OUR CONTROLLING SHAREHOLDERS

As at the Latest Practicable Date, our Company is owned as to 35.12% by Mr. Peng and 11.10% by Ms. Liu. Pursuant to the Acting in Concert Agreements, Mr. Peng and Ms. Liu, each also being an executive Director of our Company, agreed that they shall (i) consult each other in respect of the decision making relating to the business operation before voting unanimously at the general meetings or board meetings of the Company, and (ii) discuss with each other and reach a consensus before voting unanimously. For further details of Mr. Peng and Ms. Liu, please refer to the paragraph headed "Directors and Senior Management — Board of Directors."

Mr. Peng and Ms. Liu in aggregate hold 46.22% of the **[REDACTED]** share capital of our Company as at the Latest Practicable Date, and are together entitled to exercise and control the voting power in the general meetings of our Company attached to those Shares pursuant to the Acting in Concert Agreements. Accordingly, each of Mr. Peng and Ms. Liu is regarded as our Controlling Shareholder under the Listing Rules. Immediately after the completion of the **[REDACTED]**, assuming the **[REDACTED]** is not exercised, Mr. Peng and Ms. Liu will hold approximately **[REDACTED]**% in aggregate of the **[REDACTED]** share capital of our Company, and will remain as Controlling Shareholders upon completion of the **[REDACTED]**.

NO COMPETITION AND CLEAR DELINEATION OF BUSINESS

As at the Latest Practicable Date and so far as our Directors are aware, apart from their interests in our Group, none of our Controlling Shareholders and their respective close associates was engaged or had any interest in any business which, directly or indirectly, competes or may compete with the business of our Group, which would require disclosure under Rule 8.10 of the Listing Rules.

Our Group focuses on the Sci-tech innovation industry in the PRC, and is principally engaged in providing enterprise empowerment services alongside fund investment management services. Apart from their interests in our Group, our Controlling Shareholders together exercise approximately 52.52% of the voting rights in Wanglian Keji. Following completion of the reorganisation as set out in the section headed "History, Reorganisation and Corporate Structure — Reorganisation", Wanglian Keji principally engages in the following businesses which are excluded from our Group:

1. **Businesses in Sectors Prohibited from Foreign Investment:** investing in funds, where foreign enterprises are prohibited under the Negative List.

2. **Overseas Business:** investing in overseas funds focusing on Sci-tech innovation industry.

3. **Live Streaming E-commerce Business:** operating retail live streaming services and related multi-channel network activities, including talent incubation and fashion and lifestyle products band incubation.

Our Directors are of the view that there is clear delineation between the businesses of our Group and Wanglian Keji as (a) our Company, which will have Shareholders outside the PRC upon the **[REDACTED]**, will be restricted from engaging in the Foreign Prohibited Business under applicable PRC laws and regulations; (b) the Overseas Business is delineated geographically from the business of our Group as we focus on providing services in the PRC; and (c) the nature of the E-commerce

Business is differentfrom our core business and is neither ancillary nor incidental to it. In view of the above, our Directors do not expect there to be any overlap or competition between the businesses of Wanglian Keji and our Group after the **[REDACTED]**.

To ensure that competition will not exist in the future, each of our Controlling Shareholders [has entered into] the Deed of Non-Competition in favour of our Company. For more information, please see the paragraph headed "Deed of Non-Competition" in this section.

INDEPENDENCE FROM OUR CONTROLLING SHAREHOLDERS

Our Directors consider that we are capable of carrying out our business independently from our Controlling Shareholders and their respective close associates after the **[REDACTED]**, taking into account the following factors:

Management Independence

Our Board comprises four executive Directors, one non-executive Director and three independent non-executive Directors. Although each of Mr. Peng and Ms. Liu is an executive Director, and both of them are our Controlling Shareholders, our management and operational decisions are made by our Board and senior management, all of whom have substantial experience in the industry in which we are engaged and/or in their respective fields of expertise. Also, Mr. Peng and Ms. Liu have a track record of devoting sufficient time and energy to discharge their duties as our Directors and senior management and they will continue to focus on our Group's business. When performing their duties as Directors, they have been and will continue to be supported by the separate senior management team of our Group. The balance of power and authority is ensured by the operation of the senior management and our Board. Please refer to the section headed "Directors and Senior Management" for further details.

