

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR COMPANY

1. Incorporation of our Company

Our Company was incorporated in the Cayman Islands under the Companies Law as an exempted company with limited liability on 9 May 2018. We have been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 27 July 2018 and our principal place of business in Hong Kong is Unit 8, 39/F, Cable TV Tower, No. 9 Hoi Shing Road, Tsuen Wan, New Territories, Hong Kong. Mr. Ho has been appointed as the authorised representative of our Company for the acceptance of service of process and notices in Hong Kong.

As our Company is incorporated in the Cayman Islands, we are subject to the relevant laws of the Cayman Islands and our constitution which comprises the Memorandum of Association and the Articles of Association. A summary of the relevant aspects of the Cayman Islands company law and certain provisions of the Articles of Association is set forth in Appendix III to this document.

2. Changes in share capital of our Company

As at the date of incorporation of our Company on 9 May 2018, our authorised share capital was HK\$380,000 comprising 38,000,000 Shares of HK\$0.01 each, of which one fully-paid Share was issued and allotted to the subscriber. On the same date, the initial subscribing shareholder transferred one Share to Hoi Lang, and subsequently 99 ordinary Shares were issued and allotted to Hoi Lang for cash at par.

On 18 September 2018, as part of the Reorganisation, an allotment and issue of a total of 100 Shares, credited as fully paid, were made to Hoi Lang.

On 6 December 2018, the authorised share capital of our Company was increased from HK\$[REDACTED] comprising [REDACTED] Shares of HK\$0.01 each to HK\$10,000,000 comprising 1,000,000,000 Shares of HK\$0.01 each by the creation of an additional [REDACTED] Shares of HK\$0.01 each.

Immediately following completion of the [REDACTED] and the [REDACTED] but without taking into account any Shares which may be issued upon exercise of any option which may be granted under the Share Option Scheme, [REDACTED] Shares will be issued fully paid or credited as fully paid, and [REDACTED] Shares will remain unissued.

Other than pursuant to the exercise of any options which may be granted under the Share Option Scheme, there is no present intention to issue any part of the authorised but unissued share capital of our Company and, without prior approval of our Shareholders in general meeting, no issue of Shares will be made which would effectively alter the control of our Company.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Save as disclosed therein and in the paragraph headed “3. Written resolutions of our sole Shareholder passed on 6 December 2018” below, there has been no alteration in our Company’s share capital since its incorporation.

3. Written resolutions of our sole Shareholder passed on 6 December 2018

By written resolutions of our sole Shareholder passed on 6 December 2018:

- (a) our Company approved and adopted the Memorandum and the Articles of Association conditional upon [REDACTED] and with effect from the [REDACTED];
- (b) the authorised share capital of our Company was increased from HK\$[REDACTED] comprising [REDACTED] Shares of HK\$0.01 each to HK\$10,000,000 comprising 1,000,000,000 Shares of HK\$0.01 each by the creation of an additional [REDACTED] Shares of HK\$0.01 each, each ranking equally with the Shares then in issue in all respects (the “**Increase in Authorised Share Capital**”);
- (c) conditional on (aa) the Listing Committee of the Stock Exchange granting the [REDACTED] of, and permission to deal in, our Shares in issue and Shares to be issued as mentioned in this document; (bb) the [REDACTED] having been determined; and (cc) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional and not being terminated in accordance with the terms of the [REDACTED] or otherwise, in each case on or before such dates as may be specified in the [REDACTED]:
 - (i) the terms and conditions of the [REDACTED] were approved and our Directors were authorised to allot and issue the [REDACTED] pursuant to the [REDACTED];
 - (ii) the rules of the Share Option Scheme, the principal terms of which are set forth in paragraph headed “D. Share Option Scheme” of this Appendix, were approved and adopted and our Directors were authorised to approve any amendments at the rules of the Share Option Scheme as may be acceptable or not objected to by the Stock Exchange, and at our Directors’ absolute discretion, to grant options to subscribe for Shares thereunder and to allot, issue and deal with our Shares pursuant to the exercise of subscription rights attaching to any options granted under the Share Option Scheme and to take all such steps as they consider necessary, desirable or expedient to implement the Share Option Scheme;
 - (iii) following the increase in authorised share capital and conditional further on the share premium account of our Company being credited as a result of the [REDACTED], our Directors were authorised to capitalise an amount of HK\$[REDACTED] standing to the credit of the share premium account of our Company by applying such sum in paying up in full at par

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

[REDACTED] Shares for allotment and issue to the persons whose names appear on the principal register of members of our Company in the Cayman Islands at the close of business on 6 December 2018 (as they may direct) in proportion (as nearly as possible without involving fractions so that no fraction of a Share shall be allotted and issued) to their then existing shareholdings in our Company, each ranking equally in all respects with the then existing issued Shares, and our Directors were authorised to give effect to such capitalisation and distributions;

- (iv) a general unconditional mandate was given to our Directors to exercise all powers of our Company to allot, issue and deal with, otherwise than by way of rights issue, script dividend scheme or similar arrangements providing for allotment of Shares in lieu of the whole or in part of any dividend in accordance with the Articles, or on the exercise of options granted under the Share Option Scheme, or under the [REDACTED] or the [REDACTED], Shares with a total number not exceeding the sum of (aa) 20% of the total number of Shares in issue immediately following completion of the [REDACTED] and the [REDACTED], and (bb) the total number of Shares which may be repurchased by our Company pursuant to the authority granted to our Directors as referred to on sub-paragraph (v) below, until the conclusion of the next annual general meeting of our Company, or the date by which the next annual general meeting of our Company is required by the Articles or any applicable laws to be held, or the passing of an ordinary resolution by the Shareholders revoking or varying the authority given to the Directors, whichever occurs first;
- (v) a general unconditional mandate (the "**Repurchase Mandate**") was given to our Directors to exercise all powers of our Company to repurchase Shares on the Stock Exchange or other stock exchange on which the securities of our Company may be listed and recognised by the SFC and the Stock Exchange for this purpose, with a total number of not exceeding 10% of the total number of Shares in issue immediately following the completion of the [REDACTED] and the [REDACTED] until the conclusion of the next annual general meeting of our Company, or the date by which the next annual general meeting of our Company is required by the Articles or any applicable laws to be held, or the passing of an ordinary resolution by the Shareholders revoking or varying the authority given to the Directors, whichever occurs first; and
- (vi) the extension of the general mandate to allot, issue and deal with Shares pursuant to paragraph (iv) above to include the total number of Shares which may be repurchased pursuant to paragraph (v) above.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

4. Changes in share capital of subsidiaries

The subsidiaries of our Company are listed in the Accountant’s Report set forth in Appendix I to this document.

