A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation of our Company

Our Company is a limited liability company established in the PRC on February 27, 2020. Our registered office is located at Room 201-1, 2nd Floor, Building 4, No. 188 Rixin Road, Binhai Science and Technology Park, Binhai High-tech Zone, Tianjin, PRC. As our Company was established in the PRC, we are subject to relevant laws and regulations of the PRC. A summary of the relevant aspects of laws and regulations of the PRC and our Articles of Association is set out in "Regulatory Overview" and Appendix III to this document, respectively.

Our principal place of business in Hong Kong is at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. Our Company is registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on [•], 2026. Ms. Tsui Ka Yan (崔嘉欣) has been appointed as the authorized representative of our Company for the acceptance of service of process and notices on behalf of our Company in Hong Kong. The address for service of process on our Company in Hong Kong is the same as our principal place of business in Hong Kong as set out above.

2. Changes in the Share Capital of Our Company

Save as disclosed in the section headed "History, Development and Corporate Structure" in this document, there has been no other alteration in the share capital of our Company during the two years immediately preceding the date of this document.

3. Changes in the Share Capital of Our Subsidiaries

There has been no alteration in the share capital of any of our subsidiaries during the two years immediately preceding the date of this document.

4. Resolutions of Shareholders

Written resolutions of our Shareholders were passed on June 15, 2026 pursuant to which, among others:

(i) the issuance by our Company of H Shares of the nominal value of RMB1.0 each and the **[REDACTED]** of such H Shares be **[REDACTED]** on the Stock Exchange;

(ii) the number of H Shares to be issued pursuant to the **[REDACTED]** before the exercise of the **[REDACTED]** shall not exceed **[REDACTED]**% of the enlarged share capital of our Company upon completion of the **[REDACTED]**, and the **[REDACTED]** shall not exceed **[REDACTED]**% of the above number of H Shares to be issued;

(iii) subject to the completion of the **[REDACTED]**, the granting of a general mandate to the Board to allot and issue H Shares (including any sale or transfer of treasury shares of the Company) at any time within a period up to the date of the conclusion of the next annual general meeting of the Shareholders or the date on which the Shareholders pass resolution to revoke or change such mandate, whichever is earlier, upon such terms and conditions and for such purposes and to such persons as the Board in their absolute discretion deem fit, and to handle the approval or filing of the CSRC, the Stock Exchange and/or other relevant regulatory authorities with respect to in the aforementioned general mandate in accordance with the relevant laws and regulations, provided that, the number of H Shares to be issued shall not exceed 20% of the number of H Shares in issue (excluding treasury shares of the Company, if any) as of the **[REDACTED]**;

(iv) subject to the completion of the **[REDACTED]**, the granting of a general mandate to the Board to repurchase Shares issued on the Stock Exchange with an aggregate number of not exceeding 10% of the number of the total issued Shares (excluding any treasury shares of the Company, if any) as of the **[REDACTED]**;

(v) subject to the completion of the **[REDACTED]**, the Articles of Association to become effective on the **[REDACTED]** shall be conditionally adopted, and the Board and its authorized person have been authorized to amend the Articles of Association in accordance with any comments from the relevant regulatory authorities;

(vi) authorization of the Board and its authorized persons to amend the resolutions in accordance with the requirements of competent regulatory authorities, and deal with the specific implementation; and

(vii) authorization of the Board and its authorized person to handle relevant matters relating to, among other things, the **[REDACTED]**, the issue and **[REDACTED]** of the H Shares.

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contract

We have entered into the following contract (not being contracts entered into in the ordinary course of business) within the two years immediately preceding the date of this document that is or may be material:

(i) **[REDACTED]**.

2. Intellectual Property Rights

(a) Trademarks

Registered Trademarks

As of the Latest Practicable Date, we had registered the following trademarks which we consider to be or may be material to our business:

No.	Trademark	Place of Registration	Registered Owner	Class	Registration Number	Expiry Date
1	极豪	PRC	The Company	09	49454080	February 13, 2032
2	极豪	PRC	The Company	42	49455137	June 20, 2031

No.	Trademark	Place of Registration	Registered Owner	Class	Registration Number	Expiry Date
3	极豪	PRC	The Company	09	53721548	June 13, 2032
4	JIIOV 极豪科技	PRC	The Company	09	49464442	March 13, 2032
5	JIIOV 极豪科技	PRC	The Company	42	49464452	June 20, 2031
6	JIIOV 极豪科技	PRC	The Company	09	54615208	July 13, 2032
7	JIIOV	PRC	The Company	42	49464453	April 13, 2031
8	JFinger	PRC	The Company	09	58746874	March 6, 2033
9	JFinger	PRC	The Company	42	58767963	May 20, 2032
10	极 指	PRC	The Company	42	58753166	February 20, 2032
11	极 指	PRC	The Company	09	58763877	February 13, 2033
12	极创豪芯	PRC	The Company	42	68151894	May 13, 2033
13	极创豪芯	PRC	The Company	09	68153428	May 13, 2033
14	JIIOV 极豪	PRC	The Company	09	72926090A	March 20, 2034
15	JIIOV 极豪	PRC	The Company	09	72926090	June 6, 2036
16	JIIOV 极豪	PRC	The Company	42	72942317	February 13, 2035
17	PoLi ID	PRC	The Company	09	83113011A	October 13, 2035

