This Appendix is mainly providing investors with an overview on the Articles of Association of our Company. The following information is only a summary, not covering all the information that may be material to investors.

SHARES AND REGISTERED CAPITAL

The issuance of the shares of our Company shall be conducted in the principle of fairness and justness, and each share of the same class shall be entitled to equal rights. For shares issued at the same time and within the same class, it shall be issued in the same conditions and price; and subscribers shall pay the same price for each share they subscribe. The domestic unlisted shares issued by our Company shall be deposited at a domestic securities depository and settlement agency. The overseas listed shares issued by our Company may be deposited in accordance with applicable laws of Hong Kong and the general practice of securities registration and depository, and may be held by the Shareholder in the name of an individual.

INCREASE/DECREASE, REPURCHASE AND TRANSFER OF SHARES

Increase/Decrease of Shares

According to the needs for the operation and development of our Company, and subject to applicable laws, administrative regulations, departmental rules, normative documents, Listing Rules, and requirements by relevant regulatory authorities upon respective resolution by a Shareholders' meeting, our Company may increase its registered capital by any of the following means:

(1) public offering of shares;

(2) non-public offering of shares;

(3) distribution of bonus shares to existing Shareholders;

(4) converting the reserved funds into share capital; or

(5) other means stipulated by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and approved by or filed with the relevant domestic and overseas securities regulatory authorities.

To reduce its registered capital, our Company shall proceed in compliance with the PRC Company Law, the Listing Rules, other relevant applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association.

Repurchase of Shares

In any of the following circumstances, our Company may repurchase its issued shares in accordance with the PRC Company Law, the Listing Rules and other relevant applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association and subject to the registration or filing with the relevant domestic and overseas securities regulatory authorities:

(1) reducing the registered capital of our Company;

(2) merging with another company holding shares of our Company;

(3) using shares for stock incentive plans and employee stock plans;

(4) acquiring the shares of Shareholders who vote against any resolution adopted at the Shareholders' meeting on the merger or demerger of our Company and request our Company to acquire their shares;

(5) using shares for converting corporate bonds issued by our Company convertible into shares;

(6) as required for our Company to maintain corporate value and Shareholders' interests; or

(7) other circumstances approved by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and regulatory authorities.

Any repurchase under circumstances (3), (5) or (6) above, subject to the requirements of the Listing Rules and the regulatory rules and guidelines of the Hong Kong Stock Exchange, shall be conducted through open and centralized trading.

A resolution of a Shareholders' meeting is required for repurchasing shares under circumstances (1) or (2) above. In accordance with the provisions of the Articles of Association or the authorization of the Shareholders' meeting, repurchase of shares under circumstances (3), (5) or (6) above may be resolved by a resolution of a meeting of the Board with a quorum of more than two-thirds of Directors, unless otherwise provided by the Listing Rules. In compliance with securities regulatory provisions of the stock exchange listing venue, the shares acquired under the above circumstance (1), shall be de-registered within ten days from the date of repurchase; the shares acquired under the above circumstances (2) or (4), shall be transferred or de-registered within six months; and the shares acquired under the above circumstances (3), (5) or (6), shall be transferred or de-registered within three years, and the shares held in total by our Company shall not exceed 10% of total shares issued by our Company. Where applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and domestic and overseas securities regulatory authorities provide otherwise regarding the relevant matters involved in the aforementioned share repurchase, those provisions shall prevail.

Where our Company acquires its own shares, it shall fulfill its information disclosure obligations in accordance with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the relevant requirements of domestic and overseas securities regulatory authorities.

Transfer of Shares

Unless otherwise required by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association, the fully paid shares of our Company may be transferred freely. The transfer of overseas listed shares shall be registered with the local Hong Kong share registrar entrusted by our Company.

Shares issued by our Company prior to the [**REDACTED**] shall not be transferred within one year from the date our Company's shares are listed and traded on the Hong Kong Stock Exchange.

The Directors and senior management of our Company shall report their shareholding in our Company and changes thereof to our Company, and during their tenure determined at the time of taking office, the shares transferred by them each year shall not exceed 25% of the total number of Company shares held by them; the shares held by them shall not be transferred within one year from the date when the shares of our Company are listed and traded; within half a year from departure from our Company, the aforesaid persons shall not transfer our Company shares held by them. If applicable laws, administrative regulations, departmental rules, normative documents and securities regulatory provisions of the stock exchange listing venue provide otherwise, such rules shall apply in the principle of strictness.

All transfers of overseas listed shares shall adopt the written transfer instrument in general or common format or any other form acceptable to the Board (including the standard transfer format or transfer form prescribed by Hong Kong Stock Exchange from time to time) or a form permitted by applicable laws, administrative regulations, department rules, regulatory documents, or securities regulatory rules of the place where the shares are listed; the written transfer documents may only be manually signed with signatures, or (if the transferor or the transferee is a corporation) stamped with valid seals. If the transferor or transferee of the shares of our Company is a recognized clearing house or its nominee as defined by the relevant regulations in force from time to time under the laws of Hong Kong, the written transfer documents may be signed by hand or machine printing. All transfer documents must be placed at the legal address of our Company, the address of the transfer office or such other place as the Board may designate from time to time. If our Company refuses to register the transfer of shares, our Company shall, within two months from the date of the formal application for transfer, provide the transferor and transferee with a notice of refusal to register the transfer of the shares.

SHAREHOLDERS AND SHAREHOLDERS' MEETING

Shareholders

Our Company establishes its register of Shareholders based on certificates provided by the securities registrar and the register of Shareholders shall be the prima facie evidence of share ownership, unless there is evidence to the contrary. Shareholders enjoy rights and assume obligations according to the class of shares they hold; each share of the same class shall bear the same rights and obligations.

The Shareholders of our Company shall be entitled to the following rights:

(1) receiving dividends and other forms of interest distribution in proportion to their shareholdings;

(2) requiring, convening, chairing, attending by person or by proxy a Shareholders' meeting pursuant to the laws, and exercising the relevant speaking right, inquiry right and voting right at the meeting (except for waiver of voting right required by the securities regulatory rules in the jurisdiction where our Company's shares are listed);

(3) supervising, presenting suggestions on or making inquiries about the business operation of our Company;

(4) transferring, gifting or pledging the shares held by them, in accordance with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association;

(5) accessing and replicating the Articles of Association, the register of Shareholders, minutes of Shareholders' meeting, resolutions of Board and publicly disclosed financial data and accounting reports;

(6) participating in the distribution of residual assets of our Company in proportion to their shareholdings, upon termination or liquidation of our Company;

(7) for Shareholders who vote against any resolution adopted at the Shareholders' meeting on the merger or demerger of our Company, requesting our Company to acquire its shares; and

(8) any other rights stipulated by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue or the Articles of Association.

