

APPENDIX IV

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FURTHER INFORMATION ABOUT OUR COMPANY

1. Incorporation of our Company

Our Company was established under the Cayman Companies Law as an exempted company with limited liability on September 25, 2009, with the registered company number CR-231305. Accordingly, our Company’s corporate structure and Articles are subject to the relevant laws of Cayman Islands. A summary of our Articles is set out in Appendix III to [REDACTION].

Our registered place of business in Hong Kong is at Unit 12, 19th Floor, Tower B, Southmark, 11 Yip Hing Street. We were registered as a non-Hong Kong company under Part XI of the then effective Companies Ordinance (Chapter 32 of the Laws of Hong Kong) on December 17, 2013. Wiser Associates Limited has been appointed as our agent for the acceptance of service of process in Hong Kong. The address for service of process is in Unit 12, 19/F, Tower B Southmark, 11 Yip Hing St., Wong Chuk Hang, Hong Kong.

Our Company’s head office and registered office are located as at the date of [REDACTION] at 10G, No. 36, Jianzhong Road, Tianhe Software Park, Tianhe District, Guangzhou, China. The telephone number of the head office is 020-85536367.

2. Changes in the share capital of our Company

At the date of our incorporation, our authorized share capital was US\$50,000, divided into 50,000,000 ordinary shares of par value of US\$0.001 each.

On March 31, 2010, our Company underwent a share split whereby one ordinary share of par value of US\$0.001 was split into 10 ordinary shares of par value of US\$0.0001 each and one Series A Preferred Share of par value of US\$0.001 was split into 10 Series A Preferred Shares of par value of US\$0.0001 each. Upon the completion of the share split, our authorized share capital was US\$50,000 divided into 497,743,590 ordinary shares of par value of US\$0.0001 each and 2,256,410 preferred shares of par value of US\$0.0001 each. On the same day, our Company issued 2,000,000 Series A Preferred Shares. Upon the completion of the share issuance, our issued share capital was US\$988 divided into 7,880,000 Ordinary Shares of US\$0.0001 each and 2,000,000 Series A -1 Preferred Shares of US\$0.0001 each.

On August 20, 2013, our Company underwent another share split whereby one Ordinary Share of par value of US\$0.001 was split into 200 Ordinary Shares of par value of US\$0.0000005 each and one Series A Preferred Share of par value of US\$0.001 was split into 200 Series A Preferred Shares of par value of US\$0.0000005 each. Upon the completion of the share split, our authorized share capital was US\$50,000 divided into 99,548,718,000 Ordinary Shares of par value of US\$0.0000005 each and 451,282,000 Series A Preferred Shares of par value of US\$0.0000005 each. The issued share capital consisted of 1,576,000,000 Ordinary Shares of par value of US\$0.0000005 each and 400,000,000 Series A Preferred Shares of par value of US\$0.0000005 each.

[REDACTION]

Save as disclosed above, there has been no alternation in our share capital within two years immediately preceding the date of [REDACTION].

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3. Our Corporate Reorganization

The companies comprising our Group underwent the Reorganization in preparation for the [REDACTION]. Please refer to the section headed “History, Reorganization and Corporate Structure” for further details.

4. Changes in the share capital of our subsidiaries and PRC Operating Entity

The following changes in the share capital of our subsidiaries and the PRC Operating Entity have taken place within two years immediately preceding the issue of [REDACTION]:

- (a) on October 29, 2013 Guangzhou WFOE was incorporated in the PRC with a registered capital of US\$500,000 and a capital contribution of US\$500,000 from Baitian Hong Kong.

5. Written Resolutions of the Shareholders Passed on March 18, 2014

Written resolutions of the Shareholders were passed on March 18, 2014 approving, among others, the following:

- (a) conditional upon all the conditions set out in the paragraph headed [REDACTION] being fulfilled,
 - (i) [REDACTION];
 - (ii) a general mandate given to the Directors during the relevant period to exercise all the powers of the Company to allot, issue and deal with any Shares or securities convertible into Shares and to make an offer or agreement or grant an option (including but not limited to warrants, options, bonds, notes, securities and debentures conferring any rights to subscribe for or otherwise receive Shares) not exceeding 20% of the aggregate nominal value of the Company’s share capital in issue immediately following the completion of the [REDACTION];
 - (iii) a general mandate given to the Directors during the relevant period to its power to repurchase its own securities not exceeding 10% of the aggregate nominal value of the Company’s share capital in issue immediately following the completion of the [REDACTION];
 - (iv) a general mandate granted to the Directors extended by the addition to the aggregate nominal amount of Shares which may be allotted and issued or agreed to be allotted and issued by the Directors not exceed 10% of the aggregate nominal value of the shares in issue immediately following completion of the [REDACTION]; and
- (b) conditional on (a) the [REDACTION] of the [REDACTION] granting (or agreeing to grant) approval (subject to such conditions as the [REDACTION] may impose) for [REDACTION] of, and permission to deal in, the Shares which may be issued under the [REDACTION] RSU Scheme and (b) the commencement of the dealings in the Shares on the Stock Exchange, the rules of the [REDACTION] RSU Scheme, the adoption of the [REDACTION] RSU Scheme and delegation and authorization by the Board to the Remuneration Committee of the Company to administer the [REDACTION] RSU Scheme.
- (c) the Memorandum and the Articles were adopted as our articles of association, conditional upon the [REDACTION].

[REDACTION]

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[REDACTION]

FURTHER INFORMATION ABOUT THE BUSINESS OF OUR COMPANY

1. Summary of material contracts

The following contracts (not being contracts entered into in the ordinary course of business) were entered into by members of our Group within the two years preceding the date of [REDACTION] and are or may be material:

- a. the termination agreement to the exclusive business consultation and service agreement dated December 4, 2013 entered into between Beijing WFOE and Guangzhou Baitian, pursuant to which the exclusive business consultation and service agreement dated March 31, 2010 entered into between Beijing WFOE and Guangzhou Baitian was terminated;
- b. the termination agreement to the proxy agreement dated December 4, 2013 entered into among Mr. DAI, Beijing WFOE, Guangzhou Baitian, Ms. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG on March 31, 2010, pursuant to which the proxy agreement dated March 31, 2010 entered into among Beijing WFOE, Guangzhou Baitian, Ms. DAI (the then nominee of Mr. DAI), Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG was terminated;
- c. the termination agreement to the exclusive option agreement dated December 4, 2013 entered into among Mr. DAI, Beijing WFOE, Guangzhou Baitian, Ms. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG, pursuant to which the exclusive option agreement dated March 31, 2010 entered into among Beijing WFOE, Guangzhou Baitian, Ms. DAI (the then nominee of Mr. DAI), Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG was terminated;
- d. the termination agreement to the share pledge agreement dated December 4, 2013 entered into among Mr. DAI, Beijing WFOE, Guangzhou Baitian, Ms. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG, pursuant to which the share pledge agreement dated March 31, 2010 entered into among Beijing WFOE, Guangzhou Baitian, Ms. DAI (the then nominee of Mr. DAI), Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG was terminated;
- e. the exclusive business consultation and service agreement dated December 4, 2013 entered into between Guangzhou WFOE and Guangzhou Baitian, pursuant to which Guangzhou Baitian agreed to engage Guangzhou WFOE on an exclusive basis irrevocably to provide business support and management and consulting services in connection with its operations, and in return, Guangzhou WFOE will charge for the services;
- f. the amendment to the exclusive business consultation and service agreement dated March 20, 2014 entered into between Guangzhou WFOE and Guangzhou Baitian to amend certain terms thereof;
- g. the share pledge agreement dated December 4, 2013 entered into among Guangzhou WFOE, Guangzhou Baitian, Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG, pursuant to which Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG agreed to pledge all their respective shares of Guangzhou Baitian to Guangzhou WFOE to secure the performance of all their obligations and the obligations of Guangzhou Baitian under the exclusive business consultation and service agreement dated December 4, 2013 entered into between Guangzhou WFOE and Guangzhou Baitian;
- h. the amendment to the share pledge agreement dated March 20, 2014 entered into among Guangzhou WFOE, Guangzhou Baitian, Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG to amend certain terms thereof;
- i. the exclusive option agreement dated December 4, 2013 entered into among Guangzhou WFOE, Guangzhou Baitian, Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG, pursuant to which Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG agreed to exclusively grant Guangzhou WFOE an irrevocable option to acquire all or any of their respective shares in Guangzhou Baitian as permitted by the applicable PRC laws and regulations;

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- j. the amendment to the exclusive option agreement dated March 20, 2014 entered into among Guangzhou WFOE, Guangzhou Baitian, Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG to amend certain terms thereof;
- k. the proxy agreement dated December 4, 2013 entered into among Guangzhou WFOE, Guangzhou Baitian, Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG, pursuant to which Guangzhou WFOE was authorized by Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG to exercise their voting rights and other shareholder’s rights in Guangzhou Baitian;
- l. the amendment to the proxy agreement dated March 20, 2014 entered into among Guangzhou WFOE, Guangzhou Baitian, Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN and Mr. WANG to amend certain terms thereof;
- m. the amendment to management rights letter dated December 4, 2013 entered into among Baitian Family Interactive Limited (now renamed as BAIOO Family Interactive Limited) and the [REDACTION] Investors, pursuant to which the [REDACTION] Investors agreed to terminate certain of their rights under the [REDACTION] Investment upon the [REDACTION];
- n. the amendment to shareholders agreement dated December 4, 2013 entered into among Baitian Family Interactive Limited (now renamed as BAIOO Family Interactive Limited), Baitian Hong Kong, Guangzhou Baitian, Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN, Mr. WANG, the BVI Holding Companies and the [REDACTION] Investors, pursuant to which the [REDACTION] Investors agreed to terminate certain of their rights under the [REDACTION] Investment upon the [REDACTION];
- o. the amendment to Share Purchase Agreement dated December 4, 2013 entered into among Baitian Family Interactive Limited (now renamed as BAIOO Family Interactive Limited), Baitian Hong Kong, Guangzhou Baitian, Mr. DAI, Mr. WU, Mr. LI, Mr. CHEN, Mr. WANG, the BVI Holding Companies and the [REDACTION] Investors, pursuant to which the [REDACTION] Investors agreed to terminate certain of their rights under the [REDACTION] Investment upon the [REDACTION];
- p. the trust deed for the rules of [REDACTION] restricted share unit scheme dated March 20, 2014 entered into among the Company, The Core Trust Company Limited and Peto Holding Limited, pursuant to which Peto Holding Limited agreed to hold Shares underlying the RSUs granted under the [REDACTION] RSU Scheme as the nominee and The Core Trust Company Limited agreed to act as the trustee in relation to the [REDACTION] RSU Scheme;
- q. the trust deed for the rules of [REDACTION] restricted share unit scheme dated March 20, 2014 entered into among the Company, The Core Trust Company Limited and Baiduo Investment Holding Limited, pursuant to which Baiduo Investment Holding Limited agreed to hold Shares which may be issued under the [REDACTION] RSU Scheme as the nominee and The Core Trust Company Limited agreed to act as the trustee in relation to the [REDACTION] RSU Scheme;
- r. the trust deed for the employee share option plan dated March 20, 2014 entered into among the Company, The Core Trust Company Limited and Duoduo Holding Limited, pursuant to which Duoduo Holding Limited agreed to hold Shares which may be issued upon exercise of the share options granted under the [REDACTION] Share Option Scheme as the nominee and The Core Trust Company Limited agreed to act as the trustee in relation to the [REDACTION] Share Option Scheme;
- s. [REDACTION] ; and
- t. [REDACTION]

