of Shares are recommended to consult their professional advisers if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding, disposing of or dealing in the Shares or exercising any rights attaching to them. It is emphasised that none of our Company, our Directors or the other parties involved in the [REDACTED] can accept responsibility for any tax effect on, or liabilities of, holders of Shares resulting from their subscription for, purchase, holding, disposal of or dealing in Shares or exercising any rights attaching to them.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

14. Miscellaneous

Save as disclosed in this document:

- (a) within the two years immediately preceding the date of this document:
 - (i) no share or loan capital of our Company or any of our subsidiaries has been allotted and issued, agree to be allotted and issued or is proposed to be allotted and issued fully or partly paid either for cash or for a consideration other than cash;
 - (ii) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries;
 - (iii) no commission has been paid or payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any Shares; and
 - (iv) no founder, management or deferred shares of our Company have been allotted and issued or agreed to be allotted and issued;
- (b) no share, warrant or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
- (c) our Directors confirm that, up to the Latest Practicable Date, there has been no material adverse change in the financial or trading position or prospects of our Group since 31 March 2026, being the date on which the latest audited financial information of our Group was reported in the Accountants' Report set out in Appendix I to this document;
- (d) our Directors confirm that our Company has no outstanding convertible debt securities or debentures;
- (e) our Directors confirm that there has not been any interruption in the business of our Group which may have or have had a significant effect on the financial position of our Group in the 24 months immediately preceding the date of this document.

15. Bilingual document

Pursuant to section 4 of the Companies (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong), the English language and Chinese language versions of this document are being published separately.