

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation of Our Company

Our Company was incorporated as an exempted company with limited liability under the laws of the Cayman Islands on May 8, 2026. We were registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on [●], and have established a place of business in Hong Kong at 40/F, Dah Sing Financial Center, 248 Queen’s Road East, Wanchai, Hong Kong. Ms. CHEUNG Lai Ha has been appointed as the authorized representative to accept service of process and notices on behalf of our Company in Hong Kong.

As our Company is incorporated under the laws of the Cayman Islands, our operations are subject to the relevant laws and regulations of the Cayman Islands. A summary of our Memorandum and Articles of Association and relevant aspects of Cayman Islands law is set out in “Summary of the Constitution of the Company and the Company Laws of the Cayman Islands” in Appendix III.

2. Changes in the Capital of Our Company

The following sets out the changes in the issued share capital of our Company within the two years immediately preceding the date of this document:

- On May 8, 2026, our Company was incorporated under the laws of the Cayman Islands as an exempted company with limited liability as the ultimate holding company of our Group. Upon incorporation, our Company had an authorized share capital of EUR1,000,000 divided into 10,000,000,000 ordinary shares of par value of EUR0.0001 each. One ordinary share was allotted and issued to an initial subscriber at par value, and was then transferred to ClubMed BVI (which is wholly owned by Fosun International) at par value; and
- On May 8, 2026, our Company further allotted and issued 9,999,999,999 ordinary shares to ClubMed BVI at par value.

Save as disclosed above and in “–A. Further Information about Our Group–4. Resolutions of Our Shareholders,” there has been no alteration in the capital of our Company within the two years immediately preceding the date of this document.

3. Changes in the Capital of Our Major Subsidiaries

We have applied for, and the Stock Exchange [has granted], a waiver from strict compliance with the requirements of paragraph 26 of Appendix D1A to the Listing Rules in respect of the disclosure of particulars of alterations in the capital of any member of the Group within the two years immediately preceding the issue of this document. See “Waivers and Exemption–Disclosure of Alterations in Capital.”

A summary of the corporate information and the particulars of our Major Subsidiaries are set out in “History, Reorganization and Corporate Structure–Our Major Subsidiaries.”

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The following sets out the changes in the capital of our Major Subsidiaries within the two years immediately preceding the date of this document:

Operadora de Aldeas Vacacionales, S.A. de C.V.

- On September 4, 2024, its variable capital stock was increased from MXN2,119,892,709.00 to MXN2,339,392,709.00;
- On December 10, 2024, its variable capital stock was increased from MXN2,339,392,709.00 to MXN2,510,392,709.00;
- On September 5, 2025, its variable capital stock was increased from MXN2,510,392,709.00 to MXN2,722,392,709.00; and
- On February 26, 2026, its variable capital stock was increased from MXN2,722,392,709.00 to MXN2,908,892,709.00.

Club Med Marine

- On November 7, 2025, its share capital was increased from EUR14,470,471.44 to EUR24,549,765.48 through the issue of 661,371 new ordinary shares, which was then reduced by EUR10,079,294.04 back to EUR14,470,471.44 through cancellation of those shares.

Holiday Village of Punta Cana, S.A.

- On March 23, 2026, its share capital was increased from RD10,311,977,300.00 to RD17,977,321,200.00.

Club Med Amerique du Nord

- On November 7, 2025, its share capital was increased by from EUR107,496,000 to EUR297,496,000 by way of set-off against receivables, which was then reduced by EUR190,000,000 back to EUR107,496,000 by absorption of losses and set-off against unavailable reserves.

Save as disclosed above, there has been no alteration in the capital of our Major Subsidiaries within the two years immediately preceding the date of this document.

4. Resolutions of Our Shareholders

On [●], resolutions of our Shareholders were passed pursuant to which, among other things:

- (a) the Memorandum and the Articles were approved and adopted with effect from the [REDACTED];
- (b) subject to the conditions stated in “Structure of the [REDACTED]–Conditions of the [REDACTED]” being fulfilled:
 - (i) every [REDACTED] issued and unissued ordinary shares of par value of EUR0.0001 each would be consolidated into one ordinary share of par value of EUR[REDACTED] each;

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- (ii) the [REDACTED] (including the [REDACTED] and the [REDACTED], [REDACTED] and [REDACTED]) and the [REDACTED] were approved and our Directors were authorized to allot and issue the [REDACTED] pursuant to the [REDACTED];
- (iii) a general unconditional mandate (the “**Issue Mandate**”) was granted to our Directors to exercise all powers of our Company to allot, issue and deal with Shares, securities convertible into Shares, or options, warrants or similar rights to subscribe for Shares or such convertible securities (including the power to sell or transfer any treasury shares, and to make an offer or agreement, or grant securities which would or might require Shares to be allotted and issued or treasury shares to be sold or transferred), and to make or grant offers, agreements, or options which would or might require Shares to be issued, allotted or dealt with, whether during the continuance of the Applicable Period (as defined below) or thereafter, provided that the aggregate number of Shares so allotted or agreed to be allotted shall not exceed the aggregate of [REDACTED]% of the number of Shares in issue immediately following the completion of the [REDACTED];
- (iv) a general unconditional mandate (the “**Repurchase Mandate**”) was granted to our Directors to exercise all powers of our Company to repurchase Shares on the Stock Exchange or on any other stock exchange on which the Shares may be listed (and which is recognized by the SFC and the Stock Exchange for this purpose), provided that such number of Shares so repurchased shall not exceed [REDACTED]% of the number of the Shares in issue immediately following the completion of the [REDACTED]; and
- (v) the Issue Mandate was extended by the addition to the aggregate number of the Shares which may be allotted and issued, or agreed to be allotted and issued, by our Directors pursuant to such general mandate of an amount representing the aggregate number of the Shares purchased by our Company pursuant to the Repurchase Mandate, provided that such extended amount shall not exceed [REDACTED]% of the number of Shares in issue immediately following the completion of the [REDACTED].

Each of the general mandates referred to above will continue in force until:

- the conclusion of the next annual general meeting of our Company;
- the expiration of the period within which the next annual general meeting of our Company is required to be held under any applicable laws or the Memorandum and Articles, or
- revoked or varied by an ordinary resolution of the Shareholders in general meeting,

whichever occurs first (the “**Applicable Period**”).

5. Restriction on Share Repurchases

The following paragraphs set out the restrictions imposed by the Listing Rules on share repurchases and provide further information about the repurchase of our own securities.

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(a) Shareholders' approval

An issuer whose primary listing is on the Stock Exchange may only purchase shares on the Stock Exchange, either directly or indirectly, if (i) the shares proposed to be purchased are fully-paid up, and (ii) its shareholders have given a specific approval or a general mandate to its directors by way of an ordinary resolution passed at a general meeting.

Pursuant to a resolution passed by our Shareholders on [●], the Repurchase Mandate was granted to our Directors, which will continue in force during the Applicable Period.