Trademarks under Application

As of the Latest Practicable Date, we had applied for the registration of the following trademarks which we consider to be or may be material to our business:

No.	Trademark	Place of Registration	Applicant	Class	Application Number	Application Date
1.	JIIOV极豪	Hong Kong	The Company	09	307313922	June 16, 2026
2.	JIIOV極豪	Hong Kong	The Company	42	307313922	June 16, 2026

(b) Patents

Registered Patents

As of the Latest Practicable Date, we owned the following registered patents which we consider to be or may be material to our business:

No.	Patent	Type of patent	Place of registration	Patent number	Owner	Expiration date
1	An optical sensor and electronic device . . .	Invention patent	PRC	202110861790.2	The Company	February 22, 2038
2	Under-display optical fingerprint sensor arrangement for mitigating moiré effects .	Utility model patent	PRC	201820261987.6	The Company	February 22, 2028
3	Under-display optical fingerprint sensor arrangement for mitigating moiré effects .	Invention patent	PRC	201810153820.2	The Company	February 22, 2038
4	A method and apparatus for base template enrollment	Invention patent	PRC	201910750561.6	The Company	August 14, 2039
5	Image processing method, apparatus, and electronic system	Invention patent	PRC	201911163692.0	The Company	November 22, 2039
6	Image segmentation method, apparatus, electronic device, and readable storage medium	Invention patent	PRC	201911331052.6	The Company	December 20, 2039
7	Fingerprint base template enrollment method, apparatus, electronic device, and storage medium	Invention patent	PRC	202010033151.2	The Company	January 13, 2040
8	Fingerprint recognition method, apparatus, electronic device, and storage medium . .	Invention patent	PRC	202010167785.7	The Company	March 11, 2040
9	OLED display screen and fingerprint recognition module	Invention patent	PRC	202010347091.1	The Company	April 27, 2040

No.	Patent	Type of patent	Place of registration	Patent number	Owner	Expiration date
10	OLED display screen and fingerprint recognition module	Utility model patent	PRC	202020669687.9	The Company	April 27, 2030
11	Liveness detection and liveness threshold adjustment method, apparatus, electronic device, and storage medium.	Invention patent	PRC	202010562560.1	The Company	June 18, 2040
12	Fingerprint image calibration method, apparatus, electronic device, and storage medium	Invention patent	PRC	202011069292.6	The Company	September 30, 2040
13	Training method and apparatus, fingerprint recognition method and apparatus, and electronic device	Invention patent	PRC	202011351546.3	The Company	November 25, 2040
14	Image processing method, fingerprint information extraction method, apparatus, device, and medium.	Invention patent	PRC	202011419424.3	The Company	December 7, 2040
15	Image anomaly detection method, apparatus, electronic device, and storage medium . .	Invention patent	PRC	202011610928.3	The Company	December 30, 2040
16	Housing, lens, fingerprint module, and terminal device	Utility model patent	PRC	202120349805.2	The Company	February 7, 2031
17	An optical module and electronic device . .	Utility model patent	PRC	202120372859.0	The Company	February 10, 2031
18	Fingerprint recognition module and terminal device.	Utility model patent	PRC	202120373680.7	The Company	February 10, 2031
19	An optical module and electronic device . .	Invention patent	PRC	202110186582.7	The Company	February 10, 2041
20	Biometric information recognition module and electronic device	Invention patent	PRC	202110768263.7	The Company	July 7, 2041
21	Biometric information recognition module and electronic device	Utility model patent	PRC	202121542761.1	The Company	July 7, 2031
22	Parameter detection method for image sensors, apparatus, electronic device, and storage medium	Invention patent	PRC	202110928779.3	The Company	August 13, 2041
23	Optical lens, optical fingerprint module, and electronic device	Invention patent	PRC	202110932926.4	The Company	August 13, 2041
24	Optical lens, optical fingerprint module, and electronic device	Utility model patent	PRC	202121905957.2	The Company	August 13, 2031