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2. Our material intellectual property rights

(a) Trademarks


















As of the Latest Practicable Date, our material trademarks are as follows:

No.	Trademark	Registration No.	Class	Registration Date/ Application Date	Owner	Place of Registration	Status
1	aobi	6936345	9	2010-8-28	Guangzhou Baitian	PRC	Valid
2	aobi	6936320	28	2010-9-7	Guangzhou Baitian	PRC	Valid
3	aobi	6936352	41	2010-11-28	Guangzhou Baitian	PRC	Valid
4	奧比	6936339	9	2010-10-28	Guangzhou Baitian	PRC	Valid
5	奧比	6936343	41	2011-3-7	Guangzhou Baitian	PRC	Valid
6	奧比島	7098201	9	2010-10-14	Guangzhou Baitian	PRC	Valid
7	奧比島	7101111	28	2010-9-21	Guangzhou Baitian	PRC	Valid
8	奧比島	7098203	41	2010-11-14	Guangzhou Baitian	PRC	Valid
9		6936335	9	2010-8-7	Guangzhou Baitian	PRC	Valid
10		6936324	28	2010-11-14	Guangzhou Baitian	PRC	Valid
11		6936325	29	2010-4-7	Guangzhou Baitian	PRC	Valid
12		6936337	41	2010-9-28	Guangzhou Baitian	PRC	Valid
13		6985065	9	2013-1-7	Guangzhou Baitian	PRC	Valid
14		6985069	41	2011-4-14	Guangzhou Baitian	PRC	Valid
15	多多卡	8514850	9	2011-8-7	Guangzhou Baitian	PRC	Valid
16	多多卡	8514851	28	2011-8-7	Guangzhou Baitian	PRC	Valid
17		8574234	41	2011-8-28	Guangzhou Baitian	PRC	Valid
18	奧拉星	8540601	9	2011-8-14	Guangzhou Baitian	PRC	Valid
19	奧拉星	8540597	28	2011-11-28	Guangzhou Baitian	PRC	Valid
20	奧拉星	8540591	41	2012-1-21	Guangzhou Baitian	PRC	Valid
21		8699000	9	2011-10-7	Guangzhou Baitian	PRC	Valid
22	龍鬥士	9527589	28	2012-6-28	Guangzhou Baitian	PRC	Valid
23	龍鬥士	9527599	9	2012-7-14	Guangzhou Baitian	PRC	Valid
24	龍鬥士	9527603	41	2012-6-21	Guangzhou Baitian	PRC	Valid
25		9404094	9	2012-6-28	Guangzhou Baitian	PRC	Valid
26		9404096	28	2012-11-28	Guangzhou Baitian	PRC	Valid

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No.	Trademark	Registration No.	Class	Registration Date/ Application Date	Owner	Place of Registration	Status
27	Baitian	10014325	28	2012-12-14	Guangzhou Baitian	PRC	Valid
28	Baitian	10014321	41	2012-11-28	Guangzhou Baitian	PRC	Valid
29		10014330	28	2012-12-14	Guangzhou Baitian	PRC	Valid
30		10014328	9	2013-6-21	Guangzhou Baitian	PRC	Valid
31		10493998	41	2013-4-21	Guangzhou Baitian	PRC	Valid
32	奧多樂園	10494003	41	2013-4-7	Guangzhou Baitian	PRC	Valid
33		9799391	9	2012-12-21	Guangzhou Baitian	PRC	Valid
34		9799387	28	2012-11-28	Guangzhou Baitian	PRC	Valid
35	奧雅之光	9799379	9	2012-12-21	Guangzhou Baitian	PRC	Valid
36	奧雅之光	9799338	28	2012-11-28	Guangzhou Baitian	PRC	Valid
37		8574236	9	2010-8-28	Guangzhou Baitian	PRC	Valid
38	奧拉星	11463249	28	2012-9-7	Guangzhou Baitian	PRC	Pending
39		11463239	28	2012-9-7	Guangzhou Baitian	PRC	Pending
40		11496587	41	2012-9-14	Guangzhou Baitian	PRC	Pending
41		11534315	41	2012-9-24	Guangzhou Baitian	PRC	Pending
42	Baitian	10014343	9	2011-9-28	Guangzhou Baitian	PRC	Pending
43	Baitian	11628799	28	2012-10-19	Guangzhou Baitian	PRC	Pending
44		11628791	28	2012-10-19	Guangzhou Baitian	PRC	Pending
45		11496603	41	2012-9-14	Guangzhou Baitian	PRC	Pending
46		10494016	9	2013-11-21	Guangzhou Baitian	PRC	Valid
47		10494007	28	2013-11-21	Guangzhou Baitian	PRC	Valid
48		10494009	41	2012-2-16	Guangzhou Baitian	PRC	Pending
49		11135162	9	2013-11-21	Guangzhou Baitian	PRC	Valid
50		11135167	28	2013-11-14	Guangzhou Baitian	PRC	Valid

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No.	Trademark	Registration No.	Class	Registration Date/ Application Date	Owner	Place of Registration	Status
51		11135171	41	2013-11-14	Guangzhou Baitian	PRC	Valid
52		11250307	9	2013-12-21	Guangzhou Baitian	PRC	Valid
53		11250299	28	2013-11-21	Guangzhou Baitian	PRC	Valid
54		11250303	41	2013-12-21	Guangzhou Baitian	PRC	Valid
55		13240554	9	2013-9-13	Guangzhou Baitian	PRC	Pending
56		13240989	28	2013-9-13	Guangzhou Baitian	PRC	Pending
57		13241294	41	2013-9-13	Guangzhou Baitian	PRC	Pending
58	奥奇戰記	12730765	41	2013-6-8	Guangzhou Baitian	PRC	Pending
59	奥奇門門	12730688	41	2013-6-8	Guangzhou Baitian	PRC	Pending
60	奥奇幻想	12730647	41	2013-6-8	Guangzhou Baitian	PRC	Pending
61	奥奇王牌	12730596	41	2013-6-8	Guangzhou Baitian	PRC	Pending
62	奥奇	12778242	41	2013-6-19	Guangzhou Baitian	PRC	Pending
63		11534380	41	2012-9-24	Guangzhou Baitian	PRC	Pending
64		11529562	41	2012-9-21	Guangzhou Baitian	PRC	Pending
65		11534357	41	2012-9-24	Guangzhou Baitian	PRC	Pending
66	百田网奥拉星	11534404	41	2012-9-24	Guangzhou Baitian	PRC	Pending
67		11592643	41	2012-10-11	Guangzhou Baitian	PRC	Pending
68		11606532	9	2012-10-15	Guangzhou Baitian	PRC	Pending
69		11610169	28	2012-10-16	Guangzhou Baitian	PRC	Pending
70		11610532	41	2012-10-16	Guangzhou Baitian	PRC	Pending
71		11626982	9	2012-10-19	Guangzhou Baitian	PRC	Pending
72		11627385	28	2012-10-19	Guangzhou Baitian	PRC	Pending
73		11627565	41	2012-10-19	Guangzhou Baitian	PRC	Pending

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No.	Trademark	Registration No.	Class	Registration Date/ Application Date	Owner	Place of Registration	Status
74		13286498	9	2013-9-25	Guangzhou Baitian	PRC	Pending
75		13286122	28	2013-9-25	Guangzhou Baitian	PRC	Pending
76		13286534	41	2013-9-25	Guangzhou Baitian	PRC	Pending
77		13286616	9	2013-9-25	Guangzhou Baitian	PRC	Pending
78		13286643	9	2013-9-25	Guangzhou Baitian	PRC	Pending
79		13286918	41	2013-9-25	Guangzhou Baitian	PRC	Pending
80		13151383	9	2013-8-28	Guangzhou Baitian	PRC	Pending
81		13151592	41	2013-8-28	Guangzhou Baitian	PRC	Pending
82		13286100	28	2013-9-25	Guangzhou Baitian	PRC	Pending
83		13286663	9	2013-9-25	Guangzhou Baitian	PRC	Pending
84		13286934	41	2013-9-25	Guangzhou Baitian	PRC	Pending
85		13286684	9	2013-9-25	Guangzhou Baitian	PRC	Pending
86		13286954	41	2013-9-25	Guangzhou Baitian	PRC	Pending
87		13307023	28	2013-9-29	Guangzhou Baitian	PRC	Pending
88		302479131	9, 41	2012.12.26	Guangzhou Baitian	Hong Kong	Valid
89		302479122	9, 41	2012.12.26	Guangzhou Baitian	Hong Kong	Valid
90		302490084	9, 41	2013.1.9	Guangzhou Baitian	Hong Kong	Valid
91		302490011	9, 41	2013.1.9	Guangzhou Baitian	Hong Kong	Valid
92		302489978	9, 41	2013.1.9	Guangzhou Baitian	Hong Kong	Valid
93	Baitian	302479177	9, 41	2012.12.26	Guangzhou Baitian	Hong Kong	Valid
94		302725948	9, 41	2013.9.3	Guangzhou Baitian	Hong Kong	Pending
95		302724525	9, 41	2013.9.2	Guangzhou Baitian	Hong Kong	Pending

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No.	Trademark	Registration No.	Class	Registration Date/ Application Date	Owner	Place of Registration	Status
96		302724507	9,41	2013.9.2	Guangzhou Baitian	Hong Kong	Pending
97		302725885	9,41	2013.9.3	Guangzhou Baitian	Hong Kong	Pending
98		302725939	9,41	2013.9.3	Guangzhou Baitian	Hong Kong	Pending
99		302724480	9,41	2013.9.2	Guangzhou Baitian	Hong Kong	Pending
100		302725920	9,41	2013.9.3	Guangzhou Baitian	Hong Kong	Pending
101		302724417	9,41	2013.9.2	Guangzhou Baitian	Hong Kong	Pending
102		302725911	9,41	2013.9.3	Guangzhou Baitian	Hong Kong	Pending
103		302724615	9,41	2013.9.2	Guangzhou Baitian	Hong Kong	Pending
104		302724499	9,41	2013.9.2	Guangzhou Baitian	Hong Kong	Pending
105		302725894	9,41	2013.9.3	Guangzhou Baitian	Hong Kong	Pending
106		302747151	9,35,41,42	2013.9.25	Guangzhou Baitian	Hong Kong	Pending
107		302802960	9,35,41,42	2013.11.14	Guangzhou Baitian	Hong Kong	Pending
108		302840878	9,16, 25, 28, 41	2013.12.18	Guangzhou Baitian	Hong Kong	Pending

As of the Latest Practicable Date, we have approximately 196 trademark registrations and approximately 129 pending trademark applications in the PRC. We also have seven trademark registrations and 23 trademark applications in Hong Kong.