(b) Size of mandate

The total number of shares which an issuer is authorized to purchase may not exceed 10% of the number of issued shares of the company as of the date of the resolution granting the general mandate.

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately following the Share Consolidation and the completion of the [REDACTED] (assuming the [REDACTED] is not exercised and no additional Shares are issued pursuant to our Pre-[REDACTED] Share Schemes), could accordingly result in up to [REDACTED] Shares being repurchased by our Company.

(c) Reasons for repurchases

Our Directors believe that the ability to repurchase Shares is in the interests of our Company and the Shareholders. Repurchases may, depending on the circumstances, result in an increase in the net assets and/or earnings per Share. Our Directors sought the grant of a general mandate to repurchase Shares to give our Company the flexibility to do so if and when appropriate. The number of Shares to be repurchased on any occasion and the price and other terms upon which the same are repurchased will be decided by our Directors at the relevant time having regard to the circumstances then pertaining. Repurchases of Shares will only be made when our Directors believe that such repurchases will benefit our Company and our Shareholders.

(d) Source of funds

Repurchases must be funded out of funds legally available for the purpose in accordance with our Articles and the applicable laws and regulations of Hong Kong and the Cayman Islands. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time. Subject to the foregoing, any purchases by our Company may be made out of profits or out of proceeds of a new issue of Shares made for the purpose of the purchase or from sums standing to the credit of our share premium account or out of capital, if so authorized by the Articles and subject to the Cayman Companies Act. Any premium payable on the purchase over the par value of the Shares to be purchased must have been provided for out of profits or from sums standing to the credit of our share premium account or out of capital, if so authorized by the Articles and subject to the Cayman Companies Act.

(e) Dealing restrictions

An issuer whose primary listing is on the Stock Exchange may not make a new issue of shares or announce a proposed new issue of shares for a period of 30 days after any purchase by it of shares,

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whether on the Stock Exchange or otherwise (other than an issue of securities pursuant to the exercise of warrants, share options or similar instruments requiring the company to issue securities, which were outstanding prior to that purchase of its own securities), without the prior approval of the Stock Exchange. In addition, an issuer shall not purchase its shares on the Stock Exchange if the purchase price is higher by 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Stock Exchange. The Listing Rules also prohibit an issuer from purchasing its shares on the Stock Exchange if that purchase would result in the number of listed securities which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange.

An issuer shall procure that any broker appointed by it to effect the purchase of its shares shall disclose to the Stock Exchange such information with respect to the purchases made on behalf of the company as the Stock Exchange may require.

(f) *Status of repurchased Shares*

The listing of all repurchased Shares (whether through the Stock Exchange or otherwise) shall be automatically canceled and the relevant documents of title must be canceled and destroyed as soon as reasonably practicable.

Under the laws of the Cayman Islands, the Shares repurchased may (i) be treated by our Company as canceled; or (ii) be held by our Company as treasury Shares, and in each case the aggregate amount of authorized share capital would not be reduced.

(g) *Suspension of repurchase*

An issuer shall not purchase its shares on the Stock Exchange at any time after inside information has come to its knowledge until the information is made publicly available. In particular, during the period of one month immediately preceding the earlier of (i) the date of the board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the company’s results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (ii) the deadline for the company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement, the listed company may not purchase its shares on the Stock Exchange, unless the circumstances are exceptional.

In addition, the Stock Exchange may prohibit an issuer from making purchases of shares on the Stock Exchange if the Stock Exchange considers that the company has committed a breach of the Listing Rules which apply to that company.

(h) *Reporting requirements*

Certain information relating to repurchases of securities on the Stock Exchange or otherwise must be reported to the Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the following business day. In addition, an issuer’s annual report is required to disclose details regarding repurchases of

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securities made during the year, including a monthly analysis of the number of securities repurchased, the purchase price per share or the highest and lowest price paid for all such repurchases, where relevant, and the aggregate prices paid.

(i) Core connected persons

An issuer shall not knowingly purchase its shares on the Stock Exchange from a core connected person and a core connected person shall not knowingly sell shares to the company on the Stock Exchange.

None of our Directors nor, to the best of their knowledge having made all reasonable inquiries, any of their respective close associates have any present intention to sell any Shares to our Company.

None of our core connected persons have notified our Company that they have a present intention to sell Shares to our Company, or have undertaken not to sell any of the Shares held by them to our Company, in the event that the Repurchase Mandate is approved.

(j) General

Our Directors have undertaken to the Stock Exchange to exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws in the Cayman Islands.

If, as a result of any repurchase of Shares, a Shareholder’s proportionate interest in the voting rights of our Company is increased, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contract

The following contract (not being contract entered into in the ordinary course of the business carried on or intended to be carried on by our Company) was entered into by any member of our Group within the two years preceding the date of this document and is or may be material:

- (a) the [REDACTED]

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2. Our Intellectual Property Rights

(a) Trademarks

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

No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
1.		39, 41, 43	Club Med SAS	Algeria, Australia, PRC, South Korea, Spain, Israel, Italy, Japan, Malaysia, Morocco, Portugal, Singapore, Switzerland, Tunisia, Turkey, United States	1076678	March 21, 2031
2.		39, 41, 43	Club Med SAS	Australia	1076678	March 21, 2031
3.		39, 41, 43	Club Med SAS	Switzerland	1076678	March 21, 2031
4.		39, 41, 43	Club Med SAS	PRC	1076678	March 21, 2031
5.		39, 41, 43	Club Med SAS	Spain	1076678	March 21, 2031
6.		39, 41, 43	Club Med SAS	Greece	1076678	March 21, 2031
7.		39, 41, 43	Club Med SAS	Israel	1076678	March 21, 2031
8.		39, 41, 43	Club Med SAS	Italy	1076678	March 21, 2031
9.		39, 41, 43	Club Med SAS	Japan	1076678	March 21, 2031
10.		39, 41, 43	Club Med SAS	South Korea	1076678	March 21, 2031
11.		39, 41, 43	Club Med SAS	Morocco	1076678	March 21, 2031