Save as disclosed in the section headed “History, development and reorganisation” in this document, there has been no alteration in the share capital of any of the subsidiaries of our Company within the two years immediately preceding the date of this document.

5. Reorganisation

The companies comprising our Group underwent the Reorganisation to rationalise our Group’s structure in preparation for the [REDACTED] of our Shares on the Stock Exchange, pursuant to which our Company became the holding company of our Group. The Reorganisation included the following major steps:

- (a) Hoi Lang was incorporated in the BVI on 8 May 2018 to act as an investment holding company of Mr. Man, Mrs. Man and Mr. Ho to hold their interests in the Company. Hoi Lang is authorised to issue a maximum of 50,000 ordinary shares of a single class with no par value. On 8 May 2018, 50, 30 and 20 shares of Hoi Lang, representing the entire issued share capital of Hoi Lang, were allotted and issued to Mr. Man, Mrs. Man and Mr. Ho, respectively.
- (b) The Company was incorporated in the Cayman Islands on 9 May 2018 to act as the holding company of the Group. The initial authorised share capital of the Company was HK\$380,000 divided into 38,000,000 ordinary shares with par value of HK\$0.01 each. Upon incorporation, one fully-paid subscriber Share was allotted and issued to the initial subscriber according to the Memorandum and Articles of Association, which was then transferred to Hoi Lang on the same day at par value and the Company became wholly-owned by Hoi Lang. A further allotment and issuance of 99 Shares were made on 9 May 2018 to Hoi Lang.
- (c) Link Shing was incorporated in the BVI on 11 May 2018 and was authorised to issue a maximum of 50,000 ordinary shares of a single class with no par value. Upon incorporation, 100 shares were allotted and issued to the Company and Link Shing became wholly-owned by the Company.
- (d) On 18 September 2018, the Company, Link Shing, Mr. Man, Mrs. Man and Mr. Ho entered into a sale and purchase agreement pursuant to which Link Shing agreed to acquire (a) 50,000, 30,000 and 20,000 shares, from Mr. Man, Mrs. Man and Mr. Ho, respectively, representing the entire issued share capital of Hoi Sing Decoration; (b) one share each from Mr. Man and Mrs. Man, representing the entire issued share capital of Hoi Sing Construction; (c) 70,000 and 30,000 shares from Mr. Man and Mrs. Man, respectively, representing the entire issued share capital of Milieu; and (d) one share from Mr. Man, representing the entire

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

issued share capital of Chun Shing Development, in consideration of the Company allotting and issuing a total of 100 Shares, credited as fully paid, to Hoi Lang (as directed by Mr. Man, Mrs. Man and Mr. Ho). Upon completion of the acquisition, Hoi Sing Decoration, Hoi Sing Construction, Milieu and Chun Shing Development became direct wholly-owned subsidiaries of Link Shing and indirect wholly-owned subsidiaries of the Company.

The shareholding structure of the members of our Group upon completion of the Reorganisation is set out in the section headed “History, development and reorganisation” in this document.

6. Repurchase of our Shares by our Company

This paragraph includes the information required by the Stock Exchange to be included in this document concerning the repurchase by our Company of own securities.

(a) Shareholders’ approval

All proposed repurchases of securities (which must be fully paid up in the case of shares for the purpose of Rule 10.06(1)(b)(i) of the Listing Rules) by a company listed on the Stock Exchange must be approved in advance by an ordinary resolution of the shareholders, either by way of general mandate or by specific approval of a particular transaction.

Note: Pursuant to the written resolutions passed by the sole Shareholder on 6 December 2018, the Repurchase Mandate was given to our Directors authorising any repurchase by our Company of Shares on the Stock Exchange or any other stock exchange on which the securities of our Company may be listed and which is recognised by the SFC of Hong Kong and the Stock Exchange for this purpose, of up to 10% of the aggregate number of Shares in issue immediately following completion of the [REDACTED] and [REDACTED] but excluding any Shares which may be issued pursuant to the exercise of the Share Option Scheme, such mandate to expire at the conclusion of the next annual general meeting of our Company, or the date by which the next annual general meeting of our Company is required by the Articles or applicable laws to be held, or the passing of an ordinary resolution by Shareholders in general meeting revoking or varying the authority given to our Directors, whichever occurs first.

(b) Source of funds

Repurchases must be paid out of funds legally available for the purpose in accordance with the Articles and the Cayman Companies Law. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Under the Cayman Islands laws, any repurchases by our Company may be made out of profits of our Company, out of our Company’s share premium account or out of the proceeds of a fresh issue of Shares made for the purpose of the repurchase. Any premium payable on a purchase over the par value of the Shares to be purchased must be provided for out of either or both of the profits of our Company or

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

the share premium account of our Company. Subject to the provisions of the Cayman Companies Law, a repurchase may also be made out of the share capital of the Company.

(c) Reasons for repurchases

Our Directors believe that it is in the best interest of our Company and the Shareholders for our Directors to have general authority from the Shareholders to enable our Company to repurchase Shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made if our Directors believe that such repurchases will benefit our Company and our Shareholders.

(d) Funding of repurchases

In repurchasing securities, our Company may only apply funds legally available for such purpose in accordance with the Articles, the Listing Rules and the applicable laws of the Cayman Islands.

On the basis of the current financial position of our Group as disclosed in this document and taking into account the current working capital position of our Group, our Directors consider that, if the Repurchase Mandate were to be exercised in full, it might have a material adverse effect on the working capital and/or the gearing position of our Group as compared with the position disclosed in this document. However, our Directors do not propose to exercise the Repurchase Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Group or the gearing levels which in the opinion of our Directors are from time to time appropriate for our Group.