No.	Patent	Type of patent	Place of registration	Patent number	Owner	Expiration date
25	An image processing method, apparatus, device, and storage medium.	Invention patent	PRC	202111091558.1	The Company	September 17, 2041
26	Optical lens, optical module, and electronic device.	Utility model patent	PRC	202122280193.9	The Company	September 18, 2031
27	Optical lens, fingerprint recognition module, and electronic device	Invention patent	PRC	202111112276.5	The Company	September 18, 2041
28	A fingerprint signal acquisition circuit, apparatus, and electronic device	Invention patent	PRC	202111368710.6	The Company	November 18, 2041
29	A fingerprint signal acquisition circuit, apparatus, and electronic device	Utility model patent	PRC	202122837228.4	The Company	November 18, 2031
30	Optical lens, optical fingerprint module, and electronic device	Utility model patent	PRC	202123362624.2	The Company	December 28, 2031
31	Exposure method, electronic device, storage medium, and program product	Invention patent	PRC	202210155273.8	The Company	February 21, 2042
32	Image processing method, computer program product, device, and storage medium	Invention patent	PRC	202210238358.2	The Company	March 11, 2042
33	An image acquisition method, apparatus, electronic device, and storage medium . .	Invention patent	PRC	202210248525.1	The Company	March 14, 2042
34	A method for training an attack material recognition model and a method for recognizing attack materials	Invention patent	PRC	202210430960.6	The Company	April 22, 2042
35	Optical lens, optical imaging module, and electronic device	Utility model patent	PRC	202221309984.8	The Company	May 25, 2032
36	Image acquisition method, electronic device, and computer-readable medium . .	Invention patent	PRC	202210609863.3	Beijing Aurora	May 31, 2042
37	A fingerprint recognition method, electronic device, storage medium, and program product	Invention patent	PRC	202210662584.3	The Company	June 13, 2042
38	A method and apparatus for calibrating exposure duration of an image acquisition module	Invention patent	PRC	202210691428.X	The Company	June 17, 2042
39	A fingerprint module and electronic device .	Utility model patent	PRC	202222310756.9	The Company	August 31, 2032

No.	Patent	Type of patent	Place of registration	Patent number	Owner	Expiration date
40	Fingerprint enrollment method, electronic device, and storage medium.	Invention patent	PRC	202310341992.3	The Company	March 31, 2043
41	Fingerprint enrollment method, electronic device, and storage medium.	Invention patent	PRC	202310342256.X	The Company	March 31, 2043
42	A method for fingerprint enrollment, fingerprint recognition method, medium, and electronic device	Invention patent	PRC	202310580261.4	The Company	May 22, 2043
43	Fingerprint sensor, fingerprint module, and electronic device	Utility model patent	PRC	202322476609.3	The Company	September 12, 2033
44	Driver module, packaged chip, fingerprint recognition apparatus, module, and electronic device	Utility model patent	PRC	202322563369.0	The Company	September 20, 2033
45	Fingerprint recognition apparatus, fingerprint module, and electronic device .	Utility model patent	PRC	202322569246.8	The Company	September 20, 2033
46	Optical lens, optical fingerprint module, and electronic device	Utility model patent	PRC	202323080972.X	The Company	November 15, 2033
47	Fingerprint sensor chip and capacitive fingerprint module	Utility model patent	PRC	202323578367.5	The Company	December 25, 2033
48	Information acquisition packaging structure, biometric information acquisition module, and electronic device	Utility model patent	PRC	202420372344.4	The Company	February 28, 2034
49	An information acquisition apparatus, button apparatus, and electronic device . .	Utility model patent	PRC	202420444448.1	The Company	March 7, 2034
50	Optical filter, optical acquisition module, and electronic device	Utility model patent	PRC	202420909971.7	The Company	April 26, 2034
51	Optical lens, optical fingerprint module, and electronic device	Utility model patent	PRC	202421604978.4	The Company	July 8, 2034
52	A three-dimensional imaging apparatus and electronic device	Utility model patent	PRC	202421724824.9	The Company	July 19, 2034
53	Image sensor, three-dimensional imaging apparatus, and electronic device	Utility model patent	PRC	202421733724.2	The Company	July 19, 2034
54	An image sensor, three-dimensional imaging apparatus, and electronic device	Utility model patent	PRC	202421726617.7	The Company	July 19, 2034
55	A bionic finger apparatus and smart device .	Utility model patent	PRC	202422195279.5	Beijing Aurora	September 6, 2034

No.	Patent	Type of patent	Place of registration	Patent number	Owner	Expiration date
56	An image acquisition apparatus and electronic device	Utility model patent	PRC	202422624707.1	The Company	October 29, 2034
57	A fingerprint acquisition apparatus	Utility model patent	PRC	202423148608.7	The Company	December 19, 2034
58	Light source, image receiver and detection apparatus thereof, image acquisition apparatus, and electronic device	Utility model patent	PRC	202423295174.3	The Company	December 30, 2034
59	Light source, image receiver, image acquisition apparatus, and electronic device.	Utility model patent	PRC	202520360336.2	The Company	March 3, 2035
60	A light source assembly, image receiver, image acquisition apparatus, and electronic device	Utility model patent	PRC	202520379004.9	The Company	March 5, 2035
61	An information acquisition apparatus, key structure, and electronic device	Utility model patent	PRC	202520547491.5	The Company	March 26, 2035

