OUR CONTROLLING SHAREHOLDERS

Immediately prior to completion of the **[REDACTED]** and the **[REDACTED]**, (i) Mr. Zhong Jian, through Fuyuan BVI (a company wholly-owned by him), was interested in 78.7% of the issued share capital of our Company; (ii) Ms. Luo Xinyan, through Xiufei BVI (a corporation controlled by her by virtue of her 42.2% shareholding), was interested in 17.1% of the issued share capital of our Company; and (iii) by virtue of their spousal relationship, each of Mr. Zhong Jian and Ms. Luo Xinyan is deemed, under the SFO, to be interested in all the Shares that the other is interested, i.e. 95.8% in aggregate of the issued share capital of our Company.

Immediately following completion of the **[REDACTED]** and the **[REDACTED]** (without taking into account of any Share which may be issued upon exercise of the **[REDACTED]**), (i) Mr. Zhong Jian, through Fuyuan BVI, will be interested in **[REDACTED]**% of the issued share capital of our Company; (ii) Ms. Luo Xinyan, through Xiufei BVI, will be interested in **[REDACTED]**% of the issued share capital of our Company; and (iii) by virtue of their spousal relationship, each of Mr. Zhong Jian and Ms. Luo Xinyan is deemed, under the SFO, to be interested in all the Shares that the other is interested, i.e. **[REDACTED]**% in aggregate of the issued share capital of our Company. As Fuyuan BVI, Mr. Zhong Jian and Ms. Luo Xinyan are entitled to exercise or control the exercise of 30% or more of the voting power of general meetings of our Company following the **[REDACTED]**, each of Fuyuan BVI, Mr. Zhong Jian and Ms. Luo Xinyan, shall be regarded as a Controlling Shareholder upon **[REDACTED]** under the Listing Rules.

Mr. Zhong Jian is our executive Director and also the Chairman. For details, please refer to "Directors and Senior Management — Executive Directors" in this document.

INDEPENDENCE FROM OUR CONTROLLING SHAREHOLDERS

Having considered the following factors, our Directors are satisfied that we are capable of carrying on our business independently from our Controlling Shareholders and their close associates after the **[REDACTED]**.

Management Independence

Our management rests with our Board and senior management. Our Board comprises four executive Directors, namely Mr. Zhong Jian, Mr. Luo Zhiyong, Ms. Wang Huan and Ms. Zhong Xiaojian, and three independent non-executive Directors, namely Ms. Duan Chunlin, Mr. He Jie and Mr. Xie Fang. For details, please refer to "Directors and Senior Management" in this document.

We consider that our Board and senior management are able to function independently from our Controlling Shareholders due to the following reasons:

(a) each Director, including Mr. Zhong Jian, our Controlling Shareholder, is aware of his/her fiduciary duties as a Director which require, among other things, that he/she acts for the benefit and in the best interest of our Company and does not allow any conflict between his/her duties as a Director and his/her personal interests;

(b) our Board consists of three independent non-executive Directors and there will be sufficiently robust and independent voice within our Board to counter-balance any situation involving conflict of interest and protect the interests of our independent Shareholders;

(c) the management, operation and affairs of our Group are headed, managed and supervised by our Board as a whole and not by any individual Directors. According to the Articles, our Board must act collectively by a majority decision, and no individual Director is allowed to transact or make any decision for and on behalf of our Company alone unless he is authorised by our Board or in accordance with the provisions of the Articles. Any view of a Director will be checked and balanced by the view of other Board member;

(d) in the event that there is a potential conflict arising out of any transaction to be entered into between our Group and our Directors or their respective associates (the "**Conflicting Transaction**"), the interested Director(s) shall abstain from voting at the relevant board meetings of our Company in respect of such transactions, and shall not be counted in forming quorum, unless otherwise permitted under the Articles and/or the Listing Rules. The interested Director(s) shall not attend any independent board committee meetings comprising our independent non-executive Directors only. In the event that there is a Conflicting Transaction which shall be submitted to our independent non-executive Directors for their consideration and approval, they would have sufficient experience and knowledge to oversee such Conflicting Transaction from different aspects;