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately after the [REDACTED], would result in up to [REDACTED] Shares being repurchased by our Company during the period in which the Repurchase Mandate remains in force.

(e) General

Neither our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates currently intends to sell any Shares to our Company or our subsidiaries.

Our Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the Listing Rules, the Articles and the applicable laws of the Cayman Islands.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

If, as a result of a securities repurchase, a Shareholder’s proportionate interest in the voting rights of our Company is increased, such increase will be treated as an acquisition for the purpose of the Takeovers Code. As a result, a Shareholder, a group of Shareholders acting in concert (within the meaning under the Takeover Code), depending on the level of increase of such Shareholders’ interest, could obtain or consolidate control of our Company and may become obliged under Rule 26 of the Takeovers Code to make a mandatory offer unless a whitewash waiver is obtained. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

Our Directors will not exercise the Repurchase Mandate if the repurchase would result in the number of Shares which are in the hands of the public falling below 25% of the total number of Shares in issue (or such other percentage as may be prescribed as the minimum public shareholding under the Listing Rules).

No core connected person (as defined in the Listing Rules) of our Company has notified us that he/she/it has a present intention to sell Shares to our Company, or has undertaken not to do so if the Repurchase Mandate is exercised.

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of material contracts

The following contracts (not being contracts in the ordinary course of business) have been entered into by members of our Group within the two years preceding the date of this document and are or may be material:

- (a) the sale and purchase agreement dated 18 September 2018 entered into among (i) Man Hoi Yuen; (ii) Ng Yuen Chun; (iii) Ho Chi Hong (collectively the “Vendors”); (iv) Link Shing Holdings Ltd.; and (v) Yield Go Holdings Ltd., under which Link Shing Holdings Ltd. agreed to acquire (a) the entire issued share capital of Hoi Sing Decoration Engineering Company Limited from the Vendors; (b) the entire issued share capital of Hoi Sing Construction (H.K.) Limited from Man Hoi Yuen and Ng Yuen Chun; (c) the entire issued share capital of Milieu Wooden Company Limited from Man Hoi Yuen and Ng Yuen Chun; and (d) the entire issued share capital of Chun Shing Development Co., Limited from Man Hoi Yuen, in consideration of Yield Go Holdings Ltd. allotting and issuing a total of 100 shares in its share capital, all credited as fully paid, to Hoi Lang Holdings Ltd.;
- (b) the Deed of Indemnity; and
- (c) the [REDACTED].


APPENDIX IV

STATUTORY AND GENERAL INFORMATION

2. Intellectual property rights

(a) Trademark

As at the Latest Practicable Date, our Group was the registered owner of the following trademark:

Trademark	Place of Registration	Trademark Registration number	Class	Expiry Date	Registered Owner
	Hong Kong	301842606	19	24 February 2021	Milieu

(b) Domain Name

As at the Latest Practicable Date, our Group has registered the following domain name:

Domain name	Registration Date	Expiry Date
www.yield-go.com	11 April 2018	11 April 2020

C. FURTHER INFORMATION ABOUT SUBSTANTIAL SHAREHOLDERS, DIRECTORS AND EXPERTS

1. Disclosure of interests

- (a) Immediately following the completion of the [REDACTED] and the [REDACTED] (without taking into account any Shares which may be issued upon the exercise of any options that may be granted under the Share Option Scheme), the interests and short positions of our Directors or chief executive of our Company in our Shares, underlying shares and debentures of our Company or any of our associated corporations (within the meaning of Part XV of the SFO) which, once our Shares are listed on the Stock Exchange, will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including any interests or short position which they are taken or deemed to have under such provisions of the SFO) or will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, to be notified to our Company and the Stock Exchange, in each case once our Shares are listed on the Stock Exchange, will be as follows:

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(i) Long position in our shares

Name of Director	Capacity/Nature of interest	Number of Shares held ⁽¹⁾	Percentage of shareholding
Mr. Man ⁽²⁾	Interest in a controlled corporation	[REDACTED]	[REDACTED]%
Mrs. Man ⁽³⁾	Interest of spouse	[REDACTED]	[REDACTED]%

Notes:

- (1). The letters “L” denotes the respective “long position” (as defined under Part XV of the SFO) of the relevant person/entity in such Shares.
- (2). Hoi Lang held [REDACTED]% of the total issued share capital of our Company and Hoi Lang was in turn owned by Mr. Man (our executive Director and our chairman), Mrs. Man (our executive Director) and Mr. Ho (our executive Director and our chief executive officer) as to 50%, 30% and 20%, respectively.
- (3). Mrs. Man is the spouse of Mr. Man. Therefore, Mrs. Man and Mr. Man are deemed or taken to be interested in the Shares held by Hoi Lang under the SFO.

(ii) Long position in the ordinary shares of associated corporation

Name of Director	Name of associated corporation	Capacity/Nature of interest	Number of shares held in the associated corporation ⁽¹⁾	Percentage of shareholding
Mr. Man	Hoi Lang	Beneficial owner	50 shares (L)	50%
Mrs. Man	Hoi Lang	Beneficial owner	30 shares (L)	30%
Mr. Ho	Hoi Lang	Beneficial owner	20 shares (L)	20%

Note:

- (1). The letters “L” denotes the respective “long position” (as defined under Part XV of the SFO) of the relevant person/entity in the shares of the relevant associated corporation.
- (b) So far as is known to our Directors, immediately following the completion of the [REDACTED] and the [REDACTED] (without taking into account any Shares which may be issued upon the exercise of any options that may be granted under the Share Option Scheme), the following persons (not being a Director or chief executive of our Company as disclosed in paragraph (a) above) will have interests or short positions in Shares or underlying Shares which would fall to be disclosed to our Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or, who are, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

carrying rights to vote in all circumstances at general meetings of any other member of our Group:

Long position in our Shares

Name of substantial shareholder	Capacity/Nature of interest	Numbers of Shares held ⁽¹⁾	Percentage of shareholding
Hoi Lang ⁽²⁾	Beneficial owner	[REDACTED]	[REDACTED]

Notes:

- (1). The letters “L” denotes the respective “long position” (as defined under Part XV of the SFO) of the relevant person/entity in such Shares.
- (2). Hoi Lang held [REDACTED]% of the total issued share capital of our Company and Hoi Lang was in turn owned by Mr. Man (our executive Director and our chairman), Mrs. Man (our executive Director) and Mr. Ho (our executive Director and our chief executive officer) as to 50%, 30% and 20%, respectively.