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(b) Domain Names

As of the Latest Practicable Date, our material domain names are as follows:

No.	Domain Name	Registrant	Date of Registration	Expiry Date
1	100bt.com.cn	Guangzhou Baitian	September 6, 2011	September 6, 2016
2	100bt.cn	Guangzhou Baitian	September 6, 2011	September 6, 2016
3	9hello.com.cn	Guangzhou Baitian	August 19, 2011	August 19, 2016
4	9hello.cn	Guangzhou Baitian	August 19, 2011	August 19, 2016
5	9hello.com	Guangzhou Baitian	August 19, 2011	August 19, 2016
6	9aoyu.com	Guangzhou Baitian	May 16, 2011	May 16, 2014
7	9aoyu.cn	Guangzhou Baitian	May 16, 2011	May 16, 2014
8	9aoyu.com.cn	Guangzhou Baitian	May 16, 2011	May 16, 2014
9	9moka.com.cn	Guangzhou Baitian	May 11, 2011	May 11, 2014
10	9moka.com	Guangzhou Baitian	May 10, 2011	May 11, 2014
11	9moka.cn	Guangzhou Baitian	May 11, 2011	May 11, 2014
12	9ids.com.cn	Guangzhou Baitian	December 17, 2010	December 17, 2015
13	9ids.cn	Guangzhou Baitian	December 17, 2010	December 17, 2015
14	9lds.cn	Guangzhou Baitian	December 17, 2010	December 17, 2015
15	9lds.com.cn	Guangzhou Baitian	December 17, 2010	December 17, 2015
16	9lds.com	Guangzhou Baitian	December 16, 2010	December 17, 2015
17	9ids.com	Guangzhou Baitian	December 16, 2010	December 17, 2015
18	9aoya.com.cn	Guangzhou Baitian	December 10, 2010	December 10, 2015
19	9aoya.cn	Guangzhou Baitian	December 10, 2010	December 10, 2015
20	9aoye.cn	Guangzhou Baitian	December 10, 2010	December 10, 2015
21	9aoye.com.cn	Guangzhou Baitian	December 10, 2010	December 10, 2015
22	9aoya.com	Guangzhou Baitian	December 10, 2010	December 10, 2015
23	9aoye.com	Guangzhou Baitian	December 10, 2010	December 10, 2015
24	9a01a.com	Guangzhou Baitian	July 14, 2010	July 15, 2016
25	9a01a.com	Guangzhou Baitian	July 14, 2010	July 15, 2016
26	9a01a.com	Guangzhou Baitian	July 14, 2010	July 15, 2016
27	9aodo.com	Guangzhou Baitian	June 10, 2010	June 10, 2016
28	9aoduo.com	Guangzhou Baitian	June 10, 2010	June 10, 2016
29	9aodu.com	Guangzhou Baitian	June 10, 2010	June 10, 2016
30	9aodo.cn	Guangzhou Baitian	June 10, 2010	June 10, 2016
31	9aodo.com.cn	Guangzhou Baitian	June 10, 2010	June 10, 2016
32	aolaxingqiu.com	Guangzhou Baitian	May 17, 2010	May 18, 2015
33	aolaxing.com	Guangzhou Baitian	May 17, 2010	May 18, 2015
34	9aobi.com	Guangzhou Baitian	May 17, 2010	May 18, 2015
35	9aobidao.com	Guangzhou Baitian	May 17, 2010	May 18, 2015
36	9aola.cn	Guangzhou Baitian	May 18, 2010	May 18, 2015
37	9aola.com.cn	Guangzhou Baitian	May 18, 2010	May 18, 2015
38	9aobi.cn	Guangzhou Baitian	May 18, 2010	May 18, 2015
39	9aobidao.cn	Guangzhou Baitian	May 18, 2010	May 18, 2015
40	9aola.com	Guangzhou Baitian	May 17, 2010	May 18, 2015
41	aolastar.com	Guangzhou Baitian	May 17, 2010	May 18, 2015
42	9aona.com	Guangzhou Baitian	May 17, 2010	May 18, 2015
43	aobidao.cn	Guangzhou Baitian	August 22, 2008	August 22, 2016
44	aobidao.com	Guangzhou Baitian	August 22, 2008	August 22, 2016
45	51aobi.com	Guangzhou Baitian	August 22, 2008	August 22, 2016
46	aobidao.com.cn	Guangzhou Baitian	August 22, 2008	August 22, 2016
47	a0bi.com	Guangzhou Baitian	August 26, 2008	August 27, 2016
48	baitianinfo.com	Guangzhou Baitian	June 30, 2009	June 30, 2014
49	a0b1.com	Guangzhou Baitian	August 26, 2008	August 27, 2016
50	百田.com	Guangzhou Baitian	June 30, 2009	June 30, 2014

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No.	Domain Name	Registrant	Date of Registration	Expiry Date
51	100bt.com	Guangzhou Baitian	August 5, 2009	August 6, 2016
52	百田網.cn	Guangzhou Baitian	July 19, 2013	July 19, 2017
53	百田網.net	Guangzhou Baitian	July 18, 2013	July 19, 2017
54	百田網.com	Guangzhou Baitian	July 18, 2013	July 19, 2017
55	btbt.com	Guangzhou Baitian	March 17, 2003	March 18, 2015
56	baitian.中國	Guangzhou Baitian	October 31, 2012	October 31, 2015
57	多多卡.cn	Guangzhou Baitian	September 19, 2012	September 19, 2015
58	奧奇傳說.cn	Guangzhou Baitian	September 19, 2012	September 19, 2015
59	龍鬥士.cn	Guangzhou Baitian	September 19, 2012	September 19, 2015
60	奧雅之光.cn	Guangzhou Baitian	September 19, 2012	September 19, 2015
61	奧比.cn	Guangzhou Baitian	September 19, 2012	September 19, 2015
62	奧比島.cn	Guangzhou Baitian	September 19, 2012	September 19, 2015
63	奧拉星.cn	Guangzhou Baitian	September 19, 2012	September 19, 2015
64	多多卡.中國	Guangzhou Baitian	September 19, 2012	September 19, 2015
65	奧奇傳說.中國	Guangzhou Baitian	September 19, 2012	September 19, 2015
66	龍鬥士.中國	Guangzhou Baitian	September 19, 2012	September 19, 2015
67	奧雅之光.中國	Guangzhou Baitian	September 19, 2012	September 19, 2015
68	奧比.中國	Guangzhou Baitian	September 19, 2012	September 19, 2015
69	奧比島.中國	Guangzhou Baitian	September 19, 2012	September 19, 2015
70	奧拉星.中國	Guangzhou Baitian	September 19, 2012	September 19, 2015
71	v100bt.com	Guangzhou Baitian	June 12, 2012	June 13, 2015
72	tv100bt.com	Guangzhou Baitian	March 21, 2012	March 21, 2015
73	tv100bt.com.cn	Guangzhou Baitian	March 21, 2012	March 21, 2015
74	tv100bt.cn	Guangzhou Baitian	March 21, 2012	March 21, 2015
75	100btpay.com	Guangzhou Baitian	February 27, 2012	February 28, 2015
76	100btpay.com.cn	Guangzhou Baitian	February 28, 2012	February 28, 2015
77	100btpay.cn	Guangzhou Baitian	February 28, 2012	February 28, 2015
78	100btzl.cn	Guangzhou Baitian	January 19, 2012	January 19, 2015
79	100btzl.com	Guangzhou Baitian	January 18, 2012	January 19, 2015
80	100btzl.com.cn	Guangzhou Baitian	January 19, 2012	January 19, 2015
81	100btqq.com	Guangzhou Baitian	January 18, 2012	January 19, 2015
82	100btqq.cn	Guangzhou Baitian	January 19, 2012	January 19, 2015
83	100btqq.com.cn	Guangzhou Baitian	January 19, 2012	January 19, 2015
84	9aoqi.com.cn	Guangzhou Baitian	December 27, 2011	December 27, 2014
85	9aoqi.cn	Guangzhou Baitian	December 27, 2011	December 27, 2014
86	9aoqi.com	Guangzhou Baitian	December 27, 2011	December 27, 2014
87	aobi.com	Guangzhou Baitian	November 22, 2001	November 23, 2016
88	7wenta.cn	Guangzhou Baitian	August 21, 2013	August 21, 2014
89	7wenta.com.cn	Guangzhou Baitian	August 21, 2013	August 21, 2014
90	7wenta.com	Guangzhou Baitian	August 21, 2013	August 21, 2014
91	9wenta.com	Guangzhou Baitian	August 23, 2013	August 23, 2014
92	aoqi2.cn	Guangzhou Baitian	September 2, 2013	September 2, 2017
93	aoqi2.com	Guangzhou Baitian	September 2, 2013	September 2, 2017
94	aoqi2.net	Guangzhou Baitian	September 2, 2013	September 2, 2017
95	aoqi2.com.cn	Guangzhou Baitian	September 2, 2013	September 2, 2017
96	aoqizj.cn	Guangzhou Baitian	September 2, 2013	September 2, 2017
97	aoqizj.com.cn	Guangzhou Baitian	September 2, 2013	September 2, 2017
98	aoqizj.com	Guangzhou Baitian	September 2, 2013	September 2, 2017
99	aoqizj.net	Guangzhou Baitian	September 2, 2013	September 2, 2017
100	baioo.com.hk	Baitian Hong Kong	January 9, 2014	January 24, 2017
101	baioo.hk	Baitian Hong Kong	January 15, 2014	January 23, 2017
102	wenta.cn	Guangzhou Baitian	October 19, 2008	October 19, 2015

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No.	Domain Name	Registrant	Date of Registration	Expiry Date
103	1wenta.com	Guangzhou Baitian	August 23, 2013	August 23, 2017
104	9wenta.cn	Guangzhou Baitian	September 16, 2013	September 16, 2017
105	9wenta.com.cn	Guangzhou Baitian	September 16, 2013	September 16, 2017
106	17wenta.com	Guangzhou Baitian	August 23, 2013	August 23, 2017
107	51wenta.com	Guangzhou Baitian	August 23, 2013	August 23, 2017
108	57wenta.com	Guangzhou Baitian	August 23, 2013	August 23, 2017
109	59wenta.com	Guangzhou Baitian	August 23, 2013	August 23, 2017
110	iwenta.cn	Guangzhou Baitian	September 27, 2013	September 27, 2017
111	iwenta.com	Guangzhou Baitian	September 27, 2013	September 27, 2017
112	wenta.mobi	Guangzhou Baitian	November 29, 2013	November 29, 2016
113	wenta.中國	Guangzhou Baitian	November 29, 2013	November 29, 2016
114	問他.com	Guangzhou Baitian	November 29, 2013	November 29, 2016
115	aobi.tw	Guangzhou Baitian	December 31, 2013	December 31, 2015
116	aobi.com.tw	Guangzhou Baitian	December 31, 2013	December 31, 2015
117	Aobi.hk	Guangzhou Baitian	December 31, 2013	February 12, 2015
118	baioo.com.cn	Guangzhou WFOE	January 13, 2013	January 13, 2017

As of the Latest Practicable Date, we have approximately 118 registered domain names.