(e) our Company has also established internal control mechanism to identify related party transactions and/or connected transactions that are subject to the requirements under the Listing Rules, including the requirements of reporting, announcement, circular and independent Shareholders' approval (where appropriate);

(f) in order to allow the non-conflicting members of our Board to function properly and make informed decision with the necessary professional advice, our Company will engage third party professional advisor(s) to advise our Board when necessary, depending on the nature and significance of the Conflicting Transaction;

(g) our Controlling Shareholders have undertaken to provide all information requested by our Group which is necessary for the annual review conducted by the independent non-executive Directors and the enforcement of the Deed of Non-Competition;

(h) our independent non-executive Directors will, based on the information available to them, (i) review on annual basis compliance with the Deed of Non-Competition; (ii) review all the decisions taken in relation to whether to pursue the new opportunity under the Deed of Non-Competition, and (iii) disclose all decisions on the matters pertaining to the annual review either through the annual report or by way of announcement to the public; and

(i) our Company has established corporate governance procedures in safeguarding the interests of our Shareholders and enhancing our Shareholders' value. For details, please refer to "Corporate governance measures" below in this section.

Having considered the above factors, our Directors are satisfied that they are able to perform their roles as our Directors and manage the business of the Group independently from our Controlling Shareholders and their respective close associates after the **[REDACTED]**.

Operational Independence

We make business decisions independently. Our Directors consider that we will continue to be operationally independent from our Controlling Shareholders and their respective associates after the **[REDACTED]** due to the following reasons:

(a) we hold all licences that are material to the operation of our business and have sufficient capital, equipment and employees to operate our business independently;

(b) we have our own operational and administrative resources and we do not share such resources with our Controlling Shareholders and their respective associates or other companies controlled by our Controlling Shareholders and their respective associates;

(c) we have our own organisational and corporate governance structure and has established our own accounting, legal and human resources departments;

(d) we have established a set of internal control measures to facilitate the effective operation of our business;

(e) we have independent access to customers and suppliers;

(f) we [have established] our investment committee which assesses business opportunities and makes investment decisions; and

(g) each of our Controlling Shareholders and their respective associates has no relationship with our five largest customers and five largest major suppliers in each year during the Track Record Period of our Group (other than the business contracts in the ordinary and usual course of business of our Group) during the Track Record Period.

Financial Independence

During the Track Record Period, our Group had obtained borrowings secured by personal guarantees from our Controlling Shareholders and our executive Directors. All the personal guarantees given by our Controlling Shareholders and our executive Directors will be released on or before the **[REDACTED]** and replaced by corporate guarantees from our Group.

Save as disclosed in this section and the section headed "Financial Information — Indebtedness — Bank borrowings" in this document, our Directors confirm that as at the Latest Practicable Date, our Controlling Shareholders have not provided any other guarantee or loan to our Group.

Our Board believes that we are able to operate financially independent from our Controlling Shareholders and their associates due to the following reasons:

(a) we have an independent financial, internal control and accounting system, accounting and finance department, independent treasury function for cash receipts and payments, and we make financial decisions independently according to our Group's own business and operation needs;

(b) in view of our Group's internal resources and the estimated net **[REDACTED]** from the **[REDACTED]**, our Directors believe that our Group has sufficient capital for its financial needs without dependence on our Controlling Shareholders;

(c) upon the **[REDACTED]**, our Group is capable of obtaining financing from external sources independently without the need of any guarantee or security provided by our Controlling Shareholders and their respective close associates;

(d) we have independent access to third party financing on market terms and conditions for our business operations as and when required; and

(e) we have independent bank accounts and do not share any of our bank accounts, loan facilities or credit facilities with our Controlling Shareholders or their close associates.

