OVERVIEW

We [have] entered into certain transactions with our connected persons upon the **[REDACTED]**. Such transactions will continue after the **[REDACTED]** and will therefore constitute continuing connected transactions under Chapter 14A of the Listing Rules.

OUR CONNECTED PERSON

The following person, with whom we have entered into certain agreements in our ordinary course of business, will become our connected person as defined under the Listing Rules upon completion of the **[REDACTED]**:

Names of our connected person	Connected Relationship
Wanglian Keji	As at the Latest Practicable Date, Wanglian Keji was owned as to approximately 26.27% and 26.25% by Ms. Liu and Mr. Peng, respectively. Ms. Liu and Mr. Peng are parties acting in concert in relation to their interests in Wanglian Keji pursuant to an acting-in-concert agreement. As such, Wanglian Keji is an associate of Ms. Liu and Mr. Peng, and therefore a connected person of our Company.

SUMMARY OF OUR CONTINUING CONNECTED TRANSACTIONS

Transaction	Counterparty	Category of transaction	Applicable Listing Rules	Waiver sought
Fund Management .	Wanglian Keji	Non-exempt continuing connected transaction	14A.35 to 14A.36, 14A.46, 14A.52 to 14A.53 and 14A.105	Requirements as to announcement, circular, independent shareholders' approval and annual caps
Partnership	Wanglian Keji	Non-exempt continuing connected transaction	14A.35 to 14A.36, 14A.46 and 14A.105	Requirements as to announcement, circular, independent shareholders' approval

NON-EXEMPT CONTINUING CONNECTED TRANSACTIONS

Fund Management Framework Agreement

Background and principal terms

We expect to enter into the fund management framework agreement with Wanglian Keji (the "**Fund Management Framework Agreement**") prior to **[REDACTED]** to regulate the arrangements in relation to the funds managed by our Group as fund manager in respect of the 67 fund of funds of which Wanglian Keji's subsidiary is the general partner (the "**Relevant Investment Funds**"). Wanglian Keji's subsidiary became the general partner of certain Relevant Investment Funds upon completion of the transfer of the equity interests in certain companies by our Group to Wanglian Keji on 27 November 2024. Such transfers were conducted by our Group in order to ensure compliance with the Negative List. For more details, see "History, Reorganisation and Corporate Structure — Reorganisation of Wanglian Keji (For the Enterprise Empowerment Services) — Disposal of businesses by our Company".

Pursuant to the Fund Management Framework Agreement, as fund manager, our Group is entitled to receive management fees and carried interest in respect of the Relevant Investment Funds, which will be determined in accordance with the terms of the underlying fund documents governing such management fees and carried interest arrangements (the "**Underlying Fund Agreements**"). The management fees in respect of the Relevant Investment Funds are charged and receivable by our Group only for the first year in accordance with the relevant Underlying Fund Agreements.

The Fund Management Framework Agreement shall become effective on the **[REDACTED]** and will continue until 31 December 2036, unless otherwise terminated upon the occurrence of specified events in accordance with its terms. The specified events include material breach by a party which is not remedied within the prescribed period.

For the avoidance of doubt, the Fund Management Framework Agreement applies only to the Relevant Investment Funds, being the 67 fund of funds from which our Group derived management fees and/or carried interest as at the Latest Practicable Date, and does not apply to any subsequent investment funds established or managed by our Group.

Pricing policy

The management fees receivable by our Group are generally charged as a one-time fee at a rate of 2% of the committed capital, which is typically the first year, in accordance with the relevant Underlying Fund Agreements. The amount of carried interest receivable by us will depend on the performance of the relevant investments held by the Relevant Investment Funds, the satisfaction of the hurdle rates, and the occurrence and timing of relevant exit events and distributions, and the carried interest is payable only if, and to the extent that, the applicable distribution conditions under the relevant Underlying Fund Agreements have been satisfied. Such management fees and carried interests was determined after arm's length negotiations between our Group and the other parties to the relevant Underlying Fund Agreements in the ordinary and usual course of business, with reference to (i) comparable funds managed by our Group and (ii) comparable funds in the market.

Reasons for the transaction

Our Directors believe that the management fees and carried interest arrangements under the Fund Management Framework Agreement are in the interest of our Company and the Shareholders as a whole. The management fee arrangements reflect the commercial terms on which our Group provides fund management and related services to the Relevant Investment Funds, while carried interest forms an integral part of the compensation and incentive structure commonly adopted in the private equity and alternative asset management industry. Such arrangements align the interests of the Group as fund manager and other relevant participants with the performance of the underlying investment funds and incentivise long-term value creation and disciplined investment execution throughout the life cycle of the Relevant Investment Funds.