(c) Copyrights

As of the Latest Practicable Date, we had registered the following copyrights which we consider to be or may be material to our business:

No.	Subject	Place of Registration	Registered Owner	Registration Number	First Published Date
1	Jiiov under-display biometric fingerprint authentication system	PRC	The Company	2020SR1502199	August 28, 2020
2	Jiiov fingerprint recognition SDK software	PRC	The Company	2020SR1820870	October 30, 2020
3	Lens-based under-display fingerprint unlocking software	PRC	The Company	2020SR1817574	October 27, 2020
4	Mobile phone under-display fingerprint full-device testing and calibration software	PRC	The Company	2020SR1817575	November 1, 2020
5	Fingerprint mass production testing software	PRC	The Company	2020SR1820912	October 27, 2020
6	Fingerprint module functional aging embedded testing software	PRC	The Company	2020SR1823418	October 27, 2020

No.	Subject	Place of Registration	Registered Owner	Registration Number	First Published Date
7	Side-mounted capacitive fingerprint image acquisition embedded software	PRC	The Company	2021SR1030136	May 10, 2021
8	Demura algorithm software	PRC	The Company	2022SR1434330	August 30, 2022
9	Video see-through arm segmentation SDK software	PRC	Beijing Aurora	2024SR1482029	August 5, 2024
10	Gesture tracking algorithm software	PRC	Beijing Aurora	2024SR1496937	June 20, 2024
11	Eye tracking algorithm software	PRC	Beijing Aurora	2024SR1478876	July 30, 2024

(d) Domain Names

As of the Latest Practicable Date, we had registered the following domain names which we consider to be or may be material to our business:

No.	Domain Name	Registration Owner	Expiry date
1.	jiiov.com	The Company	January 10, 2028
2.	jiiov.cn	The Company	January 10, 2028

Save as aforesaid, as of the Latest Practicable Date, there were no other trade or service marks, patents or other intellectual or industrial property rights which were material in relation to our Group's business.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS, CHIEF EXECUTIVE AND SUBSTANTIAL SHAREHOLDERS

1. Disclosure of Interest

(a) Interests and Short Positions of the Directors and Chief Executive of Our Company in the Shares, Underlying Shares and Debentures of Our Company and Our Associated Corporation

The following table sets out the interests and short positions of our Directors and chief executive of our Company as of the date of this document and immediately following the completion of the **[REDACTED]** (assuming the **[REDACTED]** is not exercised) in our Shares, underlying Shares or debentures of our Company or any of our associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to us and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions in which they are taken or deemed to have under such provisions of the SFO), or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required to be notified to us and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in the Listing Rules:

(i) Interest in our Company

		As of the date of this document		Immediately after the [REDACTED]	
Name	Nature of interest	Number of Shares(1)	Approximate percentage of interest in our Company	Number of Shares(1)	Approximate percentage of interest in our Company
Mr. Chen (2)	Interest in controlled corporation	39,406,869	25.70%	39,406,869	**[REDACTED]**%
Ms. Zhang Liang (3)	Others*	755,013	0.49%	755,013	**[REDACTED]**%
Mr. Tan (4)	Others*	8,345,383	5.44%	8,345,383	**[REDACTED]**%

* *denotes interested held through a limited partnership as a limited partner*

Notes:

(1) All interests stated are long positions.

(2) Details of interest of Mr. Chen are set out in "Substantial Shareholders" of this document.

(3) Ms. Zhang Liang is interested in 755,013 Shares, consisting of (i) 256,695 Shares held through Jiaxing Jikun as its limited partner; and (ii) 498,318 Shares held through Jiaxing Haoquan as its limited partner.

(4) Mr. Tan is interested in 8,345,383 Shares held through Jiaxing Haoru as its limited partner.

(b) Interests of the substantial Shareholders in the Shares and Underlying Shares of our Company

Save as disclosed in the section headed "Substantial Shareholders" in this document, as of the Latest Practicable Date, our Directors are not aware of any persons (other than our Directors or chief executive) immediately following the completion of the **[REDACTED]** (assuming the **[REDACTED]** is not exercised), who will have an interest or short position in the Shares or the underlying Shares which would fall to be disclosed to us and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who is, directly or indirectly, interested in 10% or more of the voting power at any general meeting of any member of our Group.

2. Directors' Service Contracts and Letters of Appointment

Our Company [has entered] into a service contract or letter of appointment with each of the Directors which contains provisions in relation to, among other things, compliance with relevant laws and regulations, observance of Articles of Association and provisions on arbitration.