(c) Copyright

As of the Latest Practicable Date, our material copyrights are as follows:

No.	Copyright	Owner	Registration No.	Date of Registration
1.	Altra Graphic Virtual Words Server System V1.0 (阿爾創圖形化虛擬社群服務系統V1.0)	Beijing WFOE	2010SR040331	August 10, 2010
2.	Aobi Island Graphic Virtual Worlds Software V1.0 (奧比島圖形化虛擬社群軟件V1.0)	Guangzhou Baitian	2009SR040297	September 17, 2009
3.	Aola Star Graphic Virtual Worlds Software V1.0 (奧拉星圖形化虛擬社群軟件V1.0)	Guangzhou Baitian	2010SR041258	August 13, 2010
4.	Light of Aoya Graphic Virtual Worlds Software V1.0 (奧雅之光圖形化虛擬社群軟件V1.0)	Guangzhou Baitian	2011SR050343	July 20, 2011
5.	Dragon Knights Graphic Virtual Worlds Software V1.0 (龍鬥士圖形化虛擬社群軟件V1.0)	Guangzhou Baitian	2011SR054136	April 8, 2011
6.	Aoduo Park Graphic Virtual Worlds Software V1.0 (奧多樂園圖形化虛擬社群軟件V1.0)	Guangzhou Baitian	2011SR007666	February 8, 2012
7.	Legend of Aoqi Graphic Virtual Worlds Software V1.0 (奧奇傳說圖形化虛擬社群軟件V1.0)	Guangzhou Baitian	2012SR026910	April 9, 2012
8.	Clashes of Aoqi Graphic Virtual Worlds Software V1.0 (奧奇戰記圖形化虛擬社群軟件V1.0)	Guangzhou Baitian	2013SR103992	September 23, 2013

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No.	Copyright	Owner	Registration No.	Date of Registration
9.	Baitian Turn-based Battle Software V1.0 (百田回合制對戰軟件V1.0)	Guangzhou Baitian	2011SR054136	August 3, 2011
10.	Baitian Online Game Billing Software V1.0 (百田網絡遊戲計費軟件V1.0)	Guangzhou Baitian	2011SR054131	August 3, 2011
11.	Baitian Virtual Item Selling Software V1.0 (百田虛擬道具售賣軟件V1.0)	Guangzhou Baitian	2011SR054125	August 3, 2011
12.	Baitian Virtual Farming Software V1.0 (百田虛擬養殖軟件V1.0)	Guangzhou Baitian	2011SR054138	August 3, 2011
13.	Planet of Light Graphic Virtual Worlds Software V1.0 (陽光星球圖形化虛擬社群軟件V1.0)	Guangzhou Baitian	2012SR052939	June 19, 2012
14.	Wenta Middle and Primary School Education Q&A Interactive Platform Software for Android (問他中小學教育問答互動平 臺安卓用戶端軟件V1.0)	Guangzhou Baitian	2013SR128659	November 19, 2013
15.	Wenta Middle and Primary School Education Q&A Interactive Platform Software (問他中小學教育問答互動平臺軟件V1.0)	Guangzhou Baitian	2013SR128659	October 21, 2013
16.	Wenta Middle and Primary School Education Q&A Interactive Platform Software for IOS (問他中小學教育問答互動平台 IOS版客戶端軟件V1.0)	Guangzhou Baitian	2013SR136766	December 2, 2013
17.	Wenta Middle and Primary School Education Q&A Interactive Platform Software for IOS (問他中小學教育問答互動平台IOS 客戶端軟件V1.0)	Guangzhou Baitian		
18.	Image of Aobi Bear (奧比熊)	Guangzhou Baitian	2010-F-027711	June 13, 2010
19.	Image of HELLO (Hello圖)	Guangzhou Baitian	2010-F-030767	September 13, 2010
20.	Image of Baitian (百田圖)	Guangzhou Baitian	2010-F-030768	September 13, 2010
21.	Image of Aobi (奧比aobi圖)	Guangzhou Baitian	2010-F-023074	November 16, 2010
22.	Image of Aola Star (奧拉星圖)	Guangzhou Baitian	2010-F-033480	November 26, 2010
23.	Image of Dragon Knights (龍鬥士圖)	Guangzhou Baitian	2011-F-037813	May 19, 2011
24.	Image of Light of Aoya (奧雅之光圖)	Guangzhou Baitian	2011-F-037887	September 14, 2011
25.	Image of Baitian -2 (百田圖-2)	Guangzhou Baitian	2011-F-047139	October 13, 2011

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No.	Copyright	Owner	Registration No.	Date of Registration
26.	Image of Aoduo Park (奧多樂園)	Guangzhou Baitian	2012-F-054673	February 14, 2012
27.	Image of Xixi (西西)	Guangzhou Baitian	2012-F-054672	February 14, 2012
28.	Image of Qiqi (奇奇)	Guangzhou Baitian	2012-F-00060493	May 29, 2012
29.	Logo of Legend of Aoqi (奧奇傳說LOGO)	Guangzhou Baitian	2012-F-00060490	May 29, 2012
30.	Cartoon Image of Yakeka (亞克卡通形象)	Guangzhou Baitian	2012-F-00004246	November 5, 2012
31.	Cartoon Image of Aola Star (奧拉星卡通形象)	Guangzhou Baitian	2012-F-00004247	November 5, 2012
32.	Cartoon Image of of Aola Star Yabi (奧拉星亞比卡通形象)	Guangzhou Baitian	2012-F-00004248	November 5, 2012
33.	Cartoon Image of Light of Aoya (奧雅之光卡通形象)	Guangzhou Baitian	2013-F-00000262	January 28, 2013
34.	Cartoon Image of Legend of Aoqi (奧奇傳說卡通形象)	Guangzhou Baitian	2013-F-00000286	January 28, 2013
35.	Cartoon Image of Legend of Aoqi 2 (奧奇傳說卡通形象)	Guangzhou Baitian	2013-F-00000286	July 25, 2013
36.	Cartoon Image of Aola Star (奧拉星卡通形象)	Guangzhou Baitian	2013-F-00000269	January 28, 2013
37.	Cartoon Image of Aobi Island (奧比島卡通形象)	Guangzhou Baitian	2013-F-00000293	January 28, 2013

As of the Latest Practicable Date, we have approximately 36 copyright registrations, which includes 16 software copyright registrations and 20 artwork copyright registrations.

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FURTHER INFORMATION ABOUT DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. [REDACTION]

[REDACTION]

[REDACTION]

[REDACTION]

[REDACTION]

2. Particulars of Directors’ service agreements and letters of appointment

Each of our Executive Directors has entered into a service agreement with us on January 2, 2014. We issued letters of appointment to our Non-Executive Director on January 2, 2014 and to our Independent Non-Executive Directors on March 18, 2014. The initial term of the service agreements and letters of appointment is three years commencing from the execution date (subject always to re-election as and when required under the Articles).

Save as disclosed in [REDACTION], none of the Directors has or is proposed to have entered into any service agreement or letter of appointment with any member of our Group (excluding agreements expiring or determinable by any member of our Group within one year without payment of compensation other than statutory compensation).

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3. Remuneration of Directors

Our Directors receive compensation in the form of salaries, bonuses, share options, and other benefits-in-kind, including our Company’s contribution to the pension scheme on their behalf. We determine the salaries of our Directors based on each Director’s qualification, position and seniority.

The aggregate amount of remuneration (including salaries, discretionary bonuses, other benefits and contributions to pension schemes) which were paid to our Directors for the years ended December 31, 2011, 2012 and 2013 were approximately RMB3.3 million, RMB5.8 million and RMB10.5 million, respectively.

Save as disclosed in [REDACTION], no other amounts have been paid or are payable by any member of our Group to our Directors for the years ended December 31, 2011, 2012 and 2013.

No remuneration was paid to our Directors as an inducement to join, or upon joining, our Group. No compensation was paid to, or receivable by, our Directors or past Directors for the Track Record Period for the loss of office as director of any member of our Group or of any other office in connection with the management of the affairs of any member of our Group. None of our Directors waived any emoluments during the same period.

4. Agency fees or commission

Save as disclosed in [REDACTION], within the two years preceding the date of [REDACTION], no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any share or loan capital of us or any of our subsidiaries.

5. Related party transactions

Please refer to Note 34 of Section II to the Accountant’s Report in Appendix I to [REDACTION] for details of the related party transactions. Our Directors confirm that all Related Party Transactions are conducted on normal commercial terms, and that their terms are fair and reasonable.

DISCLAIMERS

Save as disclosed herein:

- (a) [REDACTION]
- (b) none of the Directors or experts referred to in the section headed “— Other Information — Qualifications of Experts” has any direct or indirect interest in the promotion of us, or in any assets which have within the two years immediately preceding the date of this [REDACTION] 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;
- (c) none of the Directors or experts referred to in the section headed “— Other Information — Qualifications of Experts” is materially interested in any contract or arrangement subsisting at the date of [REDACTION] which is significant in relation to the business of our Group taken as a whole;
- (d) none of the Directors has any existing or proposed service contracts with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation));

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- (e) [REDACTION]
- (f) none of the experts referred to under the section headed “— Other Information — Qualifications of Experts” has 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; and
- (g) so far as is known to the Directors, none of the Directors, their respective associates (as defined under the Listing Rules) or Shareholders who are interested in more than 5% of our share capital have any interests in the five largest customers or the five largest suppliers of our Group.

[REDACTION] SHARE OPTION SCHEME

Summary of Terms

The following is a summary of the principal terms of the [REDACTION] Share Option Scheme which was approved and adopted by our Board on June 18, 2010 (the “Effective Date”). The terms of the [REDACTION] Share Option Scheme are not subject to the provisions of Chapter 17 of the Listing Rules as the [REDACTION] Share Option Scheme will not involve the grant of options by us to subscribe for Shares once we have become a listed issuer.

(a) Purpose

The purpose of the [REDACTION] Share Option Scheme is to promote the success of the Group and the interests of its shareholders by attracting, motivating, retaining and rewarding certain eligible persons (as set out in paragraph (b) below) with awards and incentives for high levels of individual performance and improved financial performance of the Group.

(b) Eligible Persons

Awards (as set out in paragraph (c) below) may be granted by the Committee (as set out in paragraph (c) below) only to those persons that the Committee determines to be eligible persons. An eligible person who has been granted an Award under the [REDACTION] Share Option Scheme may, if otherwise eligible, be granted additional Awards if the Committee so determines.

The eligible persons under the [REDACTION] Share Option Scheme include an employee, director or officer of any member of the Group, and any consultant, adviser or other service provider of the Group.

(c) Administration and Authorization

The [REDACTION] Share Option Scheme will be administered by and all awards of options (“Awards”) will be authorized and granted by the Board, the Compensation Committee or any other committee of directors appointed by the Board to administer the [REDACTION] Share Option Scheme (“Committee”). Subject to the express provisions of the [REDACTION] Share Option Scheme and any express limitations on the delegated authority of the Committee, the Committee will have the authority to:

- (i) determine eligibility and the particular eligible persons who will receive Awards;
- (ii) grant Awards to eligible persons, determine the price at which Awards will be offered or granted and the number of Shares to be offered or granted to any of such persons, and determine the other

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specific terms and conditions of Awards consistent with the express limits of the [REDACTION] Share Option Scheme, establish the instalments (if any) in which such Awards will become exercisable or will vest, and the respective consequences thereof, or determine that no delayed exercisability or vesting is required, and establish the events of termination or reversion of such Awards;

- (iii) approve the forms of option agreements (as set out in paragraph (g) below), which need not be identical among Grantees;
- (iv) construe and interpret the [REDACTION] Share Option Scheme and any Award or other agreements defining the rights and obligations of the Group and Grantees under the [REDACTION] Share Option Scheme, further define the terms used in the [REDACTION] Share Option Scheme, and prescribe, amend and rescind rules and regulations relating to the administration of the [REDACTION] Share Option Scheme;
- (v) cancel, modify, or waive the Company’s rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding options held by Grantees;
- (vi) accelerate or extend the exercisability or extend the term of any or all outstanding Awards within the maximum 10 year term of Awards;
- (vii) determine the duration and purposes of leaves of absence that may be granted to Eligible Persons without constituting a termination of their employment for purposes of the [REDACTION] Share Option Scheme; and
- (viii) make all other determinations and take such other action as contemplated by the [REDACTION] Share Option Scheme or as may be necessary or advisable for the administration of the [REDACTION] Share Option Scheme and the effectuation of its purposes.

(d) Term of the [REDACTION] Share Option Scheme

Unless earlier terminated by the Board in accordance with its terms, the [REDACTION] Share Option Scheme will be terminated at the close of business on the day before the 10th anniversary of the Effective Date.