In addition, although Mr. Peng and Ms. Liu are our Controlling Shareholders, we consider that our Board and senior management will function independently from our Controlling Shareholders because of the following reasons:

(a) each of our Directors is aware of his/her fiduciary duties as a Director, which require, among others, that he/she must act for the benefit of and in the best interests of our Company and not allow any conflict between his/her duties as a Director and his/her personal interests;

(b) three out of our eight Directors are independent non-executive Directors who have extensive experience in different professions. They have been appointed pursuant to the requirements under the Listing Rules to ensure that the decisions of the Board are made only after due consideration of independent and impartial opinions. We believe our independent non-executive Directors will bring independent judgement to the decision-making process of our Board;

(c) our Directors shall not vote in any Board resolution approving any contract or arrangement or any other proposal in which he/she or any of his/her close associates has a material interest and shall not be counted in the quorum present at the particular Board meeting;

(d) our daily management and operations are carried out by a senior management team. Except for Mr. Peng and Ms. Liu, our senior management team members are independent from our Controlling Shareholders, all of whom have substantial experience in the industry in which our Company is engaged, and will therefore be able to make business decisions that are in the best interest of our Group; and

(e) we have adopted a series of corporate governance measures to manage conflicts of interest, if any, between our Group and our Controlling Shareholders which would support our independent management. Please refer to the paragraph headed "— Corporate Governance."

Operational Independence

We do not rely on our Controlling Shareholders and their close associates for our business development, staffing, logistics, administration, finance, internal audit, information technology, sales and marketing, or our company secretarial functions. We have our own departments specialising in these respective areas which have been in operation and are expected to continue to operate separately and independently from the Controlling Shareholders and their close associates. In addition, we have our own headcount of employees for our operations and management for human resources.

Based on the foregoing, our Directors believe that we are able to operate independently of our Controlling Shareholders and their close associates.

Financial Independence

Our Group has established an independent finance department with its own internal control, accounting, funding, reporting and financial systems and a team of independent financial staff, as well as a sound and independent financial system and makes financial decisions according to our Group's own business needs. Our Group has adequate capital to operate our business independently, and has sufficient internal resources to support our daily operations.

The trade or non-trade related amounts of our Group due to/from our Controlling Shareholders and their respective close associates during the Track Record Period will be settled before the **[REDACTED]**.

During the Track Record Period, none of the bank borrowings were guaranteed by our Controlling Shareholders and any of their close associates.

Our Group has sufficient capital to operate its business independently, and has adequate internal resources and a strong credit profile to support its daily operations. There will be no financial assistance, security and/or guarantee provided by our Controlling Shareholders or their close associates in favour of our Group or vice versa upon the **[REDACTED]**. We engaged an independent internal control consultant to assist us in putting in place controls in relation to transactions with connected persons and their associates to ensure that any advances to or from such persons are in compliance with the Listing Rules.

Having considered that our future operations are not expected to be financed by our Controlling Shareholders or their close associates, our Directors are of the view that our Group is financially independent from our Controlling Shareholders and their close associates.

DEED OF NON-COMPETITION

To ensure that competition does not develop between us and other business activities and/or interests of our Controlling Shareholders, each of our Controlling Shareholders (collectively, the "**Covenantors**" and each, a "**Covenantor**") has commercially agreed and [has] entered into a deed of non-competition with our Company (the "**Deed of Non-competition**") in favour of our Company (for ourselves and as trustee for the benefit of each of our subsidiaries from time to time) on [•]. Pursuant to the Deed of Non-competition, subject to the exceptions set out below, each of the Covenantors has irrevocably and unconditionally undertaken to our Company (for ourselves and on behalf of each other member of our Group) that it would not, and would procure that its close associates (except any members of our Group) not to, during the Restricted Period (as defined below), directly or indirectly, through third parties or with the assistance of third parties (whether such third parties are natural persons, legal persons, partnership or other organizations) in any form, either on its own account or in conjunction with or on behalf of any person, firm or company (except through any member of our Group), among other things, carry on, participate or be interested or engaged in or acquire or hold (in each case whether as a shareholder, director, partner, agent, employee or otherwise and whether for profit, reward or otherwise) any Restricted Business (as defined below) in the PRC and any other countries/regions in which any member of our Group operates, engages in or invests from time to time.