The principal particulars of these service agreements are: (a) each of the agreements is for a term of three years following his/her respective effective date of his/her appointment; (b) each of the agreements is subject to termination in accordance with its respective terms.

Save as disclosed above, our Company has not entered, and does not propose to enter, into any service contracts with any of the Directors or Supervisor in their respective capacities as Directors or Supervisor (other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation)).

3. Directors' and Supervisor's Remuneration

Save as disclosed in "Directors, Supervisor and Senior Management" of this document and Note 8 to the Accountants' Report as set out in Appendix I to this document, for the years ended December 31, 2023 and 2024 and 2025, none of our Directors received other remuneration or benefits in kind from us.

4. Disclaimers

Save as disclosed in this document:

(i) there is no existing or proposed service contract (excluding any contract expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)) between any of our Directors and any member of our Group;

(ii) none of our Directors or the experts named in the paragraph headed "— E. Other Information — 10. Qualifications and Consents of Experts" in this Appendix has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;

(iii) save in connection with the **[REDACTED]**, none of our Directors or any of the experts named in the paragraph headed "— E. Other Information — 10. Qualifications and Consents of Experts" in this Appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group as a whole;

(iv) none of our Directors or the chief executive of our Company has any interests or short positions in the Shares, underlying Shares or debentures of our Company or its associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they are taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix C3 to the Listing Rules, to be notified to our Company and the Stock Exchange; and

(v) none of our Directors or Supervisor or their respective close associates or any Shareholders of our Company (who to the knowledge of our Directors own more than 5% of the number of our issued shares) has any interest in our five largest suppliers or our five largest customers.

D. RESTRICTED SHARE INCENTIVE SCHEME

The Restricted Share Incentive Scheme was adopted on December 10, 2021 under the name of the 2021 option incentive plan, and was further amended and renamed as the Restricted Share Incentive Scheme pursuant to the Board resolutions passed on May 11, 2026.

For the purpose of implementing the Restricted Share Incentive Scheme, we established a two-tier employee incentive platform structure in the PRC. By holding partnership interests in the relevant employee incentive platforms, the incentive participants indirectly hold equity interests in our Company. For further details, please refer to "History, Development and Corporate Structure — Restricted Share Incentive Scheme" in this document.

The terms of the Restricted Share Incentive Scheme are not subject to the provisions of Chapter 17 of the Listing Rules, as the Restricted Share Incentive Scheme is implemented through the Employee Incentive Platforms and, based on its current structure, does not involve the grant of new Shares or options by our Company. Under the Restricted Share Incentive Scheme, the incentive participants hold partnership interests in the relevant Employee Incentive Platforms and thereby indirectly hold equity interests in our Company. As of the date of promulgation of the Restricted Share Incentive Scheme, Jizhong Chuangxin and Haohong Xinqin held 21,041,228 Shares and 18,365,641 Shares of our Company, respectively. Accordingly, the operation of the Restricted Share Incentive Scheme is not expected to result in any dilutive effect on the issued Shares.

As of the Latest Practicable Date, the Employee Incentive Platforms held 39,406,869 Shares, representing 25.70% of the issued Shares. For further details, please refer to "History, Development and Corporate Structure — Restricted Share Incentive Scheme" in this document.

(a) Purpose

The purpose of the Restricted Share Incentive Scheme is to improve the Company's incentive mechanism, further enhance the motivation and creativity of its talents, promote the sustainable growth of the Company's business performance, bring value appreciation benefits to the incentive participants while enhancing the value of the Company, and achieve the mutual development of the incentive participants and the Company.

(b) Participants

The eligible Participants under the Restricted Share Incentive Scheme include: (i) core management personnel of our Group; (ii) core technical personnel, middle-level management personnel and key employees of various departments who have made outstanding or special contributions to our Group; and (iii) other persons determined by the person in charge of the Restricted Share Incentive Scheme to be eligible to participate in the Restricted Share Incentive Scheme.

(c) Grant of Awards

Under the Restricted Share Incentive Scheme, after the person in charge of the Restricted Share Incentive Scheme determines the participants and their respective subscription amounts, the participants may acquire partnership interests in the relevant Employee Incentive Platforms and thereby indirectly hold equity interests in our Company, which are subject to the restrictions under the Restricted Share Incentive Scheme and the partnership agreements of the relevant Employee Incentive Platforms (the "**Awards**"). The date on which a participant fully pays the subscription price in accordance with the Restricted Share Incentive Scheme shall be the grant date of the relevant Awards.