(e) Share Limits

Subject to provisions related to adjustments and acceleration, the Shares that may be issued under the [REDACTION] Share Option Scheme shall be Shares of the Company’s authorized but unissued Shares. The total number of Shares subject to the [REDACTION] Share Option Scheme may be adjusted upon the occurrence of any alteration in the capital structure of the Company. The maximum number of Shares that may be delivered pursuant to Awards granted under the [REDACTION] Share Option Scheme shall not exceed such limit as may be determined by the Committee from time to time (the “Share Limit”).

(f) No transferability

All Awards are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge; Awards will be exercised only by the Grantee; and Shares issuable pursuant to an Award will be delivered only to the Grantee. In addition, such Shares shall be subject to the restrictions in the applicable Option Agreement.

However, the exercise and transfer restrictions above will not apply to:

- (i) transfers to the Company or, with the express written approval of the Committee, transfers by gift to a Grantee’s spouse, child, adoptive child, or parent or a trust for the Participant and/or any such persons;
- (ii) the designation of a beneficiary to receive benefits if the Grantee dies or, if the Grantee has died, transfers to or exercises by the Grantee’s beneficiary, or, in the absence of a validly designated beneficiary, transfers by will or the laws of descent and distribution; or

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- (iii) if the Grantee has suffered a disability, permitted transfers or exercises on behalf of the Grantee by the Grantee’s duly authorized legal representative.

(g) Option Grants

The Committee may grant one or more Options under the [REDACTION] Share Option Scheme to any Eligible Person. Subject to the express provisions of the [REDACTION] Share Option Scheme, the Committee will determine the number of Shares subject to each Option. Each Option will be evidenced by an option agreement entered into between the Company and, to the extent required by the Committee, the Grantee (“Option Agreement”). The Option Agreement evidencing an Option shall contain the terms established by the Committee for that Option, as well as any other terms, provisions, or restrictions that the Committee may impose on the Option or any shares subject to the Option.

(h) Vesting and Exercising the Option

An Option may be exercised only to the extent that it is both vested and exercisable. The Committee will determine the vesting and/or exercisability provisions of each Option, which provisions will be set forth in the applicable Option Agreement. Unless the Committee otherwise expressly provides, the Options shall not become exercisable until after (i) the closing of an [REDACTION] or a Change in Control Event (as defined below), whichever occurs first, and (ii) the relevant Grantee shall have fully performed his or her reporting and registration obligations under SAFE regulations with respect to his or her holding of the Options or any Ordinary Shares.

Under the [REDACTION] Share Option Scheme, [REDACTION] and Change in Control Event (“Change in Control Event”) shall have the meaning as following:

- (i) [REDACTION]
- (ii) Change in Control Event means:
 - (a) approval by the Board and the shareholders of the Company of the dissolution or liquidation of the Company; or
 - (b) consummation of either (i) any consolidation, amalgamation, scheme of arrangement or merger of the Company with or into any other person or other corporate reorganization, in which the current shareholders of the Company will own less than 50% of the surviving company’s or companies’ voting power, or any transaction to which the Company is a party in which in excess of 50% of the Company’s voting power is transferred, (ii) any transaction related to a sale, transfer, lease or other disposition of all or substantially all of the assets of the Company, (iii) any transaction related to the sale, pledge, transfer or other disposition of all or substantially all of the Company’s outstanding shares, in which the current shareholders of the Company will own less than 50% of the surviving company’s or companies’ voting power, or (iv) the exclusive licensing of all or substantially all of the Company’s intellectual property to a third party.

Subject to the occurrence of the events as set out in the preceding paragraph, an Option which has vested will remain exercisable until the expiration or earlier termination of the Option. Each Option shall expire not more than ten years after its date of grant.

Any exercisable Option will be deemed to be exercised when the Company receives a written notice of such exercise from the Grantee (on a form and in such manner as may be required by the Committee), together with any required payment made in accordance with payments provisions and any written statement required in the [REDACTION] Share Option Scheme.

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No fewer than 100 Shares may be purchased on exercise of any Option at one time unless the number purchased is the total number at the time available for purchase under the Option.

(i) *Exercise price*

The Committee will determine the purchase price per share of the Ordinary Share covered by each Option (the “exercise price” of the Option) at the time of the grant of the Option. Such exercise price will be set forth in the applicable Option Agreement. The exercise price of an Option shall not be less than the par value of the Ordinary Shares.

(j) *Effect of Termination of Employment or Service*

Unless otherwise provided in the Option Agreement and subject to earlier termination due to expiration and acceleration of the Option: in the event that a Grantee’s employment is terminated for the reasons setting out as following paragraphs from (i) through (iii), the Grantee will have certain period (“Exercising Period”) after the date of termination of employment (“Severance Date”) to exercise his or her Option (or portion thereof) to the extent that such Option was both vested and exercisable on the Severance Date pursuant to the applicable provisions under the Option Agreement and the [REDACTION] Share Option Scheme; the Options which are neither vested nor exercisable on the Grantee’s Severance Date shall be terminated on the Severance Date; and the Option, to the extent both vested and exercisable for the Exercising Period following the Grantee’s Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the Exercising Period. If a Grantee’s employment by or service to the Group is terminated by the Group for cause, the Grantee’s Option will terminate on the Participant’s Severance Date, whether or not the Option is then vested and/or exercisable.

- (i) if a Grantee who voluntarily terminates his or her employment by or service to the Group: the Grantee shall have a 30-day Exercising Period.
- (ii) if a Grantee’s employment by or service to the Group is terminated at the will of the Group: the Grantee shall have a 3-month Exercising Period.
- (iii) if a Grantee’s employment by or service to the Group terminates as a result of the Grantee’s total disability, death, or retirement: the Grantee (or his or her personal representative or beneficiary), shall have a 12-month Exercising Period.

Unless Group policy or the Committee otherwise provides, a Grantee’s employment or service relationship with the Group shall not be considered terminated solely due to any sick leave, military leave, or any other leave of absence authorized by the Group or the Committee, provided that, unless reemployment upon the expiration of such leave is guaranteed by contract or law, such leave is for a period of not more than 90 days. In the case of any Eligible Person on an approved leave of absence, continued vesting of the Award while on leave from the employ of or service with the Group may be suspended until the employee returns to service unless the Committee otherwise provides or applicable law otherwise requires. In no event shall an Award be exercised after the expiration of the term of the Award set forth in the Option Agreement.

If the Grantee is not an employee or a Director of the Group, the Committee shall be the sole judge of whether the Grantee continues to render services to the Group, unless a written contract or the Option Agreement otherwise provides. If, in these circumstances, the Group notifies the Grantee in writing that a termination of the Grantee’s services to the Group has occurred for purposes of the [REDACTION] Share Option Scheme, then the Grantee’s termination of services with the Group for purposes of the [REDACTION] Share Option Scheme shall be the date which is ten 10 days after the Group’s mailing of the notice or, in the case of a termination for cause, the date of the mailing of the notice.

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For purposes of the [REDACTION] Share Option Scheme and any Award, if an entity ceases to be a subsidiary, a termination of employment or service will be deemed to have occurred with respect to each Eligible Person in respect of such subsidiary who does not continue as an Eligible Person in respect of another entity within the Group.

If a Grantee awarded with any Options during his or her internship at the Group voluntarily terminates his or her internship before expiration thereof for any reason whatsoever, or if such Grantee failed to enter into a standard form employment agreement of the Group with any member of the Group within 30 days upon expiration of his or her internship, then any and all Options awarded to such Grantee shall terminate on the date of his or her voluntary termination of the internship, or expiration of such thirty 30 day period, as applicable.

Notwithstanding the foregoing paragraphs, in the event of a termination of employment or service with the Group for any reason, other than a discharge for cause, the Committee may accelerate the vesting and exercisability of all or a portion of the Grantee’s Award, and/or extend the exercisability period of the Grantee’s Option upon such terms as the Committee determines and as expressly set forth in or by amendment to the Option Agreement.

(k) Adjustments and Acceleration

Upon or in contemplation of any reclassification, recapitalization, subdivision, split, share dividend, consolidation, combination, or bonus issue with respect to the Ordinary Shares, any Change in Control Event or capital reorganization of the Company, or any other similar, unusual or extraordinary corporate transaction in respect of the Ordinary Shares, then the Committee shall, in such manner, to such extent (if any) and at such time as it deems appropriate and equitable in the circumstances:

- (i) proportionately adjust any or all of (i) the number of Ordinary Shares or the number and type of other securities that thereafter may be made the subject of Awards (including the specific maxima and numbers of Shares set forth elsewhere in the [REDACTION] Share Option Scheme), (ii) the number, amount and type of Ordinary Shares (or other securities or property) subject to any or all outstanding Awards, (iii) the grant, purchase, or exercise price of any or all outstanding Awards, or (iv) the securities, cash or other property deliverable upon exercise or vesting of any outstanding Awards; Or
- (ii) make provision for a settlement by a cash payment or for the substitution or exchange of any or all outstanding Awards for cash, securities or other property (or for other awards) based upon the distribution or consideration payable to holders of the Ordinary Shares upon or in respect of such event.

Unless prior to an [REDACTION] or a Change in Control Event the Committee determines that, upon its occurrence, benefits under any or all Awards will not accelerate or determines that only certain or limited benefits under any or all Awards will be accelerated and the extent to which they will be accelerated, and/or establishes a different time in respect of such event for such acceleration, then each Option will become immediately vested and exercisable upon the consummation of an [REDACTION] or the occurrence of a Change in Control Event, provided that as of the date of consummation of the [REDACTION] or Change in Control Event, the employment or service of the holder of such Option by or for the Group shall have been in continuous effect for at least 12 months.

(l) Termination and Amendments to the [REDACTION] Share Option Scheme

The Board may, at any time, terminate or, from time to time, amend, modify or suspend the [REDACTION] Share Option Scheme, in whole or in part. No Awards may be granted during any suspension of the [REDACTION] Share Option Scheme or after termination of the [REDACTION] Share Option Scheme. Unless otherwise expressly provided in the [REDACTION] Share Option Scheme or in an applicable Option Agreement, any Award granted prior to the termination or suspension of the [REDACTION] Share Option Scheme may extend beyond the date of such termination or suspension, and all authority of the Committee with respect to Awards hereunder, including the authority to

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amend an Award, will continue during any suspension of the [REDACTION] Share Option Scheme and in respect of Awards outstanding upon or following the termination of the [REDACTION] Share Option Scheme.

(m) Termination and Amendments to the Options

The Committee from time to time may authorize, generally or in specific cases only, for the benefit of any Eligible Person, any adjustment in the exercise price, the vesting schedule, the number of Shares subject to, or the term of, an Option granted under the [REDACTION] Share Option Scheme by cancellation of an outstanding Option and a subsequent re-granting of the Option, by amendment, by substitution of an outstanding Option, by waiver or by other legally valid means.

(n) Disclosure in annual and interim reports

We will disclose details of the [REDACTION] Share Option Scheme in our annual and interim reports including the number of options, date of grant, exercise price, exercise period and vesting period during the financial year/period in the annual/interim reports in accordance with the [REDACTION] in force from time to time.

Please refer to the section headed “— Outstanding Options and RSUs” for details of the outstanding share options under the [REDACTION] Share Option Scheme.

[REDACTION] RSU SCHEME

Summary of Terms

The Company approved and adopted the [REDACTION] RSU Scheme on September 30, 2013. The [REDACTION] RSU Scheme is not subject to the provisions of Chapter 17 of the [REDACTION] as the [REDACTION] RSU Scheme does not involve the grant of options by our Company to subscribe for new Shares.