In the event that any resolution by the Shareholders' meeting or the Board meeting violates applicable laws and administrative regulations, the Shareholders may request people's court to invalidate such a resolution. In the event that the convening procedures or voting means of the Shareholders' meeting or the Board meeting violate applicable laws, administrative regulations or the Articles of Association, or any resolution violates the Articles of Association, Shareholders may request people's court to withdraw such resolution within sixty days from the date of resolution, unless there are only minor defects in the convening procedures or voting means of the Shareholders' meeting or the Board meeting, which do not have a material impact on the resolutions.

The Shareholders of our Company shall undertake the following obligations:

(1) abiding by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association;

(2) making payment according to the number of shares subscribed for and the manners of subscription;

(3) not withdrawing the shares, unless otherwise stipulated by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association;

(4) not abusing Shareholder's rights to harm the interests of our Company or other Shareholders; not abusing the independent legal person status of our Company and the limited liability of Shareholders to harm the interests of our Company's creditors; and

(5) any other obligations stipulated by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association.

Any Shareholder who abuses Shareholder's rights causing losses to our Company or other Shareholders shall be liable for compensation pursuant to the laws. Any Shareholder who abuses the independent legal person status of our Company and the limited liability of Shareholders to evade debts and severely infringe upon the interests of our Company's creditors shall be held jointly and severally liable for our Company's debts.

The controlling Shareholder or actual controller of our Company shall not utilize its connected relationship against the interests of our Company, or else shall compensate our Company for any loss incurred.

General Rules for Shareholders' Meetings

The Shareholders' meeting is the organ of authority of our Company, and shall duly exercise the following functions and powers:

(1) to elect and remove any Director (not including employee representative(s)) and to determine the remuneration of the relevant Directors;

(2) to review and approve the reports of the Board;

(3) to review and approve our Company's profit distribution plans and loss recovery plans;

(4) to resolve on our Company's increase/decrease of registered capital;

(5) to resolve on our Company's issuance of bonds or any class of shares, warrants and other similar securities as well as the [**REDACTED**];

(6) to resolve on our Company's merger, division, spin-off, dissolution, liquidation or change of its corporate form;

(7) to amend the Articles of Association;

(8) to decide on the engagement or dismissal of the accounting firm and the audit fee of the accounting firm;

(9) to review and approve the motions proposed by Shareholder(s) individually or jointly holding at least 1% voting shares of our Company;

(10) to review and approve the relevant transactions and guarantee matters required to be resolved by the Shareholders' meeting as specifically provided in the Articles of Association;

(11) to review and approve transactions between our Company and its connected persons that meet the requirements for approval by the Shareholders' meeting under Listing Rules;

(12) to review and approve our Company's purchase or disposals of material assets accumulated within one year in the amount exceeding 30% of the latest audited total assets of our Company;

(13) to review and approve the change in the use of raised [**REDACTED**];

(14) to review and approve the stock incentive plans and employee stock plans;

(15) to adopt resolutions on certain acquisition of our Company's own shares by itself due to the circumstances as specifically provided in the Articles of Association; and

(16) other matters to be decided by Shareholders' meeting under applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association.

There are two types of Shareholders' meetings, namely annual Shareholders' meeting and extraordinary Shareholders' meeting. The annual Shareholders' meeting shall be convened once a year and shall be held within six months from the end of last accounting year.

The extraordinary Shareholders' meeting shall be convened within two months from the date of occurrence of any of the following events:

(1) the number of Directors is less than two-thirds of the quorum required by the PRC Company Law, or less than two-thirds of the quorum required by the Articles of Association;

(2) the outstanding losses of our Company account for one-third of our Company's total share capital;

(3) Shareholder(s) individually or jointly holding at least 10% shares of our Company send(s) a written request for meeting;

(4) the Board deems necessary;

(5) the Audit Committee proposes to convene the meeting;

(6) more than two independent non-executive Directors propose to convene the meeting; or

(7) other circumstances under applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue or the Articles of Association.

The motions proposed by the convener shall be included in the agenda of the Shareholders' meeting under circumstances (3), (4), (5), or (6) above.

Convening of Shareholders' Meetings

Independent non-executive Directors may propose to convene an extraordinary Shareholders' meeting. In accordance with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association, the Board shall provide written feedback on whether to agree or disagree with the proposal to convene such extraordinary Shareholders' meeting within ten days after receiving the proposal. In the event the Board agrees to convene an extraordinary Shareholders' meeting, the Board shall issue an extraordinary Shareholders' meeting notice within five days of making its resolutions. In the event that the Board declines to convene an extraordinary Shareholders' meeting, the Board shall specify the reasons and make an announcement.

The Audit Committee may propose in writing to convene an extraordinary Shareholders' meeting. In accordance with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association, the Board shall provide written feedback on whether to agree or disagree with the proposal to convene such extraordinary Shareholders' meeting within ten days after receiving the proposal. In the event the Board agrees to convene an extraordinary Shareholders' meeting, the Board shall issue an extraordinary Shareholders' meeting notice within five days of making its resolutions, and any changes to the original proposal in such notice shall be agreed upon by the Audit Committee. In the event that the Board declines to convene an extraordinary Shareholders' meeting or fails to respond within ten days, it shall be deemed to be unable or to fail to fulfill its duty to convene a Shareholders' meeting and then the Audit Committee may convene and preside over the meeting on its own.

Shareholder(s) individually or jointly holding 10% or more of shares may request in writing to convene an extraordinary Shareholders' meeting to the Board and specify the subject of the meeting. In accordance with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue, the Articles of Association and the relevant rules of procedure for the meeting, the Board shall provide written feedback on whether to agree or disagree with the request to convene such extraordinary Shareholders' meeting within ten days after receiving the request. In the event the Board agrees to convene an extraordinary Shareholders' meeting, the Board shall issue an extraordinary Shareholders' meeting notice within five days of making its resolutions, and any changes to the original request in such notice shall be agreed upon by the requesting Shareholder(s). In the event that the Board declines to convene an extraordinary Shareholders' meeting or fails to respond in writing within ten days after receiving the request, Shareholder(s) individually or jointly holding 10% or more of shares may request in writing to convene an extraordinary Shareholders' meeting to the Audit Committee. In the event the Audit Committee agrees to convene an extraordinary Shareholders' meeting, the Audit Committee shall issue an extraordinary Shareholders' meeting notice within five days of receiving such request, and any changes to the original request in such notice shall be agreed upon by the requesting Shareholder(s). In the event that the Audit Committee fails to issue the notice within the time limit, it shall be deemed to fail to convene and chair a Shareholders' meeting, and then the Shareholder(s) individually or collectively holding 10% or more of shares for at least ninety consecutive days may convene and chair the meeting on its/their own.

In the event of the Audit Committee or the Shareholder(s) convening and holding a Shareholders' meeting on its/their own, the necessary expenses incurred for such meeting shall be borne by our Company, which may be recovered by deducting the amount from any sums due to any defaulting director(s) by our Company.

Notice of Shareholders' Meetings

To hold an annual Shareholders' meeting, the convener shall notify all Shareholders by announcement twenty-one days in advance. To hold an extraordinary Shareholders' meeting, the convener shall notify all Shareholders by announcement ten business days or fifteen days (whichever is longer) in advance. If applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association provide otherwise, such rules shall apply. The period shall exclude the date on which the meeting is convened.