2. Particulars of service contracts

Each of our executive Directors has entered into a service contract with our Company. The service contracts are initially for a fixed term of three years commencing from the [REDACTED] (subject to termination in certain circumstances as stipulated in the relevant service contract). Each of these executive Directors is entitled to their respective basic salary set forth below.

The basic annual salaries of the executive Directors are as follows:

Name	Approximate annual salary (HK\$)
Mr. Man	1,081,600
Mrs. Man	390,000
Mr. Ho	845,000

Each of the independent non-executive Directors has entered into a letter of appointment with our Company. The terms and conditions of each of such letter of appointment are similar in all material respects. Each of them is appointed with an initial term of two years commencing from the [REDACTED] (subject to termination in certain circumstances as stipulated in the relevant letter of appointment). The appointments are subject to the provisions of the Articles of Association with regard to vacation of office of Directors and removal and retirement by rotation of Directors. Each of Mr. Chan Ka Yu, Mr. Lo Ki Chiu and Mr. Leung Wai Lim is entitled to a director’s fee of HK\$180,000, HK\$180,000 and HK\$180,000 per annum, respectively. Save for Directors’ fees, none of

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

our independent non-executive Directors is expected to receive any other remuneration for holding their office as independent non-executive Director.

Save as disclosed aforesaid, none of our Directors has or is proposed to have a service contract with our Company or any of our subsidiaries other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).

3. Directors’ remuneration

- (a) The aggregate amount of emoluments (including fees, salaries, allowances and other benefits in kind, discretionary bonuses and retirement scheme contributions) paid by our Group to our Directors in respect of the three financial years ended 31 March 2016, 2017 and 2018 and four months ended 31 July 2018 were approximately HK\$2,412,000, HK\$2,179,000, HK\$2,276,000 and HK\$592,800, respectively.
- (b) Under the arrangements currently in force, the aggregate emoluments (including fees, salaries, allowances and other benefits in kind, retirement scheme contributions but excluding any discretionary benefits or bonus or other fringe benefits) payable by our Group to our Directors for the year ending 31 March 2019 are expected to be no more than HK\$2,900,000.
- (c) None of our Directors or any past directors of any member of our Group has been paid any sum of money for the three years ended 31 March 2016, 2017 and 2018 and four months ended 31 July 2018 (i) as an inducement to join or upon joining our Group or (ii) for loss of office as a director or management of any members of our Group.
- (d) There has been no arrangement under which a Director has waived or agreed to waive any emoluments for each of the three years ended 31 March 2016, 2017 and 2018 and four months ended 31 July 2018.

4. Fees or commission received

Save as disclosed in the section headed “[REDACTED] – Commissions and expenses” in this document, none of our Directors or the experts named in the paragraph headed “Qualifications of experts” in this Appendix had received any agency fee or commissions from our Group within the two years preceding the date of this document.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

5. Connected transactions and related party transactions

Save as disclosed in the sections headed “Connected transaction”, “Relationship with our Controlling Shareholders” and in note 31 to the Accountant’s Report, the text of which is set forth in Appendix I to this document, during the two years immediately preceding the date of this document, our Company has not engaged in any other material connected transactions or related party transactions.

6. Disclaimers

Save as disclosed in this Appendix and the section headed “Substantial Shareholders” in this document:

- (a) and taking no account of any Shares which may be taken up or acquired under the [REDACTED] or upon the exercise of any options which may be granted under the Share Option Scheme, our Directors are not aware of any person (not being a Director or chief executive of our Company) who immediately following the completion of the [REDACTED] and the [REDACTED] will have an interest or a short position in the Shares and underlying Shares which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO or who will, either directly or indirectly, be interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of our Group;
- (b) none of our Directors has any interest or short position in any of the Shares, underlying shares or debentures of our Company or any associated corporations within the meaning of Part XV of the SFO, which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which any of them is deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein or which will be required to be notified to our Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers, in each case once the Shares are listed;
- (c) none of our Directors nor any of the parties listed in the paragraph headed “Qualifications of experts” in this Appendix has been interested in the promotion of, or has any direct or indirect interest in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to our Company or any of the subsidiaries of our Company, or are proposed to be acquired or disposed of by or leased to our Company or any other member of our Group nor will any Director apply for the [REDACTED] either in his own name or in the name of a nominee;

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (d) none of the Directors nor any of the parties listed in the paragraph headed “Qualifications of experts” in this Appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to business of our Group; and
- (e) save in connection with the [REDACTED], none of the parties listed in the paragraph headed “Qualifications of experts” in this Appendix:
 - (i) is interested legally or beneficially in any securities of any member of our Group; or
 - (ii) has any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

D. SHARE OPTION SCHEME

The following is a summary of principal terms of the Share Option Scheme. The terms of the Share Option Scheme are in accordance with the provision of Chapter 17 of the Listing Rules.

a. Purpose

The Share Option Scheme is a share incentive scheme and is established to recognise and acknowledge the contributions Eligible Participants (as defined in paragraph b below) had or may have made to our Group. The Share Option Scheme will provide Eligible Participants an opportunity to have a personal stake in our Company with the view to achieving the following objectives:

- (i) motivate Eligible Participants to optimise their performance efficiency for the benefit of our Group; and
- (ii) attract and retain or otherwise maintain on-going business relationship with Eligible Participants whose contributions are or will be beneficial to the long-term growth of our Group.

b. Who may join

The Board may, at its discretion and subject to such conditions as it thinks fit, offer to grant an option to subscribe for such number of new Shares as the Board may determine at an exercise price determined in accordance with paragraph e below to:

- (i) any full-time or part-time employees, executives or officers of our Company or any of its subsidiaries;

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (ii) any directors (including executive, non-executive directors and independent non-executive directors) of our Company or any of its subsidiaries;
- (iii) any advisers (professional or otherwise), consultants, suppliers, customers and agents to our Company or any of its subsidiaries; and
- (iv) such other persons who, in the sole opinion of the Board, will contribute or have contributed to our Group.