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
12.		39, 41, 43	Club Med SAS	Malaysia	1076678	March 21, 2031
13.		39, 41, 43	Club Med SAS	Portugal	1076678	March 21, 2031
14.		39, 41, 43	Club Med SAS	Singapore	1076678	March 21, 2031
15.		39, 41, 43	Club Med SAS	Tunisia	1076678	March 21, 2031
16.		39, 41, 43	Club Med SAS	Turkey	1076678	March 21, 2031
17.		39, 41, 43	Club Med SAS	United States	1076678	March 21, 2031
18.		35, 39, 40, 41, 42, 43, 44, 45	Club Med SAS	France	1585044	April 4 2030
19.	MINI CLUB	16, 28	Club Med SAS	France	1616822	September 24, 2030
20.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 40, 41, 42, 43, 44, 45	Club Med SAS	France	1630657	November 30, 2030
21.	 MINI-CLUB	16, 25, 28, 40, 41, 42, 43, 44, 45	Club Med SAS	France	1664789	March 2, 2030
22.	BABY CLUB	35, 37, 40, 42, 43, 44, 45	Club Med SAS	France	1741820	September 19, 2031
23.	PETIT CLUB MED	35, 40, 41, 42, 43, 44, 45	Club Med SAS	France	3001174	January 13, 2030
24.	BABY CLUB MED	35, 40, 41, 42, 43, 44, 45	Club Med SAS	France	3001175	January 13, 2030
25.	MINI CLUB MED	35, 40, 41, 42, 43, 44, 45	Club Med SAS	France	3001176	January 13, 2030
26.	G.M.	14, 16, 25, 28, 41	Club Med SAS	France	3057930	October 13, 2030
27.	BABY CLUB	43	Club Med SAS	Canada	447865	September 15, 2035
28.	CLUB MED	39	Club Med SAS	Brazil	830927913	July 22, 2034

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
29.	CLUB MED	43	Club Med SAS	Brazil	830927921	July 22, 2034
30.	CLUB MED	35,39	Club Med SAS	Canada	TMA275,674	January 14, 2028
31.	CLUB MED	39	Club Med SAS	United States	1069132	July 5, 2027
32.	CLUB MED	39	Club Med SAS	United States	2742867	July 29, 2033
33.	CLUB MED	42	Club Med SAS	United States	2800700	December 30, 2033
34.	CLUB MED	41	Club Med SAS	United States	2818249	February 24, 2034
35.	CLUB MED	41	Club Med SAS	United States	3004640	October 4, 2035
36.	CLUB MED	39, 41, 43	Club Med SAS	Hong Kong	301859095	March 14, 2031
37.	CLUB MED	41	Club Med SAS	Mexico	1260994	August 12, 2031
38.	CLUB MED	43	Club Med SAS	Mexico	1276284	August 12, 2031
39.	CLUB MED	39	Club Med SAS	Mexico	1290849	August 12, 2031
40.	Club Med	L38.20, L38.50, L38.60	Club Med SAS	Brazil	815614772	March 17, 2032
41.	Club Med	L38.10, L38.30, L38.40	Club Med SAS	Brazil	815614780	March 17, 2032
42.	Club Med	L41.20, L41.40, L41.50	Club Med SAS	Brazil	815614802	March 17, 2032
43.	Club Med	39	Club Med SAS	Israel	83514	May 25, 2033
44.	Club Med	41	Club Med SAS	Israel	83515	May 25, 2033
45.	Club Med	42	Club Med SAS	Israel	83516	May 25, 2033
46.	Club Med	41	Club Med SAS	Taiwan	00141430	December 15, 2030
47.	Club Med	42	Club Med SAS	Taiwan	00142184	July 31, 2035
48.	Club Med	39	Club Med SAS	Taiwan	00146970	November 30, 2035

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49.	Club Med 	39	Club Med SAS	United States	2750789	August 12, 2033
50.	Club Med 	41	Club Med SAS	United States	2809261	January 27, 2034
51.	Club Med 	42	Club Med SAS	United States	2976461	July 26, 2035
52.	Club Med  Joyview 宝境	36, 39, 41, 43	Club Med SAS	Hong Kong	303660499	January 14, 2036
53.		36, 39, 41, 43	Club Med SAS	Taiwan	01809753	November 30, 2026
54.		None ^{Note}	Club Med SAS	Canada	TMA276085	January 28, 2028
55.		39	Club Med SAS	United States	2750790	August 12, 2033
56.		41	Club Med SAS	United States	2832920	April 13, 2034
57.		42	Club Med SAS	United States	2976462	July 26, 2035
58.		41	Club Med SAS	United States	3004635	October 4, 2035
59.		41	Club Med SAS	Taiwan	00135990	December 15, 2030
60.		42	Club Med SAS	Taiwan	00134077	July 31, 2035
61.		39	Club Med SAS	Taiwan	00143640	November 30, 2035
62.		41	Club Med SAS	Brazil	830927930	July 22, 2034
63.		39	Club Med SAS	Brazil	830927948	July 22, 2034
64.		43	Club Med SAS	Brazil	830927956	October 7, 2034
65.		39, 41, 43	Club Med SAS	Hong Kong	302019933	August 30, 2031

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
66.		41	Club Med SAS	Mexico	1264470	August 31, 2031
67.		43	Cub Med SAS	Mexico	1287130	August 31, 2031
68.		39	Club Med SAS	Mexico	1288979	August 31, 2031
69.	地中海俱樂部 	39, 41, 43	Club Med SAS	Hong Kong	300228366	June 6, 2034
70.	地中海俱乐部	43	Club Med SAS	PRC	3463616	February 6, 2028
71.	地中海俱乐部	41	Club Med SAS	PRC	3463617	July 27, 2034
72.	地中海俱乐部	39	Club Med SAS	PRC	3463618	November 27, 2035
73.	地中海俱乐部	35	Club Med SAS	PRC	3463620	January 13, 2028
74.	地中海俱樂部	35	Club Med SAS	Taiwan	01078646	December 31, 2033
75.	地中海俱樂部	43	Club Med SAS	Taiwan	01078647	December 31, 2033
76.	地中海俱樂部	44	Club Med SAS	Taiwan	01078648	December 31, 2033
77.	地中海俱樂部	39	Club Med SAS	Taiwan	1159642	June 15, 2035
78.	地中海俱樂部	41	Club Med SAS	Taiwan	1159664	June 15, 2035
79.	地中海俱樂部	36	Club Med SAS	Taiwan	0193150	November 30, 2033
80.	G.M.	43	Club Med SAS	Mexico	388741	December 27, 2034
81.	G.O.	39, 41, 43	Club Med SAS	Canada	TMA380976	March 1, 2031
82.	G.O.	41	Club Med SAS	United States	1645576	May 21, 2031
83.	G.O.	39	Club Med SAS	United States	1646299	May 28, 2031
84.	JOYVIEW	36, 39, 41, 43	Club Med SAS	Taiwan	01623583	January 15, 2034

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
85.	宜境	36, 39, 41, 43	Club Med SAS	Hong Kong	302986237	May 6, 2034
86.	MINI CLUB	41	Club Med SAS	Canada	TMA447864	September 15, 2035
87.	G.M.	14, 16, 25, 41	Club Med SAS	Benelux, Switzerland	764854	March 28, 2031
88.	G.M.	14, 16, 25, 41	Club Med SAS	Benelux	764854	March 28, 2031
89.	G.M.	14, 16, 25, 41	Club Med SAS	Switzerland	764854	March 28, 2031
90.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Algeria, Antigua, PRC, Cuba, Egypt, Japan, Morocco, Monaco, Norway, Oman, United Kingdom, Russia, Switzerland, Turkey, Ukraine, Vietnam	743348	April 13, 2030
91.		14	Club Med SAS	Antigua	743348	April 13, 2030
92.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Switzerland	743348	April 13, 2030
93.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	PRC	743348	April 13, 2030
94.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Cuba	743348	April 13, 2030
95.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Algeria	743348	April 13, 2030
96.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Egypt	743348	April 13, 2030

