

## A. FURTHER INFORMATION ABOUT OUR GROUP

### 1. Incorporation of Our Company

We were incorporated in the Cayman Islands under the Cayman Companies Act as an exempted company with limited liability on May 13, 2020. We have established a principal place of business in 3401A, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong and was registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on July 22, 2020 under Part 16 of the Companies Ordinance. Mr. ZHAO Hong and Ms. PAN Rongrong have been appointed as our authorized representatives for the acceptance of service of process and notices on behalf in Hong Kong.

As we were incorporated in the Cayman Islands, our operations are subject to the Cayman Companies Act and to our constitution comprising our Memorandum and the Articles of Association. A summary of certain provisions of our constitution and relevant aspects of the Cayman Companies Act is set out in Appendix IV to this prospectus.

### 2. Changes in Our Share Capital

As of the date of incorporation of our Company, our authorized share capital was USD50,000 divided into 1,000,000,000 Shares of a par value of USD0.00005 each.

The following sets out the changes in our Company's share capital from the incorporation of the Company to the date of the issue of this prospectus.

- (a) On May 13, 2020, our Company issued one Share with a par value of USD0.00005 to Mapcal Limited, which was subsequently transferred to GL GLEE Investment Limited on the same day;
- (b) On June 24, 2020, our Company issued and allotted an aggregate of 543,135,510 Shares to the following persons:

<u>Name</u>	<u>Number of Shares Allotted</u>	<u>Number of Shares Held</u>	<u>Consideration paid</u>
GL Trade Investment L.P. ....	104,968,370	104,968,370	USD5,248.4185
GL Glee Investment Limited ....	90,135,690	90,135,689	USD4,506.7845
Ocean Falcon Limited ....	84,523,130	84,523,130	USD4,226.1565
Avengers Limited ....	106,536,790	106,536,790	USD5,326.8395
Ascendent Silver (Cayman) Limited ....	103,497,710	103,497,710	USD5,174.8855
Boying Investments Limited ....	53,473,820	53,473,820	USD2,673.6910

- (c) On August 7, 2020, our Company issued and allotted 11,979,690 Shares and 84,600 Shares to Convergence International Holdings Ltd. ("**Convergence**") and Corto Co., Ltd. ("**Corto**") at the consideration of approximately USD3,630,800 and USD26,636, respectively;
- (d) On February 10, 2021, our Company issued and allotted 6,689,963 Shares to Maples Trustee Services (Cayman) Limited with a par value of USD0.00005. On February 11, 2021, such number of Shares were directed to SCLN ESOP Management Limited for the purpose of holding Shares under the Post-IPO RSU Plan.

Save as disclosed above and as mentioned in the paragraph headed “— 4. Resolutions of our Shareholders” below, there has been no alteration in our share capital within the two years immediately preceding the date of this prospectus.

### 3. Changes in the Share Capital of Our Subsidiaries

Our subsidiaries are set out in the Accountant’s Report in Appendix I to this prospectus.

The following subsidiaries have been incorporated within two years immediately preceding the date of this prospectus:

<u>Name of Subsidiary</u>	<u>Place of Incorporation</u>	<u>Date of Incorporation</u>
Suzhou SciClone Pharmaceuticals Research and Development Co., Ltd. (蘇州蘇生醫藥研發有限公司)	PRC	April 2, 2020
SciClone Supply Chain Management (Shanghai) Co., Ltd. (賽生供應鏈管理(上海)有限公司)	PRC	July 8, 2020
SciClone Pharmaceuticals Pty Ltd	Australia	April 29, 2019

There has been no alteration in the share capital of our subsidiaries within two years immediately preceding the date of this prospectus.

### 4. Resolutions of Our Shareholders

Pursuant to a shareholders’ resolution of our Company dated January 22, 2021,

- (a) the Memorandum and Articles of Association were approved and adopted conditional upon Listing;
- (b) conditional upon all the conditions set out in “The Structure the Global Offering — Conditions of the Global Offering” in this prospectus being fulfilled:
  - (i) the Global Offering, the Over-allotment Option and the Listing were approved and the Board (or any committee thereof established by the Board pursuant to the Articles) was authorized to make or effect such modifications as it thinks fit;
  - (ii) the Board (or any committee thereof established by the Board pursuant to the Articles) was authorized to allot, issue and approve the transfer of such number of Shares in connection with the Global Offering; and
  - (iii) the Board (or any committee thereof established by the Board pursuant to the Articles) was authorized to agree to the Offer Price per Offer Share with the Joint Representatives;

- (c) a general unconditional mandate was given to our Directors to exercise all the powers of our Company to allot, issue and deal with Shares or securities convertible into Shares and to make or grant offers or agreements or options (including any warrants, bonds, notes and debentures conferring any rights to subscribe for or otherwise receive Shares) which might require Shares to be allotted, issued or dealt with, otherwise than pursuant to the Global Offering, a right issue or pursuant to the exercise of any subscription rights attaching to any warrants which may be allotted and issued by our Company from time to time on a specific authority granted by our Shareholders in general meeting, pursuant to any scrip dividend scheme or similar arrangement providing for the allotment of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles or, pursuant to the allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles, in the amount not exceeding 20% of the aggregate nominal value of our Shares in issue immediately following completion of the Global Offering, such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required to be held by the Articles or any applicable laws, or until revoked or varied by an ordinary resolution of Shareholders in general meeting, whichever is the earliest;
- (d) a general unconditional mandate was given to the Directors authorizing them to exercise all the powers of our Company to repurchase its own Shares on the Hong Kong Stock Exchange or on any other approved stock exchange on which the securities of our Company may be listed and which is recognized by the SFC and the Hong Kong Stock Exchange for this purpose, such number of Shares will represent up to 10% of the aggregate nominal value of our Shares in issue immediately following the completion of the Global Offering, such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required to be held by the Articles or any applicable laws, or until revoked or varied by an ordinary resolution of Shareholders in general meeting, whichever occurs first;
- (e) the general mandate mentioned in paragraph (c) above be extended by the addition to the aggregate nominal value of the share capital of our Company which may be allotted, or agreed conditionally or unconditionally to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the share capital of our Company repurchased by our Company pursuant to the mandate to purchase shares referred to in paragraph (d) above; and
- (f) the Post-IPO Option Plan and Post-IPO RSU Plan was approved and adopted and our Directors were authorized to grant rights to the eligible participants pursuant to the rules of the Post-IPO Option Plan and Post-IPO RSU Plan, respectively.

## 5. Corporate Reorganization

The companies comprising our Group underwent the Corporate Reorganization in preparation for the listing of our Shares on the Hong Kong Stock Exchange. See “History, Reorganization and Corporate Structure.”

## 6. Particulars of our Subsidiaries

Particulars of our subsidiaries are set out in Note 1 of Section II to the Accountant's Report in Appendix I to this prospectus.

## 7. Repurchase of our own securities

### (a) *Provisions of the Listing Rules*

The Listing Rules permit companies with a primary listing on the Hong Kong Stock Exchange to buy back their securities on the Hong Kong Stock Exchange subject to certain restrictions, the more important of which are summarized below:

#### (i) Shareholders' approval

All proposed purchases of Shares (which must be fully paid up) by a company with a primary listing on the Hong Kong Stock Exchange must be approved in advance by an ordinary resolution of the shareholders in general meeting, either by way of general mandate or by specific approval of a particular transaction.

Pursuant to a resolution passed by our Shareholders on January 22, 2021, a general unconditional mandate (the "**Buy-back Mandate**") was given to the Directors authorizing any purchase by us of Shares on the Hong Kong Stock Exchange or on any other approved stock exchange on which the securities may be listed and which is recognized by the SFC and the Hong Kong Stock Exchange for this purpose, of not more than 10% of the aggregate nominal value of our Shares in issue immediately following the completion of the Global Offering, such mandate to expire at the conclusion of our next annual general meeting, the date by which our next annual general meeting is required by our Articles of Association or any other applicable laws to be held or when revoked or varied by an ordinary resolution of Shareholders in general meeting, whichever first occurs.

#### (ii) Source of funds

Purchases must be funded out of funds legally available for such purpose in accordance with the Articles of Association and the laws of the Cayman Islands. A listed company may not buy back its own securities on the Hong Kong Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Hong Kong Stock Exchange from time to time. Under the Cayman Companies Act, the par value of any Shares bought back by us may be provided for out of our profits or out of the proceeds of a fresh issue of Shares made for the purpose of the purchase or, if so authorized by the Articles of Association and subject to the provisions of the Cayman Companies Act, out of capital. Any premium payable on a purchase over the par value of our Shares to be bought back must be provided for out of our profits or from sums standing to the credit of our share premium account or, if authorized by the Articles of Association and subject to the provisions of the Cayman Companies Act, out of capital.

## (iii) Trading restrictions

The total number of Shares which we may buy back is up to 10% of the total number of our Shares in issue immediately after the completion of the Global Offering (but not taking into account any Shares which may be issued pursuant to the exercise of the Over-allotment Option). We may not issue or announce a proposed issue of Shares for a period of 30 days immediately following a purchase of Shares, without the prior approval of the Hong Kong Stock Exchange. We are also prohibited from repurchasing Shares on the Hong Kong Stock Exchange if the purchase would result in the number of listed Shares which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Hong Kong Stock Exchange. We are required to procure that the broker appointed by us to effect a purchase of Shares discloses to the Hong Kong Stock Exchange such information with respect to the purchase as the Hong Kong Stock Exchange may require. As required by the prevailing requirements of the Listing Rules, an issuer shall not purchase its shares on the Hong Kong Stock Exchange if the purchase price is higher by 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Hong Kong Stock Exchange.

## (iv) Status of bought-back Shares

All bought-back Shares (whether effected on the Hong Kong Stock Exchange or otherwise) will be automatically delisted and the certificates for those Shares must be canceled and destroyed. Under the Articles and as permitted under the Cayman Companies Act, the Shares we bought back shall be treated as canceled and the amount of the company's issued share capital shall be reduced by the aggregate par value of the bought back shares accordingly although the authorized share capital of the company will not be reduced.

## (v) Suspension of buy back

Pursuant to the Listing Rules, we may not make any purchases of Shares after inside information has come to our knowledge until the information is made publicly available. In particular, under the requirements of the Listing Rules in force as of the date hereof, during the period of one month immediately preceding the earlier of:

- (i) the date of the Board meeting (as such date is first notified to the Hong Kong Stock Exchange in accordance with the Listing Rules) for the approval of our results for any year, half year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (ii) the deadline for us to publish an announcement of our results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and in each case ending on the date of the results announcement, we may not buy back Shares on the Hong Kong Stock Exchange unless the circumstances are exceptional.

(vi) Procedural and reporting requirements

As required by the Listing Rules, purchases of Shares on the Hong Kong Stock Exchange or otherwise must be reported to the Hong Kong Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the Hong Kong Stock Exchange business day following any day on which we may make a purchase of Shares. The report must state the total number of Shares purchased the previous day, the purchase price per Share or the highest and lowest prices paid for such purchases. In addition, our annual report is required to disclose details regarding purchases of Shares made during the year, including a monthly analysis of the number of shares bought-back, the purchase price per Share or the highest and lowest price paid for all such purchases, where relevant, and the aggregate prices paid.

(vii) Connected parties

A company is prohibited from knowingly repurchasing securities on the Hong Kong Stock Exchange from a connected person (as defined in the Listing Rules) and a connected person shall not knowingly sell its securities to the company on the Hong Kong Stock Exchange.