DEED OF NON-COMPETITION

Our Controlling Shareholders [have] entered into the Deed of Non-Competition in favour of our Company (for ourselves and as trustee for each of our subsidiaries from time to time), under which each of our Controlling Shareholders has undertaken to our Company that they shall not, and shall procure their respective close associates (other than members of our Group) not to, during the Restricted Period (as defined below), directly or indirectly, either on own account, in conjunction with, on behalf of, or through any person, firm or company, among other things, carry on, participate or be interested, engaged or otherwise involved in or acquire or hold (in each case whether as a shareholder, partner, agent or otherwise and whether for profit, reward or otherwise) any business which is similar to or competes or is likely to compete directly or indirectly with the business engaged by our Group (including but not limited to providing (i) integrated marketing services, (ii) marketing technology services and (iii) advertising marketing services), and any other new business which our Group may undertake, in PRC or elsewhere, from time to time after the **[REDACTED]** (the "**Restricted Business**").

The undertaking given by our Controlling Shareholders under the Deed of Non-Competition does not apply to:

(a) the holding of, or interests in, the shares of any members of our Group; and

(b) the holding of, or interests in, the shares of a company (other than member of our Group):

(i) whose shares are **[REDACTED]** on a recognised stock market (as defined under the SFO) provided that the total number of shares held by the relevant Controlling Shareholder and/or its/his/her close associates does not exceed 5% of the issued shares of that class of the company in question, and such Controlling Shareholder and its/his/her respective close associates would not participate in or be otherwise involved in the management of the company in question; or

(ii) whose revenue of the Restricted Business accounts for less than 5% of that company's or group of companies' consolidated revenue, as shown in its/their audited accounts.

The Deed of Non-Competition will become effective upon the **[REDACTED]** becoming unconditional and remain in effect during the period (the "**Restricted Period**") from the **[REDACTED]** until the earlier of the date on which:

(a) our Shares cease to be **[REDACTED]** on the Stock Exchange; or

(b) our Controlling Shareholders, together with their respective close associates (other than members of our Group), cease to be the controlling shareholders (as defined under the Listing Rules) of our Company.

Each of our Controlling Shareholders has further undertaken, during the Restricted Period, to refer or procure to refer any business investment or other commercial opportunity relating to the Restricted Business (the "**New Opportunity**") identified by or offered to our Controlling Shareholders and/or any of their respective close associates (other than members of our Group) (the "**Offeror**") to our Group in the following manner:

(a) our Controlling Shareholders shall, and shall procure their respective close associates (other than members of our Group) to, promptly refer, or procure the referral of, the New Opportunity to our Group by giving written notice to our Company containing all information reasonably necessary for our Group to consider whether (i) the New Opportunity would constitute the Restricted Business; and (ii) it is in the interest of our Group to pursue the New Opportunity, including but not limited to the nature of the New Opportunity and the details of the investment or acquisition costs (the "**Offer Notice**");

(b) our Company shall, within ten business days from our Company's receipt of the Offer Notice, reply to the Offeror stating whether (i) the New Opportunity constitutes Restricted Business and (ii) our Group is interested in pursuing the New Opportunity (the "**Reply**");

(c) in the event that our Group is interested in pursuing the New Opportunity, the Offeror shall use its/his best endeavours to procure such New Opportunity to be offered to our Group on terms no less favourable than the terms on which such opportunity is offered to the Offeror;

(d) in the event that our Group declined the New Opportunity but indicated in the Reply that the New Opportunity constitutes Restricted Business, the Offeror shall not invest or otherwise participate in the New Opportunity; and

(e) in the event that we indicated in the Reply that the New Opportunity does not constitute Restricted Business or we failed to provide our Reply within ten business days from our Company's receipt of the Offer Notice, the Offeror may invest or otherwise participate in the New Opportunity.

Upon receipt of the Offer Notice, we will seek opinions and decisions from a committee of our Board consisting only our independent non-executive Directors as to whether (i) the New Opportunity constitutes Restricted Business; (ii) it is in the interest of our Company and our Shareholders as a whole to take up the New Opportunity; and (iii) to take up or decline the New Opportunity.

With a view to avoid competition of businesses between our Group and our Controlling Shareholders, our independent non-executive Directors will review the compliance with and enforcement of the Deed of Non-Competition at least on an annual basis and the results of such review will be included in our annual report.