The notice of Shareholders' meeting shall be made in writing (including paper documents or electronic documents that meet the requirements of the relevant regulatory rules of the listing venue) and include the following:

(1) the time, place and duration of meeting;

(2) convening method of the meeting;

(3) matters and proposals submitted to the meeting for review;

(4) If any Director or senior officer has a material interest in the matter to be discussed at the meeting, the nature and degree of interest shall be disclosed; if the influence of the matter to be discussed on such a Director or senior officer in their capacity as Shareholders is different from the influence on other Shareholders, such difference shall be explained;

(5) meeting materials necessary for Shareholder's voting;

(6) explain in conspicuous words that all Shareholders have the right to attend the Shareholders' meeting and may appoint a proxy in writing to attend the meeting and participate in the vote, and the Shareholder proxy need not be a Shareholder of our Company;

(7) state the time and address of delivery of the power of attorney for the voting proxy;

(8) share registration date of the Shareholders entitled to attend the Shareholders' meeting;

(9) the convener and chair of a meeting, the proposer of an extraordinary Shareholders' meeting and the proposer's written proposal;

(10) name and telephone number of the permanent contact person for conference affairs;

(11) time and voting procedures for online or other method of voting; and

(12) the notice and supplementary notice shall contain information as required by Listing Rules and the Articles of Association and shall fully, completely and accurately disclose the specific contents of all proposals and all the information or explanations necessary for the Shareholders to make reasonable judgment on the proposed matters. In case the opinions of independent non-executive Directors are necessary for matters to be discussed, the opinions and reasons given by independent non-executive Directors shall be disclosed at the same time when the Shareholders' meeting notice or supplementary notice is issued.

Proposals at Shareholders' Meetings

When our Company convenes a Shareholders' meeting, the Shareholder(s) individually or jointly holding 1% or more of shares of our Company are entitled to put forward new proposals to our Company and submit them in writing to the convener ten days in advance, and the convener of the Shareholders' meeting shall issue a supplemental notice of Shareholders' meeting, announcing the contents of the new proposals, within two days after receiving such proposals, and include the matters in the new proposals that fall within the scope of authorities of the Shareholders' meeting in the agenda of the meeting and submit the same to the Shareholders' meeting for deliberation.

Proxy at Shareholders' Meetings

A Shareholder may appoint one or more persons (such persons need not be Shareholders) as proxies to attend and vote within the authorization scope on the Shareholders behalf.

The power of attorney issued by any Shareholder for appointing a proxy to attend the Shareholders' meeting shall include the instructions to vote for, vote against or abstain from each matter to be discussed as listed in the agenda of the Shareholders' meeting. Such power of attorney shall specify whether the proxy may vote at his/her own discretion in absence of instructions from the Shareholder. If it is not specified, it shall be deemed that the proxy is entitled to vote at his/her own discretion.

Where the appointing Shareholder dies, loses the capacity to act, withdraws the power of attorney, withdraws the authorization to sign the power of attorney or where the relevant shares have been assigned before voting, the vote made by the proxy so appointed shall be still valid, as long as our Company did not receive a notice in writing of such events before meeting.

Resolutions of Shareholders' Meetings

There are two kinds of resolutions made at Shareholders' meeting, namely ordinary resolutions and special resolutions. Ordinary resolutions shall be approved by more than half of voting rights held by the Shareholders (including proxies) attending the Shareholders' meeting. Special resolutions shall be approved by above two-thirds of the voting rights held by Shareholders (including proxies) attending the Shareholders' meeting.

A Shareholder or proxy shall exercise its voting rights pertaining to the voting shares held by it when voting at Shareholders' meeting, and each share shall have one vote. When voting on shares, Shareholders (including their proxies) with two or more voting rights are not required to cast all their votes in favor, against or in abstention on a proposal. Where a shareholder (including the proxy of a shareholder) voluntarily waives all or part of the voting rights corresponding to the shares he/she holds, the shares corresponding to the voting rights waived shall not be voted and the number of shares corresponding to the voting rights waived shall not be included in the total number of valid votes. However, there is no voting rights attached to the shares held by our Company, and such portion of shares shall not be included in the total number of shares with voting rights at Shareholders' meeting.

When the matters of connected transactions (as defined in the Listing Rules) are reviewed at Shareholders' meeting, connected Shareholders or their close associates (as defined in the Listing Rules) shall not vote, and the number of voting shares held by them shall not be included in the total number of valid votes. The announcement on resolution of Shareholders' meeting shall fully disclose the voting results of non-connected Shareholders. Before the Shareholders' meeting reviews connected transactions, our Company shall determine the scope of connected Shareholders in accordance with applicable laws, administrative regulations, departmental rules, normative documents, normative documents and securities regulatory provisions of the stock exchange listing venue. Connected Shareholders or their proxies may attend the Shareholders' meeting and express their views to the attending Shareholders in accordance with the meeting procedures.

The following matters shall be approved by ordinary resolutions at the Shareholders' meeting:

(1) the work report of the Board;

(2) the profit distribution plan and plan for covering losses formulated by the Board;

(3) the issuance of bonds, any class of shares, warrants and other similar securities as well as the listing of our Company (provided that such matters have not been delegated to the Board by the Shareholders' meeting);

(4) the election and removal of members of the Board (not being employee representative(s)) and their remunerations and the method of payment thereof;

(5) our Company's annual financial budgets and final accounts plans;

(6) certain acquisition of our Company's own shares by itself due to the circumstances as specifically provided in the Articles of Association;

(7) the relevant transactions and guarantee matters required to be resolved by the Shareholders' meeting as specifically provided in the Articles of Association;

(8) connected transactions between our Company and its connected persons that meet the requirements for approval by the Shareholders' meeting under the Listing Rules;

(9) change in the use of raised proceeds;

(10) the stock incentive plans and employee stock plans; and

(11) other matters to be decided by the Shareholders' meeting other than those required to be approved by a special resolution under applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association.

The following matters shall be approved by special resolutions at the Shareholders' meeting:

(1) the increase or decrease of share capital of our Company;

(2) the division, spin-off, or merger of our Company;

(3) the dissolution or liquidation of our Company;

(4) the amendment to the Articles of Association;

(5) the purchase, disposals of material assets or provision of guarantees accumulated within one year in the amount exceeding 30% of latest audited total assets of our Company; and

(6) any other matters to be approved by extraordinary resolutions as required by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association as well as other matters that are determined by the ordinary resolutions of the Shareholders' meeting to have a significant impact on our Company and require to be approved by special resolutions.

DIRECTORS AND THE BOARD OF DIRECTORS

Directors

The Directors of our Company shall be natural persons.

Directors shall be elected or replaced at Shareholders' meeting, for a tenure of three years. Upon the expiration of his tenure, a Director may be re-elected and serve consecutive terms.

The tenure of a Director shall be from the date of appointment to the expiry of tenure of the current Board. If a Director's tenure expires but an alternate Director is not elected in time, then before the alternate Director holds office, the original Director shall still perform the duties as Director, in accordance with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association.