**(b) *Reasons for purchases***

The Directors believe that it is in the best interests of us and Shareholders for the Directors to have general authority from our Shareholders to enable the Directors to buy back Shares in the market. Such purchases 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 where the Directors believe that such purchases will benefit us and our Shareholders.

**(c) *Funding of purchases***

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

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

The exercise in full of the Buy-back Mandate, on the basis of 677,874,263 Shares in issue immediately following the completion of the Global Offering (but not taking into account any Shares

which may be issued pursuant to the exercise of the Over-allotment Option) could accordingly result in 67,787,426 Shares being bought back by us during the period prior to (1) the conclusion of our next annual general meeting; (2) the expiration of the period within which we are required by any applicable law or our Articles to hold our next annual general meeting; or (3) the revocation or variation of the purchase mandate by an ordinary resolution of our Shareholders in general meeting, whichever occurs first (the “**Relevant Period**”).

*(d) General*

None of the Directors or, to the best of their knowledge having made all reasonable enquiries, any of their associates currently intends to sell any Shares to us or our subsidiaries.

The Directors have undertaken to the Hong Kong Stock Exchange that, so far as the same may be applicable, they will exercise the Buy-back Mandate in accordance with the Listing Rules and the applicable laws and regulations of the Cayman Islands. We have not bought back any Shares since our incorporation.

If, as a result of any purchase of Shares, a shareholder’s proportionate interest in our voting rights is increased, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a shareholder or a group of shareholders acting in concert could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with rule 26 of the Takeovers Code. Save as aforesaid, the Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any purchases pursuant to the Buy-back Mandate. Any purchase of Shares which results in the number of Shares held by the public being reduced to less than 25% of our Shares than in issue could only be implemented with the approval of the Hong Kong Stock Exchange to waive the Listing Rules requirements regarding the public shareholding referred to above. It is believed that a waiver of this provision would not normally be given other than in exceptional circumstances.

No connected person has notified us that he or she has a present intention to sell Shares to us, or has undertaken not to do so, if the Buy-back Mandate is exercised.

## **B. FURTHER INFORMATION ABOUT OUR BUSINESS**

### **1. Summary of Material Contracts**

We have entered into the following contracts (not being contracts entered into in the ordinary course of business) within the two years preceding the date of this prospectus that are or may be material:

- (a) the investment agreement entered into on April 3, 2020, among Beijing Convergence Management Consulting LLP (Limited Partnership) (北京諾盛衡康管理諮詢合夥企業(有限合夥)), SciClone Pharmaceuticals (Holdings) Limited, GL Trade Investment L.P. and GL Glee Investment Limited, pursuant to which Beijing Convergence Management

Consulting LLP (Limited Partnership) agreed to pay SciClone Pharmaceuticals (Holdings) Limited the consideration of USD3,630,800 to subscribe 11,979,690 Shares, and SciClone Pharmaceuticals (Holdings) Limited agreed to sell and issue 11,979,690 Shares to Beijing Convergence Management Consulting LLP (Limited Partnership);

- (b) the investment agreement entered into on December 1, 2019, among ZANG YING QIN, SciClone Pharmaceuticals (Holdings) Limited, GL Trade Investment L.P. and GL Glee Investment Limited, pursuant to which ZANG YING QIN agreed to pay SciClone Pharmaceuticals (Holdings) Limited the consideration of USD26,636 to subscribe 84,600 Shares through Corto Co., Ltd., and SciClone Pharmaceuticals (Holdings) Limited agreed to sell and issue 84,600 Shares to Corto Co., Ltd.;
- (c) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, Shanghai Pharmaceutical Lin-gang Special Area Co.,Ltd. (上藥國際供應鏈有限公司) and China International Capital Corporation Hong Kong Securities Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;
- (d) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, Dagan International Limited and China International Capital Corporation Hong Kong Securities Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;
- (e) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, IDG Capital Investment 2020 Limited and China International Capital Corporation Hong Kong Securities Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;
- (f) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, Huang Zhanxiong (黃展雄) and China International Capital Corporation Hong Kong Securities Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;
- (g) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, China Post & Capital Global Asset Management Ltd (中郵創業國際資產管理有限公司), Morgan Stanley Asia Limited, China International Capital Corporation Hong Kong Securities Limited, Credit Suisse (Hong Kong) Limited and Nomura International (Hong Kong) Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;
- (h) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, Dazhong (Hong Kong) International Corporation Limited (大眾(香港)國際有限公司), Morgan Stanley Asia Limited, China International Capital Corporation Hong Kong Securities Limited, Credit Suisse (Hong Kong) Limited and Nomura International (Hong Kong) Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;
- (i) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, Bradbury Global Opportunity Fund SP,



Morgan Stanley Asia Limited, China International Capital Corporation Hong Kong Securities Limited, Credit Suisse (Hong Kong) Limited, Nomura International (Hong Kong) Limited and BOCI Asia Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;

- (j) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, Fortune Bright Investment Limited (祥輝投資有限公司), Morgan Stanley Asia Limited, China International Capital Corporation Hong Kong Securities Limited, Credit Suisse (Hong Kong) Limited, Nomura International (Hong Kong) Limited and BOCI Asia Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;
- (k) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, Taiping Assets Management (HK) Company Limited (太平資產管理(香港)有限公司), Morgan Stanley Asia Limited, China International Capital Corporation Hong Kong Securities Limited, Credit Suisse (Hong Kong) Limited, Nomura International (Hong Kong) Limited and ABCI Capital Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;
- (l) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, JMC Capital HK Limited (富喬鑫資本(香港)有限公司), Morgan Stanley Asia Limited, China International Capital Corporation Hong Kong Securities Limited, Credit Suisse (Hong Kong) Limited and Nomura International (Hong Kong) Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus;
- (m) the cornerstone investment agreement dated February 17, 2021 entered into among SciClone Pharmaceuticals (Holdings) Limited, Ding Asset Ltd, Morgan Stanley Asia Limited, China International Capital Corporation Hong Kong Securities Limited, Credit Suisse (Hong Kong) Limited and Nomura International (Hong Kong) Limited, details of which are included in the section headed “Cornerstone Investors” in this prospectus; and
- (n) the Hong Kong Underwriting Agreement.

## 2. Intellectual Property Rights of our Group




As of the Latest Practicable Date, we have registered the following intellectual property rights which, in the opinion of our Directors, are material to our business.

## (a) Trademarks

## (i) Registered Trademarks

As of the Latest Practicable Date, we have registered the following trademarks which we consider to be or may be material to the business of our Group:

No	Trademark	Place of Registration	Registered Owner	Class	Registration Number	Expiry Date (dd/mm/yyyy)
1		China	SPIL	5	757876	27/7/2025
2		China	SPIL	5	944610	13/2/2027
3		China	SPIL	5	757875	27/7/2025
4		China	SPIL	5	757877	27/7/2025
5		China	SPIL	5	904614	27/11/2026
6		China	SciClone China	5	737818B	25/5/2030
7		Indonesia	SPIL	5	IDM000620344	5/1/2027
8		Indonesia	SPIL	5	IDM000164817	29/9/2028
9		Indonesia	SPIL	5	IDM000164818	29/9/2028
10		South Korea	SPIL	5	4002753120000	27/9/2023
11		South Korea	SPIL	5	4003752590000	22/9/2027
12		South Korea	SPIL	5	4002753110000	27/9/2023

No	Trademark	Place of Registration	Registered Owner	Class	Registration Number	Expiry Date (dd/mm/yyyy)
13		Italy	SPIL	5	0001564840	3/11/2023
14	ZADAXIN (text)	Italy	SPIL	5	0001564842	3/11/2023
15	SCICLONE (text)	Italy	SPIL	5	0001564843	3/11/2023
16		Singapore	SPIL	5	T9603560C	12/4/2026
17	ZADAXIN	Singapore	SPIL	5	T9208734Z	10/7/2022
18		Singapore	SPIL	5	T9205742D	18/6/2022
19		Taiwan	SPIL	5	02061708	31/5/2030
20	ZADAXIN	Taiwan	SPIL	5	02058504	15/5/2030
21		Taiwan	SPIL	5	00752366	15/3/2027
22	日達 Zadaxin	Taiwan	SPIL	1	00597478	15/5/2023
23		Taiwan	SPIL	1	00602498	15/5/2023
24	日達仙	Hong Kong	SPIL	5	305090959	21/10/2029
25		Hong Kong	SPIL	5	199704460	13/4/2023
26	ZADAXIN	Hong Kong	SPIL	5	199403960	10/7/2023
27		Hong Kong	SPIL	5	199510166	18/6/2023
28	賽 生	Hong Kong	SPIL	5	199508858	13/8/2024

No	Trademark	Place of Registration	Registered Owner	Class	Registration Number	Expiry Date (dd/mm/yyyy)
29	<b>SCICLONE</b>	Hong Kong	SPIL	5	199501911	19/5/2023
30		Australia	SPIL	5	582706	17/7/2029
31	<b>SCICLONE</b> (text)	Australia	SPIL	5	582707	17/7/2029
32	<b>ZADAXIN</b> (text)	Australia	SPIL	5	590485	16/11/2029
33		Australia	SPIL	5	706055	9/4/2026
34	<b>ZADAXIN</b> (text)	Cambodia	SPIL	5	11646	26/3/2029
35		Philippines	SPIL	5	5635	29/9/2027
36	<b>EOTRIZ</b> (text)	Switzerland	SPIL	5	720219	22/8/2028
37	<b>XEPADO</b> (text)	Switzerland	SPIL	5	698787	7/2/2027
38	<b>ZOMETTA</b>	China	SciClone China	5	686355B	26/1/2028
39		Thailand	SPIL	5	Kor60061	2/5/2026
40	<b>ZADAXIN</b>	Thailand	SPIL	5	Kor59781	3/12/2022
41		Thailand	SPIL	5	Kor13587	20/10/2022
42		China	SciClone China	5	1745414	13/4/2022

(ii) *Trademarks Licensed from SciClone US under the IP License Agreement*

As of the Latest Practicable Date, we were licensed to use the following trademarks which we consider to be or may be material to the business of our Group:

No	Trademark	Place of Registration	Registered Owner	Class	Registration Number	Expiry Date (dd/mm/yyyy)
1		Argentina	SciClone US	5	3667858	27/12/2027
2	ZADAXIN (text)	Argentina	SciClone US	5	3706747	27/6/2028
3		Argentina	SciClone US	5	3705539	3/6/2028
4		Vietnam	SciClone US	5	4-0033652-000	17/10/2028
5	ZADAXIN Gia-Đa-Xin	Vietnam	SciClone US	5	4-0059881-000	19/08/2029
6		Vietnam	SciClone US	5	4-0033651-000	17/10/2028
7	安捷方 (text)	China	SciClone US	5	10481372	6/4/2023

(b) *Copyrights*

As of the Latest Practicable Date, we do not have copyrights which we consider to be or may be material to the business of our Group.