Each of our Controlling Shareholders has further undertaken to promptly:

(a) provide all relevant information for review by our independent non-executive Directors for compliance with and enforcement of the Deed of Non-Competition;

(b) allow or procure to allow, subject to confidentiality restrictions imposed by any third party, our representatives, our auditors and our **[REDACTED]** (if necessary) to have access to their business, financial and/or corporate records as may be necessary for our independent non-executive Directors to determine whether our Controlling Shareholders and their respective close associates (other than members of our Group) have complied with the Deed of Non-Competition;

(c) make an annual declaration to be included in our annual report on compliance with and enforcement of the Deed of Non-Competition in accordance with the Listing Rules;

(d) address such other enquiries as may be made by the Stock Exchange, the SFC, any other regulatory bodies or our Company from time to time; and

(e) comply with the requirements under the relevant laws, rules and regulations of the Stock Exchange and the regulatory bodies having jurisdiction over our Company from time to time in connection with the Deed of Non-Competition and to do all such acts to facilitate our Company to comply with the same.

Our Controlling Shareholders have further jointly and severally undertaken that they will not, and will procure their respective close associates not to:

(a) directly or indirectly, solicit, interfere with or entice away from any member of our Group, any natural person, legal entity, enterprise or otherwise who, to any of our Controlling Shareholders' knowledge, as at the date of such solicitation, interference or enticing, is or, within a year thereof, was a customer, supplier, distributor or employee (of managerial grade or higher) of any member of our Group; or

(b) make use of any information pertaining to the business of our Group which may have come to its/his knowledge in its/his capacity as a Controlling Shareholder or otherwise for any purpose of engaging, investing or participating in any Restricted Business.

DISCLOSURE UNDER RULE 8.10 OF THE LISTING RULES

Each of our Controlling Shareholders confirms that, as of the Latest Practicable Date, he or it did not have any interest in a business, apart from the business of our Group, which competes or is likely to compete, directly or indirectly, with our business that would require disclosure under Rule 8.10 of the Listing Rules.

CORPORATE GOVERNANCE MEASURES

Our Company and Directors recognise the importance of protecting the rights and interests of all Shareholders, including the rights and interests of our minority Shareholders.

We have adopted the following measures to ensure good corporate governance standards and to avoid potential conflicts of interest between our Group and our Controlling Shareholders:

(a) where a Shareholders' meeting is to be held for considering proposed transactions in which our Controlling Shareholders or any of their respective associates have a material interest, the relevant Controlling Shareholders or associates will not vote on the relevant resolutions;

(b) our Company has established internal control mechanisms to identify connected transactions. Upon the **[REDACTED]**, if our Company enters into connected transactions with our Controlling Shareholders or any of their associates, our Company will comply with the applicable Listing Rules;

(c) the independent non-executive Directors will review, on an annual basis, whether there are any conflicts of interests between the Group and our Controlling Shareholders and provide impartial and professional advice to protect the interests of our minority Shareholders;

(d) our Controlling Shareholders will undertake to provide all information necessary, including all relevant financial, operational and market information and any other necessary information as required by the independent non-executive Directors for the purpose of their annual review;

(e) our Company will disclose decisions on matters reviewed by the independent non-executive Directors either in its annual reports or by way of announcements as required by the Listing Rules;

(f) where our Directors reasonably request the advice of independent professionals, such as financial advisors, the appointment of such independent professionals will be made at our Company's expense;

(g) we have appointed **[REDACTED]** as our **[REDACTED]** to provide advice and guidance to us in respect of compliance with the applicable laws and regulations, as well as the Listing Rules, including various requirements relating to corporate governance; and

(h) we [have established] our Audit Committee, Nomination Committee and Remuneration Committee with written terms of reference in compliance with the Listing Rules and the Corporate Governance Code in Appendix C1 to the Listing Rules.

Based on the above, our Directors believe that sufficient corporate governance measures have been put in place to manage conflicts of interest between our Group and our Controlling Shareholders, and to protect minority Shareholders' interests after the **[REDACTED]**.