(collectively, the “**Eligible Participants**”)

Upon acceptance of the option, the grantee shall pay HK\$1.00 to our Company by way of consideration for the grant. Any offer to grant an option to subscribe for Shares may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot of dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate offer document constituting the acceptance of the option. To the extent that the offer to grant an option is not accepted by any prescribed acceptance date, it shall be deemed to have been irrevocably declined.

c. **Maximum number of Shares**

The maximum number of Shares in respect of which options may be granted under the Share Option Scheme and under any other share option schemes of our Company must not in aggregate exceed 10%, being [REDACTED] Shares, of the total number of Shares in issue immediately following completion of the [REDACTED], excluding for this purpose Shares which would have been issuable pursuant to the options which have lapsed in accordance with the terms of the Share Option Scheme (or any other share option schemes of the Company, where applicable). Subject to the issue of a circular by our Company and the approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time, the Board may:

- (i) renew this limit at any time to 10% of the Shares in issue as at the date of the approval by the Shareholders in general meeting; and/or
- (ii) grant options beyond the 10% limit to Eligible Participants specifically identified by the Board. The circular issued by our Company to the Shareholders shall contain a generic description of specified Eligible Participants who may be granted such options, the number and terms of the options to be granted, the purpose of granting options to specified Eligible Participants with an explanation as to how the options serve such purpose, the information required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Notwithstanding the foregoing, the Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other share option schemes of our Company at any time shall not exceed 30% of the Shares in issue from time to time. No options shall be granted under any schemes of our Company (including the Share Option Scheme) if this will result in the 30% limit being exceeded. The maximum number of Shares in respect of which options may be granted shall be adjusted, in such manner as the auditors of our Company or an approved independent financial adviser shall certify to be appropriate, fair and reasonable in the event of any alteration in the capital structure of our Company in accordance with paragraph q below whether by way of consolidation, capitalisation issue, rights issue, sub-division or reduction of the share capital of our Company but in no event shall exceed the limit prescribed in this paragraph.

d. Maximum number of options to any one individual

The total number of Shares issued and which may fall to be issued upon exercise of the options granted under the Share Option Scheme and any other share option schemes of our Company (including both exercised and outstanding options) to each Eligible Participant in any 12-month period up to the date of grant shall not exceed 1% of the Shares in issue as at the date of grant. Any further grant of options in excess of this 1% limit shall be subject to:

- (i) the issue of a circular by our Company containing the identity of the Eligible Participant, the numbers of and terms of the options to be granted (and options previously granted to such participant) the information as required under Rules 17.02(2)(d) and the disclaimer required under 17.02(4) of the Listing Rules; and
- (ii) the approval of the Shareholders in general meeting and/or other requirements prescribed under the Listing Rules from time to time with such Eligible Participant and his close associates (as defined in the Listing Rules) (or his associates if that Eligible Participant is a core connected person) abstaining from voting. The numbers and terms (including the exercise price) of options to be granted to such participant must be fixed before the Shareholders' approval and the date of the Board meeting at which the Board proposes to grant the options to such Eligible Participant shall be taken as the date of grant for the purpose of calculating the subscription price of the Shares. The Board shall forward to such Eligible Participant an offer document in such form as the Board may from time to time determine.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

e. Price of Shares

The subscription price of a Share in respect of any particular option granted under the Share Option Scheme shall be such price as the Board in its absolute discretion shall determine, save that such price will not be less than the highest of:

- (i) the official closing price of the Shares as stated in the Stock Exchange's daily quotation sheets on the date of grant, which must be a day on which the Stock Exchange is open for the business of dealing in securities;
- (ii) the average of the official closing price of the Shares as stated in the Stock Exchange's daily quotation sheets for the five business days immediately preceding the date of grant; and
- (iii) the nominal value of a Share.

f. Granting options to connected persons

Any grant of options to a director, chief executive or substantial shareholder (as defined in the Listing Rules) of our Company or any of their respective associates (as defined in the Listing Rules) is required to be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Options). If the Board proposes to grant options to a substantial shareholder or any independent non-executive Director or their respective associates (as defined in the Listing Rules) which will result in the number of Shares issued and to be issued upon exercise of options granted and to be granted (including options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such grant:

- (i) representing in aggregate over 0.1% or such other percentage as may be from time to time provided under the Listing Rules of the Shares in issue; and
- (ii) having an aggregate value in excess of HK\$5 million or such other sum as may be from time to time provided under the Listing Rules, based on the official closing price of the Shares at the date of each grant, such further grant of options will be subject to the issue of a circular by our Company and the approval of the Shareholders in general meeting on a poll at which all connected persons (as defined in the Listing Rules) of our Company shall abstain from voting in favour and/or such other requirements prescribed under the Listing Rules from time to time. Unless provided otherwise in the Listing Rules, the date of the Board meeting at which the Board proposes to grant the proposed options to that Eligible Participant shall be taken as the date of such grant for the purpose of calculating the subscription price.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

The circular to be issued by our Company to the Shareholders pursuant to the above paragraph shall contain the following information:

- (i) the details of the number and terms (including the exercise price) of the options to be granted to each selected Eligible Participant which must be fixed before the Shareholders' meeting and the date of Board meeting at which the Board proposes to grant the proposed options to that Eligible Participant;
- (ii) a recommendation from the independent non-executive Directors (excluding any independent non-executive Director who is the relevant grantee) to the independent Shareholders as to voting;
- (iii) the information required under Rules 17.02(2)(c) and (d) and the disclaimer required under Rule 17.02(4) of the Listing Rules; and
- (iv) the information required under Rule 2.17 of the Listing Rules.

g. Restrictions on the times of grant of options

A grant of options may not be made after inside information has come to the knowledge of our Company until it has announced such inside information pursuant to the requirements of the Listing Rules and the Inside Information Provision of Part XIVA of the SFO. In particular, no options may be granted during the period commencing one month immediately preceding the earlier of:

- (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of our Company's annual, half-year, quarterly or other interim period results (whether or not required under the Listing Rules); and
- (ii) the deadline for our Company to publish an announcement of its annual or half-year, or quarterly or other interim period results (whether or not required under the Listing Rules)

and ending on the date of actual publication of the results announcement. Where the grant of options is to a Director, not with standing of the paragraph above, no options shall be granted to the Directors:

- (i) during the period of 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

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (ii) during the period of 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.

h. Rights are personal to grantee

An option is personal to the grantee and may be exercised or treated as exercised, as the case may be, in whole or in part. No grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any option or attempt so to do (save that the grantee may nominate a nominee in whose name the shares issued pursuant to the Share Option Scheme may be registered). Any breach of the foregoing shall entitle our Company to cancel any outstanding options or any part thereof granted to such grantee.

i. Time of exercise of option and duration of the Share Option Scheme

An option may be exercised in accordance with the terms of the Share Option Scheme at any time after the date upon which the option is deemed to be granted and accepted and prior to the expiry of 10 years from that date. The period during which an option may be exercised will be determined by the Board in its absolute discretion, save that no option may be exercised more than 10 years after it has been granted. No option may be granted more than 10 years after the date of approval of the Share Option Scheme. Subject to earlier termination by our Company in general meeting or by the Board, the Share Option Scheme shall be valid and effective for a period of 10 years from the date of its adoption. There is no minimum period for which an option must be held before it can be exercised.

j. Performance target

A grantee may be required to achieve any performance targets as the Board may then specify in the grant before any options granted under the Share Option Scheme can be exercised.

k. Rights on ceasing employment or death

If the grantee of an option ceases to be an employee of our Company or any of its subsidiaries:

- (i) by any reason other than on his death, ill-health, injury, disability or the termination of his relationship with the Company and/or any of its subsidiaries on one or more of the grounds specified in paragraph l, the grantee may exercise the option up to his entitlement at the date of cessation of being an employee (to the extent not already exercised) within the period of one month (or such longer period as the Board may determine) following the date of such cessation (which date shall be, in relation to a grantee who is an Eligible Participant by reason of

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

his employment with the Company or any of the subsidiaries, the last actual working day with the Company or the relevant subsidiary whether salary is paid in lieu of notice or not); or

- (ii) by reason of death, ill-health, injury or disability (all evidenced to the satisfaction of the Board) and none of the events which would be a ground for termination of his relationship with the Company and/or any of the subsidiaries under paragraph 1 has occurred, the grantee or the personal representative(s) of the grantee shall be entitled within a period of 12 months (or such longer period as the Board may determine) from the date of cessation of being an Eligible Participant or death to exercise the option in full (to the extent not already exercised).

l. Rights on dismissal

If the grantee of an option ceases to be an employee of our Company or any of its subsidiaries on the grounds that he has been guilty of serious misconduct, or in relation to an employee of our Group (if so determined by the Board) on any other ground on which an employee would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the grantee's service contract with our Group, or has been convicted of any criminal offence involving his integrity or honesty or he has become insolvent, bankrupt or has made arrangements with creditors, his option will lapse and not be exercisable after the date of termination of his employment.

m. Rights on takeover

If a general offer is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror (as defined in the Takeovers Codes)) and such offer becomes or is declared unconditional during the option period of the relevant option, the grantee of an option shall be entitled to exercise the option in full (to the extent not already exercised) at any time within 14 days after the date on which the offer becomes or is declared unconditional.

n. Rights on winding-up

In the event a notice is given by our Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall forthwith give notice thereof to all grantees and thereupon, each grantee (or in the case of the death of the grantee his personal representative(s)) shall be entitled to exercise all or any of his options (to the extent not already exercised) at any time not later than two business days prior to the proposed general meeting of our Company referred to above by giving notice in writing to our Company, accompanied by a remittance or payment for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given, whereupon our Company shall as soon as possible and, in any event, no later than the business day

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

immediately prior to the date of the proposed general meeting, allot the relevant Shares to the grantee credited as fully paid and register the grantee as holder thereof.

o. Rights on compromise or arrangement between our Company and its members or creditors

If a compromise or arrangement between our Company and its members or creditors is proposed for the purposes of a scheme for the reconstruction of our Company or its amalgamation with any other companies pursuant to the laws of jurisdictions in which our Company was incorporated, our Company shall give notice to all the grantees of the options on the same day as it gives notice of the meeting to its members or creditors summoning the meeting to consider such a compromise or arrangement and thereupon each grantee shall be entitled to exercise all or any of his options in whole or in part at any time prior to 12 noon (Hong Kong time) on the business day immediately preceding the date of the meeting directed to be convened by the relevant court for the purposes of considering such compromise or arrangement and if there are more than one meeting for such purpose, the date of the first meeting.

With effect from the date of such meeting, the rights of all grantees to exercise their respective options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all options shall, to the extent that they have not been exercised, lapse and determine. The Board shall endeavour to procure that the Shares issued as a result of the exercise of options in such circumstances shall for the purposes of such compromise or arrangement form part of the issued share capital of our Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement is not approved by the relevant court (whether upon the terms presented to the relevant court or upon any other terms as may be approved by such court), the rights of grantees to exercise their respective options shall with effect from the date of the making of the order by the relevant court be restored in full as if such compromise or arrangement had not been proposed by our Company and no claim shall lie against our Company or any of its officers for any loss or damage sustained by any grantee as a result of the aforesaid suspension.

p. Ranking of Shares

The Shares to be allotted upon the exercise of an option shall not carry voting, dividend or other rights until completion of the registration of the grantee (or such other person nominated by the grantee) as the holder thereof. Subject to the aforesaid, the Shares to be allotted upon the exercise of an options will rank *pari passu* in all respects and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation as attached to the other fully paid Shares in issue on the date of exercise.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

q. Effect of alterations to capital

In the event of any alteration in the capital structure of our Company whilst any option may become or remains exercisable, whether by way of capitalisation issue, rights issue, open offer (if there is a price dilutive element), consolidation, sub-division or reduction of share capital of our Company in accordance with applicable laws and regulatory requirements, such corresponding alterations (if any) shall be made in the number or nominal amount of Shares subject to any options so far as unexercised and/or the subscription price per Share of each outstanding option as the auditors of our Company or an independent financial adviser shall certify in writing to the Board to be in their/his opinion fair and reasonable in compliance with Rule 17.03(13) of the Listing Rules and the note thereto and the supplementary guidance issued by the Stock Exchange on 5 September 2005 and any future guidance and interpretation of the Listing Rules issued by the Stock Exchange from time to time.