*(c) Patents**(i) Registered patents*

As of the Latest Practicable Date, we have registered the following patents which we consider to be or may be material to the business of our Group:

<u>No</u>	<u>Patent Name</u>	<u>Patentee</u>	<u>Place of Registration</u>	<u>Patent Number</u>	<u>Application Date (dd/mm/yyyy)</u>	<u>Expiry Date (dd/mm/yyyy)</u>
1	Thymosin Alpha 1 Peptide/ Polymer Conjugates	SPIL	China	ZL 02821872.8	01/11/2002	01/11/2022
2	Use of Thymosin Alpha 1 in The Preparation of Pharmaceutical Composition for Treating or Preventing an Aspergillus Infection in A Mammal	SPIL	China	ZL 200480008490.4	29/03/2004	29/03/2024
3	Alpha Thymosin Peptides as Cancer Vaccine Adjuvants	SPIL	China	ZL200580041799.8	06/12/2005	06/12/2025
4	Use of Thymosin Alpha 1 in The Preparation of Pharmaceutical Composition for Reducing Side Effects of Chemotherapy in Cancer Patients	SPIL	China	ZL 01808907.0	19/04/2001	19/04/2021
5	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	China	ZL201080030714.7	10/05/2010	10/05/2030
6	Treatment of Hepatitis c with Thymosin and Peptide Combination Therapy	SPIL	U.S.	7208167	7/2/2003	7/11/2021
7	Thymosin Alpha 1 Peptide/ Polymer Conjugates	SPIL	U.S.	7297676	1/11/2002	1/11/2022
8	Treatment of Aspergillus Infections with Alpha Thymosin Peptides	SPIL	U.S.	8207294	29/3/2004	12/1/2027
9	Treatment of Aspergillus Infections with Alpha Thymosin Peptides	SPIL	U.S.	8389680	29/5/2012	29/3/2024
10	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	U.S.	8716012	10/5/2010	20/12/2031
11	Use of Thymosin Alpha 1 for Preparing a Medicament for the Treatment of Stage IV Malignant Melanoma	SPIL	U.S.	8017129	12/4/2007	15/6/2026

<b>No</b>	<b>Patent Name</b>	<b>Patentee</b>	<b>Place of Registration</b>	<b>Patent Number</b>	<b>Application Date (dd/mm/yyyy)</b>	<b>Expiry Date (dd/mm/yyyy)</b>
12	Treatment of Cancer with Immune Stimulators	SPIL	U.S.	9724395	21/10/2015	21/10/2035
13	Thymosin Alpha 1 for Use in Treatment of Cystic Fibrosis	SPIL	U.S.	10478474	4/2/2016	4/2/2036
14	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL and The First Affiliated Hospital, Sun Yat-sen University (“the First Affiliated Hospital”)	United Kingdom	2841088	29/3/2013	28/3/2033
15	Treatment of Aspergillus Infections with Thymosin Alpha 1	SPIL	United Kingdom	1613340	29/3/2004	29/3/2024
16	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	United Kingdom	2427213	10/5/2010	10/5/2030
17	Treatment of Cancer with Immune Stimulators	SPIL	Taiwan	I683667	21/10/2015	21/10/2035
18	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL and the First Affiliated Hospital	Switzerland	2841088	28/03/2013	28/03/2033
19	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	Switzerland	2427213	10/5/2010	10/5/2030
20	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	Netherlands	2427213	10/5/2010	10/5/2030
21	Thymosin Alpha 1 for Use in Treatment of Cystic Fibrosis	SPIL	Russian Federation	2724932	4/2/2016	4/2/2036
22	Treatment of Aspergillus Infections with Thymosin Alpha 1	SPIL	Japan	4629033	29/3/2004	29/3/2024
23	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	Italy	2427213	10/05/2010	10/05/2030
24	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL and the First Affiliated Hospital	Italy	2841088	28/03/2013	28/03/2033
25	Thymosin Alpha 1 for Use in Treatment and Prevention of inflammation in Cystic Fibrosis	SPIL	Italy	1428562	9/2/2015	9/2/2035
26	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL and the First Affiliated Hospital	Germany	2841088	28/3/2013	28/3/2033

No	Patent Name	Patentee	Place of Registration	Patent Number	Application Date (dd/mm/yyyy)	Expiry Date (dd/mm/yyyy)
27	Treatment of Aspergillus Infections with Thymosin Alpha 1	SPIL	Germany	1613340	28/3/2004	28/3/2024
28	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	Germany	2427213	10/5/2010	10/5/2030
29	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL and the First Affiliated Hospital	France	2841088	28/03/2013	28/03/2033
30	Treatment of Aspergillus Infections with Thymosin Alpha 1	SPIL	France	1613340	29/3/2004	29/3/2024
31	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	France	2427213	10/5/2010	10/5/2030
32	Treatment of Aspergillus Infections with Thymosin Alpha 1	SPIL	Canada	2520400	29/3/2004	29/3/2024
33	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	Belgium	2427213	10/5/2010	10/5/2030
34	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	Hong Kong	HK1170669	10/05/2010	10/05/2030
35	Treatment of Cancer with Immune Stimulators	SPIL	South Africa	ZA201702111B	27/03/2017	27/03/2037
36	Alpha Thymosin Peptides as Vaccine Enhancers	SPIL	Spain	2427213	10/05/2010	10/05/2030
37	Treatment of Aspergillus Infections with Thymosin Alpha 1	SPIL	Italy	1613340	29/03/2004	29/03/2024
38	Thymosin Alpha 1 for Use in Treatment of Cystic Fibrosis	SPIL	European Patent Office	EP3256150	09/12/2020	04/02/2036
39	Treatment of Cancer with Immune Stimulators	SPIL	Japan	JP6821560	08/01/2021	21/10/2035

(ii) *Patent applications pending*

As of the Latest Practicable Date, we have applied for the registration of the following patents which we consider to be or may be material to the business of our Group:

No	Patent Name	Applicant	Place of Application	Application Date	Application Number
1	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL	U.S.	22/5/2020	16/881314
2	Treatment of Cancer with Immune Stimulators	SPIL	U.S.	7/1/2020	16/736211



No	Patent Name	Applicant	Place of Application	Application Date	Application Number
3	Thymosin Alpha 1 for Use in Treatment of Cystic Fibrosis	SPIL	U.S.	4/10/2019	16/593226
4	Treatment of Cancer with Immune Stimulators	SPIL	Taiwan	21/10/2015	108147603
5	Treatment of Cancer with Immune Stimulators	SPIL	Singapore	21/10/2015	11201702558V
6	Thymosin Alpha 1 for Use in Treatment of Cystic Fibrosis	SPIL	Russian Federation	4/2/2016	2020106652
7	Treatment of Cancer with Immune Stimulators	SPIL	New Zealand	21/10/2015	730409
8	A combination of Alpha Thymus and PD-1 Inhibitor is Beneficial in the Treatment of Cancer	SPIL	Israel	21/10/2015	251761
9	Treatment of Cancer with Immune Stimulators	SPIL	Hong Kong	21/10/2015	17110056.1
10	Treatment of Cancer with Immune Stimulators	SPIL	Hong Kong	21/10/2015	17110544.1
11	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL and the First Affiliated Hospital	Hong Kong	28/03/2013	15108037.1
12	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL and the First Affiliated Hospital	Hong Kong	28/03/2013	18106506.4
13	Treatment of Cancer with Immune Stimulators	SPIL	European Patent Office	21/10/2015	15852092.4
14	Treatment of Cancer with Immune Stimulators	SPIL	China	21/10/2015	201580057457.9
15	Thymosin Alpha 1 for Use in Treatment of Cystic Fibrosis	SPIL	China	4/2/2016	201680009244.3
16	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL and the First Affiliated Hospital	Canada	28/3/2013	2866435
17	Treatment of Cancer with Immune Stimulators	SPIL	Canada	21/10/2015	2962451
18	Thymosin Alpha 1 for Use in Treatment of Cystic Fibrosis	SPIL	Canada	4/2/2016	2976062
19	Treatment of Cancer with Immune Stimulators	SPIL	Australia	21/10/2015	2015335979
20	Thymosin Alpha 1 for Use in Treatment of Cystic Fibrosis	SPIL	Australia	4/2/2016	2016217473
21	Use of Thymosin Alpha for The Treatment of Sepsis	SPIL and the First Affiliated Hospital	China	28/03/2013	201710735183.5

*(iii) Patents Licensed from SciClone US under the IP License Agreement*

As of the Latest Practicable Date, we were licensed to use the following patents which we consider to be or may be material to the business of our Group:

<b>No</b>	<b>Patent Name</b>	<b>Patentee</b>	<b>Place of Registration</b>	<b>Application/Registration Number</b>	<b>Application Date (dd/mm/yyyy)</b>	<b>Expiry Date (dd/mm/yyyy)</b>
1	Treatment of Cancer with Immune Stimulators	SciClone US	Russian Federation	Application No. 2017117194	21/10/2015	N/A
2	Use of Thymosin Alpha for The Treatment of Sepsis	SciClone US and the First Affiliated Hospital	Japan	Application No. 2019-120721	28/03/2013	N/A
3	Alpha Thymosin Peptides as Vaccine Enhancers	SciClone US	Japan	Registration No. 5766894	10/05/2010	10/05/2030
4	Treatment of Cancer with Immune Stimulators	SciClone US	Brazil	Application No. BR112017007817-1	21/10/2015	N/A
5	Treatment of Cancer with Immune Stimulators	SciClone US	South Korea	Application No. 10-2017-7011825	21/10/2015	N/A
6	Treatment of Cancer with Immune Stimulators	SciClone US	Mexico	Application No. MX/A/2017/005134	21/10/2015	N/A

*(d) Domain Names*

As of the Latest Practicable Date, we have registered or have been licensed the following domain names which we consider to be or may be material to the business of our Group:

<b>No</b>	<b>Domain Name</b>	<b>Registered Owner</b>	<b>Date of Registration (dd/mm/yyyy)</b>	<b>Expiry Date (dd/mm/yyyy)</b>
1	sciclone.com	Company	08/09/1997	07/09/2022
2	zometa.cn	SciClone China	17/03/2003	17/03/2022
3	zometa.com.cn	SciClone China	24/01/2002	24/01/2023
4	sciclone.online	SciClone China	09/06/2017	10/06/2022
5	scine-learning.com	SciClone China	28/02/2012	28/02/2024
6	sciclonecloud.com	SciClone Jiangsu	09/04/2018	09/04/2023

## C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

### 1. Disclosure of Interests

#### (a) *Interests and short positions of the Directors and the chief executive of our Company in the shares, underlying shares and debentures of our Company and its associated corporations*

Immediately following the completion of the Global Offering (without taking into account our Shares to be issued upon the exercise of the Over-allotment Option or under the Share Plans), the interests or short positions of our Directors or chief executives in the shares, underlying shares and debentures of our Company or its associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to us and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO) or which will be required, under Section 352 of the SFO, to be entered in the register referred to in that section, or which will be required, under the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules (“**Model Code**”), once our Shares are listed will be as follows:

#### *Interest in Shares or Underlying Shares of our Company*

Name of Director/ Chief Executive	Nature of interest	Number of Shares or underlying Shares	Approximate percentage of interest in our Company immediately after the Global Offering <sup>(1)</sup>
Mr. Li Zhenfu	Interest in controlled corporation <sup>(2)</sup>	195,104,060	28.78%
Mr. Zhao Hong	Interest in controlled corporation <sup>(3)</sup>	11,979,690	1.77%
	Beneficial owner <sup>(4)</sup>	11,256,210	1.66%

*Note:*

- (1) calculated based on 677,874,263 Share in issue immediately after the Global Offering assuming the Over-allotment Option is not exercised.
- (2) GL Trade Investment L.P. held 104,968,370 Shares, whose general partner was GL Capital Management GP II B.C. I Ltd., a company incorporated in Canada which was wholly owned by GL Capital Management Ltd. GL Capital Management Ltd was held by GL Partners Capital Management Ltd as to 51% and Lion River I N.V. as to 49%. Lion River I N.V. was wholly owned by Assicurazioni Generali S.p.A, a company listed on Italian Stock Exchange. As GL Partners Capital Management Ltd was controlled by Mr. Li Zhenfu as to 70%, Mr. Li Zhenfu is deemed to be interested in 104,968,370 Shares held by GL Trade Investment L.P.  
  