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97.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	United Kingdom	743348	April 13, 2030
98.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Japan	743348	April 13, 2030
99.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Morocco	743348	April 13, 2030
100.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Monaco	743348	April 13, 2030
101.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Norway	743348	April 13, 2030
102.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Oman	743348	April 13, 2030
103.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Russia	743348	April 13, 2030
104.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Turkey	743348	April 13, 2030
105.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Ukraine	743348	April 13, 2030
106.		03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Vietnam	743348	April 13, 2030

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
107.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Algeria, Antigua, South Korea, Cuba, Egypt, Japan, Morocco, Monaco, Norway, Oman, United Kingdom, Switzerland, Turkey	740283	April 13, 2030
108.	Club Med	14	Club Med SAS	Antigua	740283	April 13, 2030
109.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Switzerland	740283	April 13, 2030
110.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Cuba	740283	April 13, 2030
111.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Algeria	740283	April 13, 2030
112.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Egypt	740283	April 13, 2030
113.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	United Kingdom	740283	April 13, 2030
114.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Japan	740283	April 13, 2030
115.	Club Med	25	Club Med SAS	South Korea	740283	April 13, 2030
116.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Morocco	740283	April 13, 2030
117.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Monaco	740283	April 13, 2030
118.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Norway	740283	April 13, 2030

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
119.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Oman	740283	April 13, 2030
120.	Club Med	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 39, 41, 42	Club Med SAS	Turkey	740283	April 13, 2030
121.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Algeria, Antigua, PRC, Cuba, Egypt, Japan, Morocco, Monaco, Norway, Oman, United Kingdom, Russia, Switzerland, Turkey, Ukraine, Vietnam	740214	April 13, 2030
122.	Club Med 	14	Club Med SAS	Antigua	740214	April 13, 2030
123.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Switzerland	740214	April 13, 2030
124.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	PRC	740214	April 13, 2030
125.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Cuba	740214	April 13, 2030
126.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Algeria	740214	April 13, 2030
127.	Club Med 	03, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Egypt	740214	April 13, 2030
128.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	United Kingdom	740214	April 13, 2030
129.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Japan	740214	April 13, 2030

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
130.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Morocco	740214	April 13, 2030
131.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Monaco	740214	April 13, 2030
132.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Norway	740214	April 13, 2030
133.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Oman	740214	April 13, 2030
134.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Russia	740214	April 13, 2030
135.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Turkey	740214	April 13, 2030
136.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Ukraine	740214	April 13, 2030
137.	Club Med 	03, 04, 09, 12, 14, 16, 18, 19, 20, 22, 24, 25, 28, 38, 39, 41, 42	Club Med SAS	Vietnam	740214	April 13, 2030
138.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Belarus, Bosnia, PRC, Kyrgyzstan, Macedonia, Moldova, Montenegro, Russia, Serbia, Switzerland, Tajikistan, Ukraine, Vietnam	568798	March 27, 2031
139.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Bosnia	568798	March 27, 2031

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
140.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Belarus	568798	March 27, 2031
141.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Switzerland	568798	March 27, 2031
142.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	PRC	568798	March 27, 2031
143.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Kyrgyzstan	568798	March 27, 2031
144.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Moldova	568798	March 27, 2031
145.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Montenegro	568798	March 27, 2031
146.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Macedonia	568798	March 27, 2031
147.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Serbia	568798	March 27, 2031
148.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Russia	568798	March 27, 2031
149.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Tajikistan	568798	March 27, 2031
150.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Ukraine	568798	March 27, 2031
151.	Club Med	03, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 39, 41, 42	Club Med SAS	Vietnam	568798	March 27, 2031

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
152.		01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45	Club Med SAS	France	1623750	October 24, 2030
153.	Club Med	04, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 38, 39, 41, 43, 44	Club Med SAS	European Union (Germany, Austria, Benelux, Bulgaria, Cyprus (GR), Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden, Czech Republic)	003431673	October 22, 2033
154.	Club Med 	04, 09, 12, 14, 16, 18, 24, 25, 28, 34, 35, 36, 38, 39, 41, 43, 44	Club Med SAS	European Union (Germany, Austria, Benelux, Bulgaria, Cyprus (GR), Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden, Czech Republic)	003427895	October 22, 2033
155.	BABY CLUB MED	39	Club Med SAS	PRC	22132173	January 20, 2028
156.	BABY CLUB MED	41	Club Med SAS	PRC	22132172	January 20, 2028
157.	BABY CLUB MED	43	Club Med SAS	PRC	22132171	January 20, 2028
158.	BABY CLUB MED	45	Club Med SAS	PRC	22132170	January 20, 2028
159.	PETIT CLUB	39	Club Med SAS	PRC	22132169	January 20, 2028
160.	PETIT CLUB	41	Club Med SAS	PRC	22132168	January 20, 2028
161.	PETIT CLUB	45	Club Med SAS	PRC	22132166	January 20, 2028
162.	PETIT CLUB MED	39	Club Med SAS	PRC	22132165	January 20, 2028

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No.	Trademark	Class	Registrant	Place of registration	Registration number	Expiry date
163.	PETIT CLUB MED	41	Club Med SAS	PRC	22132164	January 20, 2028
164.	PETIT CLUB MED	43	Club Med SAS	PRC	22132163	January 20, 2028
165.	PETIT CLUB MED	45	Club Med SAS	PRC	22132162	January 20, 2028
166.		41	Club Med SAS	PRC	22147674	January 20, 2028
167.		43	Club Med SAS	PRC	22147673	January 20, 2028
168.		39	Club Med SAS	PRC	22147672	January 20, 2028
169.		41	Club Med SAS	PRC	22147671	January 20, 2028
170.		43	Club Med SAS	PRC	22147670	January 20, 2028
171.	MINI CLUB	25	Club Med SAS	Mexico	411438	December 27, 2031
172.	MINI CLUB	28	Club Med SAS	Mexico	411439	December 27, 2031
173.	BABY CLUB	41	Club Med SAS	Mexico	557815	July 30, 2027
174.	BABY CLUB	43	Club Med SAS	Mexico	557816	July 30, 2027
175.	BABY CLUB	39	Club Med SAS	Mexico	559356	July 30, 2027
176.	MINI CLUB	43	Club Med SAS	Mexico	636302	June 21, 2036
177.	白日方舟	35	Club Med SAS	PRC	87312772	March 6, 2036
178.	白日方舟	36	Club Med SAS	PRC	87330087	May 6, 2036
179.	白日方舟	39	Club Med SAS	PRC	87311717	March 20, 2036
180.	白日方舟	41	Club Med SAS	PRC	87311750	April 13, 2036
181.	白日方舟	43	Club Med SAS	PRC	87322311	March 6, 2036

Note: At the time of the trademark application, Canada had not yet adopted the Nice Classification.