(a) Purposes of the [REDACTION] RSU Scheme

The purposes of the [REDACTION] RSU Scheme are:

- (i) to recognize the contributions by Grantees and to give incentives thereto in order to retain them for the continual operation and development of the Group; and
- (ii) to attract suitable personnel for further development of the Group.

(b) Awards

An award of RSUs under the [REDACTION] RSU Scheme (“Award”) gives a selected person (as set out in paragraph (h) below) in the [REDACTION] RSU Scheme a conditional right when the granted RSUs vests to obtain either Shares or an equivalent value in cash with reference to the market value of the Shares on or about the date of vesting, as determined by the Board in its absolute discretion. An Award may include, if so specified by the Board in its entire discretion, cash and non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares from the date that the Award is granted to the date that it vests.

(c) [REDACTION] RSU Limit

Unless otherwise duly approved by the shareholders of the Company, the total number of Shares underlying RSUs under the [REDACTION] RSU Scheme shall not exceed 188,733,600 Shares (excluding Shares underlying RSUs that have lapsed or been cancelled in accordance with this [REDACTION] RSU Scheme) (“[REDACTION] RSU Limit”). The maximum number of Shares underlying RSUs permitted to grant pursuant to the [REDACTION] RSU Scheme represents approximately 6.68% of the issued Share capital of the Company immediately upon completion of the [REDACTION] (assuming that the [REDACTION] Option is not exercised and without taking into account any

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Shares which may be issued upon the exercise of the options granted or to be granted under the [REDACTION] Share Option Scheme and any Shares to be issued pursuant to the [REDACTION] RSU Scheme).

As of the Latest Practicable Date, 142,316,000 RSUs have been granted and 142,316,000 Shares underlying these RSUs had been allotted and issued by us to the [REDACTION] RSU Nominee, representing approximately 5.04% of our enlarged share capital upon completion of the [REDACTION] (assuming that the [REDACTION] Option is not exercised and without taking into account any Shares which may be issued upon the exercise of the options granted under the [REDACTION] Share Option Scheme and any Shares to be issued pursuant to the [REDACTION] RSU Scheme). No more RSUs will be granted after the [REDACTION] under the [REDACTION] RSU Scheme.

(d) Selected Persons of the [REDACTION] RSU Scheme

The Board may select the following persons to be granted with RSUs under the [REDACTION] RSU Scheme pursuant to the [REDACTION] RSU Scheme:

- (i) existing employees, Directors or officers of the Group; and
- (ii) any other person selected by the Board at its sole discretion.

(e) Duration of the [REDACTION] RSU Scheme

Subject to the fulfillment of the conditions of the [REDACTION] RSU Scheme and the termination clause in paragraph (u), this [REDACTION] RSU Scheme shall be valid and effective for a term of 10 years commencing on the Adoption Date, after which period no further RSUs shall be granted or accepted, but the provisions of this Scheme shall remain in full force and effect in order to give effect to the vesting of RSUs granted and accepted prior to the expiration of the [REDACTION] RSU Scheme Period.

(f) Administration of the [REDACTION] RSU Scheme

This [REDACTION] RSU Scheme shall be subject to the administration of the Board in accordance with the rules of such Scheme. The Board has the power to construe and interpret the rules of such Scheme and the terms of the Awards granted hereunder. Any decision of the Board made in accordance with the rules of such Scheme shall be final and binding, provided in each case that such decision is made in accordance with the Articles and any applicable laws.

(g) Appointment of [REDACTION] RSU Trustee

The Board has appointed The Core Trust Company Limited, a trustee service provider and an Independent Third Party (the “[REDACTION] RSU Trustee”) to administer the granting and vesting of RSUs granted to the Grantees pursuant to the [REDACTION] RSU Scheme. As of the Latest Practicable Date, the Company has not issued or allotted any Shares to the [REDACTION] RSU Trustee pursuant to the [REDACTION] RSU Scheme.

(h) Grant of RSUs

After the Board has selected the grantees, it will inform the [REDACTION] RSU Trustee of the name(s) of the person(s) selected, the number of Shares underlying the RSUs to be granted to each of them, the vesting schedule and other terms and conditions (if any) that the RSUs are subject to as determined by the Board.

Subject to limitations and conditions of the [REDACTION] RSU Scheme, the Company shall or may authorize the [REDACTION] [REDACTION] RSU Trustee by written notification to grant to each of the Selected Persons an offer of grant of Award(s) by way of a letter, which shall attach an acceptance notice, subject to the conditions that the Board thinks fit.

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(i) Acceptance of Awards

If the selected person intends to accept the offer of grant of RSUs as specified in the grant letter, he or she is required to sign the Acceptance Notice and return it to the Company or the [REDACTION] RSU Trustee within the time period and in a manner prescribed in the grant letter. Upon the receipt from the selected person of a duly executed acceptance notice, the RSUs are granted to such person, who becomes a grantee pursuant to the [REDACTION] RSU Scheme.

To the extent that the offer of grant of RSUs is not accepted by any selected person within the time period or in a manner prescribed in the grant letter, it shall be deemed that such offer has been irrevocably declined and thus the RSUs has immediately lapsed.

(j) Restrictions on grants

The Board shall not grant any RSUs to any selected person in any of the following circumstances:

- (i) the requisite approvals for such grant from any applicable regulatory authorities have not been obtained;
- (ii) [REDACTION]
- (iii) the grant would result in a breach by the Group or any of its Directors or senior management of any applicable laws, regulations or rules; or
- (iv) the grant would result in breach of the [REDACTION] RSU Limit or other rules of this [REDACTION] RSU Scheme.

(k) Rights attached to Awards

A Grantee does not have any contingent interest in any Shares underlying RSUs unless and until these Shares are actually transferred to the Grantee from the [REDACTION] RSU Trustee. Furthermore, a Grantee may not exercise any voting right in respect of the Shares underlying RSUs and, unless otherwise specified by the Board in its sole discretion in the grant letter to the Grantee, nor do they have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Shares underlying the RSUs.

(l) Rights attached to Shares

Any Shares transferred to a Grantee in respect of any RSUs shall be subject to the provisions of the Articles and will rank pari passu with the fully paid Shares in issue on the date of the transfer or, if that date falls on a day when the register of members of the Company is closed, the first day of the reopening of the register of members, and accordingly will entitle the Grantee to participate in all dividends or other distributions paid or made on or after the date of transfer or, if that date falls on a day when the register of members of the Company closed, the first day of the reopening of the register of members.

(m) Awards to be personal to Grantees

Awards granted pursuant to this [REDACTION] RSU Scheme shall be personal to each Grantee and shall not be assignable or transferrable, except assignment or transfer from each Grantee to a company wholly-owned by him or between two companies both of which are wholly-owned by him. Notwithstanding the above, the Grantees are prohibited from selling, transferring, assigning, charging, mortgaging, encumbering, hedging or creating any interest in favor of any other person over or in relation to any property held by the [REDACTION] RSU Trustee on trust for the Grantees, Awards, Shares underlying any Awards or any interest or benefits therein.

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(n) Vesting

The Board has the sole discretion to determine the vesting period and vesting criteria (if any) for any grant of Award(s) to any Grantee, which may also be adjusted and re-determined by the Board from time to time. The [REDACTION] RSU Trustee shall administer the vesting of Awards granted to each Grantee pursuant to the vesting period and vesting criteria (if any) determined by the Board.

Upon fulfillment or waive of the vesting period and vesting criteria (if any) applicable to each of the Grantees, a vesting notice will be sent to the Grantee by the Board, or by the [REDACTION] RSU Trustee under the authorization and instruction by the Board confirming (a) the extent to which the vesting period and conditions have been fulfilled or waived and (b) the number of Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of these Shares) or the amount of cash the Grantee will receive. The Grantee is required to execute, after receiving the vesting notice, certain documents set out in the Vesting Notice that the Board considers necessary (which may include, without limitation, a certification to the Group that he or she has complied with all the terms and conditions set out in this [REDACTION] RSU Scheme and the grant letter).

Subject to the execution of documents by the Grantee set out above, the Board may decide at its sole discretion to:

- (i) direct and procure the [REDACTION] RSU Trustee to transfer the Shares underlying the RSUs (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of these Shares) to the Grantee or his or her wholly-owned entity; or
- (ii) pay, or direct and procure the [REDACTION] RSU Trustee to pay, to the Grantee in cash an amount which is equivalent to the value of the Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of these Shares) set out in paragraph (i) above.

In the event that the Grantee fails to execute the required documents within seven days after receiving the vesting notice, the vested Shares will lapse.

(o) Acceleration of vesting

The Board has the sole discretion to determine, at any time, to accelerate the vesting of any RSUs granted to any Grantee for various considerations as set out below.

(i) Rights on a takeover

In the event a general offer by way of takeover, merger or otherwise in a like manner (other than by way of scheme of arrangement set out as below) is made to all the shareholders of the Company (or shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and the general offer to acquire the Shares is approved and the offer becomes or is declared unconditional in all respects prior to the vesting, the Award(s) of the Grantee will vest immediately to be extent specified in a notice given by the Company.

(ii) Rights on a scheme of arrangement

In the event a general offer for Shares by way of scheme of arrangement is made by any person to all the shareholders of the Company and has been approved by the necessary number of shareholders at the requisite meetings prior to the vesting, the RSUs of the Grantee will vest immediately to be extent specified in a notice given by the Company.

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(iii) Rights on a compromise or arrangement

If a compromise or arrangement between the Company and its shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies and a notice is given by the Company to its shareholders to convene a general meeting to consider and if thought fit approve such compromise or arrangement prior to the vesting, the RSUs of the Grantee will vest immediately to be extent specified in a notice given by the Company.

(iv) Rights on a voluntary winding-up

In the event that an effective resolution is passed during the [REDACTION] RSU Scheme Period for voluntarily winding-up of the Company (other than for the purposes of a reconstruction, amalgamation or scheme of arrangement as set out above), prior to the vesting, the RSUs of the Grantee will vest immediately to be extent specified in a notice given by the Company provided that all unexercised RSUs must be exercised and effected by no later than one Business Day before the day of the proposed general meeting to be convened for the purpose of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company (or to pass written resolutions of the shareholders to the same effect).

(p) Lapse of RSUs

Subject to the rules under this [REDACTION] RSU Scheme, an Award will automatically lapse immediately upon the occurrence of the following:

- (i)* termination of employment or service of any Grantee for any reason prior to the vesting date of the granted RSUs;
- (ii)* the Grantee knowingly performs any act that may confer any competitive benefit or advantage upon any competitor of the Group, or becomes an officer, director, employee, consultant, adviser, partner of, or a stockholder or other proprietor owning more than a 5% interest in any competitor of the Group;
- (iii)* the Grantee makes any attempt or takes any action to sell, transfer, assign, charge, mortgage, encumber, hedge or create any interest in favor of any other person over or in relation to any Ordinary Shares underlying the granted Awards or any interests or benefits in relation to the Awards; or
- (iv)* Commencement of winding-up of the Company

If any event set out above occurs (Other than sub-paragraph (iv)), the RSU shall lapse on a proportional basis, in another word, based on the proportion of the time period commencing from the grant date of the RSU through the occurrence of such event of the entire vesting period set out in the Grant Letter to the Grantee provided that other vesting criteria (if any) have been fulfilled or waived as of the date of occurrence of such event.