GL Glee Investment Limited held 90,135,690 Share. It was wholly owned by GL China Opportunities Fund L.P., whose general partner was GL Capital Management GP L.P., whose general partner was GL Capital Management GP Limited, which was held by GL Partners Capital Management Ltd as to 51% and Lion River I N.V. as to 49%. Lion River I N.V. was wholly owned by Assicurazioni Generali S.p.A, a company listed on Italian Stock Exchange. As GL Partners Capital Management Ltd was controlled by Mr. Li Zhenfu as to 70%, Mr. Li Zhenfu is deemed to be interested in 90,135,690 Shares held by GL Glee Investment Limited.
- (3) Convergence held 11,979,690 Share. Convergence is wholly owned by Beijing Convergence Management Consulting Partnership Enterprise (Limited Partnership) (北京諾盛衡康管理諮詢合夥企業(有限合夥)), which was in turn owned by its

general partner, Juli Information, as to 0.000003957%, and its limited partner, Zhoushan Kangnuo Equity Investment Partnership Enterprise (Limited Partnership) (舟山康諾股權投資合夥企業(有限合夥), “**Zhoushan Kangnuo**”), as to 99.999996043%. As Mr. Zhao Hong is interested in 32.44% equity interests in Juli Information Consulting (Beijing) Co., Ltd. (炬力信息諮詢(北京)有限公司) and 40.96% partnership interests in Zhoushan Kangnuo, Mr. Zhao Hong is deemed to be interested in 11,979,690 Shares held by Convergence.

- (4) Being options for 11,256,210 Shares granted to Mr. Zhao Hong under the Option Incentive Plan.

So far as our Directors are aware, immediately following the completion of the Global Offering, no Directors or the chief executive will, directly or indirectly, be interested in the shares or underlying shares of the associated corporations of our Company.

***(b) Interests and short positions of the Substantial Shareholders in our Shares and Underlying Shares of our Company***

For the information on the persons who will, immediately following the completion of the Global Offering, having or be deemed or taken to have beneficial interests or short position in our Shares or underlying shares which would fall to be disclosed to our Company under the provisions of 2 and 3 of Part XV of the SFO, or directly or indirectly be interest 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, see “Substantial Shareholders.”

Save as set out above, as of the Latest Practicable Date, our Directors or chief executive were not aware of any other person, who would, immediately following the completion of the Global Offering, be interested, directly or indirectly, 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 our Company.

**2. Particulars of Service Contract and Letters of Appointment**

***(a) Executive Director***

The executive Director has entered into a service contract with us under which he agreed to act as an executive Director for an initial term of three years commencing from the Listing Date, which may be terminated by not less than three months’ notice in writing served by either the executive Director or us.

The appointment of the executive Director is subject to the provisions of retirement and rotation of Directors under the Articles.

***(b) Non-executive Directors and Independent Non-executive Directors***

Each non-executive Director has signed an appointment letter with us for a term of three years with effect from the Listing Date and each independent non-executive Director has signed an appointment letter with us for a term of three years with effect from the Listing Date. Under their

respective appointment letters, each independent non-executive Director and Dr. VASELLA Daniel Luzius are entitled to a fixed Director's fee while the other non-executive Directors are not entitled to any remuneration. The appointments are subject to the provisions of retirement and rotation of Directors under the Articles.

**(c) Others**

- (i) Save as disclosed above, none of the Directors has entered into any service contract 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).
- (ii) During the year ended December 31, 2019, the aggregate of the remuneration and benefits in kind payable to the directors of the Company was approximately RMB14.53 million. Details of the Directors' remuneration are also set out in Note 13 of the Accountant's Report set out in Appendix I to this prospectus. Save as disclosed in this prospectus, no other emoluments have been paid or are payable, in respect of the year ended December 31, 2019 by us to the Directors.
- (iii) Under the arrangement currently in force, the aggregate of the remuneration and benefits in kind payable to the Directors for the year ended December 31, 2020 is estimated to be approximately RMB27.00 million.
- (iv) None of the Directors or any past Directors of any members of our Group has been paid any sum of money for the three years ended December 31, 2017, 2018 and 2019 and the nine months ended September 30, 2020 (i) as an inducement to join or upon joining us or (ii) for loss of office as a 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.
- (v) There has been no arrangement under which a Director has waived or agreed to waive any remuneration or benefits in kind for the three years ended December 31, 2017, 2018 and 2019 and the nine months ended September 30, 2020.
- (vi) None of the Directors has been or is interested in the promotion of, or in the property proposed to be acquired by, us, and no sum has been paid or agreed to be paid to any of them in cash or shares or otherwise by any person either to induce him to become, or to qualify him as, a Director, or otherwise for services rendered by him in connection with the promotion or formation of our Company.

**3. Substantial Shareholders**

For information on the persons who will, immediately following the completion of the Global Offering (without taking into account any Shares which may be issued upon the exercise of the Over-allotment Option), have or deemed or taken to have an interest and/or short position in our Shares or the underlying Shares which would fall to be disclosed under the provisions of Division 2 and 3 of Part XV of the SFO, see "Substantial Shareholders" of this prospectus.

Save as set out above, as of the Latest Practicable Date, our Directors are not aware of any person who will, immediately following the completion of the Global Offering, be interested, directly or indirectly, 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 member of our Group or had option in respect of such capital.

#### 4. Fees or commissions received

Save as disclosed in this prospectus, none of the Directors or any of the persons whose names are listed under the paragraph headed “E. Other Information — 8. Consents of Experts” below had received any commissions, discounts, agency fee, brokerages or other special terms in connection with the issue or sale of any capital of any member of our Group within the two years immediately preceding the date of this prospectus.

#### 5. Disclaimers

Save as disclosed in this prospectus:

- (a) none of our Directors or chief executives has any interests and short positions in our Shares, underlying Shares and debentures of our Company or its associated corporation (within the meaning of Part XV of the SFO) which will have to be notified to us and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of SFO) or which 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 and Listed Companies to be notified to us and the Hong Kong Stock Exchange, in each case once our Shares are listed on the Hong Kong Stock Exchange;
- (b) so far as is known to any of our Directors or chief executives, no person has an interest or short position in our Shares and underlying Shares which would fall to be disclosed to us and the Hong Kong Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or is, directly or indirectly, 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;
- (c) none of our Directors nor any of the parties listed in the paragraph headed “E. Other Information — 7. Qualification of Experts” below is interested in our promotion, or in any assets which have, within the two years immediately preceding the issue of this prospectus, been acquired or disposed of by or leased to us, or are proposed to be acquired or disposed of by or leased to us;
- (d) save as disclosed in this prospectus or in connection with the Underwriting Agreements, none of our Directors nor any of the parties listed in the paragraph headed “E. Other Information — 7. Qualification of Experts” below is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to the business of our Group;

- (e) save in connection with the Underwriting Agreements, none of the parties listed in the paragraph headed “E. Other Information — 7. Qualification of Experts” below: (i) is interested legally or beneficially in any of our Shares or any shares in any of our subsidiaries; 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; and
- (f) none of our Directors or their respective close associates (as defined under the Listing Rules) or any of our Shareholders (who to the knowledge of our Directors owns more than 5% of our issued share capital) has any interest in our five largest suppliers or our five largest customers.

## **D. SHARE PLANS**

### **1. Option Incentive Plan**

The following is a summary of the principal terms of the Option Incentive Plan as adopted by our Company on June 24, 2018 and as amended on November 13, 2019. The terms of the Option Incentive Plan are not subject to the provisions of Chapter 17 of the Listing Rules.

We have applied to the Stock Exchange and the SFC, respectively for, (i) a waiver from strict compliance with the disclosure requirements under Rule 17.02(1)(b) of the Listing Rules and paragraph 27 of Appendix IA to the Listing Rules; and (ii) an exemption under section 342A of the Companies (Winding Up and Miscellaneous Provisions) Ordinance from strict compliance with the disclosure requirements of paragraph 10(d) of Part I of the Third Schedule to the Companies (Winding Up and Miscellaneous Provisions) Ordinance. See “Waivers from Compliance with the Listing Rules and Exemptions from compliance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance — Waiver and Exemption in relation to the Option Incentive Plan.”

#### **(a) Purpose**

The purpose of the Option Incentive Plan is to provide performance-driven, equitable and on-going option incentives for eligible management and key employees with the view to retaining key talents of our Company, aligning the interests of our Company and its employees and Shareholders, making its employees to attend to long-term development of our Company and to share increased value of our Company.

#### **(b) Participants**

The participants of the Option Incentive Plan shall an employee who has completed his or her probation period.

#### **(c) Administration**

The Shareholders’ meeting shall be the highest authority to administer the Option Incentive Plan, and the Board is responsible to execute the Option Incentive Plan. Subject to due authorization

from the Shareholders' meeting, the Board may authorize the corporate executive committee and human resources department of our Company to perform daily administration of the Option Incentive Plan and to exercise other powers authorized by the Board.

The Board shall have the right to interpret and perform the Option Incentive Plan, and to evaluate the performance of participants thereunder. If any participant fails to meet vesting conditions provided thereunder, our Company shall have the right to cancel any unexercised options thereunder.

**(d) Grant and adjustment of options**

Any grant to chief executive officer of our Company shall be proposed by the chairman of the Board and subject to approval of the Board. Any grant to any participants (excluding chief executive officer) shall be considered by the corporate executive committee of our Company and subject to approval of chief executive officer of our Company.

Supplementary grants to the employees who are newly engaged, promoted, or have made special contributions to our Company and eligible under the Option Incentive Plan may be made subject to approval of the Board. In the event that any participant becomes ineligible under the Option Incentive Plan, or is transferred to any other position or terminates his or her employment with our Company, or dies, our Company may make adjustments to such participant pursuant to the Option Incentive Plan. Any adjustments in respect of chief executive officer of our Company shall be proposed by the chairman of the Board and subject to approval of the Board, whilst any adjustments in respect of any participants other than chief executive officer shall be considered by the corporate executive committee of our Company and subject to approval of the chief executive officer of our Company.

**(e) Maximum number of shares subject to the Option Incentive Plan**

The underlying shares of the options under the Option Incentive Plan shall be the Shares to be issued by our Company.

The maximum number of shares underlying the options under the Option Incentive Plan shall be no more than 54,778,710 Shares, representing 9.75% of the total issued Shares of our Company immediately before the Listing and 7.48% immediately after the completion of the Global Offering (assuming the Over-allotment Option is not exercised, the options granted under the Option Incentive Plan are exercised and no Shares are issued pursuant to the Post-IPO Option Plan).

**(f) Exercise price and payment**

The exercise price of options under the Option Incentive Plan shall be USD0.524. Upon confirmation by the Board or its authorized representatives on the application of exercising the options, the options shall be exercised upon the actual payment based on the exercise price by the grantees.



**(g) Exercise and lapse of options**

The term of options under the Option Incentive Plan shall be eight years since grant date. Subject to satisfaction of the exercising conditions, participants shall have the right to exercise the options vested to such participant under the Option Incentive Plan or to waive such right during the term. Any options not exercised during the term due to any reason of participants shall be automatically cancelled by the Board upon expiration of the term.