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

No.	Trademark	Class	Applicant	Place of application	Application number	Application date
1.	urban oasis	35	Club Med SAS	PRC	87318175	August 28, 2025
2.	urban oasis	36	Club Med SAS	PRC	87330099	August 28, 2025
3.	urban oasis	39	Club Med SAS	PRC	87315116	August 28, 2025
4.	urban oasis	41	Club Med SAS	PRC	87328538	August 28, 2025
5.	urban oasis	43	Club Med SAS	PRC	87319410	August 28, 2025
6.	Club Med Joyview	9,35,36,39,41,43	Club Med SAS	Hong Kong	307310817	June 12, 2026
7.	地中海·白日方舟	9,35,36,39,41,43	Club Med SAS	Hong Kong	307310853	June 12, 2026
8.	地中海·白日方舟	9,35,36,39,41,43	Club Med SAS	Hong Kong	307310862	June 12, 2026

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(b) Domain Name

As of the Latest Practicable Date, we had registered the following domain name which we consider to be material in relation to our business:

Club Med SASNo.	Domain name	Registrant	Expiry date
1.	www.clubmedlifestyle.com	Fanyou IT	July 31, 2027
2.	www.clubmed.com	Club Med SAS	December 28, 2026
3.	cftc-clubmed.fr	Club Med SAS	March 20, 2027
4.	club-med.asia	Club Med SAS	November 21, 2026
5.	clubmed.site	Club Med SAS	August 6, 2027
6.	clubmed.store	Club Med SAS	June 14, 2027
7.	clubmed2.fr	Club Med SAS	May 20, 2027

Save as aforesaid, as of the Latest Practicable Date, there were no other trademarks, patents or other intellectual or industrial property rights which we consider to be material in relation to our business.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Disclosure of Interests

(a) Interests of our Directors and chief executive

Immediately following the completion of the [REDACTED] (assuming the [REDACTED] is not exercised and no additional Shares are issued pursuant to our Pre-[REDACTED] Share Schemes), the interests or short positions of our Directors and chief executive in the shares, underlying shares and debentures of our Company or our 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 or 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 which 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, once our Shares are [REDACTED], are set out below:

(i) Interest in our Company

So far as our Directors are aware, immediately following the completion of the [REDACTED], no Directors or the chief executive will, directly or indirectly, be interested in the shares or underlying shares of our Company.

(ii) Interest in our associated corporations

Name of Director or chief executive	Name of associated corporation	Nature of interest ⁽¹⁾	Number of Shares or underlying Shares held	Shareholding in associated corporation ⁽²⁾
Mr. XU Xiaoliang	Fosun International Shanghai Yuyuan Tourist Mart (Group) Co., Ltd. (上海豫園旅遊商城(集團)股份有限公司)	Beneficial interest	68,326,000	0.84%
Mr. BAO Jiangjun	Fosun International	Beneficial interest	1,210,920	0.03%
Mr. PAN Donghui	Fosun International	Beneficial interest	1,400,000	0.02%
Mr. YAMADA Takuya	Fosun International	Beneficial interest	33,384,484	0.41%
Mr. CHEN Bing	Fosun International	Beneficial interest	15,232,000	0.19%
			11,484,378	0.14%

Notes:

(1) All interests stated are long positions.

(2) The calculation is based on the total number of 8,126,941,794 shares of Fosun International in issue as of the Latest Practicable Date.

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Save as disclosed above, so far as our Directors are aware, immediately following the completion of the [REDACTED], no Directors or the chief executive will, directly or indirectly, be interested in the shares or underlying shares of the associated corporations of our Company.

(b) *Interests of our substantial Shareholders*

Save as disclosed in “Substantial Shareholders” and “–C. Further Information about Our Directors and Substantial Shareholders–1. Disclosure of Interests–(a) Interests of Our Directors and chief executive–(ii) Interest in our associated corporations,” our Directors and chief executive are not aware of any person (other than a Director or chief executive of our Company) who will have an interest or a short position in the shares or underlying shares of our Company which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or will be, directly or indirectly, interested in 10% or more of the issued voting shares of any other member of our Group.

2. Directors’ Service Contracts and Letters of Appointment

We [have entered into] a service contract or letter of appointment with each of our Directors. The principal particulars of these service contracts and letters of appointment comprise (a) the term of the service; (b) termination provisions; and (c) dispute resolution provision. The service contracts and letters of appointment may be renewed in accordance with our Articles of Association and the applicable laws, rules and regulations from time to time.

Save as disclosed above, none of our Directors have entered into, or have proposed to enter into, a service contract with any member of our Group (other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation)).

3. Directors’ Remuneration

The aggregate remuneration paid and benefits in kind granted to our Directors by our Group in respect of the last completed financial year, being year ended December 31, 2025, was EUR4.2 million. For details of our Directors’ emoluments during the Track Record Period, see Note 9 to the Accountants’ Report in Appendix I.

Under the arrangements in force at the date of this document, we estimate the aggregate remuneration payable to, and benefits in kind receivable by, our Directors and proposed Directors by our Group in respect of the year ending December 31, 2026 to be approximately EUR5.3 million.

D. PRE-[REDACTED] SHARE SCHEMES

The following is a summary of the principal terms of our Pre-[REDACTED] Share Schemes, comprising the Pre-[REDACTED] Share Option Scheme and the Pre-[REDACTED] Share Award Scheme. The terms of these Pre-[REDACTED] Share Schemes are not subject to the provisions of Chapter 17 of the Listing Rules as they do not involve any grant of awards by our Company after our [REDACTED].

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1. Purpose

The purpose of the Pre-[REDACTED] Share Option Scheme is to incentivize relevant persons to contribute to the development of our Group and to enable our Group to recruit, incentivize and retain high-caliber staff. The Pre-[REDACTED] Share Option Scheme is also intended to align the interests and objectives of the eligible participants with those of our Group, enhance the enterprise value of our Company and promote the attainment of the long-term objectives of our Company for the benefit of our Group as a whole.

The purposes of the Pre-[REDACTED] Share Award Scheme are (i) to align the interests of eligible participants with those of our Group through ownership of Shares, dividends and other distributions paid on Shares and/or increases in the value of Shares, and (ii) to incentivize and retain eligible participants to make contributions to the long-term growth and profits of our Group.

2. Participants

Eligible persons under the Pre-[REDACTED] Share Schemes generally comprise any director or employee of our Company or any member of our Group; and any director or employee of any holding company, fellow subsidiary or associated company of our Company (each, a “**Related Entity**”).