Our Directors further believe that the arrangements contemplated under the Fund Management Framework Agreement are commercially necessary in light of the nature of the Relevant Investment Funds. While management fees in respect of the Relevant Investment Funds are charged only for the first year in accordance with the relevant Underlying Fund Agreements, the realisation of carried interest of the Relevant Investment Funds is contingent upon the long-term performance and successful exit of the underlying investments, and therefore the economic outcome of the arrangement as a whole can only be assessed over the full operating life of the relevant funds rather than within a short fixed period. Accordingly, our Directors consider that the Fund Management Framework Agreement reflects the commercial substance of the underlying arrangements and is consistent with the way in which management fees and carried interest arrangements are typically structured in the private equity fund management industry.

Corporate governance measures

Our Company has adopted internal control and corporate governance measures to monitor the transactions contemplated under the Fund Management Framework Agreement. In particular, our Company will review and monitor the implementation of the Fund Management Framework Agreement and ensuring that the transactions are conducted in accordance with its terms, the Underlying Fund Agreements and the applicable requirements under Chapter 14A of the Listing Rules.

The Board and senior management will review the operation of the Fund Management Framework Agreement on a regular basis. Our Company will also monitor the carried interest receivable by our Group under the relevant Underlying Fund Agreements to ensure compliance with the terms of the Fund Management Framework Agreement and formula, as the case may be. Our Company will also ensure that the fixed percentage of carried interest receivable by our Group in respect of each Relevant Investment Fund remains unchanged after **[REDACTED]**, unless our Company has re-complied with the applicable requirements under Chapter 14A of the Listing Rules.

The independent non-executive Directors and the auditors of our Company will review the transactions contemplated under the Fund Management Framework Agreement on an annual basis and confirm in our Company's annual reports the matters required under Rules 14A.55 and 14A.56 of the Listing Rules, respectively.

Term of the Fund Management Framework Agreement

Under Rule 14A.52 of the Listing Rules, any agreement for continuing connected transactions must not exceed three years except in special circumstances where the nature of the transactions requires the agreement to be for a longer duration.

Our Directors are of the view that it is reasonable for the Fund Management Framework Agreement to be entered into for a term exceeding three years and ending on 31 December 2036. This is because the management fees and carried interest arrangements relate to the Relevant Investment Funds managed by our Group, and the duration of such arrangements should properly align with the life cycle of the Relevant Investment Funds. The Relevant Investment Funds typically have a term ranging from seven to 10 years, which is consistent with applicable PRC regulatory requirements for private equity funds and prevailing market practice, with a 10-year term being common in the private equity fund industry. The realisation of carried interest generally depends on exit events that may occur only towards the later stages of a fund's life. Accordingly, a term of not more than three years would be artificial and would not adequately reflect the commercial substance and duration of the Relevant Investment Funds.

Our Directors further believe that a longer term is necessary to provide stability and continuity to the Relevant Investment Funds and their stakeholders, including Wanglian Keji and its subsidiaries and external limited partners. A stable framework agreement helps preserve continuity in fund management arrangements and incentive alignment throughout the investment and exit cycle of the Relevant Investment Funds. Repeated renewal of the framework agreement during the life of the Relevant Investment Funds would be burdensome and may create unnecessary uncertainty for the relevant parties.

Historical transaction amounts

During the Track Record Period, our Group recorded management fee income and carried interest income from the Relevant Investment Funds as follows:

	For the year ended 31 December 2023	For the year ended 31 December 2024	For the year ended 31 December 2025
	RMB'000	*RMB'000*	*RMB'000*
Management fee	7,126	714	403
Carried interest	23,738	12,247	9,490
Total	30,864	12,961	9,893

The historical carried interest income recognised by our Group was determined in accordance with the terms of the relevant Underlying Fund Agreements. The amount and timing of carried interest income recognised historically depended on the occurrence of exit events and distributions by the Relevant Investment Funds and therefore did not necessarily arise on a regular or recurring basis from year to year.

Annual caps

Under Rule 14A.53(1) of the Listing Rules, the Company is generally required to set annual caps for continuing connected transactions in monetary terms.