The specific grant procedures include: (i) the person in charge of the Restricted Share Incentive Scheme determining the list of participants and their respective subscription amounts; (ii) the participants entering into equity incentive agreements with our Company; (iii) the participants and the relevant parties entering into admission agreements, partnership agreements, partnership interest transfer agreements and other relevant documents as required by the competent market supervision and administration authorities of the Employee Incentive Platforms; (iv) the person in charge of the Restricted Share Incentive Scheme issuing payment notices to the participants, and the participants paying the subscription price to the relevant Employee Incentive Platforms within the prescribed period; and (v) the person in charge of the Restricted Share Incentive Scheme assisting with the relevant registration procedures.

The subscription price shall be determined by the person in charge of the Restricted Share Incentive Scheme and shall not be lower than the minimum price permitted under PRC laws. The capital contribution paid by each participant for acquiring the Awards shall be funded by his or her own or self-raised legitimate funds, and no participant shall hold such interests on behalf of others through nominee holding, trust arrangement or other similar arrangements.

(d) Total number of the underlying Shares of the Awards

Participants will be interested in a total of 39,406,869 Shares by holding the partnerships interests in the Employee Incentive Platforms, representing **[REDACTED]**% of the Shares of our Company in issue immediately following the **[REDACTED]** (assuming that the **[REDACTED]** is not exercised).

(e) Administration

The Board has the authority to formulate, amend and terminate the Restricted Share Incentive Scheme. Mr. Chen has been authorized by the Board as the person in charge of the Restricted Share Incentive Scheme (the "**Administrator**") and is responsible for the specific implementation of the Restricted Share Incentive Scheme. The Administrator may designate other personnel of our Company to assist with the implementation of the Restricted Share Incentive Scheme.

The Administrator shall report annually to the Board on the specific implementation of the Restricted Share Incentive Scheme.

(f) Lock-up period and vesting schedule

The Awards granted under the Restricted Share Incentive Scheme are subject to the lock-up periods and vesting schedules determined by the Administrator for different participants. Such arrangements include the following three types:

(i) for certain Awards, the lock-up period shall commence from the grant date and end on the **[REDACTED]**, and all such Awards shall vest on the date of **[REDACTED]**, provided that the participants and the Employee Incentive Platforms shall remain subject to the statutory or contractual restrictions on transfer applicable to the equity interests in our Company held by the Employee Incentive Platforms under the laws and regulations of the place of **[REDACTED]**;

(ii) for certain Awards, subject to the completion of the **[REDACTED]**, the lock-up period shall be two years from the grant date, and such Awards shall vest in two equal installments of 50% and 50% on each anniversary of the grant date during the lock-up period; and

(iii) for the remaining Awards, subject to the completion of the **[REDACTED]**, the lock-up period shall be four years from the grant date, and such Awards shall vest in four equal installments of 25%, 25%, 25% and 25% on each anniversary of the grant date during the lock-up period.

The specific lock-up period and vesting schedule applicable to each participant shall be subject to the equity incentive agreement entered into between such participant and our Company.

If a participant ceases to maintain an employment or service relationship with our Group before the expiry of the applicable lock-up period, the treatment of his or her unvested Awards shall be determined in accordance with the Restricted Share Incentive Scheme, including, where applicable, the Administrator's right to permit such participant to continue holding the relevant Awards or require the transfer of such unvested Awards to the executive partner or its designated transferee.

Prior to vesting, the Awards granted to the participants under the Restricted Share Incentive Scheme shall not be transferred, pledged, used as security for debts or otherwise disposed of in any manner. Upon expiry of the applicable lock-up period, the vested Awards shall be disposed of through the relevant Employee Incentive Platforms in accordance with the Restricted Share Incentive Scheme and the procedures determined by the Administrator, including the applicable exit windows.

(g) Cancellation and transfer of Awards upon certain events

Upon the occurrence of certain events as specified under the Restricted Share Incentive Scheme, the Administrator shall have the right to require the relevant participant to transfer all or part of his or her Awards to the executive partner of the relevant Employee Incentive Platform or its designated transferee.

Events	Treatment of the Awards/ the consideration for repurchase
(i) Non-fault departure before the expiry of the applicable lock-up period	
Where a participant ceases to maintain his or her employment relationship with our Group before the expiry of the applicable lock-up period due to mutual agreement with our Group, loss of working capacity, death, disability, retirement or workforce reduction by our Group (the "**Non-Fault Termination**")	For unvested Awards, the Administrator may decide to: (i) permit such participant to continue holding the unvested Awards; or (ii) require such participant to transfer all of his or her unvested Awards to the executive partner or its designated transferee at a transfer price equal to the original subscription price of the relevant Awards plus interest calculated at a simple interest rate of 8% per annum from the grant date to the date of such non-fault departure. For vested Awards held by such participant before the non-fault departure, the treatment shall be subject to the exit arrangements under the Restricted Share Incentive Scheme.
(ii) Fault event, participation in other equity incentive plans or fault departure	
Where a participant commits certain fault events, accepts or enjoys equity incentives from other entities without approval during the period when he or she enjoys rights and assumes obligations under the Restricted Share Incentive Scheme, or is dismissed by our Group due to fault.	The Administrator shall have the right to require such participant to transfer all of his or her vested Awards which have not been exited or transferred and all of his or her unvested Awards to the executive partner or its designated transferee at a transfer price equal to the original subscription price of the relevant Awards. If such participant is liable to compensate our Group, the relevant compensation amount shall be deducted from the transfer price.