A Director may propose resignation before expiry of tenure, by filing a resignation report in writing to the Board. The Board will disclose the relevant information within the time limit specified by applicable laws, administrative regulations, departmental rules, normative documents and securities regulatory provisions of the stock exchange listing venue. Directors shall not evade their responsibilities through resignation or other means. If the resignation of a Director causes the number of board members to be less than the quorum, then before the alternate Director holds office, the original Director shall still perform the duties as Director under applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association. Otherwise, a Director's resignation shall be effective from the time such resignation report is delivered to the Board.

Chairman

The Board shall have one chairman and may have vice chairmen, who shall be elected by more than half of Directors.

The chairman of the Board shall exercise the following powers and functions:

(1) leading the Board and ensuring the effective operation of the Board;

(2) presiding over Shareholders' meetings, convening and presiding over Board meetings, formulating and approving the agenda for each Board meeting, taking into account any matters proposed to be added to the agenda by other Directors where appropriate, and ensuring that all Directors at the Board meeting are properly informed of such matters;

(3) supervising and inspecting the implementation of resolutions of the Board;

(4) signing the securities issued by our Company;

(5) signing the important documents of the Board within the scope of authorization by the Board and other documents which shall be signed by the legal representative of our Company, and to exercise the authorities of the legal representative;

(6) ensuring that Directors receive adequate information in a timely manner and that such information is accurate, clear, complete and reliable;

(7) ensuring that appropriate measures are taken to maintain effective liaison with Shareholders and ensuring that Shareholders' opinions can be conveyed to the entire Board;

(8) ensuring that good corporate governance practices and procedures are formulated by our Company;

(9) encouraging dissenting Directors to express their concerned matters, providing adequate time to discuss these matters, and ensuring that the resolutions of the Board can fairly reflect the consensus of the Board;

(10) examining and approving other matters beyond the scope of authorities of the Shareholders' meeting, the Board and the general manager prescribed by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue or the Articles of Association; and

(11) other duties granted by the Board.

Where the chairman is incapable of performing or fails to perform its duties, such duties shall be performed by the vice chairman; where the vice chairman is incapable of performing of fails to perform its duties, such duties shall be performed by a Director jointly elected by a majority of Directors.

Board

Our Company sets up the Board, composed of 11 Directors. Directors of our Company shall be divided into executive Directors, non-executive Directors (including the employee Director(s)) and independent non-executive Directors. The number of independent non-executive Directors shall account for at least one-third of the total number of the Board and shall be no less than three.

The Board shall exercise the following functions and powers:

(1) convening the Shareholders' meeting and submitting work reports to the Shareholders' meetings;

(2) implementing resolutions of the Shareholders' meetings;

(3) determining the operating plans and investment schemes of our Company;

(4) formulating the profit distribution plan and loss makeup plan of our Company;

(5) formulating our Company's plans for increase or decrease of the registered capital, issuance of corporate bonds or other securities, or [**REDACTED**] plans;

(6) reviewing and approving the conversion of the domestic unlisted shares held by the shareholders of our Company into overseas listed shares and the [**REDACTED**] and trading thereof on the Hong Kong Stock Exchange;

(7) contemplating the plans for major acquisitions, share repurchase, merger, division, dissolution or change of corporate form of our Company;

(8) deciding, to the extent authorized by the Shareholders' meeting, our Company's external investment, acquisition and sale of assets, mortgage of assets, external guarantee, entrusted management of wealth, connected transactions, external donations and other matters;

(9) deciding on the setup of internal management bodies of our Company;

(10) deciding on the appointment or dismissal of our Company's senior officers; and deciding on their remuneration, reward and punishment; deciding on the appointment or dismissal of the executive deputy general manager, chief financial officer, and deciding on their remuneration, reward and punishment;

(11) formulating and reviewing the fundamental management systems of our Company as well as business regulation policies and practices;

(12) formulating the stock incentive plans and employee stock plans;

(13) formulating the modification plan of the Articles of Association;

(14) managing the information disclosure of our Company;

(15) proposing to the Shareholders' meeting the engagement or replacement of the accounting firm which provides audit services to our Company;

(16) hearing the work reports by the general manager of our Company and inspecting the work performed by the general manager;

(17) reviewing and supervising of the training and continuing professional development of directors and senior management personnel;

(18) reviewing and supervising our Company's policies and practice in respect of compliance with applicable laws, administrative regulations, departmental rules, normative documents, and securities regulatory rules of the place where the shares are listed;

(19) reviewing Company Compliance with the Code on Corporate Governance (Appendix C1 of the Hong Kong Listing Rules) and Disclosure in the Corporate Governance Reports;

(20) changes in the main business of our Company and access to new business areas;

(21) resolving on certain acquisition of our Company's own shares by itself due to the circumstances as specifically provided in the Articles of Association; and

(22) any other functions and powers granted by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue, the Articles of Association or the Shareholders' meeting.

Upon the consent of more than half of the Board, the chairman may be authorized to exercise certain functions and powers of the Board when it is not in session, which shall be determined by the Board resolutions. However, major matters of our Company shall be decided collectively by the Board. The statutory functions and powers that should be exercised by the Board shall not be delegated to the chairman, the general manager or others.

The Board shall explain to Shareholders' meeting about the non-standard audit opinions issued by the CPA firm against the financial statements of our Company.

The Board may hold two kinds of meetings, namely regular meetings and interim meetings. The Board shall hold at least four regular meetings per year, approximately once every quarter, convened by the chairman. The chairman shall hold at least one meeting annually with the independent non-executive Directors without the presence of other Directors. The notice and relevant documents for the regular meeting shall be delivered to all Directors at least fourteen days prior to the date of regular meetings (excluding the day on which the meeting is held) for the purpose of enabling all Directors to attend the meeting.

The notice of interim meetings shall be sent to all Directors five days prior to the date of interim meetings by fax, e-mail, or other means. In an emergency requiring the Board to hold an interim meeting as soon as possible, the notice of meeting may be given by telephone or other oral means, provided that the convener shall make explanations at the meeting. With the consent of all Directors of our Company, the notification time limit specified as the foregoing may be waived.

A meeting of the Board may not be held without more than half of Directors being present. To determine whether a quorum of the meeting exists, any Director who or whose close associates (as defined in the Listing Rules) has an interest in or has a connection with any matter to be resolved at the meeting or is required to abstain from voting according to the Listing Rules shall not be counted.

Every Director may cast one vote. A motion at the meeting of the Board may be passed as resolution by a simple majority of all Directors unless otherwise required by the Articles of Association, and any Director who or whose close associates (as defined in the Listing Rules) has an interest in or has a connection with any matter to be resolved at the meeting, or is required to abstain from voting according to the Listing Rules shall abstain from voting, nor shall they exercise voting rights on behalf of other Directors. Where the number of directors who are not related directors attending the meeting is less than three persons, such proposal shall not be voted on and the matter shall be submitted to the board of shareholders for deliberation.

Where there is a tie of votes cast both for and against a resolution, the chairman shall have the right to cast one more vote.