Our Company expects that the management fees receivable by our Group under the Fund Management Framework Agreement for each of the years ending 31 December 2036 will be immaterial, as management fees in respect of the Relevant Investment Funds are generally charged only for the first year in accordance with the relevant Underlying Fund Agreements. As the carried interest receivable by our Group is inherently contingent and not capable of being estimated with reasonable accuracy in advance, our Company has set the annual caps for the carried interest receivable by our Group under the Fund Management Framework Agreement by reference to a formula, rather than fixed monetary amounts. Pursuant to the terms of the relevant Underlying Fund Agreements, the carried interest receivable by our Group in respect of each Relevant Investment Fund is generally charged at 5%. For details of the principal terms of the Underlying Fund Agreements, see "Business — Fund Manager of Fund of Funds — Principal terms of our fund of funds partnership agreements and authorisation agreements".

Our Company considers the formula set out above to be fair and reasonable and in the interests of our Company and the Shareholders as a whole because (i) our Group's entitlement is determined strictly in accordance with the terms of the relevant Underlying Fund Agreements, (ii) the applicable percentage was determined at the time of establishment of the Relevant Investment Funds and is not subject to unilateral adjustment by our Group or Wanglian Keji, and (iii) although the monetary amount of carried interest cannot be ascertained in advance with precision, our Group's economic entitlement in respect of each Relevant Investment Fund is subject to a pre-determined formula-based limit.

The amount and timing of carried interest income recognised by our Group varied depending on whether and when the Relevant Investment Funds realised investment gains and made distributions in accordance with the relevant Underlying Fund Agreements. Accordingly, the adoption of fixed monetary annual caps for the carried interest arrangements would be unsuitable.

Listing Rules implications

As the highest applicable percentage ratio in respect of the transactions contemplated under the Fund Management Framework Agreement is expected to exceed 5% on an annual basis, such transactions will, upon **[REDACTED]**, constitute non-exempt continuing connected transactions under Chapter 14A of the Listing Rules and are subject to the applicable reporting, annual review, announcement, circular and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

Our Company will re-comply with the applicable requirements under Chapter 14A of the Listing Rules if (i) it enters into any fund management arrangements with connected persons in relation to any investment fund other than the Relevant Investment Funds, or (ii) there is any change to the fixed percentage of carried interest receivable by our Group under the relevant Underlying Fund Agreements which would require re-compliance under Chapter 14A of the Listing Rules.

Waiver from strict compliance with setting the annual caps

Our Company has applied to the Stock Exchange for, and the Stock Exchange [has granted], a waiver from strict compliance with Rule 14A.53(1) of the Listing Rules so as to allow our Company to set the annual caps for the carried interest under the Fund Management Framework Agreement as a formula for the following reasons:

(a) it is impracticable for our Company to accurately estimate the monetary amount of carried interest receivable by our Group in any given financial year, as such amount depends on various factors which are inherently uncertain and largely beyond our Company's control, including the timing of exit events, the performance of the underlying portfolio investments, the satisfaction of applicable hurdle rates or return thresholds, prevailing market conditions and the value realised upon disposal of the relevant investments;

(b) the timing and amount of carried interest distributions by the Relevant Investment Funds are not regular or predictable and may be concentrated in particular financial periods depending on the investment and exit cycle of the relevant funds; accordingly, imposing arbitrary monetary annual caps would be unduly burdensome and may not reflect the commercial reality of the transactions;

(c) our Group's entitlement to carried interest in respect of each Relevant Investment Fund is already subject to a fixed pre-determined percentage under the relevant Underlying Fund Agreements, and such percentage will not change after **[REDACTED]**; accordingly, while the monetary outcome cannot be forecast with reasonable accuracy, the entitlement of our Group is nevertheless constrained by an objective formula-based mechanism; and

(d) it would not be in the interests of our Company and the Shareholders to impose fixed monetary caps on the carried interest arrangements where the upside to our Group depends on the successful performance and exits of the Relevant Investment Funds, as such caps may impose an artificial ceiling on the economic benefits that our Group may otherwise realise in accordance with the agreed commercial terms of the relevant Underlying Fund Agreements.

Conditions of the waiver and ongoing compliance

The Stock Exchange [has granted] the waiver from strict compliance with the requirement under Rule 14A.53(1) of the Listing Rules in respect of the continuing connected transactions under the Fund Management Framework Agreement is subject to the following conditions:

(a) our Company will comply with the announcement, circular and independent shareholders' approval requirements under Chapter 14A of the Listing Rules if there is any material change to the terms of the Fund Management Framework Agreement or the relevant carried interest arrangements;

(b) our Company will execute and ensure that the transactions in relation to the Fund Management Framework Agreement are undertaken in accordance with the terms of the Fund Management Framework Agreement and the relevant Underlying Fund Agreements;

(c) the senior management of our Company will use their best endeavours to supervise compliance with the terms of the Fund Management Framework Agreement and the applicable Listing Rules requirements, to the extent not waived by the Stock Exchange, on a regular basis;