**(h) Vesting schedule**

For initial grants, 25% of options granted under the Option Incentive Plan shall be vested upon each anniversary of grant date during a four-year term.

For supplementary grants during the year of 2019, 33%, 33% and 34% of options granted under the Option Incentive Plan shall be vested upon each anniversary of grant date during a three-year term.

For supplementary grants during the year of 2020, 50% and 50% of options granted under the Option Incentive Plan shall be vested upon each anniversary of grant date during a two-year term.

For supplementary grants during the year of 2021, 100% of options granted under the Option Incentive Plan shall be vested upon each anniversary first anniversary of grant date.

Participants who are key non-sales employees and winner of annual Top Staff awards of our Company may vest 100% of options granted to them at the first anniversary of grant date, subject to satisfaction of certain vesting conditions.

The number of options to be vested over participants under the Option Incentive Plan shall be determined based on annual performance evaluation results, and there is no vesting of options if none of annual performance targets is met.

**(i) Voting right**

No voting rights shall be exercisable in relation to any options or the underlying Shares of options that have not been exercised.

**(j) Dividend rights**

No dividends shall be payable in relation to any options or the underlying Shares of options that have not been exercised.

**(k) Termination**

Our Shareholders are entitled to terminate the Option Incentive Plan. In the case that any merger, division or any other material change of the Company which results in the dissolution of the Company, the Option Incentive Plan shall be terminated, the grantees shall have the right to exercise any options vested but unexercised under the Option Incentive Plan and liquidate the Shares received from such exercise at the liquidation proportion equal to that of the Shareholders. The arrangement of exercise and liquidation shall be determined by the Shareholders or the Board duly authorized by Shareholders at their discretion. Any unvested options under the Option Incentive Plan shall lapse.

**(l) Transferability**

Without consent of the Board, no options granted to the grantees during the term of the Option Incentive Plan shall be transferred, sold, exchanged, or used to secure or pay any debt (other than transfer of any part of the assets obtained upon exercise of the options under the Option Incentive Plan in compliance with applicable laws and the Company's requirements); if the grantees fail to comply with above, the Company may cancel any options unexercised by such grantees and disqualify such grantees from any future equity incentive plan of the Company.

**(m) Tax**

Any proceeds received by the grantees under the Option Incentive Plan shall be subject to payment of individual income taxes and other taxes and fees imposed under applicable tax laws. The grantees shall be liable for any fees and taxes arising from exercising, selling, transferring, using, purchasing and other circumstances relating to the options under the Option Incentive Plan; the Company shall withhold any individual income tax arising from the Option Incentive Plan under applicable tax laws.

**(n) Outstanding grants**

As of the Latest Practicable Date, options to subscribe for an aggregate of 54,778,710 Shares have been granted to a total of 130 eligible participants by our Company at nil consideration under the Option Incentive Plan, representing 9.75% of the total issued Shares of our Company immediately before the Listing and 7.48% immediately after the completion of the Global Offering (assuming the Over-allotment Option is not exercised, the options granted under the Option Incentive Plan are exercised and no Shares are issued pursuant to the Post-IPO Option Plan). All the options under the Share Option Incentive Plan were granted between December 15, 2018 and July 1, 2020 (both days inclusive) and the Company will not grant further options under the Option Incentive Plan after the Listing.

Below are the details of options granted to our Directors, other connected persons and grantees who have been granted 750,000 options or above under the Option Incentive Plan which are outstanding:

Grantee	Position/connected relationship	Address	Exercise Price (USD/ per option)	Date of grant	Option period	Number of outstanding Shares under the options granted (Note 1)	Approximate percentage of enlarged issued share capital of our Company immediately after completion of the Global Offering (Note 2)	Vesting Schedule (Note 3)
<i>Director</i>								
Mr. ZHAO Hong (趙宏)	Executive Director, Chief Executive Officer and President	Room 503, No. 80 Lane 777, Lingling Road Xuhui District Shanghai the PRC	0.524	December 15, 2018	8 years since the date of grant	5,925,000	1.54%	a
				April 1, 2020		831,210		c
				July 1, 2020		4,500,000		d
<i>Senior Management</i>								
Mr. WU Mingxiang (吳明祥)	Vice President	Room 201, No.619, Lane 7, North-Shang Hai Road Qing Shan Hu District, Nan Chang City Jiangxi province the PRC	0.524	December 15, 2018	8 years since the date of grant	1,580,000	0.22%	a
Mr. JIA Min (賈敏)	Vice President	Room 1301, No.21, Lane 88, Sanjiang Road Xuhui District Shanghai the PRC	0.524	December 15, 2018	8 years since the date of grant	1,975,000	0.30%	a
				April 1, 2020		200,000		c
Mr. SHAO Peter Chihwen	Vice President	536 Anchor Circle, Redwood City CA 94065 USA	0.524	December 15, 2018	8 years since the date of grant	1,975,000	0.27%	a
Mr. WU Lianzong (武連宗)	Vice President	Room 301, Suite 2, Building 57, Yuxin Huayuan, Xisanqi East Road Haidian District Beijing the PRC	0.524	December 15, 2018	8 years since the date of grant	1,354,500	0.21%	a
				April 1, 2020		200,000		c
Mr. CHANG Yansong (常岩松)	Vice President	Room 401, No.6, Lane 811, Quxi Road Huangpu District Shanghai the PRC	0.524	December 15, 2018	8 years since the date of grant	1,580,000	0.24%	a
				April 1, 2020		200,000		c

Grantee	Position/connected relationship	Address	Exercise Price (USD/ per option)	Date of grant	Option period	Number of outstanding Shares under the options granted (Note 1)	Approximate percentage of enlarged issued share capital of our Company	Vesting Schedule (Note 3)
							immediately after completion of the Global Offering (Note 2)	
Mr. GUO Xiaoning (郭曉寧)	Vice President	Room 903, No.39, Lane 825, Chenhui Road Pudong District Shanghai, the PRC	0.524	April 1, 2020	8 years since the date of grant	800,000	0.11%	c
<i>Other connected persons</i>								
Ms. PAN Rongrong (潘蓉蓉)	Director of SciClone China	Room 2402, No. 1, Lane 269 Chang Ning Road Shanghai the PRC	0.524	December 15, 2018	8 years since the date of grant	2,370,000	0.53%	a
		Flat 10, 6/Floor, Yan Yuet House, Yan Shing Court, Fanling, New Territory Hong Kong		July 1, 2020	1,500,000	d		
Mr. LAI Chin Hung	Director of SciClone Pharmaceuticals Limited	Flat 10, 6/Floor, Yan Yuet House, Yan Shing Court, Fanling, New Territory Hong Kong	0.524	December 15, 2018	8 years since the date of grant	750,000	0.10%	a
Ms. LIN Huibin (林惠斌)	Director of SPIL, SPIL China and NovaMed Pharmaceuticals Inc.	Room 32-04, The Cosmopolitan, 200 Kim Seng Road 239471, Singapore	0.524	April 1, 2020	8 years since the date of grant	400,000	0.08%	c
				July 1, 2020	grant	150,000		d
<i>Grantees who have been granted 750,000 options or above</i>								
Ms. YU Zhongwen (俞仲文)	Vice President, Head of Strategic Planning and BD	Apt 702, No.1 South 3rd Street, Haidian District, Beijing the PRC	0.524	December 15, 2018	8 years since the date of grant	1,580,000	0.24%	a
				July 1, 2020	200,000	d		
Ms. CHEN Xi (陳晞)	Vice President, Head of HR	Room 401, No.129, Hu Ma San Cun, Baoshan District, Shanghai the PRC	0.524	December 15, 2018	8 years since the date of grant	1,185,000	0.16%	a
Mr. WANG Jinping (王錦平)	Director, Head of Compliance & Legal Affairs	Room 457-8-1706, Fahuazhen Road, Shanghai the PRC	0.524	December 15, 2018	8 years since the date of grant	967,500	0.15%	a
				July 1, 2020	150,000	d		

Grantee	Position/connected relationship	Address	Exercise Price (USD/ per option)	Date of grant	Option period	Number of outstanding Shares under the options granted (Note 1)	Approximate percentage of enlarged issued share capital of our Company	Vesting Schedule (Note 3)
							immediately after completion of the Global Offering (Note 2)	
Ms. ZHANG Hong (張虹)	Senior Area Director	Room 14-1-501, Binjiang Huajiachi Apartment, Kaixuan Street, Jianggan District, Hangzhou Zhejiang Province the PRC	0.524	December 15, 2018	8 years since the date of grant	1,000,000	0.14%	a
Mr. SUN Yi (孫毅)	Senior Director, Head of IT	Room 2903, No.1, Lane 99, Yiminhe Road, Hongkou District, Shanghai the PRC	0.524	December 15, 2018	8 years since the date of grant	987,500	0.13%	a
Ms. Zang Ying Qin	Former Vice President, Head of R&D and CMO	Room 102, No.90, Lane 188, Mingyue Road, Shanghai the PRC	0.524	December 15, 2018	8 years since the date of grant	975,000	0.13%	a
Ms. ZHU Lin (朱琳)	Senior Director, Head of Business Excellence	Room 501, No.9, Lane 377, Gumei Road, Minhang District, Shanghai the PRC	0.524	December 15, 2018	8 years since the date of grant	800,000	0.12%	a
				April 1, 2020		100,000		c
<b>Total</b>						<b>34,235,710</b>	<b>4.67%</b>	

Note 1: excluding options forfeited or cancelled.

Note 2: calculated based on 732,652,973 Share in issue immediately after the Global Offering assuming the Over-allotment Option is not exercised, the options granted under the Option Incentive Plan are exercised and no Shares are issued pursuant to the Post-IPO Option Plan.

Note 3: please refer to different categories of vesting schedules below.

Category	Vesting schedule
a	25% of options granted under the Option Incentive Plan shall be vested upon each anniversary of grant date during a four-year term.
b	33%, 33% and 34% of options granted under the Option Incentive Plan shall be vested upon each anniversary of grant date during a three-year term.
c	50% and 50% of options granted under the Option Incentive Plan shall be vested upon each anniversary of grant date during a two-year term.
d	100% of options granted under the Option Incentive Plan shall be vested upon first anniversary of grant date.

As of the Latest Practicable Date, other than the 10 members of our Directors, senior management and other connected persons disclosed above, no options were granted to any Directors, senior management or connected persons of the Group under the Option Incentive Plan.

Save as the 17 grantees disclosed above, the remaining 113 grantees who are not members of our Directors, senior management or other connected person of the Company have been granted less than 750,000 options under the Option Incentive Plan which are outstanding to subscribe for a total of 20,543,000 Shares, representing approximately 2.80% of the issued share capital of our Company upon the completion of the Global Offering (assuming the Over-allotment Option is not exercised, the options granted under the Option Incentive Plan are exercised and no Shares are issued pursuant to the Post-IPO Option Plan). Please refer to below table for details.