The eligibility of each participant will be determined by our Board or its delegate(s) from time to time and on a case-by-case basis. In determining the eligibility of directors and employees of our Company or our Group, our Board may consider, among other things, their general working performance, time commitment, length of service within our Group, working experience, responsibilities and/or employment conditions, with reference to prevailing market practice and industry standards. In determining the eligibility of directors and employees of a Related Entity, our Board may consider, among other things, their participation in and contribution to the development of our Group and/or the extent of the benefits and synergies brought by them to our Group.

3. Types of Grants

(a) Options

The Pre-[REDACTED] Share Option Scheme provides for the grant of options (the “**Option(s)**”), each of which confers on its holder the right to subscribe for such number of Shares at such exercise price and during such exercise period as may be specified in the relevant offer.

(b) Awards

The Pre-[REDACTED] Share Award Scheme provides for the grant of awards (the “**Award(s)**”). Subject to applicable laws and the terms of the Pre-[REDACTED] Share Award Scheme, an Award may vest in the form of:

- (i) Shares granted to the relevant selected participant upon vesting (the “**Award Shares**”); or
- (ii) cash representing the actual net selling price of the relevant Award Shares, as determined in accordance with the Pre-[REDACTED] Share Award Scheme.

Awards will be granted at nil cash consideration, and no acceptance price will be payable upon acceptance of an Award. In respect of French residents and selected participants of French subsidiaries or French Related Entities, an Award may only be settled in the form of Award Shares granted by our Board.

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For the purpose of satisfying Awards, our Company may, subject to applicable laws and regulations, (i) issue and allot Shares to a trustee appointed for the purposes of the Pre-[REDACTED] Share Award Scheme (the “**Trustee**”), and/or (ii) provide funds to the Trustee to acquire Shares from existing Shareholders at fair value before [REDACTED] or, after [REDACTED], through on-market transactions at the prevailing market price. Returned Shares may also be applied towards the satisfaction of future Awards in accordance with the terms of the Pre-[REDACTED] Share Award Scheme. In respect of French residents and selected participants of French subsidiaries or French Related Entities, Award Shares will be issued and allotted directly to the relevant selected participants and the Trustee mechanism will not apply.

4. Duration

Subject to early termination in accordance with its terms, the Pre-[REDACTED] Share Option Scheme will remain valid and effective for a period of ten years commencing on its adoption date, after which no further Options may be granted. Options granted but remaining outstanding upon expiry of such period will continue to be governed by the provisions of the Pre-[REDACTED] Share Option Scheme.

The exercise period of each Option will be determined by our Board and notified to the relevant grantee, provided that such period may not exceed ten years commencing on the relevant date of grant, subject to the early termination provisions under the Pre-[REDACTED] Share Option Scheme.

Subject to early termination in accordance with its terms, the period during which Awards may be granted under the Pre-[REDACTED] Share Award Scheme will commence on its adoption date and end on the day immediately preceding the tenth anniversary thereof (the “**Award Period**”). No further Awards may be granted after the expiry of the Award Period. The Pre-[REDACTED] Share Award Scheme will nevertheless continue in effect for so long as any Award granted before the expiry of the Award Period remains unvested, to the extent necessary to give effect to the vesting, settlement, lapse, forfeiture or cancelation of such Award.

5. Administration

The Pre-[REDACTED] Share Option Scheme will be administered by our Board or, if our Board so resolves and to the extent permitted by applicable laws and regulations, a duly authorized committee of our Board or other delegate(s). Subject to applicable laws and the terms of the Pre-[REDACTED] Share Option Scheme, our Board may also delegate its powers to grant Options and determine the exercise price to our Company’s chief executive(s), senior manager(s) and/or a committee of our Board. Decisions of our Board or its duly authorized delegate(s) in relation to the administration and interpretation of the Pre-[REDACTED] Share Option Scheme will be final and binding on all parties.

The Pre-[REDACTED] Share Award Scheme will be administered by our Board in accordance with its rules and, where applicable, the relevant trust deed. Subject to applicable laws and the terms of the Pre-[REDACTED] Share Award Scheme, our Board may delegate its authority to administer the Pre-[REDACTED] Share Award Scheme to a committee of our Board or other person(s), and may appoint one or more administrators and/or Trustees to assist in its administration. Our Board or its duly authorized delegate(s) will have the authority to, among other things, select participants, make grants, determine the terms and conditions of Awards, establish and administer performance targets, determine the manner of settlement of vested Awards and construe and interpret the rules of the Pre-[REDACTED] Share Award Scheme.

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Notwithstanding the foregoing, in respect of French residents and participants of French subsidiaries or French Related Entities, each of the Pre-[REDACTED] Share Schemes will be administered solely by our Board. Our Board will be the sole body responsible for selecting such participants and determining the conditions and, where applicable, the criteria for vesting.

6. Grant and Acceptance

(a) Options

Subject to the terms of the Pre-[REDACTED] Share Option Scheme, our Board may, at any time during the term of the Pre-[REDACTED] Share Option Scheme, make a written offer to any eligible person selected by it to subscribe for such number of Shares as our Board may determine.

Each offer will specify, among other things: (i) the date of grant; (ii) the deadline and method for acceptance; (iii) the maximum number of Shares subject to the Option; (iv) the exercise price; (v) the exercise period; (vi) the vesting period; (vii) any performance targets or other vesting conditions; and (viii) any consideration payable upon acceptance of the Option, if any.

An offer will be deemed accepted, and the relevant Option will be deemed granted and effective, when our Company receives the duplicate offer letter duly signed by the relevant grantee specifying the number of Shares in respect of which the offer is accepted. An offer which is not accepted within the period specified in the offer letter will be deemed irrevocably declined and the relevant Option will lapse.

The exercise price of an Option will be determined by our Board in its absolute discretion and notified to the relevant eligible person. The exercise price applicable to Options granted to French residents or participants of French subsidiaries or French Related Entities must comply with the applicable requirements under French law.

(b) Awards

Each Award will be evidenced by an award letter issued by our Company (the “**Award Letter**”). The Award Letter will specify, among other things: (i) the name, address and occupation of the selected participant; (ii) the date of grant; (iii) the number of Award Shares subject to the Award; (iv) the deadline and method for acceptance; (v) the relevant vesting date or dates; (vi) any applicable performance targets or other vesting criteria; (vii) any applicable holding period following vesting; and (viii) such other terms and conditions as our Board or its delegate(s) may determine, provided that they are not inconsistent with the Pre-[REDACTED] Share Award Scheme or applicable laws and regulations.

Provided that our Company receives the duplicate Award Letter duly signed by the selected participant by the applicable acceptance deadline, the offer will be deemed accepted and the relevant Award Shares will be deemed granted on the date of the Award Letter, being the grant date.