(d) the independent non-executive Directors and the auditors of our Company will review the transactions contemplated under the Fund Management Framework Agreement on an annual basis and confirm in the annual reports of our Company the matters set out in Rules 14A.55 and 14A.56 of the Listing Rules, respectively;

(e) our Company will disclose in this Document the background to, and principal terms of, the Fund Management Framework Agreement, the grounds for the waiver sought and the Directors' view that the transactions contemplated thereunder are fair and reasonable and in the interests of our Company and the Shareholders as a whole; and

(f) in the event of any future amendment to the Listing Rules imposing more stringent requirements than those in force as at the date of this Document on the transactions contemplated under the Fund Management Framework Agreement, our Company will take immediate steps to ensure compliance with such new requirements.

Waiver from strict compliance with the announcement, circular and independent shareholders' approval requirements

Rule 14A.105 of the Listing Rules provides that the Stock Exchange may waive the announcement, circular and independent shareholders' approval requirements for continuing connected transactions entered into by a new applicant or its subsidiaries.

As the continuing connected transactions contemplated under the Fund Management Framework Agreement will be carried out on a continuing basis and will extend over a period of time, our Directors consider that strict compliance with the announcement, circular and independent shareholders' approval requirements under the Listing Rules would be unduly burdensome and would impose unnecessary administrative costs on our Company. Accordingly, we have applied to the Stock Exchange for, and the Stock Exchange [has granted] us, a waiver under Rule 14A.105 of the Listing Rules from strict compliance with the announcement, circular and independent shareholders' approval requirements in respect of the continuing connected transactions contemplated under the Fund Management Framework Agreement.

Apart from the requirements from which a waiver is sought, the Company will comply with the applicable requirements under Chapter 14A of the Listing Rules. In the event of any future amendments to the Listing Rules imposing more stringent requirements than those applicable as of the Latest Practicable Date on the continuing connected transactions referred to in this document, we will take immediate steps to ensure compliance with such new requirements within reasonable time.

Partnership Framework Agreement

Principal terms

We expect to enter into the partnership framework agreement with Wanglian Keji (including, for the purpose of the Partnership Framework Agreement, its subsidiaries) (the "**Partnership Framework Agreement**") prior to **[REDACTED]**, pursuant to which our Group may, from time to time during the term of the Partnership Framework Agreement, establish direct investment funds (the "**Direct Investment Funds**") and admit Wanglian Keji as a partner in such Direct Investment Funds by entering into the relevant partnership agreements and related fund documents.

Under the Partnership Framework Agreement, our Group and Wanglian Keji may jointly contribute capital to the Direct Investment Funds. Our Group may act as either the general partner or a limited partner, where our Group acts as general partner and fund manager, our Group is entitled to receive management fees and, where applicable, carried interest in accordance with the terms of the relevant partnership agreements and related fund documents. As a limited partner, Wanglian Keji will only be entitled to receive distributions from the relevant Direct Investment Funds in accordance with the terms of the relevant partnership agreements and related fund documents, typically upon exit of the underlying investments or upon dissolution or termination of the relevant Direct Investment Funds.

The initial term of the Partnership Framework Agreement shall commence on the **[REDACTED]** and expire on [31 December 2028], subject to renewal by mutual agreement of the parties. The parties shall enter into separate underlying agreements to set out the specific terms and conditions of the Direct Investment Funds pursuant to the Partnership Framework Agreement.

Reasons for the transactions

Our Directors believe that the transactions contemplated under the Partnership Framework Agreement are conducted in the ordinary and usual course of business of our Group and on normal commercial terms.

The entry into the Partnership Framework Agreement with Wanglian Keji is in line with our Group's ordinary fund establishment and management activities. It is common market practice for strategic stakeholders and other persons connected with a fund manager to participate as limited partners in funds managed by the relevant group, on the same or substantially the same commercial terms as those offered to independent third-party investors in the same fund. Such arrangements help align the interests of our Group and fund investors and are in furtherance of the commercial objectives of the Direct Investment Funds.

Historical transaction amounts

The historical transaction amount set out below represent the capital contributions made by our Group to the relevant Direct Investment Funds during the Track Record Period:

	For the year ended 31 December 2023	For the year ended 31 December 2024	For the year ended 31 December 2025
	RMB'000	*RMB'000*	*RMB'000*
Capital contribution by our Group as general partner	11,000	—	21,500

Annual caps

The annual caps for the capital contribution/commitment by our Group as general partner and/or limited partner to the funds in which Wanglian Keji also participates under the Partnership Framework Agreement for the years ending 31 December 2026, 2027 and 2028 are RMB40 million, RMB50 million and RMB60 million, respectively.