Any such alterations will be made on the basis that a grantee shall have the same proportion of the issued share capital of our Company for which any grantee of an option is entitled to subscribe pursuant to options held by him before such alteration and the aggregate subscription price payable on full exercise of any option is to remain as nearly as possible the same (and in any event not greater than) as it was before such event. No such alteration will be made the effect of which would be to enable a Share to be issued at less than its nominal value. The issue of securities as consideration in a transaction is not to be regarded as a circumstance requiring any such alterations.

r. Expiry of option

An option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (i) the date of expiry of the option as may be determined by the Board;
- (ii) the expiry of any of the periods referred to in paragraphs k, l, m, n or o;
- (iii) the date on which the scheme of arrangement of our Company referred to in paragraph o becomes effective;
- (iv) subject to paragraph n, the date of commencement of the winding-up of our Company;
- (v) the date on which the grantee ceases to be an Eligible Participant by reason of such grantee's resignation from the employment of our Company or any of its subsidiaries or the termination of his or her employment or contract on any one or more of the grounds that he or she has been guilty of serious misconduct, or has been convicted of any criminal offence involving his or her integrity or honesty, or in relation to an employee of our Group (if so determined by the

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Board) or any other ground on which an employee would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the grantee's service contract with our Group. A resolution of the Board to the effect that the employment of a grantee has or has not been terminated on one or more of the grounds specified in this paragraph shall be conclusive; or

- (vi) the date on which the Board shall exercise our Company's right to cancel the option at any time after the grantee commits a breach of paragraph h above or the options are cancelled in accordance with paragraph below.

s. Alteration of the Share Option Scheme

The Share Option Scheme may be altered in any respect by resolution of the Board except that:

- (i) any alteration to the advantage of the grantees or Eligible Participants (as the case may be) in respect of matters contained in Rule 17.03 of the Listing Rules; and
- (ii) any material alteration to the terms and conditions of the Share Option Scheme or any change to the terms of options granted, shall first be approved by the Shareholders in general meeting provided that the amended terms of the Share Option Scheme shall still comply with Chapter 17 of the Listing Rules. If the proposed alteration shall adversely affect any option granted or agreed to be granted prior to the date of alteration, such alteration shall be further subject to the grantees' approval in accordance with the terms of the Share Option Scheme.

t. Cancellation of options

Subject to paragraph i above, any cancellation of options granted but not exercised must be approved by the grantees of the relevant options in writing.

u. Termination of the Share Option Scheme

Our Company may by resolution in general meeting or the Board at any time terminate the Share Option Scheme and in such event no further option shall be offered but the provisions of the Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any option granted prior thereto or otherwise as may be required in accordance with the provisions of the Share Option Scheme. Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the Share Option Scheme.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

v. Administration of the Board

The Share Option Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to the Share Option Scheme or its interpretation or effect (save as otherwise provided herein) shall be final and binding on all parties.

w. Condition of the Share Option Scheme

The Share Option Scheme is conditional on:

- (i) the Listing Committee of the Stock Exchange granting the [REDACTED] of and permission to deal in the Shares which may fall to be issued pursuant to the exercise of options to be granted under the Share Option Scheme;
- (ii) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional (including, if relevant, as result of the waiver of any such condition(s)) and not being terminated in accordance with the terms of the [REDACTED] or otherwise; and
- (iii) the commencement of dealings in Shares on the Stock Exchange.

x. Disclosure in annual and interim reports

Our Company will disclose details of the Share Option Scheme in its 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 Listing Rules in force from time to time.

y. Present status of the Share Option Scheme

As at the Latest Practicable Date, no option had been granted or agreed to be granted under the Share Option Scheme. Application has been made to the Listing Committee of the Stock Exchange for the [REDACTED] of and permission to deal in Shares which may fall to be issued pursuant to the exercise of the options to be granted under the Share Option Scheme.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

E. OTHER INFORMATION

1. Tax and other indemnities

Mr. Man, Mrs. Man, Mr. Ho and Hoi Lang (the “**Indemnifiers**”) have entered into the Deed of Indemnity with and in favour of our Company (for itself and as trustee for its subsidiaries) (being the material contract referred to in paragraph headed “B. Further information about our business – 1. Summary of material contracts” above) to provide indemnities on a joint and several basis, in respect of, among other matters:

- a. tax liabilities (including all fines, penalties, costs, charges, expenses and interests incidental or relating to taxation) which might be payable by any member of our Group in respect of any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into (or deemed to be so earned, accrued, received or entered in) or occurring on or before the [REDACTED], or as a consequence of any event which occurred on or before the [REDACTED] whether alone or in conjunction with any other circumstances whenever occurring and whether or not such tax liabilities are chargeable against or attributable to any other person, firm, company or corporation;
- b. any expenses, payments, sums, outgoings, fees, demands, claims, damages, losses, costs (including but not limited to legal and other professional costs), charges, liabilities, fines, penalties in connection with any failure, delay or defects of corporate or regulatory compliance or errors, discrepancies or missing documents in the statutory records of any member of our Group under, or any breach of any provision of, the Companies Ordinance, the Companies (WUMP) Ordinance or any other applicable laws, rules or regulations on or before the date on which the [REDACTED] becomes unconditional; and
- c. any claim to which any member of our Group may be subject and payable in respect of any disputes, arbitrations or legal proceedings occurring on or before the [REDACTED].