(q) Cancellation of RSUs

The Board may at its sole discretion cancel any RSU that has not vested or lapsed, provided that:

- (i)* the Company or its appointees pay to the Grantee an amount equal to the fair value of the RSU at the date of the cancellation as determined by the Board, after consultation with an independent financial adviser appointed by the Board;
- (ii)* the Company or its appointees provides to the Grantee a replacement RSU of equivalent value to the RSU to be cancelled; or
- (iii)* the Board makes any arrangement as the Grantee may agree in order to compensate him for the cancellation of the RSU.

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(r) Reorganization of Capital Structure

In the event of any alteration in the capital structure of the Company, such as capitalization issue, rights issue, consolidation, sub-division and reduction of the share capital of the Company, the Board may make equitable adjustments that it considers appropriate, at its sole discretion, including:

- (i) make arrangements for the grant of substitute RSUs of equivalent fair value to an Award in the purchasing or surviving company;
- (ii) reach such accommodation with the Grantee as it considers appropriate, including the payment of cash compensation to the Grantee equivalent to the fair value to any RSU to the extent not vested;
- (iii) waive any conditions to vesting of any RSU to the extent not already vested; or
- (iv) permit the continuation of an Award in accordance with its original terms.

(s) Alteration or Amendment of the [REDACTION] RSU Scheme

The terms of the [REDACTION] RSU Scheme may be altered, amended or waived in any respect by the Board provided that such alteration, amendment or waiver shall not affect any subsisting rights of any Grantee hereunder. Any alteration, amendment or waiver to the [REDACTION] RSU Scheme of a material nature shall be approved by the shareholders of the Company. The Board shall have the right to determine whether any proposed alteration, amendment or waiver is material and such determination shall be conclusive.

(t) Termination of the [REDACTION] RSU Scheme

This Scheme may be terminated at any time prior to the expiry of the [REDACTION] RSU Scheme Period by the Board provided that such termination shall not affect any subsisting rights of any Grantee hereunder. For the avoidance of doubt, no further RSUs shall be granted after the [REDACTION] RSU Scheme is terminated but in all other respects the provisions of the [REDACTION] RSU Scheme shall remain in full force and effect. No further RSUs shall be granted after such termination; however, all RSUs granted prior to such termination and not vested on the date of termination shall remain valid. In such event, the Board shall notify the [REDACTION] RSU Trustee and all Grantees of such termination and how the Shares held by the [REDACTION] RSU Trustee on trust and other interests or benefits in relation to the outstanding RSUs shall be dealt with.

(u) General

An application has been made to the [REDACTION] for the [REDACTION] of, and permission to deal in, new Shares underlying any Awards which may be granted pursuant to the [REDACTION] RSU Scheme.

As of the Latest Practicable Date, no Awards have been granted or agreed to be granted by our Company pursuant to the [REDACTION] RSU Scheme. The grant and vesting of any Awards pursuant to the [REDACTION] RSU Scheme will be in compliance with Rule 10.08 of the Listing Rules.

Details of the [REDACTION] RSU Scheme, including particulars and movements of the Awards granted during each financial year of our Company, and our employee costs arising from the grant of the Awards will be disclosed in our annual and interim report.

Please refer to the section headed “— Outstanding Share Options and RSUs” for details of the outstanding RSUs under the [REDACTION] RSU Scheme.

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[REDACTION] RSU Scheme

We conditionally approved and adopted the [REDACTION] RSU Scheme on March 18, 2014, which will become effective subject to (i) the [REDACTION] granting the [REDACTION] of, and permission to deal in, the new Shares underlying the Awards which may be granted pursuant to this Scheme and (ii) the commencement of trading of the Shares on the [REDACTION].

Other than the key differences summarized below, the scheme rules of the [REDACTION] RSU Scheme are substantially similar to the [REDACTION] RSU Scheme:

(a) [REDACTION] RSU Mandate Limit

The maximum aggregate number of Shares underlying all grants of RSUs pursuant to the [REDACTION] RSU Scheme (excluding RSUs that have lapsed or been cancelled in accordance with the rules of the [REDACTION] RSU Scheme) will not exceed 56,488,440 Shares, representing approximately 2% of the number of Shares in issue on the [REDACTION] (assuming that the [REDACTION] is not exercised and without taking into account any Shares which may be issued upon the exercise of the options granted and the [REDACTION] Share Option Scheme) (“[REDACTION] RSU Mandate Limit”).

This [REDACTION] RSU Mandate Limit may be refreshed subject to prior approval from our Shareholders (such as at annual general meeting). The total number Shares that may underlie RSUs granted under the [REDACTION] RSU Scheme following the date of approval of the refreshed limit (“New Approval Date”) must not exceed 2% of the number of Shares in issue as of the New Approval Date.

Our Company at its annual general meeting propose for the shareholders to consider and pass an ordinary resolution approving an annual mandate specifying: (i) the maximum number of new Shares that may underlie the [REDACTION] Awards granted pursuant to the [REDACTION] RSU Scheme during the Applicable Period (as defined below); and (ii) the Board has the power to allot and issue Shares, procure the transfer of Shares and otherwise deal with Shares pursuant to the vesting of any RSUs that are granted pursuant to the [REDACTION] RSU Scheme during the Application Period when such granted RSUs vest.

The above mandate shall remain in effect during the period (“Applicable Period”) from the passing of the ordinary resolution granting the mandate until the earliest of: (1) the conclusion of the next annual general meeting; (2) the end of the period within which the Company is required by any applicable laws or by the Articles of the Company to hold the next annual general meeting; or (3) the date on which such mandate is varied or revoked by an ordinary resolution of the shareholders in a general meeting.

(b) Restrictions on grants

The Board or the Remuneration Committee shall not grant any RSUs to any selected person in any of the following circumstances:

- (1) after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until such price sensitive information has been announced by the Company in accordance with the requirements of the [REDACTION]. In particular, during the period commencing one month immediately proceeding the earlier of:
 - (i) the date of the meeting of the Board (as such date is first notified to the [REDACTION] in accordance with the [REDACTION]) 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 [REDACTION]); and
 - (ii) the deadline for the Company to publish an announcement of its results for any year or half-year under the [REDACTION], or quarterly or any other interim period (whether or not required under [REDACTION] Rules).

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- (2) if any RSU is proposed to be granted to a Director, it shall not be granted on any day on which the financial results of the Company are published and during the period of:
- (i) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
 - (ii) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.
- (3) Grants to Connected Persons

Any grant of an Award to any Director, chief executive or Substantial Shareholder of the Company, any of their respective associates, or any other connected person, shall be subject to the prior approval of the Independent Non-Executive Directors (excluding the Independent Non-Executive Director who is the proposed grantee of such RSUs) and shall otherwise be subject to compliance with the requirements of the Listing Rules.

Notwithstanding the above, any grant of RSUs to a Director as part of such Director’s remuneration under his/her service contract with the Company shall be exempted from reporting, announcement and independent shareholders’ approval requirements pursuant to Rule 14A.31(6) of the [REDACTION].

Outstanding Share Options and RSUs

Outstanding share options

As of the Latest Practicable Date, share options to subscribe for an aggregate of 28,800,000 Shares, upon the full exercise of which representing approximately 1.01% of the enlarged issued share capital of our Company upon completion of the [REDACTION] (assuming the [REDACTION] is not exercised and without taking into account any Shares to be issued pursuant to the [REDACTION] RSU Scheme) had been granted to 51 Share Option Grantees under the [REDACTION] Share Option Scheme, all of whom are employees of our Group and none of whom is a Director, a senior management member or a connected person of our Company. Among the Share Option Grantees, two persons have each been granted share options representing more than 5,000,000 Shares under the [REDACTION] Share Option Scheme. No consideration was paid by any of the Share Option Grantees for any share options granted by us to them. There are two different exercise prices for share options granted to the relevant Grantees, US\$0.0045, which represents a [REDACTION]% discount to, and US\$0.009, which represents a [REDACTION]% discount to the midpoint of indicative [REDACTION], respectively. The vesting period of all the granted share options is 36 months from the date of grant. As of the Latest Practicable Date, none of the Share Option Grantees has exercised any of the granted share options pursuant to the [REDACTION] Share Option Scheme. If all the granted share options are exercised, there would be a dilution effect on the shareholdings of our Shareholders of approximately 1.01%. As of the Latest Practicable Date, we have appointed The Core Trust Company Limited as the trustee and Duoduo Holding Limited, a company incorporated in the BVI on February 13, 2014 and an Independent Third Party, as the nominee to administer the [REDACTION] Share Options Scheme pursuant to its scheme rules, however, no Shares underlying the granted share options had been allotted and issued to Daoduo Holding Limited.

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The table below shows details of share options granted to all Share Option Grantees under the [REDACTION] Share Option Scheme as of the Latest Practicable Date:

Grantee	Share options granted	Position	Address	Consideration paid for the share options	Number of shares underlying share options granted	Exercise Price	Date of Grant	Vesting Period	The period during which share options are exercisable	[REDACTION]
Director	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	[REDACTION]
Senior Management . .	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	[REDACTION]
BIAN Jingyi (卞靜怡)	6,000,000	Vice President	Room 804, Block 1, Tai He Yuan, Nanjing, PRC	Nil	6,000,000	US\$0.0045	June 20, 2010	36 months from the date of grant	10 years after the date of grant	[REDACTION]
DENG Linghua (鄧凌華)	5,320,000	Director of Technology	No. 8 Xinan Si Road, Nanshan District, Shenzhen, Guangdong, PRC	Nil	4,520,000	US\$0.0045	June 20, 2010	36 months from the date of grant	10 years after the date of grant	[REDACTION]
				Nil	800,000	US\$0.009	June 20, 2010	the date of grant		[REDACTION]
Total	11,320,000				11,320,000					[REDACTION]
Other employees										
12 employees	9,320,000			Nil	9,320,000	US\$0.0045	June 20, 2010	36 months from the date of grant	10 years after the date of grant	[REDACTION]
34 employees	7,160,000			Nil	7,160,000	US\$0.009	June 20, 2010	the date of grant		[REDACTION]
3 employees	1,000,000			Nil	1,000,000	US\$0.009	January 15, 2011	date of grant		[REDACTION]
Total	17,480,000				17,480,000					[REDACTION]
TOTAL	28,800,000				28,800,000					[REDACTION]

[REDACTION]

Save and except as set out above, no other options have been granted or agreed to be granted by our Company under the [REDACTION] Share Option Scheme.

We have applied for, and have been granted, an exemption from the SFC from strict compliance with the disclosure requirements under paragraph 10(d) of Part I of the Third Schedule to the Companies (Winding Up and Miscellaneous) Ordinance, and a waiver from the [REDACTION] from strict compliance with the disclosure requirements under Rule 17.02(1)(b) of and paragraph 27 of Appendix 1A to the [REDACTION] in connection

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with the particulars of Share Option Grantees. For further details, please refer to the section headed “Waivers from Strict Compliance with [REDACTION] — Waiver and Exemption in relation to the [REDACTION] Share Option Scheme”.

Outstanding RSUs

As of the Latest Practicable Date, we had an aggregate of 142,316,000 RSUs granted to 309 Grantees under the [REDACTION] RSU Scheme and no more RSUs will be granted under the [REDACTION] RSU Scheme after [REDACTION]. Among all the RSU Grantees, four of them are Directors, one is a member of senior management, and 304 are our other employees. Other than the four Directors, none of the RSU Grantees is a connected person of our Company. Among all the RSU Grantees, four persons have each been granted RSUs representing more than 5,000,000 Shares. The total number of Shares underlying the 142,316,000 RSUs represents approximately 5.04% of the enlarged share capital of our Company upon completion of the [REDACTION] (assuming the [REDACTION] is not exercised and without taking into account any Shares which may be issued upon the exercise of the options under the [REDACTION] Share Option Scheme and any Shares which may be issued pursuant to the [REDACTION] RSU Scheme). As of the Latest Practicable Date, 142,316,000 Shares had been issued and allotted to the [REDACTION] RSU Nominee under the [REDACTION] RSU Scheme.