The "**Restricted Business**" stated in the Deed of Non-competition refers to any activity or business which competes, or is likely to compete, either directly or indirectly, with:

(a) the existing principal business activities of any member of our Group as set out in the section headed "Business" in this Document; and

(b) any other business from time to time conducted, engaged in or invested in by any member of our Group or which our Company has otherwise published an announcement on the website of the Stock Exchange stating its intention to conduct, engage in or invest in, save as disclosed in this Document.

The obligation of the Covenantors under the Deed of Non-competition will remain binding on the Covenantors until the earlier of the followings:

(a) the date on which the H Shares cease to be **[REDACTED]** on the Stock Exchange (except for temporary suspension of **[REDACTED]** of the H Shares on the Stock Exchange for any reason); or

(b) the date on which the Covenantors and its close associates, individually or collectively, cease to be entitled to exercise or control the exercise of not less than 30% in aggregate of the voting power at general meetings of our Company or otherwise cease to be a group of controlling shareholders of our Company.

"**Restricted Period**" shall mean the period commencing on the **[REDACTED]** until the earlier of the above events.

The above restrictions do not prohibit any of the Covenantors and his/her close associates (excluding members of our Group) from:

(a) holding interests in the shares of a company provided that:

(i) any Restricted Business conducted or engaged in by such company or its subsidiaries (or assets relating thereto) accounts for less than 10% of that company's consolidated turnover or consolidated assets, as shown in that company's latest audited consolidated financial statements; or

(ii) the total number of the shares held by the relevant Covenantor(s) and/or his/her close associates in aggregate does not exceed 10% of the **[REDACTED]** shares of that class of the company in question, and such Covenantor(s) and its close associates, whether acting singly or jointly, are not entitled to appoint a majority of the directors of that company and at all times there should exist at least one other shareholder of that company (together, where appropriate, with its close associates) whose shareholdings in that company should be more than the total number of shares held by such Covenantor(s) and its close associates; or

(b) seizing any business opportunity which competes with the Restricted Business after our Independent Board (as defined below) has confirmed in writing to the relevant Covenantor(s), pursuant to the Deed of Non-competition, that our Independent Board or the relevant member(s) of our Group has declined such business opportunity; or

(c) engaging in such businesses or activities which are already disclosed in this Document and already engaged or invested by the Covenantors and their close associates and may compete with the current principal business of any member our Group.

Each of the Covenantors has also undertaken to refer, or to procure the referral of, any investment or commercial opportunities relating to any Restricted Business ("**New Business Opportunities**" and each, a "**New Business Opportunity**") to us (for ourselves and as trustee for the benefit of each of our subsidiaries from time to time) in the following manner:

(a) upon identification of or being proposed or provided with any New Business Opportunity, Covenantors and/or their close associates shall notify our Company in writing as soon as reasonably practicable such New Business Opportunity (the "**Offer Notice**"). Such Offer Notice shall contain the nature of the New Business Opportunity, the identifying information of the target asset(s) or company(ies) (if applicable), details of the investment or acquisition cost, and all other information reasonably necessary for our Company to consider whether it should pursue the New Business Opportunity;

(b) upon receipt of the Offer Notice, we shall seek approval from the Board committee (including only independent non-executive Directors who have no interest (whether actual or potential, direct or indirect) in the relevant New Business Opportunity) (the "**Independent Board**") regarding whether our Company should pursue the New Business Opportunity as soon as reasonably practicable;

(c) the Independent Board shall take into account all relevant factors in considering whether our Company shall pursue the New Business Opportunity. Such factors may include, among other things, the financial impact of pursuing the New Business Opportunity, whether the nature of the New Business Opportunity is consistent with our Group's strategies and development plans and the prevailing general market conditions. If appropriate, the Independent Board may, at the cost of our Company, appoint independent financial advisers, legal advisers and/or other professional advisers to assist in the decision-making process in relation to such New Business Opportunity;