In determining the above annual caps, our Directors have taken into account our Group's business plan, which anticipates the establishment of an increasing number of Direct Investment Funds over the next three years, having regard to the expected increase in the number of funds to be established, market expansion, enhanced fund-raising capabilities and the expected growth of our fund management business after **[REDACTED]**.

Our Directors are of the view that the above annual caps are fair and reasonable and in the interests of our Company and the Shareholders as a whole.

Corporate governance measures

Our Group has adopted internal control and corporate governance measures to monitor the transactions contemplated under the Partnership Framework Agreement. In particular, our Group will designate personnel to maintain records of the Direct Investment Funds, the Partnership Framework Agreement, our Group's capital commitments and/or capital contributions, as well as any distributions and/or other amounts payable to our Group thereunder.

The finance department and senior management of our Company will review the transaction amounts under the Partnership Framework Agreement on a regular basis to ensure that the annual caps are not exceeded and that the terms offered to Wanglian Keji remain substantially the same as those offered to independent third-party investors in the same Direct Investment Funds.

The independent non-executive Directors and the auditors of our Company will review the transactions contemplated under the Partnership Framework Agreement on an annual basis and confirm in the annual reports of our Company the matters required under Rules 14A.55 and 14A.56 of the Listing Rules, respectively.

Listing Rule implications

As the highest applicable percentage ratio in respect of the annual caps for the transactions contemplated under the Partnership Framework Agreement is expected to exceed 5% on an annual basis, such transactions will, upon **[REDACTED]**, constitute non-exempt continuing connected transactions of our Company and will be subject to the reporting, announcement, annual review and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

Waiver from strict compliance with the announcement, circular and independent shareholders' approval requirements

Rule 14A.105 of the Listing Rules provides that the Stock Exchange may waive the announcement, circular and independent shareholders' approval requirements for continuing connected transactions entered into by a new applicant or its subsidiaries.

As the continuing connected transactions contemplated under the Partnership Framework Agreement will be carried out on a continuing basis and will extend over a period of time, our Directors consider that strict compliance with the announcement, circular and independent shareholders' approval requirements under the Listing Rules would be unduly burdensome and would impose unnecessary administrative costs on our Company. Accordingly, we have applied to the Stock Exchange for, and the Stock Exchange [has granted] us, a waiver under Rule 14A.105 of the Listing Rules from strict compliance with the announcement, circular and independent shareholders' approval requirements in respect of the continuing connected transactions contemplated under the Partnership Framework Agreement for a term commencing from the **[REDACTED]** until the expiry date of the Partnership Framework Agreement, being [31 December 2028].

Apart from the requirements from which a waiver is sought, the Company will comply with the applicable requirements under Chapter 14A of the Listing Rules. In the event of any future amendments to the Listing Rules imposing more stringent requirements than those applicable as at the Latest Practicable Date on the continuing connected transactions referred to in this Document, we will take immediate steps to ensure compliance with such new requirements within reasonable time.

DIRECTORS' CONFIRMATION

Our Directors (including the independent non-executive Directors) are of the view that (1) the continuing connected transactions described above in this section have been and will be entered into in the ordinary and usual course of business of our Group, on normal commercial terms or better, and are fair and reasonable and in the interests of our Company and our Shareholders as a whole; and (2) the proposed annual caps for the Partnership Framework Agreement are fair and reasonable and are in the interests of our Company and our Shareholders as a whole.

SOLE SPONSOR'S CONFIRMATION

Based on the documents and information provided by our Company and due diligence conducted, the Sole Sponsor is of the view that (i) the continuing connected transactions described above in this section have been and will be entered into in the ordinary and usual course of business of our Group, on normal commercial terms or better, and are fair and reasonable and in the interests of our Company and our Shareholders as a whole; and (ii) the proposed annual caps for the Partnership Framework Agreement are fair and reasonable and are in the interests of our Company and our Shareholders as a whole.

In addition, taking into consideration (i) the reasons for the entering into the Fund Management Framework Agreement, (ii) the market practice in the fund management industry for similar cooperation agreement, and the confirmation from iResearch as set out above, and (iii) the fact that the relevant arrangements were negotiated on an arm's length basis and in accordance with the corporate governance measures of our Company, the Sole Sponsor is of the view that it is reasonable for the Fund Management Framework Agreement to be entered into for a term which will continue until terminated in accordance with their respective terms, and it is normal business practice for agreements of this type to be of such duration.