Directors shall attend Board meetings in person or actively participate in Board meetings through electronic means. A Director who is unable to attend a meeting for any reason shall appoint another Director to attend a Board meeting on its behalf in writing, and the appointed Director shall issue the power of attorney to the Board. The appointed Director shall exercise the rights as Director within the scope of authorization. The failure of a Director to attend a Board meeting in person or by proxy shall be deemed as forfeiting his/her voting rights at such meeting.

Board Special Committees

Audit Committee

The Board shall establish an Audit Committee to exercise the powers and functions of the supervisory committee as prescribed by the PRC Company Law. The Audit Committee shall comprise at least three members, all of whom must be non-executive Directors and may not serve as senior management of our Company. A majority shall be independent non-executive Directors, and at least one member shall be an independent non-executive Director who possesses either (i) an appropriate professional qualification recognized under the Hong Kong Listing Rules or (ii) appropriate accounting or related financial-management expertise. The chairman must be an independent non-executive Director. In addition, more than half of the members may not hold any position in our Company other than that of Director and may not have any relationship with our Company that could affect their independent and objective judgment. Employee-representative Directors on the Board may serve on the Audit Committee. A former partner of our Company's current external auditor is ineligible to serve on the Audit Committee for two years from the later of (1) the date he or she ceased to be a partner of the audit firm, or (2) the date he or she no longer holds any financial interest in the firm.

The Audit Committee is responsible for reviewing our Company's financial information and its disclosure, supervising and evaluating the work of both internal and external auditors, and assessing internal controls. The following matters shall be approved by a majority of all Audit Committee members before being submitted to the Board for consideration:

(1) the disclosure of financial information in financial statements and periodic reports, as well as internal-control evaluation reports;

(2) the appointment or dismissal of the accounting firm engaged to perform our Company's audit;

(3) the appointment or dismissal of the chief financial officer;

(4) changes in accounting policies or estimates, or corrections of material accounting errors, other than those resulting from changes in accounting standards;

(5) any other matters required by applicable laws, administrative regulations, departmental rules, normative documents, securities-regulatory rules of the place where our Company's shares are listed, the Articles of Association, or domestic and foreign securities regulators.

The Audit Committee shall meet at least once each quarter. Extraordinary meetings may be convened upon the request of two or more members or whenever the convener deems it necessary. An Audit Committee meeting may be held only when at least two-thirds of its members are present, one of whom must be an independent non-executive Director. Resolutions of the Audit Committee shall be adopted by a simple majority of its members. Each member is entitled to one vote. Minutes of the meeting shall be prepared in accordance with applicable requirements and signed by all attending members. The Board shall adopt detailed rules governing the Audit Committee's work.

Nomination Committee and Remuneration Committee

The Board shall establish a Nomination Committee and a Remuneration Committee, which shall perform their duties in accordance with the Articles of Association and the Board's authorisation. Proposals adopted by these committees shall be submitted to the Board for decision. The Board shall adopt detailed rules governing each committee's work.

The Nomination Committee shall be chaired by the Chairman of the Board or an independent non-executive Director; a majority of its members shall be independent non-executive Directors and it shall include at least one Director of a different gender.

The Remuneration Committee shall be chaired by an independent non-executive Director; a majority of its members shall be independent non-executive Directors.

The Nomination Committee is responsible for establishing selection criteria and procedures for Directors and senior management, identifying and reviewing candidates and their qualifications, and making recommendations to the Board on:

(1) the nomination or removal of Directors;

(2) the appointment or dismissal of senior management;

(3) any other matters required by applicable laws, administrative regulations, departmental rules, normative documents, securities-regulatory rules of the place where our Company's shares are listed, or the Articles of Association.

Where the Board does not adopt, or only partially adopts, the Nomination Committee's recommendations, the Board resolution must set out the committee's views and the specific reasons for non-adoption, and such information must be disclosed.

The Remuneration Committee is responsible for formulating performance-evaluation standards for Directors and senior management, conducting such evaluations, and designing, reviewing and recommending policies and procedures governing remuneration decisions, payment and claw-back arrangements. It shall advise the Board on:

(1) the remuneration of Directors and senior management;

(2) the adoption or amendment of equity-incentive plans or employee-share-ownership plans, and the fulfilment of conditions for the grant or exercise of benefits under such plans;

(3) arrangements for Directors and senior management to hold shares in a subsidiary proposed to be spun off;

(4) any other matters required by applicable laws, administrative regulations, departmental rules, normative documents, securities-regulatory rules of the place where our Company's shares are listed, or the Articles of Association.

Where the Board does not adopt, or only partially adopts, the Remuneration Committee's recommendations, the Board resolution must set out the committee's views and the specific reasons for non-adoption, and such information must be disclosed.

Senior Management

Our Company shall have one general manager, to be appointed or dismissed by the Board. Our Company may appoint one or more Deputy General Managers; upon nomination by the General Manager, the Board shall decide on their appointment or dismissal. Deputy General Managers shall assist the General Manager in handling our Company's affairs.

The term of office of the general manager shall be three years and may be re-elected and serve consecutive terms.

Our Company operates under a General Manager responsibility system led by the Board. The General Manager has overall charge of our Company's day-to-day operations and management. The general manager shall be responsible to the Board, and exercises the following functions and powers:

(1) take charge of the production, operation and management of our Company, organize the implementation of resolutions made at Board meetings and report to the Board;

(2) organize the implementation of the annual operation plan and investment plan of our Company;

(3) the monthly update to be provided to the Board shall include, among other things, monthly management accounts and management updates; the directors may request further information from the management if they are of the view that the materials provided to them by the management are insufficient;

(4) contemplate the internal management setup plan of our Company;

(5) contemplate the fundamental management system of our Company;

(6) formulate the specific rules and regulations of our Company;

(7) propose to the Board the nomination or replacement of employees at the deputy general manager level or above;

(8) appoint or dismiss a manager other than those who should be appointed or dismissed by the Board;

(9) to decide on the remuneration, reward and penalty of our Company's employees in accordance with the relevant provisions formulated by the Shareholders' meeting and the board of directors; and

(10) other duties authorized by the Articles of Association or the Board.

The general manager and secretary to the Board shall attend Board meetings.

The senior management shall faithfully perform his/her duties and safeguard the maximum interest of our Company and all Shareholders. If the senior management fails to faithfully perform their duties or violate their integrity obligations, causing damage to the interest of our Company and the public Shareholders, they shall bear compensation liability in accordance with the law.