In addition, we have appointed The Core Trust Company as the trustee and Baiduo Investment Holding Limited, a company incorporated in the BVI on February 13, 2014 and an Independent Third Party, as the nominee to administer the [REDACTION] RSU Scheme after the [REDACTION]. As of the Latest Practicable Date, no Shares had been allotted and issued to Baiduo Investment Holding Limited.

(a) Directors

Four of our Directors had been granted RSUs under the [REDACTION] RSU Scheme as of the Latest Practicable Date.

Name of Grantee	RSUs granted	Consideration paid for the RSUs	Number of shares underlying RSUs granted	Date of Grant	Vesting Schedule	[REDACTION]
DAI Jian (戴堅)	10,000,000	Nil	10,000,000 Ordinary Shares	February 18, 2014	20% of the RSUs at 12 months after the date of grant 20% of the RSUs at 24 months after the date of grant 30% of the RSUs at 36 months after the date of grant 30% of the RSUs at 48 months after the date of grant	[REDACTION]

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Name of Grantee	RSUs granted	Consideration paid for the RSUs	Number of shares underlying RSUs granted	Date of Grant	Vesting Schedule	[REDACTION]
LIU Qianli (劉千里)	200,000	Nil	200,000 Ordinary Shares	March 21, 2014	30% of the RSUs at 12 months after the date of grant 30% of the RSUs at 24 months after the date of grant 40% of the RSUs at 36 months after the date of grant	[REDACTION]
WANG Qing (王慶)	200,000	Nil	200,000 Ordinary Shares	March 21, 2014	30% of the RSUs at 12 months after the date of grant 30% of the RSUs at 24 months after the date of grant 40% of the RSUs at 36 months after the date of grant	[REDACTION]
MA Xiaofeng 馬肖風	200,000	Nil	200,000 Ordinary Shares	March 21, 2014	30% of the RSUs at 12 months after the date of grant 30% of the RSUs at 24 months after the date of grant 40% of the RSUs at 36 months after the date of grant	[REDACTION]
Total	10,600,000		10,600,000 Ordinary Shares			[REDACTION]

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(b) Senior management

Only one of our senior management members was granted RSUs under the [REDACTION] RSU Scheme. The table below shows details of RSUs granted to him as of the Latest Practicable Date:

Name of Grantee	RSUs granted	Consideration paid for the RSUs	Number of shares underlying RSUs granted	Date of Grant	Vesting Schedule [REDACTION]
Senior management					
YEUNG Ka Hong Carl (楊家康)	10,000,000	Nil	10,000,000 Ordinary Shares	October 1, 2013	20% of the RSUs [REDACTION] at 12 months after the date of grant 20% of the RSUs at 24 months after the date of grant 30% of the RSUs at 36 months after the date of grant 30% of the RSUs at 48 months after the date of grant
	10,000,000	Nil	10,000,000 Ordinary Shares	February 18, 2014	20% of the RSUs [REDACTION] at 12 months after the date of grant 20% of the RSUs at 24 months after the date of grant 30% of the RSUs at 36 months after the date of grant 30% of the RSUs at 48 months after the date of grant
Total	20,000,000		20,000,000 Ordinary Shares		[REDACTION]

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(c) Grantees holding RSUs representing more than 5,000,000 Shares

As of the Latest Practicable Date, other than DAI Jian and YEUNG, Ka Hong Carl, two other employees of our Company had been granted RSUs representing more than 5,000,000 Shares each under the [REDACTION] RSU Scheme.

Name of Grantee	RSUs granted	Position	Address	Consideration paid for the RSUs	Number of shares underlying RSUs granted	Date of Grant	Vesting Schedule	[REDACTION]
BIAN Jingyi (卞靜怡)	6,000,000	Vice President	Room 804, Block 1, Tai He Yuan, Nanjing PRC	Nil	6,000,000 Ordinary Shares	October 1, 2013	20% of the RSUs at 12 months after the date of grant 20% of the RSUs at 24 months after the date of grant 30% of the RSUs at 36 months after the date of grant 30% of the RSUs at 48 months after the date of grant	[REDACTION]
LI Wei (李偉) . . .	7,400,000	Vice President	No. 888 North Tian He Rd., Guangzhou, PRC	Nil	7,400,000 Ordinary Shares	October 1, 2013	20% of the RSUs at 12 months after the date of grant 20% of the RSUs at 24 months after the date of grant 30% of the RSUs at 36 months after the date of grant 30% of the RSUs at 48 months after the date of grant	[REDACTION]

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(d) Other Grantees

As of the Latest Practicable Date, other than the four Directors, no RSU has been granted to any connected person of the Company under the [REDACTION] RSU Scheme. Other than the Directors, senior management member and Grantees holding RSUs representing more than 5,000,000 Shares disclosed in paragraphs (a), (b) and (c) above, 302 other employees have been granted RSUs under the [REDACTION] RSU Scheme. The Shares underlying these granted RSUs represent approximately 3.48% of the enlarged share capital of our Company upon completion of the [REDACTION] (assuming the [REDACTION] is not exercised and no Shares are issued under the [REDACTION] Share Option Scheme and the [REDACTION] RSU Scheme).

The table below shows details of RSUs granted to our other 302 employees as of the Latest Practicable Date:

Name of Grantee	RSUs granted	Consideration paid for the RSUs	Number of shares underlying RSUs granted	Date of Grant	Vesting Schedule	[REDACTION]
300 employees	91,676,000	Nil	91,676,000 Ordinary Shares	October 1, 2013	20% of the RSUs at 12 months after the date of grant 20% of the RSUs at 24 months after the date of grant 30% of the RSUs at 36 months after the date of grant 30% of the RSUs at 48 months after the date of grant	[REDACTION]
14 employees ⁽¹⁾	6,640,000	Nil	6,640,000 Ordinary Shares	February 18, 2014	20% of the RSUs at 12 months after the date of grant 20% of the RSUs at 24 months after the date of grant 30% of the RSUs at 36 months after the date of grant 30% of the RSUs at 48 months after the date of grant	[REDACTION]
Total	98,316,000		98,316,000 Ordinary Shares			[REDACTION]

(1) Among the 14 employees who were granted RSUs on February 18, 2014, 12 of them had also been granted RSUs on October 1, 2013.

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Assuming that the 188,733,600 and 56,472,440 Shares which may be issued under the [REDACTION] RSU Scheme and the [REDACTION] RSU Scheme have been in issue throughout the years ended December 31, 2011, 2012 and 2013, there will be a dilution effect of approximately 11.8% on the audited earnings per Share for the year ended December 31, 2011 and a dilution effect of approximately 12.5% on the audited earnings per Share for the year ended December 31, 2012. There will be no dilution effect for the year ended December 31, 2013 as net loss was recorded in 2013 and assuming additional Ordinary Shares in issue would result in an anti-dilution effect on the loss per Share for the year.

Save and except as set out above, no other RSUs have been granted or agreed to be granted by our Company under the [REDACTION] RSU Scheme or the [REDACTION] RSU Scheme. If new Shares are issued to satisfy the entire pool of RSUs under the [REDACTION] RSU Scheme, there would be a dilution effect on the shareholdings of our Shareholders of approximately 2%.

OTHER INFORMATION

1. Litigation

Except as disclosed in [REDACTION], as of the Latest Practicable Date, we were not engaged in any litigation, arbitration or claim of material importance and no litigation, arbitration or claim of material importance is known to our Directors to be pending or threatened by or against us, that would have a material adverse effect on our results of operations or financial condition.

2. Preliminary expenses

Our preliminary expenses are estimated to be HK\$10,000 and have been paid by us.

3. Promoter

Our Company has no promoter for the purpose of the Listing Rules. Within the two years preceding the date of this [REDACTION], no cash, securities or other benefit has been paid, allotted or given or is proposed to be paid, allotted or given to any promoter in connection with the [REDACTION] and the related transactions described in this [REDACTION].

4. [REDACTION]

[REDACTION]

5. No material adverse change

The Directors confirm that there has been no material adverse change in our financial or trading position, indebtedness, mortgage, contingent liabilities, guarantees or prospects of our Group since December 31, 2013, the date of the latest audited consolidated financial statements of our Group.

6. [REDACTION]

[REDACTION]

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7. Qualifications of experts

The qualifications of the experts (as defined under the Listing Rules and the Companies (Winding up and Miscellaneous Provisions) Ordinance) who have given their opinion and/or advice in [REDACTION] are as follows:

Name	Qualifications
[REDACTION]	
PricewaterhouseCoopers	Certified Public Accountants
iResearch	Independent Industry Consultant
Jun He Law Offices	Our PRC legal advisers
Conyers Dill & Pearman (Cayman) Limited	Cayman Islands attorneys-at-law

8. Consents

Each of [REDACTION], iResearch Co., Ltd, PricewaterhouseCoopers, Jun He Law Offices and Conyers Dill & Pearman (Cayman) Limited has given and has not withdrawn their respective written consents to the issue of [REDACTION] with the inclusion of their reports and/or letters and/or the references to their names included herein in the form and context in which they are respectively included.

None of the experts named above has any shareholding interests in the Company or any of its subsidiaries or PRC Operating Entity or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe in the Company or any of its subsidiaries or the PRC Operating Entity.

9. [REDACTION]

[REDACTION]

10. Binding Effect

[REDACTION] shall have the effect, if an application is made in pursuance of it, 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 so far as applicable.

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11. [REDACTION]

[REDACTION]

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[REDACTION]

12. [REDACTION]

[REDACTION]

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[REDACTION], any of their respective directors or any other person or party involved in the [REDACTION] accept responsibility for any tax effects on, or liabilities of, any person, resulting from the subscription, purchase, holding or disposal of, dealing in or the exercise of any rights in relation to, our Shares.

13. Miscellaneous

- (a) Save as otherwise disclosed in [REDACTION]:
- (i) within the two years preceding the date of [REDACTION], no share or loan capital of our Company or of any of our principal operating subsidiaries has been issued, agreed to be issued or is proposed to be issued fully or partly paid either for cash or for a consideration other than cash;
 - (ii) within the two years preceding the date of [REDACTION], no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any share or loan capital of our Company or any of the principal subsidiaries;
 - (iii) within the two years preceding the date of [REDACTION], no commission has been paid or is payable (except commissions to underwriters) for subscribing or agreeing to subscribe, or procuring or agreeing to procure the subscriptions, for any Shares in our Company;
 - (iv) neither our Company nor any of our subsidiaries have issued or agreed to issue any founder shares, management shares or deferred shares;
 - (v) no share or loan capital of our Company or any of our consolidated subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
 - (vi) none of the parties (save in connection with the [REDACTION]) listed in the sub-paragraph headed “Consents” under the paragraph headed “Other information” in this Appendix IV to [REDACTION] :
 - (aa) is interested legally or beneficially in any securities of any member of our Group; or
 - (bb) has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

14. Estate Duty

Our Directors have been advised that no material liability for estate duty is likely to fall on our Company or any of our subsidiaries or PRC operating entity.

15. Bilingual [REDACTION]

The English language and Chinese language versions of [REDACTION] are being published separately, in reliance upon the exemption provided under Section 4 of the Companies (Exemption of Companies and [REDACTION] from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).