Performance targets applicable to Options or Awards, if imposed by our Board, may include, among other things, targets relating to (i) the market capitalization performance of our Company following [REDACTED], (ii) the financial performance of our Company and/or (iii) the individual performance of the relevant grantee or selected participant. Where no performance target, criterion or condition is specified in the relevant offer or Award Letter, the relevant Option or Award will not be subject to any such performance target, criterion or condition.

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7. Vesting, Exercise and Settlement

Subject to the exceptions described below, Options and Awards will be subject to a minimum vesting period of 12 months from the relevant date of grant. Where vesting is subject to the achievement of a market capitalization performance target determined by our Board, the relevant Options or Awards, or such proportion thereof as our Board may determine, may vest immediately upon achievement of the relevant target without regard to the 12-month minimum vesting period.

An Option which has vested in accordance with its applicable vesting period and vesting conditions may be exercised in whole or in part during its exercise period by delivery to our Company of a written exercise notice specifying the number of Shares in respect of which the Option is exercised, together with payment in full of the applicable exercise price. Within 30 days after receipt of the exercise notice and the relevant exercise price, our Company will issue and allot the relevant Shares to the grantee or his or her personal representative, credited as fully paid.

Notwithstanding the vesting of any Option, the exercise of an Option is conditional upon completion of the [REDACTED], and no Option may be exercised before the [REDACTED]. In respect of French residents or grantees of French subsidiaries or French Related Entities, our Board may impose restrictions prohibiting the immediate transfer of all or part of the Shares acquired upon exercise of an Option, provided that the applicable holding period may not exceed three years from the date on which the relevant Option is exercised.

Upon vesting of an Award, our Board or its delegate(s) may:

- (i) direct the Trustee to transfer and release the relevant Award Shares and the related cash income derived from such Award Shares to the selected participant; or
- (ii) where it is not practicable for the selected participant to receive the Award in Shares solely due to legal or regulatory restrictions, direct the Trustee to sell the vested Award Shares at fair value before [REDACTED] or, after [REDACTED], through on-market transactions at the prevailing market price, and pay the resulting net cash proceeds and the relevant related income to the selected participant.

In respect of French residents and selected participants of French subsidiaries or French Related Entities, Awards will be settled solely through the allotment and issue of Award Shares directly to the relevant selected participants.

Shares issued upon exercise of Options or vesting of Awards will be credited as fully paid and will rank *pari passu* in all respects with the fully paid Shares then in issue, including as to dividends and other distributions with a record date falling on or after the relevant date of allotment or registration, as applicable. No grantee or selected participant will have voting rights in respect of such Shares until his or her name has been entered in the register of members of our Company as the holder thereof.

Awards granted to French residents or selected participants of French subsidiaries or French Related Entities will generally be subject to a minimum vesting period of 12 months. Where the vesting period is less than 24 months, a holding period of at least 12 months will apply, and the aggregate of the vesting period and the holding period must be at least two years, subject to the exceptions permitted under applicable French law, including certain cases of death or qualifying disability. French corporate officers may also be required to retain a percentage determined by our Board of the Shares acquired pursuant to Options or Awards in registered form until they cease to hold office.

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8. Maximum Number of Shares

The maximum number of Shares which may be delivered in respect of all Options granted under the Pre-[REDACTED] Share Option Scheme is 13,218,000 Shares. Options which have lapsed, been canceled or expired, or which have not vested in accordance with the terms of the Pre-[REDACTED] Share Option Scheme, will not be counted as utilized for the purpose of calculating such limit.

The maximum number of Shares which may be delivered in respect of all Awards granted under the Pre-[REDACTED] Share Award Scheme is 15,809,000 Shares. Award Shares relating to Awards which have lapsed, been canceled or forfeited, or have otherwise not been transferred to selected participants in accordance with the Pre-[REDACTED] Share Award Scheme, will not count towards such limit and will be available for future grants.

In respect of Options granted to French residents or participants of French subsidiaries or French Related Entities:

- (i) the total number of outstanding Options which have not been exercised may not confer rights to subscribe for Shares exceeding one-third of the share capital of our Company; and
- (ii) no Option may be granted to an employee or corporate officer who holds more than 10% of the share capital of our Company.

In respect of Awards granted to French residents or employee participants of French subsidiaries and/or French Related Entities:

- (i) the total number of Award Shares granted to such participants may not exceed 15%, or such other percentage as may be prescribed under applicable French law from time to time, of the total number of Shares in issue as of the date of the relevant grant;
- (ii) no Award may be granted to an individual who holds 10% or more of the share capital of our Company; and
- (iii) no Award may be granted if such grant would result in the relevant individual holding 10% or more of the share capital of our Company.

9. Cessation, Lapse, Forfeiture and Transferability

An Option is personal to the relevant grantee and, unless otherwise permitted, required or waived under applicable laws and regulations, may not be assigned, transferred, sold, charged, mortgaged, encumbered or otherwise made subject to any third-party interest.

Subject to the terms of the relevant grant, where a grantee ceases to be an eligible person, his or her outstanding Options will generally lapse on the date of cessation, unless our Board determines otherwise. Where a grantee remains an eligible person following a change in position or re-employment after retirement, the relevant Option may continue to be exercisable. In the event of the death of a grantee, his or her personal representatives may generally exercise the relevant Option within 12 months after the date of death; in the case of a French resident or a participant of a French subsidiary or French Related Entity, the relevant heirs may exercise the Option within six months after the date of death.

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An Option will also lapse upon the occurrence of certain events specified in the Pre-[REDACTED] Share Option Scheme, including expiry of the exercise period, certain dismissals for misconduct or breach of contract, insolvency, conviction for a criminal offense involving integrity or honesty, a breach of the transfer restrictions applicable to the Option or failure of our Company to complete the [REDACTED] before expiry of the exercise period.

An Award which has not vested is personal to the relevant selected participant and, unless otherwise permitted, required or waived under applicable laws and regulations, may not be assigned, transferred, sold, charged, mortgaged, encumbered or otherwise made subject to any third-party interest.

Unless our Board or its delegate(s) determines otherwise, a selected participant must remain an eligible person, remain in employment or contractual engagement with our Group or a Related Entity, be in good standing and continue to comply with the terms of the Pre-[REDACTED] Share Award Scheme and his or her employment or contractual engagement on each applicable vesting date.

Subject to the discretion of our Board or its delegate(s) and applicable laws:

- (i) in the case of retirement at the applicable normal retirement age, job-related permanent physical or mental disability or job-related death, outstanding unvested Award Shares and related income may continue to vest in accordance with the applicable Award Letter; and
- (ii) in the case of certain other events, including resignation, redundancy, unsatisfactory performance, termination of employment or engagement, expiry of a service or engagement contract, misconduct, bankruptcy or insolvency, outstanding unvested Award Shares and related income will generally be forfeited.