Eligibility and Obligations of Directors and Senior Management

Any of the following persons shall not act as Director, general manager or other senior management of our Company:

(1) who has no or limited civil capacity;

(2) who was sentenced for corruption, bribery, embezzlement or misappropriation of properties or destruction of the order of socialist market-oriented economy, and the execution of such sentence has expired for no more than five years; or who was deprived of political rights due to any crime, and the execution of such deprivation has expired for no more than five years, and for those who have been declared on probation, the probation period has expired for no more than two years;

(3) who acted as director, factory manager, manager of a company or enterprise in bankruptcy liquidation, and was personally liable for the bankruptcy of such a company or enterprise, and a three-year period has not elapsed since the completion of bankruptcy liquidation of such company or enterprise;

(4) who acted as the legal representative of a company or enterprise whose business license was revoked, or which was ordered to close down due to violation of law and who is personally liable, and a three-year period has not elapsed since the revocation of the business license or the closure of such company or enterprise;

(5) who has a significant amount of due and outstanding debts and was listed as dishonest person subjected to enforcement by the people's court;

(6) who has been barred from the securities market by the CSRC for a certain period of time and such period has not expired yet;

(7) who is publicly deemed by the stock exchange where our Company's shares are listed as unfit to hold the position of director or senior manager of a listed company, where the specified period of such disqualification has not yet expired; or

(8) any other circumstances stipulated by applicable laws, administrative regulations, departmental rules, normative documents and securities regulatory provisions of the stock exchange listing venue.

The Directors shall comply with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association and assume the duty of loyalty to our Company. Such obligations include:

(1) shall not accept any bribery or other illegal income by using his or her powers and position;

(2) shall not embezzle our Company's property or misappropriate our Company's funds;

(3) shall not open accounts in his/her own name or in the names of others to deposit funds or assets of our Company;

(4) shall not lend our Company's funds to others or pledge Company's properties in favor of others in violation of the Articles of Association or without the approval of the Shareholders' meeting or the Board;

(5) shall not accept commission for transactions with our Company as personal gains;

(6) shall not take advantage of duty to seek business opportunities for themselves or others that would have been directed to our Company, except for those that our Company may not take the advantage of as resolved by the Board or the Shareholders' meeting or as stipulated by applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association;

(7) shall not engage in business similar to those of our Company for themselves or others, without the approval of the Board or the Shareholders' meeting in accordance with the Articles of Association;

(8) shall not conclude any contract directly or indirectly with our Company without the approval of the Board or the Shareholders' meeting in accordance with the Articles of Association; these provisions shall apply to the close relatives of Directors or enterprises directly or indirectly controlled by their close relatives, as well as connected persons with other connections with Directors where they conclude contracts or conduct transactions with our Company;

(9) shall not disclose any confidential information involving our Company without authorization;

(10) shall not impair the interests of our Company through connected relationship; and

(11) other loyalty obligations provided under applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association.

The senior management assume the aforementioned duty of loyalty.

The Directors shall comply with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association and assume the duty of diligence to our Company. Such obligations include:

(1) shall exercise the powers granted by our Company carefully, faithfully and diligently to ensure the business carried out by our Company is in compliance with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and economic policies of the state, and such business activities are within the scope of business scope specified in our Company's business license;

(2) shall treat all Shareholders equally;

(3) shall stay informed with the business and operation of our Company timely;

(4) shall sign the written confirmation opinions on our Company's regular reports, and ensure that the information disclosed by our Company is true, accurate, and complete;

(5) shall provide relevant information and materials to the Audit Committee truthfully and shall not hinder the Audit Committee or the Supervisors from performing their duty; and

(6) other diligence obligations in accordance with applicable laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue and the Articles of Association.

The senior management assume the aforementioned obligations.

FINANCIAL ACCOUNTING POLICY

Our Company formulates the financial and accounting system according to applicable laws, administrative regulations, departmental rules, normative documents and securities regulatory provisions of the stock exchange listing venue.

The Board shall submit the financial reports prepared by our Company as required by applicable laws, administrative regulations, departmental rules, normative documents as well as securities regulatory provisions of the stock exchange listing venue to Shareholders at each annual Shareholders' meeting. Our Company shall not establish other accounting books other than those required by laws. Our Company's assets shall not be deposited into any account opened in the name of any individual person.

The financial report shall be made available for Shareholders' inspection twenty days prior to the annual Shareholders' meeting. The foregoing financial report shall include the Board report, the balance sheet (including various documents as required to be attached by the PRC or other applicable laws, administrative regulations, department rules, normative documents and securities regulatory provisions of the stock exchange listing venue) and the profit and loss statement (income statement) or income and expenditure statement (cash flow statement) or a financial summary report approved by the Hong Kong Stock Exchange (provided that there will be no violation of applicable PRC laws, administrative regulations, departmental rules or normative documents).

Our Company shall publish the financial reports at international or Hong Kong accounting standards twice each accounting year, that is, publish the annual report within four months from the end of said accounting year, and publish the interim report within three months from the end of the first six months of an accounting year. Our Company shall publish the annual performance announcement within three months from the end of an accounting year and publish the interim performance announcement within two months from the end of the first six months of an accounting year. Our Company shall prepare the above-mentioned annual report and interim report in accordance with applicable laws, administrative regulations, departmental rules, normative documents and the securities regulatory provisions of the stock exchange listing venue, and report, disclose and/or submit the annual report and interim report and other documents to Shareholders. If the relevant laws, administrative regulations, departmental rules, normative documents, securities regulatory provisions of the stock exchange listing venue, or the domestic and overseas securities regulatory authorities provide otherwise, such provisions shall prevail.

PROFITS DISTRIBUTION

To distribute after-tax profits for the current year, our Company shall allocate 10% of profits for the statutory reserves of our Company. If the cumulative amount of statutory reserves exceeds 50% of the registered capital of our Company, no further allocation is required. If the statutory reserves are insufficient to make up for previous losses, then our Company shall firstly make up for previous losses with current profits, before any allocation is made to the statutory reserves in accordance with the preceding sentence.

After foregoing provision for statutory reserves, our Company may also draw discretionary reserves from after-tax profits, subject to the resolution of the Shareholder's meeting.

The remaining after-tax profits after loss makeup and provisions for reserves shall be distributed to Shareholders in proportion to their shareholding percentages, except for those that are not distributed in proportion to the shareholding percentages as stipulated in the Articles of Association.

If the Shareholder's meeting breaches the foregoing provisions and distributes profits to Shareholders before losses are made up and the statutory reserves are drawn, then Shareholders shall refund the distributed profits to our Company in violation of the foregoing provisions. Where such violation causes losses to our Company, Shareholders and duty-bound Directors, and senior officers shall be jointly and severally liable for compensation.

The shares held by our Company per se shall not participate in the profit distribution.

The reserves of our Company are used to make up losses, expand business, or increase the registered capital of our Company. To make up for our Company's losses, the discretionary reserves and statutory reserves should be used first; if it is still unable to make up for it, the capital reserves can be used in accordance with relevant provisions.

When the statutory reserves are converted into capital, the remaining amount of said reserves shall not be less than 25% of the registered capital of our Company before such conversion.

After the Shareholders' meeting of our Company has resolved on the profit distribution plan, the Board shall complete the distribution of dividends within six months from the date of the Shareholders' meeting.

The holder of any shares shall be entitled to interest on amounts paid in advance of a call by our Company, provided that no Shareholder shall have the right to participate in dividends declared after such advance payment in respect of the prepaid amount.