Range of outstanding Shares under options granted (Note 1)	Total number of grantees	Total number of outstanding Shares under options granted (Note 1)	Exercise Price (USD/ per option)	Date of grant	Option period	Approximate percentage of enlarged issued share capital of our Company immediately after completion of the Global Offering (Note 2)	Vesting Schedule (Note 3)
1 to 100,000 Shares	63	2,061,000	0.524	December 15, 2018 April 1, 2019 April 1, 2020	8 years since the date of grant	0.28%	a, d
100,001 to 200,000 Shares	10	1,850,000	0.524	December 15, 2018 April 1, 2019 April 1, 2020	8 years since the date of grant	0.25%	a, b, c, d
200,001 to 300,000 Shares	11	2,971,000	0.524	December 15, 2018 April 1, 2019 April 1, 2020	8 years since the date of grant	0.41%	a, b, c, d
300,001 to 400,000 Shares	16	6,240,000	0.524	December 15, 2018 April 1, 2019 April 1, 2020	8 years since the date of grant	0.85%	a, c, d
400,001 to 500,000 Shares	5	2,420,000	0.524	December 15, 2018 April 1, 2019 April 1, 2020	8 years since the date of grant	0.33%	a, c, d
500,001 to 600,000 Shares	5	2,901,000	0.524	December 15, 2018 April 1, 2019 April 1, 2020	8 years since the date of grant	0.40%	a, b, c, d
600,001 to 749,999 Shares	3	2,100,000	0.524	December 15, 2018 April 1, 2020	8 years since the date of grant	0.29%	a, c
<b>Total</b>	<b>113</b>	<b>20,543,000</b>				<b>2.80%</b>	

Note 1: excluding options forfeited or cancelled.

Note 2: calculated based on 732,652,973 Share in issue immediately after the Global Offering assuming the Over-allotment Option is not exercised, the options granted under the Option Incentive Plan are exercised and no Shares are issued pursuant to the Post-IPO Option Plan.

*Note 3: please refer to different categories of vesting schedules below.*

<b>Category</b>	<b>Vesting schedule</b>
a	25% of options granted under the Option Incentive Plan shall be vested upon each anniversary of grant date during a four-year term.
b	33%, 33% and 34% of options granted under the Option Incentive Plan shall be vested upon each anniversary of grant date during a three-year term.
c	50% and 50% of options granted under the Option Incentive Plan shall be vested upon each anniversary of grant date during a two-year term.
d	100% of options granted under the Option Incentive Plan shall be vested upon first anniversary of grant date.

Assuming the full exercise of the options granted under the Option Incentive Plan, the shareholding of the Shareholders immediately after the completion of the Global Offering (assuming that the Over-allotment Option is not exercised, the options under the Option Incentive Plan are exercised and no Shares are issued pursuant to the Post-IPO Option Plan) would be diluted by approximately 7.48%. The dilutive impact of share options on the earnings per share for the years ended December 31, 2017, 2018 and 2019 and the nine months ended September 30, 2020 is nil, nil, nil and RMB0.01, respectively.

Application has been made to the Stock Exchange for the listing of and permission to deal in the 54,778,710 Shares that will be allotted and issued pursuant to the options granted under the Option Incentive Plan.

#### **(o) Establishment of trustee for the Option Incentive Plan**

Our Company is in the process of engaging a professional trustee to hold and manage our Shares to be issued under the Option Incentive Plan. Upon establishment, our Company will issue up to 54,778,710 Share to the trustee.

## **2. Post-IPO Option Plan**

The following is a summary of the principal terms of the Post-IPO Option Plan to be adopted by the resolutions in writing of our Shareholders.

#### **(a) Purpose**

The purpose of the Post-IPO Option Plan is to provide selected participants with the opportunity to acquire proprietary interests in our Company and to encourage selected participants to work towards enhancing the value of our Company and its Shares for the benefit of our Company and Shareholders as a whole. The Post-IPO Option Plan will provide our Company with a flexible means of retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to selected participants.

*(b) Selected participants*

Any individual, being an employee, director, officer, consultant, adviser, distributor, contractor, customer, supplier, agent, business partner, joint venture business partner or service provider of any member of our Group or any affiliate who the Board or its delegate(s) considers, in their sole discretion, to have contributed or will contribute to our Group is entitled to be offered and granted options. However, no individual who is resident in a place where the grant, acceptance or exercise of options pursuant to the Post-IPO Option Plan is not permitted under the laws and regulations of such place or where, in the view of the Board or its delegate(s), compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such individual, is eligible to be offered or granted options.

*(c) Maximum number of Shares*

The total number of Shares which may be issued upon exercise of all options to be granted under the Post-IPO Option Plan and any other schemes shall be decided by our Shareholders upon adoption of the Post-IPO Option Plan and in no event shall such total number of Shares exceed 10% of our Shares in issue on the date our Shares commence trading on the Stock Exchange (the “**Option Scheme Mandate Limit**”) (excluding any Shares which may be issued pursuant to the exercise of the Over-allotment Option and the options granted under the Pre-IPO Share Incentive Plan). Options which have lapsed in accordance with the terms of the rules of the Post-IPO Option Plan (or any other share option schemes of our Company) shall not be counted for the purpose of calculating the Option Scheme Mandate Limit.

The overall limit on the number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Post-IPO Option Plan and any other share option schemes of our Company at any time (and to which the provisions of Chapter 17 of the Listing Rules are applicable) must not exceed 30% of our Shares in issue from time to time (the “**Option Scheme Limit**”). No options may be granted under any schemes of our Company (or its subsidiaries) if this will result in the Option Scheme Limit being exceeded.

The Option Scheme Mandate Limit may be refreshed at any time by obtaining prior approval of our Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time. However, the refreshed Option Scheme Mandate Limit cannot exceed 10% of our Shares in issue as at the date of such approval. Options previously granted under the Post-IPO Option Plan and any other share option schemes of our Company (and to which provisions of Chapter 17 of the Listing Rules are applicable) (including those outstanding, cancelled or lapsed in accordance with its terms or exercised), shall not be counted for the purpose of calculating the refreshed Option Scheme Mandate Limit.

Our Company may also grant options in excess of the Option Scheme Mandate Limit, provided such grant is to specifically identified selected participant and is first approved by Shareholders in general meeting.



*(d) Maximum entitlement of a grantee*

Unless approved by our Shareholders, the total number of Shares issued and to be issued upon exercise of the options granted and to be granted under the Post-IPO Option Plan and any other share option scheme(s) of our Company to each selected participant (including both exercised and outstanding options) in any 12-month period shall not exceed 1% of the total number of Shares in issue (the “**Individual Limit**”). Any further grant of options to a selected participant which would result in the aggregate number of Shares issued and to be issued upon exercise of all options granted and to be granted to such selected participant (including exercised, cancelled and outstanding options) in the 12 month period up to and including the date of such further grant exceeding the Individual Limit shall be subject to separate approval of our Shareholders (with such selected participant and his associates abstaining from voting). The number and terms (including the exercise price) of options to be granted to such participant must be fixed before Shareholders’ approval and the date of Board meeting for proposing such further grant should be taken as the date for the purpose of calculating the exercise price pursuant to LR17.03(9).

*(e) Performance target*

The Post-IPO Option Plan does not set out any performance targets that must be achieved before the options may be exercised. However, the Board or its delegate(s) may at their sole discretion specify, as part of the terms and conditions of any option, such performance conditions that must be satisfied before the option can be exercised.

*(f) Subscription price*

The amount payable for each Share to be subscribed for under an option (“**Subscription Price**”) in the event of the option being exercised shall be determined by the Board but shall be not less than the greater of:

- (i) the closing price of a Share as stated in the daily quotations sheet issued by the Stock Exchange on the date of grant;
- (ii) the average closing price of our Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five business days immediately preceding the date of grant; and
- (iii) the nominal value of a Share on the date of grant.

*(g) Rights are personal to grantee*

An option is personal to the grantee and shall not be transferable or assignable and no grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest in favour of or enter into any agreement with any other person over or in relation to any option, except for the transmission of an option on the death of the grantee to his personal representative(s) on the terms of the Post-IPO Option Plan.

*(h) Options granted to directors or substantial shareholders of our Company*

Each grant of options to any director, chief executive or substantial shareholder of our Company (or any of their respective associates) must first be approved by the independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of options).

Where any grant of options to a substantial shareholder or an independent non-executive Director of our Company (or any of their respective associates) would result in the number of Shares issued and to be issued upon exercise of all options already 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 higher percentage as may from time to time be specified by the Stock Exchange) of our Shares in issue; and
- (ii) having an aggregate value, based on the closing price of our Shares as stated in the daily quotations sheets issued by the Stock Exchange on the date of grant, in excess of HKD5 million (or such other higher amount as may from time to time be specified by the Stock Exchange),

such further grant of options must also be first approved by our Shareholders (voting by way of poll) in a general meeting. In obtaining the approval, our Company shall send a circular to our Shareholders in accordance with and containing such information as is required under the Listing Rules. The grantee, his associates and all core connected persons of our Company shall abstain from voting at such general meeting, except that any connected person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular to be sent to our Shareholders in connection therewith.

*(i) Grant offer letter and notification of grant of options*

An offer shall be made to selected participants by a letter in duplicate which specifies the terms on which the option is to be granted. Such terms may include any minimum period(s) for which an option must be held and/or any minimum performance target(s) that must be achieved, before the option can be exercised in whole or in part, and may include at the discretion of the Board or its delegate(s) such other terms either on a case basis or generally.

An offer shall be deemed to have been accepted and the option to which the offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the offer letter comprising acceptance of the offer duly signed by the grantee with the number of Shares in respect of which the offer is accepted clearly stated therein, together with a remittance in favour of our Company of HKD1.00 by way of consideration for the grant thereof, which must be received by our Company within 20 business days from the date on which the offer letter is delivered to the grantee.

Any offer 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 for dealing in Shares or a multiple thereof. To the extent that the offer is not accepted within 20 business days from the date on which the letter containing the offer is delivered to that selected participant, it shall be deemed to have been irrevocably declined.

**(j) *Restriction of grant of options***

No offer shall be made and no option shall be granted to any selected participant in circumstances prohibited by the Listing Rules or at a time when the selected participant would or might be prohibited from dealing in our Shares by the Listing Rules or by any applicable rules, regulations or law. No offer shall be made and no option shall be granted to any selected participant where such person or our Company is in possession of any unpublished inside information in relation to our Company until (and including) the trading day after such inside information has been published in an announcement in accordance with the Listing Rules. Furthermore, no offer shall be made and no option shall be granted:

- (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
- (ii) during the period of 30 days immediately preceding the publication date of the half-year results or, if shorter, the period from the end of the relevant half-year period up to the publication date of the results.

Such period will also cover any period of delay in the publication of any results announcement.

**(k) *Time of exercise of an option***

An option may, subject to the terms and conditions upon which such option is granted, be exercised in whole or in part by the grantee giving notice in writing to our Company in such form as the Board may from time to time determine stating that the option is thereby exercised and the number of Shares in respect of which it is exercised.

**(l) *Cancellation of options***

Any breaches of the rules of the Post-IPO Option Plan by a grantee may result in the options granted to such grantee being cancelled by our Company. Any options granted but not exercised may be cancelled if the grantee so agrees. Issuance of new options to the same grantee may only be made if there are unissued options available under the Post-IPO Option Plan (excluding the cancelled options) and in compliance with the terms of the Post-IPO Option Plan.

*(m) Lapse of option*

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

- (i) the expiry of the period within which an option may be exercised, which is to be determined and notified by the Board to each grantee at the time of making an offer, and shall not expire later than ten years from the date of grant (the “**Option Period**”);
- (ii) the expiry of any of the periods for exercising the option; and
- (iii) the date on which the grantee commits a breach of the rules of the Post-IPO Option Plan.

*(n) Voting and dividend rights*

No dividends shall be payable and no voting rights shall be exercisable in relation to any options or Shares that are the subject of options that have not been exercised.