Any holding period imposed by our Board in respect of Shares delivered under the Pre-[REDACTED] Share Award Scheme must also be observed by the relevant selected participant. Neither a selected participant nor the Trustee may exercise voting rights in respect of any unvested Shares held under the trust established for the Pre-[REDACTED] Share Award Scheme, unless otherwise required by law and a direction is given by the beneficial owner in accordance with applicable law.

10. Corporate Events, Adjustments, Alteration and Termination

In the event of an alteration in the capital structure of our Company by way of a capitalization issue, rights issue, subdivision or consolidation of Shares or reduction of share capital, corresponding adjustments may be made to the number of Shares subject to outstanding Options and/or the exercise price. Such adjustments must be made on the basis that the grantee retains, as nearly as possible, the same proportion of the issued Shares to which he or she was previously entitled and that the aggregate exercise price payable upon full exercise remains, as nearly as possible, the same as, but not greater than, the amount payable before the relevant event.

The Pre-[REDACTED] Share Award Scheme also contains provisions governing the treatment of Award Shares and Shares held by the Trustee in connection with open offers, rights issues, bonus warrants, scrip dividends, subdivisions, consolidations, reductions of capital, capitalization issues and other non-cash distributions. Adjustments may be made to the number of outstanding Award Shares in such manner as our Board or its delegate(s) considers fair and reasonable in order to prevent dilution or enlargement of the benefits intended to be provided under the Pre-[REDACTED] Share Award Scheme.

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Our Directors may amend the terms of either Pre-[REDACTED] Share Scheme in their absolute discretion, subject to applicable laws and regulations. No amendment may adversely affect the terms of any Option or Award previously granted or agreed to be granted without the consent or sanction of the requisite majority of the affected grantees or selected participants, as applicable.

Our Board may cancel an outstanding Option, with the approval of the relevant grantee, or an unvested Award, in circumstances including where cancelation is necessary to comply with applicable laws, regulations or the requirements of a securities exchange. Canceled Options or Awards will be treated in accordance with the applicable scheme limit provisions.

Each of the Pre-[REDACTED] Share Schemes may be terminated before the end of its respective ten-year term by a resolution of our Board. Such termination will not affect the subsisting rights of any grantee or selected participant in respect of Options or Awards granted before termination. Following termination, no further Options or Awards may be granted, but the relevant scheme rules will remain in effect to the extent necessary to give effect to outstanding grants.

The Pre-[REDACTED] Share Schemes and all Options and Awards granted thereunder are governed by the laws of Hong Kong.

11. Outstanding Options and Awards

As of the Latest Practicable Date, our Company had yet to grant any Options or Awards under the Pre-[REDACTED] Share Schemes. Our Company intends to grant all the Options and Awards available under the Pre-[REDACTED] Share Schemes before [REDACTED].

E. OTHER INFORMATION

1. Estate Duty

Our Directors have been advised that no material liability for estate duty would be likely to fall upon any member of our Group.

2. Litigation

Save as disclosed in this document and so far as our Directors are aware, no litigation or claim of material importance is pending or threatened against any member of our Group.

3. Joint Sponsors

The Joint Sponsors have made an application on our behalf to the Listing Committee for the [REDACTED] of, and permission to deal in, the Shares in issue and to be issued pursuant to the [REDACTED] (including any additional Shares which may be issued pursuant to the exercise of the [REDACTED]).

The Joint Sponsors (other than BNP Paribas Securities (Asia) Limited) satisfy the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules. BNP Paribas Securities (Asia) Limited is not expected to be independent because, among others, it is likely that more than 15% of the proceeds from the [REDACTED] may be used directly or indirectly to settle debts due from our Company to BNP Paribas. BNP Paribas is a member of the sponsor group as defined in Rule 3A.01(9) of the Listing Rules.

Each of the Joint Sponsors will receive a fee of US\$250,000 for acting as a sponsor for the [REDACTED].

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4. No Material Adverse Change

Save as disclosed in this document, our Directors confirm that there has been no material adverse change in the financial or trading position of our Group since June 30, 2026 (being the date to which the latest audited combined financial statements of our Group were prepared).

5. Qualification and Consent of Experts

This document contains statements made by the following experts:

Name	Qualification
BNP Paribas Securities (Asia) Limited	A licensed corporation to carry on Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the SFO
HSBC Corporate Finance (Hong Kong) Limited	A corporation licensed to carry on Type 6 (advising on corporate finance) regulated activities under the SFO
J.P. Morgan Securities (Far East) Limited (<i>in alphabetical order</i>)	A corporation licensed to carry on Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the SFO
AllBright Law Offices	Qualified PRC lawyers
Harney Westwood & Riegels	Legal advisor to our Company as to Cayman Islands law
Ernst & Young	Certified Public Accountants and Registered Public Interest Entity Auditor under the Accounting and Financial Reporting Council Ordinance
China Insights Industry Consultancy Limited	Independent industry consultant
Ernst & Young (China) Advisory Limited	Transfer pricing consultant

As of the Latest Practicable Date, none of the experts named above had any shareholding in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

The experts named above have each given and have not withdrawn their respective written consents to the issue of this document with copies of their reports, letters, opinions or summaries of opinions (as the case may be) and references to their names included in the form and context in which they are respectively included.

6. Promoter

Our Company has no promoter for the purpose of the Listing Rules.

7. Preliminary Expenses

We have not incurred any material preliminary expenses.

8. Binding Effect

This document shall have the effect, where an application is made in pursuance hereof, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of sections 44A and 44B of the Companies (Winding Up and Miscellaneous Provisions) Ordinance insofar as applicable.

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9. 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).

10. Miscellaneous

- (a) Save as disclosed in this document, within the two years immediately preceding the date of this document:
 - (i) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any capital of any member of our Group, and no Directors, proposed Directors, promoters or experts named in “– E. Other Information–5. Qualification and Consent of Experts” have received any such payment or benefit;
 - (ii) no capital of any member of our Group has been issued or is agreed or proposed to be issued for cash or issued as fully or partly paid up otherwise than in cash;
 - (iii) none of our Directors or the experts named in “–E. Other Information–5. Qualification and Consent of Experts” have any interest, direct or indirect, in the promotion of, or in any assets which have been, 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; and
 - (iv) no commissions (but not including commissions to [REDACTED]) have been paid or payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any Shares or debentures of our Company.
- (b) Save as disclosed in this document:
 - (i) there is no arrangement under which future dividends are waived or agreed to be waived;
 - (ii) our Company has no outstanding convertible debt securities or debentures;
 - (iii) there are no founder, management or deferred shares in our Company or any of our subsidiaries;
 - (iv) save as disclosed in “–D. Pre-[REDACTED] Share Schemes,” no capital of any member of our Group is under option, or is agreed conditionally or unconditionally to be put under option;
 - (v) there has not been any interruption in the business of our Group which may have or have had a significant effect on our financial position in the 12 months immediately preceding the date of this document; and
 - (vi) none of our Directors are 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.