Our Company shall appoint a collection agent for the holders of overseas listed shares, who shall receive the dividends and other payables of our Company in respect of overseas listed shares, on behalf of said Shareholders.

The collection agent appointed by our Company shall meet the requirements of laws of Hong Kong and the relevant regulations of Hong Kong Stock Exchange.

The collection agent appointed by our Company for the holders of overseas shares listed in Hong Kong Stock Exchange shall be a trust company registered under the Trustee Ordinance of Hong Kong.

Subject to the relevant laws and Listing Rules, our Company may forfeit any dividend unclaimed, provided that such power of forfeiture shall not be exercised before the expiration of its applicable limitation period.

Our Company also has the power to terminate the delivery of a dividend warrant by post to a holder of offshore listed shares; provided that our Company may exercise such power of termination only if the cash on such dividend warrant is not withdrawn consecutively two times or more. However, our Company may also exercise this power if the dividend warrant has been returned undelivered to the recipient on the first attempt.

Our Company has the right to issue warrants to bearer holders. No new warrant shall be issued to replace a lost warrant unless it is reasonably assured that the original warrant has been lost. Our Company shall have the power to sell the shares of offshore listed Shareholders who have been unable to contact in such a manner as the Board may think appropriate, provided, however, that:

(1) dividends are distributed onto such shares at least three times within twelve years, but such dividends are unclaimed in such period; and

(2) upon expiration of the twelve-year period, our Company shall publish a public announcement on one or more newspapers in Hong Kong, specifying the intention to sell such shares, and shall notify the Hong Kong Stock Exchange.

ENGAGEMENT OF ACCOUNTING FIRM

Our Company shall engage an independent accounting firm in compliance with relevant state regulations, to conduct accounting statement auditing, net asset verification and other related consulting services. The engagement period is one year and can be renewed.

The accounting firm engaged by our Company is entitled to the following rights:

(1) to access the books of accounts, records, or vouchers of our Company at any time, and require the Directors, general manager, or other senior management of our Company to provide related information and explanations;

(2) to require our Company to take all reasonable measures to obtain from its subsidiaries all information and notes required for said accounting firm to perform its duties; and

(3) to attend Shareholders' meeting, receive the notice of meeting accessible to any Shareholder, or other information related to the meeting, and make a speech at any Shareholders' meeting in respect of any matter involving its role as the accounting firm of our Company.

If any position of the accounting firm is vacant, the Board may appoint an accounting firm to fill up such a vacancy before the convening of the Shareholders' meeting. Any other accounting firm which has been engaged by our Company may continue to act during the period when such a vacancy exists.

The Shareholders' meeting may, by means of an ordinary resolution, dismiss any accounting firm prior to the expiration of its term of office, notwithstanding the terms in the contract between the accounting firm and our Company, but without prejudice to such accounting firm's right, if any, to claim damages from our Company in respect of such dismissal.

The engagement, removal or dismissal of an accounting firm and the remuneration of the accounting firm shall be decided by an ordinary resolution of the Shareholders' meeting. The Board shall not engage an accounting firm prior to the decision by the Shareholders' meeting.

Our Company shall send fifteen-day prior notice to the accounting firm, in order to dismiss or not to reappoint the accounting firm, and the said accounting firm is entitled to give opinions when the Shareholders' meeting votes on the dismissal of the same. The accounting firm, in order to resign, shall make representations regarding whether our Company has any improper affairs to the Shareholders' meeting.

MERGER AND DIVISION OF OUR COMPANY

The merger of our Company may take two forms: merger by absorption or merger by new establishment.

If our Company merges with a company in which it holds more than ninety percent of the shares, the merger does not require a resolution of the shareholders' meeting of the merged company, but other shareholders must be notified and have the right to request our Company to purchase their shares at a reasonable price.

If the consideration for the merger does not exceed ten percent of our Company's net assets, a resolution of the Shareholders' meeting is not required, unless otherwise provided by the Articles of Association, securities regulatory provisions of the stock exchange listing venue and securities regulatory authorities.

Mergers conducted in accordance with the preceding two paragraphs without a resolution of the Shareholders' meeting must be approved by a resolution of the Board.

In a merger of our Company, all parties to the merger shall sign the merger agreement and shall prepare their respective balance sheets and inventory lists of assets. Our Company shall notify its creditors within ten days from the date of passing the merger resolution and make a public announcement in newspaper or on the National Enterprise Credit Information Publicity System and the website of the Hong Kong Stock Exchange within thirty days from the date of passing the merger resolution. Upon the merger, the creditors' rights and the indebtedness of each merging party shall be assumed by the surviving entity or the newly established company resulting from the merger.

Where our Company is to be divided, its assets shall be divided accordingly. In the event of the division of our Company, the parties to such division shall prepare a balance sheet and a list of assets. Our Company shall notify its creditors within ten days from the date of the resolution on such division and shall make a public announcement in newspaper or on the National Enterprise Credit Information Publicity System and the website of the Hong Kong Stock Exchange within thirty days from the date of the resolution on such division. The post-division company shall be jointly and severally liable for the pre-division debts of our Company, unless provided otherwise in a written agreement pertaining to the payment of debts between our Company and its creditors prior to the division.

Where our Company undergoes a merger or division, changes in the particulars of our Company shall be registered with our Company registration authorities in accordance with the laws. Where our Company is dissolved, cancellation of its registration shall be conducted in accordance with the laws. Where a new company is established, it shall be registered in accordance with the laws.

DISSOLUTION AND LIQUIDATION OF OUR COMPANY

Our Company shall be dissolved upon the occurrence of any of the following events:

(1) expiry of the valid term of the business or the occurrence of other events of dissolution as stated in the Articles of Association;

(2) a resolution for dissolution is passed by a Shareholders' meeting;

(3) dissolution is necessary due to a merger or division of our Company;

(4) our Company is revoked of business license, ordered to close or canceled according to law; or

(5) serious difficulties arise in the operation and management of our Company and its continued existence would cause material loss to the interests of the Shareholders and such difficulties cannot be resolved through other means, in which case Shareholders holding at least 10% of all Shareholders' voting rights may petition a people's court to dissolve our Company.

Where our Company is dissolved in accordance with the provisions of items (1), (2), (4) and (5) above, it shall be liquidated. The Directors shall be the obligors of our Company's liquidation and shall form a liquidation committee to carry out the liquidation within fifteen days from the date on which the cause of dissolution arises. The members of the liquidation committee shall be Directors or other persons appointed by a Shareholders' meeting. If a liquidation committee is not established within the time period or a liquidation is not carried out after the establishment of the liquidation committee, the interested parties may apply to the people's court to designate relevant personnel to establish a liquidation committee to proceed with the liquidation.

The liquidation committee shall exercise the following functions and powers during the period of liquidation:

(1) to dispose of the property of our Company, and to prepare a balance sheet and a list of properties;

(2) to inform creditors by notice and public announcement;

(3) to dispose of unfinished business of our Company relating to the liquidation;

(4) to pay up all outstanding taxes and tax arising during the liquidation process;

(5) to clear up claims and debts;

(6) to distribute the residual properties of our Company after the full settlement of debts; and

(7) to represent our Company in civil litigation.