Events	Treatment of the Awards/ the consideration for repurchase
(iii) Post-departure misconduct	
Where, after departure, a participant engages in certain misconduct, including engaging in competing business within two years after departure, disclosing trade secrets or confidential information of our Group, or otherwise causing loss, damage or other material adverse effect to the business, property, reputation or employees of our Group.	The Administrator shall have the right to require such participant to transfer all of his or her vested Awards which have not been exited or transferred and all of his or her unvested Awards to the executive partner or its designated transferee at a transfer price equal to the original subscription price of the relevant Awards. If such participant is liable to compensate our Group, the relevant compensation amount shall be deducted from the transfer price.
(iv) Notice and cooperation	
Where the Administrator requires a participant to transfer the relevant Awards pursuant to the Restricted Share Incentive Scheme.	The Administrator shall issue a written notice to such participant as soon as practicable. Upon issuance of such notice, any rights of the participant in respect of the relevant Awards shall immediately cease to be effective. The participant shall cooperate in signing relevant documents, providing payment account information and completing the relevant registration procedures.

(h) Details of the Awards Granted and Outstanding Under the Restricted Share Incentive Scheme

As of the Latest Practicable Date, all Awards under the Restricted Share Incentive Scheme have been granted. Details of the Awards granted to Directors, Supervisors, senior management or connected persons under the Restricted Share Incentive Scheme are set out in "History, Development and Corporate Structure — Restricted Share Incentive Scheme" in this document.

E. OTHER INFORMATION

1. Estate Duty

Our Directors have been advised that no material liability for estate duty is likely to be imposed on our Company or any of the subsidiaries of our Company.

2. Litigation

As of the Latest Practicable Date, save as disclosed in this document, we were not aware of any other litigation or arbitration proceedings of material importance pending or threatened against us or any of our Directors that would have a material adverse effect on our financial condition or results of operations.

3. Joint Sponsors

The Joint Sponsors have made an application on our Company's behalf to the **[REDACTED]** of the Stock Exchange for the granting of the approval for the **[REDACTED]** of, and permission to **[REDACTED]**, all the Shares in issue and to be issued as mentioned in this document. All necessary arrangements [have been made] for the Shares to be admitted into **[REDACTED]**.

Each of the Joint Sponsors satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

The Joint Sponsors will receive an aggregate fee of US$900,000 for acting as the sponsors for the **[REDACTED]**.

4. Compliance Advisor

Our Company has appointed Maxa Capital Limited as our Compliance Advisor in compliance with Rule 3A.19 of the Listing Rules.

5. Preliminary Expenses

As of the Latest Practicable Date, our Company did not incur any material preliminary expenses.

6. No Material Adverse Change

Our Directors confirm that there has been no material adverse change in the financial or trading position or prospects of our Group since December 31, 2025 (being the date to which the latest consolidated financial statements of our Group were prepared).

7. Promoter

The promoters of our Company are the following 16 Shareholders of our Company:

(1) Beijing Xinghao Enterprise Management Center (Limited Partnership) (北京興昊企業管理中心(有限合夥))

(2) OmniVision Integrated Circuits Group, Inc. (豪威集成電路(集團)股份有限公司)

(3) Jiaxing Jizhong Chuangxin Enterprise Management Partnership (Limited Partnership) (嘉興極眾創芯企業管理合夥企業(有限合夥))

(4) Jiaxing Haohong Xinqin Enterprise Management Partnership (Limited Partnership) (嘉興豪宏芯勤企業管理合夥企業(有限合夥))

(5) Tianjin Haihe Yunbai Industrial Investment Fund Partnership (Limited Partnership) (天津海河沄柏產業投資基金合夥企業(有限合夥))

(6) Tianjin Weihao Haihe Phase I Equity Investment Partnership (Limited Partnership) (天津韋豪海河一期股權投資合夥企業(有限合夥))

(7) Xunxing Investment (Chongqing) Co., Ltd. (巡星投資(重慶)有限公司)

(8) Suzhou Qiming Rongqian Equity Investment Partnership (Limited Partnership) (蘇州啟明融乾股權投資合夥企業(有限合夥))

(9) Kunshan Qiming Rongkai Equity Investment Partnership (Limited Partnership) (昆山市啟明融凱股權投資合夥企業(有限合夥))