The Indemnifiers are under no liability under the Deed of Indemnity in respect of any taxation:

- (a) to the extent that provision or reserve has been made for such taxation in the audited accounts of any member of our Group for any accounting period up to 31 July 2018;
- (b) to the extent that such taxation or liability falling on any of the members of our Group in respect of any accounting period commencing on or after 1 August 2018 and ending on the [REDACTED], where such taxation or liability would not have arisen but for some act or omission of, or transaction voluntarily entered into by, any member of our Group (whether alone or in conjunction with

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

some other act, omission or transaction, whenever occurring) without the prior written consent or agreement of the Indemnifier, other than any such act, omission or transaction:

- i. carried out or effected in the ordinary course of business or in the ordinary course of acquiring and disposing of capital assets after 1 August 2018; and
 - ii. carried out, made or entered into pursuant to a legally binding commitment created on or before 31 July 2018 or pursuant to any statement of intention made in the document; or
- (c) to the extent that such taxation or liability is/are discharged by another person who is not a member of our Group and that none of the members of our Group is required to reimburse such person in respect of the discharge of such taxation or liability;
- (d) to the extent that such taxation liabilities or claim arise or are incurred as a consequence of any retrospective change in the law, rules and regulations or the interpretation or practice thereof by the Hong Kong Inland Revenue Department, or any other relevant authority (whether in Hong Kong or any other part of the world) coming into force after the date of the Deed of Indemnity or to the extent such claim arises or is increased by an increase in rates of taxation or claim after the date of the Deed of Indemnity with retrospective effect; or
- (e) to the extent that any provision or reserve made for taxation in the audited accounts of any member of our Group up to 31 July 2018 which is finally established to be an over-provision or an excessive reserve provided that the amount of any such provision or reserve applied referred to in this paragraph to reduce the Indemnifier’ liability in respect of taxation shall not be available in respect of any such liability arising thereafter.

Under the Deed of Indemnity, the Indemnifier has also undertaken to us that it will indemnify and at all times keeps us fully indemnified, on a joint and several basis, from any depletion in or reduction in value of its assets or any loss (including all legal costs and suspension of operation), cost, expenses, damages or other liabilities which any member of our Group may incur or suffer arising from or in connection with the implementation of the Reorganisation.

2. Litigation

Save as disclosed in the section headed “Business – Legal proceedings and claims” in this document, as at the Latest Practicable Date neither our Company nor any of our subsidiaries is engaged in any litigation or arbitration of material importance and no litigation or claim of material importance is known to our Directors to be pending or

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

threatened against any member of our Company or any of our subsidiaries, that would have a material adverse effect on the results of operations or financial condition of our Group.

3. Sole Sponsor

The Sole Sponsor has, on behalf of our Company, made an application to the Stock Exchange for the [REDACTED] of, and permission to deal in, our Shares in issue and to be issued as mentioned herein and any Shares which may be issued upon the exercise of any options which may be granted under the Share Option Scheme on the Stock Exchange. All necessary arrangements have been made to enable the securities to be admitted into CCASS.

The Sole Sponsor has confirmed to the Stock Exchange that it satisfies the independence test as stipulated under Rule 3A.07 of the Listing Rules.

The Sole Sponsor will also receive a fee of [REDACTED] to act as the sponsor to our Company in connection with the [REDACTED].

4. Preliminary expenses

The preliminary expenses incurred and paid by our Company were approximately HK\$67,000.

5. Promoter

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

6. Qualifications of experts

The following are the qualifications of the experts who have given opinions and/or whose names are included in this document:

Name	Qualifications
Grande Capital Limited	A licensed corporation under the SFO to engage in type 6 (advising on corporate finance) of the regulated activities under the SFO
HLB Hodgson Impey Cheng Limited	Certified Public Accountants
Conyers Dill & Pearman	Cayman Islands attorneys-at-law
Mr. Chan Chung	Barrister-at-law in Hong Kong
Ipsos Limited	Industry research consultant

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

7. Consents of experts

Each of the parties listed in the paragraph headed “Statutory and general information – E. Other information – 6. Qualifications of experts” in Appendix IV to this document has given and has not withdrawn its written consent to the issue of this document with the inclusion of its reports, letters or opinions (as the case may be) and the references to its names or summaries of opinions included herein in the form and context in which they respectively appear.

8. Binding effect

This document shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of sections 44A and 44B of the Companies (WUMP) Ordinance so far as applicable.

9. Taxation of holders of Shares

(a) Hong Kong

Dealings in Shares registered on our Company’s Hong Kong branch register of members will be subject to Hong Kong stamp duty. The sale, purchase and transfer of Shares are subject to Hong Kong stamp duty, the current rate of which is 0.2% of the consideration or, if higher, the value of our Shares being sold or transferred.

Profits from dealings in our Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax.

(b) Cayman Islands

No stamp duty is payable in the Cayman Islands on transfer of shares of Cayman Islands exempted companies except those which hold interests in land in the Cayman Islands.

(c) Consultation with professional advisors

Intending holders of our Shares are recommended to consult their professional advisors if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in our Shares. It is emphasised that none of our Company, our Directors or other parties involved in the [REDACTED] accepts responsibility for any tax effect on, or liabilities of holders of Shares resulting from their subscription for, purchase, holding or disposal of or dealing in Shares or exercising any rights attaching to them.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

10. Miscellaneous

- (a) Save as disclosed herein:
 - (i) within two years preceding the date of this document:
 - (aa) no share or loan capital of our Company or of any of our 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;
 - (bb) 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 our subsidiaries; and
 - (cc) no commission has been paid or payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure the subscriptions, for any shares in our Company or any of our subsidiaries;
 - (ii) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
 - (iii) our Company has no outstanding convertible debt securities; and
 - (iv) neither our Company nor any of its subsidiaries has issued or agreed to issue any founders shares, management shares, deferred shares or any debentures.
- (b) Our Directors confirm that save for the expenses in connection with the [REDACTED], up to the date of this document, there has been no material adverse change in the financial or trading position or prospects of our Group since 31 July 2018 (being the date to which the latest combined financial statements of our Group were made up).
- (c) There has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this document.

11. Bilingual document

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

12. Others

The English text of the document shall prevail over the Chinese text.