The liquidation committee shall notify the creditors within ten days after its establishment and publish announcements in the newspaper or on the National Enterprise Credit Information Publicity System within sixty days. Creditors shall, within thirty days from the date of receiving the notice; or for creditors who do not receive the notice, within forty-five days from the date of the public announcement, declare their claims to the liquidation committee.

The creditor shall provide a description and supporting evidence of matters relating to their claims. The liquidation committee shall register the creditors' claims.

The liquidation committee shall not make any debt settlement during the period of declaration of claims.

A liquidation plan shall be formulated by the liquidation committee after the stocktaking of our Company's assets has been carried out and the balance sheet and a detailed inventory of assets have been formulated and shall be submitted to the Shareholders' meeting or people's court for confirmation.

The assets of our Company shall be applied for liquidation in the following order: payment of liquidation expenses, staff wages, social insurance expenses and statutory compensation, payment of outstanding taxes, and payment of our Company's debts. The residual assets of our Company after settlement of all liabilities in accordance with the provisions of the preceding sentence shall be distributed to the Shareholders of our Company in proportion to their shareholdings.

During the liquidation period, our Company shall continue to exist but shall not carry out business activities unrelated to the liquidation. Before our Company's debts have been fully repaid in accordance with the provisions of the preceding paragraph, no assets of our Company shall be distributed to its Shareholders.

Where the liquidation committee, having examined our Company's assets and having prepared a balance sheet and an inventory of assets, discovers that our Company's assets are insufficient to pay its debts in full, it shall immediately apply to the people's court for a declaration of bankruptcy. Once the people's court has declared our Company bankruptcy, the liquidation committee shall turn over any matters regarding the liquidation to the people's court.

Following the completion of liquidation, the liquidation committee shall formulate a report on liquidation, which shall be submitted to the Shareholders' meeting or the people's court for confirmation. The liquidation committee shall also submit the aforesaid documents to our Company registration authority and apply for cancellation of registration of our Company and terminate our Company.

Where our Company has incurred no debts during its existence or has paid off all its debts, it may, upon the joint undertaking of all shareholders, apply for deregistration under the simplified procedure in accordance with applicable regulations. When applying for deregistration under the simplified procedure, our Company shall publish a notice on the National Enterprise Credit Information Publicity System for a period of no less than twenty days. If no objection is raised upon expiry of the notice period, our Company may file an application for deregistration with our Company registration authority within twenty days. If any Shareholder's undertaking as set forth in the Articles of Association is untrue, the shareholders shall be jointly and severally liable for our Company's debts existing prior to the deregistration.

AMENDMENT TO THE ARTICLES OF ASSOCIATION

Under one of the following circumstances, our Company shall amend the Articles of Association:

(1) when the Articles of Association contradict the newly implemented amendments of PRC Company Law, the Listing Rules and any other applicable laws, administrative regulations, departmental rules, normative documents and securities regulatory provisions of the stock exchange listing venue;

(2) due to any change, when the information of our Company is inconsistent with the matters set forth in the Articles of Association; or

(3) when the Shareholders' meeting has made a resolution to amend the Articles of Association.

In the event that the amendment to the Articles of Association adopted by the Shareholders' meeting needs to be approved by the competent authority, our Company shall seek approval from relevant authority and if it involves company registration matters, change registration shall be handled in accordance with the law. The Board shall follow such resolutions by the Shareholders' meeting and the approval opinions of relevant authority when amending the Articles of Association.

In the event that an amendment to the Articles of Association qualifies as required disclosure under applicable laws, administrative regulations, departmental rules, normative documents and securities regulatory provisions of the stock exchange listing venue, such amendment should be publicly announced.

ANNEX: ARRANGEMENT FOR PARTIAL VOTING-RIGHT WAIVER BY SHANGHAI SAIWEI

With effect from the date on which the Articles of Association becomes effective:

1. Shanghai Saiwei undertakes that, to the extent SAIC Motor Corp. Ltd. and its affiliates (individually or collectively, "SAIC") are entitled, under the Fourth Amended and Restated Shareholders' Agreement of Shanghai Saiyun Investment Company Limited and the Amended and Restated Articles of Association of Shanghai Saiyun Investment Company Limited. (both executed on 27 December 2024 by AGH, SAIC, and other relevant parties), to determine the exercise of any shareholder rights relating to matters submitted to our Company's shareholders' meeting that are otherwise exercisable by Shanghai Saiwei (including, without limitation, by acting through persons appointed by SAIC), SAIC undertakes to procure that Shanghai Saiwei shall unconditionally and irrevocably waive (and shall not separately or collectively delegate to any third party the exercise of) the voting rights attaching to that portion of the shares it lawfully holds corresponding to AGH's indirect shareholding percentage (as defined below). The number of shares subject to such waiver on the date our Company's initial overseas [**REDACTED**] of H shares is filed with and accepted by the CSRC and [**REDACTED**]

on the Main Board of Hong Kong Stock Exchange is 243,485,087 shares. This figure may be adjusted by mutual agreement of AGH (as defined below) and SAIC. The shares subject to the waiver shall not be counted in the total number of shares carrying voting rights (the "Partial Voting-Right Waiver").

2. If, subsequently, the percentage of our Company's total shares indirectly held by Alibaba China through Shanghai Saiwei and through Shanghai Saiyun Management (and, in turn, indirectly through Shanghai Saiwei) changes (the "AGH Indirect Shareholding Percentage"), the number of Company shares that Shanghai Saiwei waives under the Partial Voting-Right Waiver shall be adjusted so that the proportion of our Company's shares subject to waiver remains identical to the AGH Indirect Shareholding Percentage.

3. For the avoidance of doubt, the specific rights waived by Shanghai Saiwei under the Partial Voting-Right Waiver include, without limitation:

   a) The right to request, convene, call, preside over, attend, or appoint a proxy to attend our Company's shareholders' meetings in accordance with the law;

   b) The right to make shareholder proposals, including, without limitation, proposals for nominating, recommending, electing, or removing directors (including director candidates), and to submit any motions, proposals, or resolutions, or to make any statements of intent;

   c) The right to vote at shareholders' meetings on all matters required by applicable laws, administrative regulations, departmental rules, normative documents, the listing rules of the stock exchange on which our Company's shares are listed, the Articles of Association, the Shareholders' Agreement and other relevant corporate governance documents to be discussed and resolved by our Company's shareholders, and to sign any relevant documents (if required).

For the avoidance of doubt, after our Company's initial overseas [**REDACTED**] of H shares has been filed with and accepted by the CSRC and [**REDACTED**] on the Main Board of Hong Kong Stock Exchange, if AGH and SAIC wish to adjust the arrangement under this Annex concerning the "Partial Voting-Right Waiver by Shanghai Saiwei" and such adjustment would not adversely affect the shareholder rights of any other shareholder of our Company under the Articles of Association, our Company need not update this Annex under the Articles of Association; the relevant arrangement shall be governed by any separate agreement and documents executed by AGH and SAIC at that time.