(10) Yiwu Weihao Yunxuan Phase I Private Equity Investment Fund Partnership (Limited Partnership) (義烏韋豪鋆軒一期私募股權投資基金合夥企業(有限合夥))

(11) Tianjin Haichuang Yihe Kechuang Technical Service Partnership (Limited Partnership) (天津海創益和科創合夥企業(有限合夥))

(12) Tianjin Haitai Haihe New Energy Industry Fund Partnership (Limited Partnership) (天津海泰海河新動能產業基金合夥企業(有限合夥))

(13) Xiamen Qingyue Gangcheng Venture Capital Partnership (Limited Partnership) (廈門清悅港成創業投資合夥企業(有限合夥))

(14) Shenzhen Looc Electronics Co., Ltd. (深圳市陸騏電子有限公司)

(15) WPG (China) Inc. (大聯大商貿有限公司)

(16) Tianjin Shangyuan Kechuang Technical Service Partnership (Limited Partnership) (天津尚遠科創技術服務合夥企業(有限合夥)).

Save as disclosed in this document, within the two years immediately preceding the date of this document, no cash, securities or other benefit has been paid, allotted or given, or is proposed to be paid, allotted or given to the promoters named above in connection with the **[REDACTED]** or the related transactions described in this document.

8. Taxation of Holders of H Shares

Hong Kong stamp duty, currently charged at the ad valorem rate of 0.10% on the higher of the consideration for or the market value of the H Shares, will be payable by the purchaser on every purchase and by the seller on every sale of any Hong Kong securities, including H Shares (in other words, a total of 0.20% is currently payable on a typical sale and purchase transaction involving H Shares). In addition, a fixed stamp duty of HK$5.00 is currently payable on any instrument of transfer of H Shares. Where one of the parties is a resident outside Hong Kong and does not pay the ad valorem duty due by it, the duty not paid will be assessed on the instrument of transfer (if any) and will be payable by the transferee. If no stamp duty is paid on or before the due date, a penalty of up to 10 times the duty payable may be imposed.

9. Qualifications and Consents of Experts

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

Name	Qualification
Guotai Junan Capital Limited	A licensed corporation under the SFO to conduct Type 6 (advising on corporate finance) regulated activities under the SFO
Ping An of China Capital (Hong Kong) Company Limited	Licensed corporation to conduct Type 6 (advising on corporate finance) regulated activities under the SFO
Commerce & Finance Law Offices. . .	Legal advisors to our Company as to PRC law
Commerce & Finance Law Offices . .	Legal advisor of our Company as to U.S. export control and sanctions law
KPMG	Certified Public Accountants Public Interest Entity Auditor registered in accordance with the Accounting and Financial Reporting Council Ordinance
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co	Independent Industry consultant

Each of the experts named above has given and has not withdrawn its consent to the issue of this document with the inclusion of its report, letter, summary of valuations, valuation certificates and/or legal opinion (as the case may be) and references to its name included in the form and context in which it respectively appears.

Save as disclosed in this document and in connection with the **[REDACTED]**, none of the experts named above is interested legally or beneficially in any shares of any member of our Group or has any right (whether legally enforceable or not) to **[REDACTED]** or to nominate persons to **[REDACTED]** securities in any member of our Group.

10. Binding Effect

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

11. Bilingual Document

The English language and Chinese language versions of this document are being published separately, in reliance upon the exemption provided by section 4 of the Companies (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong). In case of any discrepancies between the English language version and Chinese language version of this document, the English language version shall prevail.

12. Miscellaneous

(i) Save as disclosed in "History, Development and Corporate Structure" and in connection with the **[REDACTED]**, within the two years immediately preceding the date of this document:

(a) no share or loan capital of our Company or any of our subsidiaries has been issued nor agreed to be issued fully or partly paid either for cash or for a consideration other than cash;

(b) no commissions, discounts, brokerage fee or other special terms have been granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries;

(c) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option; and

(d) no commission has been paid or is payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure the subscriptions for any share in our Company or any of our subsidiaries.

(ii) There are no founder, management or deferred shares nor any debentures in our Company or any of our subsidiaries.

(iii) There are no arrangements under which future dividends are waived or agreed to be waived.

(iv) There are no procedures for the exercise of any right of pre-emption or transferability of subscription rights;

(v) There have been no interruptions in our business which may have or have had a significant effect on our financial position in the last 12 months immediately preceding the date of this document.

(vi) There are no restrictions affecting the remittance of profits or repatriation of capital by us into Hong Kong from outside Hong Kong.

(vii) No part of the equity or debt securities of our Company, if any, is currently **[REDACTED]** on or **[REDACTED]** in on any stock exchange or trading system, and no such **[REDACTED]** or permission to **[REDACTED]** on any stock exchange other than the Stock Exchange is currently being sought or proposed to be sought.

(viii) Our Company has no outstanding convertible debt securities or debentures.