*(o) Effects of alterations in the capital structure of our Company*

In the event of an alteration in the capital structure of our Company whilst any option remains exercisable by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of shares, or reduction of the share capital of our Company in accordance with legal requirements and requirements of the Stock Exchange (other than any alteration in the capital structure of our Company as a result of an issue of Shares as consideration in a transaction to which our Company is a party), such corresponding alterations (if any) shall be made to:

- (i) the number or nominal amount of Shares comprised in each option so far as unexercised; and/or
- (ii) the Subscription Price; and/or
- (iii) the method of exercise of the option,

or any combination thereof, as the auditors or a financial adviser engaged by our Company for such purpose shall, at the request of our Company, certify in writing, either generally or as regards any particular grantee, to be in their opinion fair and reasonable, provided always that any such adjustments should give each grantee the same proportion of the equity capital of our Company as that to which that grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value. The capacity of the auditors or financial adviser (as the case may be) is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on our Company and the grantees. The costs of the auditors or financial adviser (as the case may be) shall be borne by our Company.

***(p) Rights on takeover and schemes of compromise or arrangement***

If a general offer by way of takeover is made to all the holders of Shares (or all such holders 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 offer becomes or is declared unconditional in all respects, the grantee shall be entitled to exercise the option (to the extent not already exercised) at any time within one month (or such other period as the Board or its delegate(s) may decide in their sole discretion) after the date on which the offer becomes or is declared unconditional. If the option is not exercised within the time specified, the option shall lapse.

***(q) Rights on a voluntary 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 on the same date as or soon after it dispatches such notice to each member of our Company give notice thereof to all grantees (together with a notice of the existence of the provisions of this sub-paragraph) and thereupon, each grantee (or his personal representatives) 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 by giving notice in writing to our Company, accompanied by a remittance for the full amount of the aggregate subscription price for our 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 immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the grantee credited as fully paid. If the option is not exercised within the time specified, the option shall lapse.

***(r) Ranking of shares***

Our Shares to be allotted and issued upon the exercise of an option shall be identical to the then existing issued shares of our Company and subject to all the provisions of the memorandum and articles of association of our Company for the time being in force and will rank *pari passu* with the other fully paid Shares in issue on the date the name of the grantee is registered on the register of members of our Company or if that date falls on a day when the register of members of our Company is closed, the first day of the re-opening of the register of members, save that the grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of our Company) declared or recommended or resolved to be paid to our Shareholders on the register on a date prior to such registration.

***(s) Duration***

The Post-IPO Option Plan shall be valid and effective for the period of ten years commencing on the Listing Date (after which, no further options shall be offered or granted under the Post-IPO Option Plan), but in all other respects the provisions of the Post-IPO Option Plan shall remain in full force and effect to the extent necessary to give effect to the exercise of any options granted prior thereto or otherwise as may be required in accordance with the provisions of the rules of the Post-IPO Option Plan.

*(t) Alteration of the Post-IPO Option Plan*

The Board may subject to the rules of the Post-IPO Option Plan amend any of the provisions of the Post-IPO Option Plan (including without limitation amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of the Post-IPO Option Plan, which are not found in Chapter 17 of the Listing Rules) at any time (but not so as to affect adversely any rights which have accrued to any grantee at that date).

Those specific provisions of the Post-IPO Option Plan which relate to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of selected participants, and no changes to the authority of the administrator of the Post-IPO Option Plan in relation to any alteration of the terms of the Post-IPO Option Plan shall be made, without the prior approval of Shareholders in general meeting. Any alterations to the terms of the Post-IPO Option Plan which are of a material nature, or any change to the terms and conditions of options granted, must also, to be effective, be approved by our Shareholders in general meeting and the Stock Exchange, except where the alterations take effect automatically under the existing terms of the Post-IPO Option Plan. The options and the Post-IPO Option Plan so altered must comply with Chapter 17 of the Listing Rules. Any change to the authority of the Directors or scheme administrators in relation to any alternation to the terms of the Post-IPO Option Plan must be approved by Shareholders in general meeting.

Notwithstanding any provisions to the contrary in the Post-IPO Option Plan, if on the relevant date of exercise there are restrictions or conditions imposed by the relevant laws and regulations to which the grantee is subject and the grantee has not obtained approval, exemption or waiver from the relevant regulatory authorities for the subscription of and dealing in our Shares, the grantee may sell the options to such transferee, subject to the approval by the Board, which shall not unreasonably withhold or delay such approval. In the event that the options are transferred to a connected person of our Company, no Shares shall be allotted and issued upon the exercise of the options by a connected person of our Company unless the Board is satisfied that the allotment and issue of Shares will not trigger any breach of the Listing Rules, the Articles of Association, the Companies Act or the Takeovers Code.

*(u) Termination*

Our Shareholders by ordinary resolution in general meeting or the Board may at any time resolve to terminate the operation of the Post-IPO Option Plan prior to the expiry of the Post-IPO Option Plan and in such event no further options will be offered or granted but the provisions of the Post-IPO Option Plan shall remain in full force to the extent necessary to give effect to the exercise of any options granted prior thereto or otherwise as may be required in accordance with the provisions of the Post-IPO Option Plan. Options complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of the Post-IPO Option Plan and remain unexercised and unexpired immediately prior to the termination of the operation of the Post-IPO Option Plan shall continue to be valid and exercisable in accordance with their terms of issue after the termination of the Post-IPO Option Plan.

Details of the options granted, including options exercised or outstanding, under the Post-IPO Option Plan shall be disclosed in the circular to our Shareholders seeking approval of the new scheme established after the termination of the Post-IPO Option Plan.

*(v) Value of options*

Our Directors consider it inappropriate to disclose the value of options which may be granted under the Post-IPO Share Option Scheme as if they had been granted as of the Latest Practicable Date. Any such valuation will have to be made on the basis of a certain option pricing model or other method that depends on various assumptions including the exercise price, the exercise period, interest rate, expected volatility and other variables. As no options have been granted, certain variables are not available for calculating the value of options. Our Directors believe that any calculation of the value of options granted as of the Latest Practicable Date would be based on a number of speculative assumptions that are not meaningful and would be misleading to investors.

**3. Post-IPO RSU Plan**

*(a) Summary*

The following is a summary of the principal terms of the Post-IPO RSU Plan approved and adopted by our Shareholders on January 22, 2021. The terms of the Post-IPO RSU Plan are not subject to the provisions of Chapter 17 of the Listing Rules as the Post-IPO RSU Plan will not involve the grant of options. The total number of Shares underlying the awards to be granted under the Post-IPO RSU Plan shall be 6,689,963 Shares. Without prejudice to the foregoing, the total number of Shares underlying the awards to be granted under the Post-IPO RSU Plan in any financial year will not exceed three per cent. (3%) of the issued Shares as at the beginning of that financial year.

On February 10, 2021, the Company issued and allotted an aggregate of 6,689,963 Shares to Maples Trustee Services (Cayman) Limited as trustee of a trust with the intent that such number of Shares would ultimately be held by SCLN ESOP Management Limited. On February 11, 2021, such number of Shares were directed to SCLN ESOP Management Limited for the purpose of holding Shares under the Post-IPO RSU Plan on trust for and on behalf of grantees to be determined after the Listing. Application has been made to the Stock Exchange for the listing of and permission to deal in such number of Shares held by SCLN ESOP Management Limited.

As of the Latest Practicable Date, our Company had not identified any grantee under the Post-IPO RSU Plan and no restricted share unit was granted.

*(b) Purpose*

The purpose of the Post-IPO RSU Plan is to enable the directors, officers, and other key contributors and employees of our Group to share the success of our Company, in order to assure a closer identification of the interests of such persons with those of our Group and stimulate the efforts of such persons on the Group's behalf.

(c) *Restricted Share Unit*

An Award represents a grant of restricted share unit (“**Restricted Share Unit**”, each a “RSU” or collectively “**RSUs**”) to the grantees (the “**Grantees**”). Each RSU shall represent the right to receive one Share (subject to any adjustment in accordance with the terms of the Post-IPO RSU Plan due to changes of share capital of our Company) upon vesting. The number of Shares that are subject to outstanding awards of RSUs granted under the Post-IPO RSU Plan (the “**Awards**” and each of them, an Award) at any time shall not exceed the aggregate number of RSUs that then remain available for distribution under the Post-IPO RSU Plan. The grant of an Award to a Grantee shall be documented by and subject to an award agreement (the “**Award Agreement**”), in which the terms and conditions of the Award determined by the Board shall be set out.

(d) *Grant of Award*

At the time of grant, the Board shall specify the date or dates and/or any vesting or any other terms and conditions (which may include continuing employment or other service relationship, achievement of pre-established performance goals and objectives and/or such other conditions that the Board deems appropriate in its sole and absolute discretion) on which RSUs under an Award shall become vested.

To receive Shares underlying their RSUs, Grantees must: (i) have been an employee of any member of our Group on a continuous and uninterrupted basis throughout the vesting periods of their Grant, and (ii) comply with any other additional obligations determined by the Board (the “**Continued Employment Condition**”). If the Grantee ceases to meet the Continued Employment Condition at any time during any of the vesting periods of their Grant, he or she will automatically and without prior notice or consideration forfeit his or her RSUs.

If any RSU is forfeited prior to vesting in accordance with the terms and conditions of the Award Agreement, then such RSU shall be forfeited with immediate effect and of no further force or effect, and no payment shall be made to the Grantee in respect thereof.

(e) *Changes in stock*

Subject to the terms of the RSUs, if the outstanding Shares are increased or decreased or are exchanged for a different number or kind of Shares or other securities of our Company, or additional Shares or new or different Shares or other securities of our Company or other non-cash assets are distributed with respect to such Shares or other securities, the Board shall make an appropriate or proportionate adjustment in order to prevent dilution or enlargement of rights of the Grantees under the Post-IPO RSU Plan.

*Merger or demerger.* In the event of a merger or a demerger of our Company, all provisions in this Plan, for the period remaining as from the exchange date, shall continue to apply to the rights received as a result of the exchange. If the Board determines that such RSU shall vest, our Company



shall as soon as possible prior to the date of the proposed shareholders' meeting, deliver our Shares underlying the RSUs to the Grantees, either directly or indirectly under the name of any person or entity designed by the Grantees.

*Winding Up.* In the event a notice is given by our Company to its shareholders to convene a shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up our Company prior to the vesting date of any RSU, the Board shall determine at its discretion whether and the period when such RSU shall vest. If the Board determines that such RSU shall vest, our Company shall as soon as possible prior to the date of the proposed shareholders' meeting, deliver our Shares underlying the RSUs to the Grantees, either directly or indirectly under the name of any person or entity designed by the Grantees.

*Takeover.* If a general offer by way of takeover or otherwise (other than by way of scheme of arrangement) is made to all of the shareholders of our Company (other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional, our Company shall forthwith give notice to the Grantees and the Grantees shall be entitled to receive our Shares in respect of the vested RSUs within any period specified in the notification.

*Scheme of arrangement.* If a general offer by way of scheme arrangement is made to all of the shareholders of our Company and has been approved by the necessary number of shareholders of our Company at the requisite meetings, our Company shall forthwith give notice to the Grantees and the Grantees shall be entitled to receive our Shares in respect of the vested and unvested RSUs within any period specified in the notification.

*Compromise or arrangement.* In the event of a compromise or arrangement between our Company and our shareholders and/or creditors being proposed in connection with a scheme for the reconstruction of our Company or its amalgamation with any other companies pursuant to the laws of the jurisdiction in which our Company was incorporated, our Company shall give notice to all Grantees on the same day as it first gives notice of the meeting to its shareholders and/or creditors summoning the meeting to consider such a scheme or arrangement. The Grantee shall be entitled to receive our Shares in respect of the vested and unvested RSUs within any period specified in the notification. In any event, our Company shall procure our Shares to be delivered to the Grantees no later than three days prior to the proposed meeting.