(d) each of the Covenantors and/or his/her close associate(s) shall use his/her best efforts to assist and procure that such New Business Opportunity is offered to our Company (and/or any of our subsidiaries) on terms that are fair and reasonable and no less favourable than those terms first offered to the relevant Covenantor and/or his/her close associate(s), or on more favourable terms or terms which are acceptable to our Company (and/or any of our subsidiaries);

(e) the Independent Board shall, within 20 business days upon receipt of the Offer Notice (or such longer period as the parties may agree in writing), inform the relevant Covenantor in writing on behalf of our Company of its decision whether to pursue the New Business Opportunity;

(f) if the relevant Covenantor and/or his/her close associates has received a notice from the Independent Board declining such New Business Opportunity, or if the Independent Board has failed to respond to the relevant Covenantor within 20 business days (or such longer period as the parties may agree in writing) upon receipt of the Offer Notice, the relevant Covenantor and/or his/her close associates shall be entitled (but not obliged) to pursue such New Business Opportunity;

(g) if there is any material change in the nature, terms or conditions of such New Business Opportunity pursued by the relevant Covenantor and/or his/her close associates, it shall refer such New Business Opportunity as so revised to our Company in the manner as set out in the Deed of Non-competition as if it were a New Business Opportunity; and

(h) if any Director and/or his/her respective close associate has actual or potential interests in the New Business Opportunity, such Director shall abstain from attending and voting at meetings convened to consider such New Business Opportunity (unless required by the Independent Board) and shall not be counted in the quorum.

Save as disclosed above, as of the date of the Deed of Non-competition, each of the Controlling Shareholders or any of their respective close associates (other than members of our Group) had not engaged in or participated in any Restricted Business, and had not held any direct or indirect interest in any company or enterprise engaged in the Restricted Business.

CORPORATE GOVERNANCE

We will comply with the provisions of the Corporate Governance Code in Appendix C1 to the Listing Rules, which set out principles of good corporate governance. Our Directors recognise the important of good corporate governance in protection of our Shareholders' interests. We have put in place sufficient corporate governance measures to manage the conflict of interest and potential competition from our Controlling Shareholders and safeguard the interest of our Shareholders, including:

(a) the independent non-executive Directors will review, on an annual basis, the compliance with non-competition undertakings by our Controlling Shareholders under the Deed of Non-competition;

our Controlling Shareholders shall provide all information requested by our Company which is necessary for the annual review by the independent non-executive Directors and the enforcement of the Deed of Non-competition;

(b) our Controlling Shareholders will make annual statements on compliance with the Deed of Non-competition in our annual reports, which is consistent with the principles of making disclosure in the corporate governance report of the annual report under the Listing Rules;

(c) a Director with material interests shall make full disclosure in respect of matters that conflict or potentially conflict with our interest and absent himself/herself from the Board meetings on matters in which such Director or any of his/her close associates have a material interest, unless the attendance or participation of such Director at such meeting of the Board is specifically requested by a majority of the independent non-executive Directors;

(d) in the event that our independent non-executive Directors are requested to review any conflicts of interests circumstances between our Group on the one hand and our Controlling Shareholders and/or our Directors on the other, our Controlling Shareholders and/or our Directors shall provide our independent non-executive Directors with all necessary information and our Company shall disclose the decisions of our independent non-executive Directors (including why business opportunities referred to it by our Controlling Shareholders were not taken up) either through its annual report or by way of announcements;

(e) where a Shareholders' meeting is to be held for considering proposed transactions in which our Controlling Shareholders or any of their close associates has a material interest, our Controlling Shareholders will not vote on the resolutions and shall not be counted in the quorum in the voting;

(f) our Company has established internal control mechanism to identify connected transactions. After the **[REDACTED]**, our Company will comply with the requirements in connection with connected transactions under the Listing Rules;

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

we have appointed Guosen Securities (HK) Capital Company Limited as our compliance adviser to provide advice and guidance to us in respect of compliance with the applicable laws and regulations, as well as the Listing Rules, including various requirements relating to directors' duties and corporate governance.

Our Directors consider that the above corporate governance measures are sufficient to manage any potential conflict of interests between our Controlling Shareholders and their respective close associates and our Group and to protect the interests of our Shareholders, in particular, the minority Shareholders after the **[REDACTED]**.