**(f) *Non-transferability of the Awards and Shares***

Unless otherwise determined by the Board and so provided in the applicable Award Agreement, no RSUs shall be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner (whether by operation of law or otherwise) other than by will or applicable laws of descent and distribution or pursuant to a domestic relations order. Failure to comply shall result in the RSUs being forfeited.

**(g) *Rights of the grantees***

*Death.* Each Grantee to whom an Award has been made under the Post-IPO RSU Plan may designate a Grantee or beneficiaries to receive any vested Award or any payment under any Award payable on or after the Grantee's death. Such designation shall not be effective until received by the Board.

*Creditors' rights.* With respect to any Award and any payments in cash, Shares or other consideration not received by a Grantee, a Grantee shall have no rights greater than those of a general creditor of our Company unless the Board shall otherwise expressly determine in connection with any Award or Awards.

**(h) *Tax withholding***

Each Grantee shall, no later than the date as of which the value of an Award or other amounts received thereunder first becomes includable in the gross income of the Grantee for income tax purposes, pay to our Company or other applicable employer, or make arrangements satisfactory to the Board regarding payment of, any national, federal, state, or local taxes of any kind required by law to be withheld with respect to such income. Our Company and its subsidiaries shall, to the extent permitted by law, have the right to (i) deduct any such taxes from any payment of any kind otherwise due to the Grantee or (ii) procure the sale of all or part of our Shares to satisfy the Grantee's obligations.

**(i) *Vesting***

**(a) *Vesting period***

Subject to the terms of the Post-IPO RSU Plan and the specific terms and conditions applicable to each Award, the RSUs granted shall be subject to vesting schedule and to the satisfaction of performance and/or other conditions to be determined by the Board (if any) in its absolute discretion. If such conditions are not satisfied, the RSU shall automatically lapse on the date on which such conditions are not satisfied, as determined by the Board in its absolute discretion.

**(b) *Voting Rights***

Prior to the transfer of our Shares underlying the vested Award to the Grantee, and Grantee shall not be entitled to exercise the voting right of such Shares and the trustee shall not exercise the voting rights attached to our Shares underlying the Awards.

**(j) *Lapse and Forfeiture***

An unvested RSU shall be cancelled automatically upon the earliest of:

(a) the date of the termination of Grantee's employment or service by our Company or any of its subsidiaries for Cause (as defined below);

(b) the date on which the offer (or, as the case may be, revised offer);

(c) the record date for determining entitlements under the scheme of arrangement;

(d) the date of the commencement of the winding-up of our Company;

(e) the date on which the Grantee commits a breach;

(f) the date on which the Grantee knowingly performs any act that may confer any competitive benefit or advantage upon any competitor of our Group, or becomes an officer, director, employee, consultant, advisor, partner of, or a stockholder or other proprietor owning more than a 5% interest in any competitor of our Group; or

(g) the date on which it is no longer possible to satisfy any outstanding conditions to vesting.

If the Grantee's employment or service with our Company or its subsidiaries is terminated for any reason other than for Cause (as defined below) (including by reason of resignation, retirement, death, disability or non-renewal of the employment or service agreement upon its expiration for any reason other than for Cause), the Board shall determine at its absolute discretion and shall notify the Grantee whether any unvested RSU granted to such Grantee shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall not vest, such RSU shall be cancelled automatically with effect from the date on which the Grantee's employment or service is terminated.

For the purpose of the Post-IPO RSU Plan, "Cause" means, with respect to a Grantee, the summary termination of employment or office on any one or more of the following grounds: the Grantee has been guilty of misconduct, or has been convicted of any criminal offence involving his integrity or honesty or (if so determined by the Board in its absolute discretion) on any other ground on which the relevant company in our Group would be entitled to terminate his employment or office summarily at common law or pursuant to any applicable laws or under the Grantee's service contract with the relevant company in our Group. Notwithstanding the foregoing, a resolution of the Board or the board of directors of the relevant subsidiary to the effect that the employment or office of a grantee has or has not been terminated on one or more of the grounds specified herein shall be conclusive.

The Board may at any time cancel any unvested RSUs granted to a grantee subject to consent by the Grantee.

***(k) Alternation or amendment of the Post-IPO RSU Plan***

The terms of the Post-IPO RSU Plan 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 this Scheme of a material nature shall be approved by our Shareholders. The Board shall have the right to determine whether any proposed alteration, amendment or waiver is material and such determination shall be conclusive.

*(l) Termination of the Post-IPO RSU Plan*

The Post-IPO RSU Plan may be terminated at any time prior to the expiry of the plan period by the Board provided that such termination shall not affect any subsisting rights of an Grantee hereunder. For the avoidance of doubt, no further Awards shall be granted after the Post-IPO RSU Plan is terminated but in all other respects the provisions of the Post-IPO RSU Plan shall remain in full force and effect. No further Award shall be granted after such termination; however, all awards granted prior to such termination and not vested on the date of termination shall remain valid. In such event, the Board shall notify the trustee and all Grantees of such termination and how our Shares held by the trustee on trust and other interests or benefits in relation to the outstanding awards shall be dealt with.

**E. OTHER INFORMATION**

**1. 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 under the laws of the Cayman Islands or PRC.

**2. Litigation**

As of the Latest Practicable Date, we are not aware of any other litigation or claims of material importance pending or threatened against us that could have a material adverse effect on our financial condition or results of operations.

**3. Application for Listing**

The Joint Sponsors have made an application on behalf of our Company to the Stock Exchange for the listing of, and permission to deal in, our Shares in issue and to be issued as mentioned in this prospectus. All necessary arrangements have been made to enable such Shares into CCASS.

**4. Joint Sponsors**

The Joint Sponsors satisfy the independence criteria applicable to sponsor set out in Rule 3A.07 of the Listing Rules. The fee payable to each of the Joint Sponsors in respect of its services as sponsor for the Listing is approximately USD400,000 and payable by us.

## 5. Preliminary Expenses

We have not incurred any material expenses in relation to the incorporation of our Company.

## 6. Promoter

We have no promoter for the purpose of the Listing Rules. Save as disclosed in this prospectus, within the two years immediately preceding the date of this prospectus, no cash, securities or other benefit has been paid, allotted or given nor are any proposed to be paid, allotted or given to any promoters in connection with the Global Offering and the related transactions described in this prospectus.

## 7. Qualification of Experts

The following are the qualifications of the experts who have given opinion or advice which are contained in this prospectus:

Morgan Stanley Asia Limited	Licensed corporation to conduct Type 1 (dealing in securities), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 9 (Asset management) regulated activities as defined under the SFO
China International Capital Corporation Hong Kong Securities Limited	A company licensed to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) of regulated activities as defined under the SFO
Credit Suisse (Hong Kong) Limited	A corporation licensed under the SFO to carry on types 1 (dealing in securities), 2 (dealing in futures contracts), 4 (advising on securities), 5 (advising on futures contracts), 6 (advising on corporate finance) and 9 (asset management) regulated activities
PricewaterhouseCoopers	Certified Public Accountants under Professional Accountant Ordinance (Cap. 50) and Registered Public Interest Entity Auditor under Financial Reporting Council Ordinance (Cap. 588)
Tian Yuan Law Firm	PRC legal advisor
Maples and Calder (Hong Kong) LLP	Cayman Islands legal advisor
Frost & Sullivan International Limited	Industry consultant
Protiviti Shanghai Co., Ltd.	Internal control consultant

## 8. Consents of Experts

Each of the experts referred to in “E. Other Information — 7. Qualification of Experts” has given and has not withdrawn its respective written consent to the issue of this prospectus with the inclusion of its report and/or letter and/or opinion and/or the references to its name included in this prospectus in the form and context in which it is respectively included.

## 9. Binding Effect

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

## 10. Hong Kong Taxation

### (a) Capital Gains and Profit Tax

No tax is imposed in Hong Kong in respect of capital gains from the sale of our Shares. Trading gains from the sale of our Shares by persons carrying on a trade, profession or business in Hong Kong, where such gains are derived from or arise in Hong Kong from such trade, profession or business, will be chargeable to Hong Kong profits tax.

### (b) Stamp Duty

Hong Kong stamp duty will be payable by the purchaser on every purchase, and by the seller on every sale, of our Shares. The duty is charged at the *ad valorem* rate of 0.1% of the consideration for, or (if greater) the value of, our Shares transferred on each of the seller and purchaser. In other words, a total of 0.2% is currently payable on a typical sale and purchase transaction of our Shares.

In addition, a fixed duty of HKD5 is charged on each instrument of transfer (if required). Where a sale or purchase of our Shares is effected by a person who is not a resident of Hong Kong and any stamp duty payable on the instrument of transfer is not paid, the relevant instrument of transfer (if any) will be chargeable with such duty, together with the duty otherwise chargeable thereon, and the transferee will be liable to pay such duty.

### (c) Estate Duty

The Revenue (Abolition of Estate Duty) Ordinance 2005 came into effect on February 11, 2006 in Hong Kong, pursuant to which estate duty ceased to be chargeable in Hong Kong in respect of the estates of persons dying on or after that date. No Hong Kong estate duty is payable and no estate duty clearance papers are needed for an application for a grant of representation in respect of holders of Shares whose death occur on or after February 11, 2006.

## 11. Reserves available for distribution

As of September 30, 2020, we have reserves of available for distribution to our Shareholders. Our Board declared a special dividend on February 5, 2021. See “Financial Information” for further Information.

**12. Miscellaneous**

- (a) Save as disclosed in this prospectus, within the two years immediately preceding the date of this prospectus:
  - (i) no share or loan capital of our Company or any of its subsidiaries has been issued or agreed to be issued or is proposed to be fully or partly paid either for cash or a consideration other than cash;
  - (ii) no share or loan capital of our Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
  - (iii) no founders or management or deferred shares of our Company or any of its subsidiaries have been issued or agreed to be issued;
  - (iv) no commissions, discounts, brokerages or other special terms have been granted or agreed to be granted in connection with the issue or sale of any share or loan capital of our Company or any of its subsidiaries; and
  - (v) no commission has been paid or is payable for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any share in our Company or any of its subsidiaries.
- (b) Save as disclosed in this prospectus, our Group had not issued any debentures nor did it have any outstanding debentures nor any convertible debt securities.
- (c) Our Directors confirm that:
  - (i) there has been no material adverse change in the financial or trading position or prospects of our Group since September 30, 2020 (being the date to which the latest audited consolidated financial statements of our Group were prepared); and
  - (ii) there is no arrangement under which future dividends are waived or agreed to be waived; and
  - (iii) 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 prospectus.
- (d) Our principal register of members will be maintained by our principal registrar, Maples Fund Services (Cayman) Limited, in the Cayman Islands and our Hong Kong register of members will be maintained by our Hong Kong Share Registrar, Tricor Investor Services Limited, in Hong Kong. Unless the Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by our Hong Kong Share Registrar and may not be lodged in the Cayman Islands.

- (e) All necessary arrangements have been made to enable our Shares to be admitted into CCASS for clearing and settlement.
- (f) No company within our Group is presently listed on any stock exchange or traded on any trading system.
- (g) The English and Chinese language versions of this prospectus are being published separately, in reliance upon the exemption provided by section 4 of the Companies (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).