

## APPENDIX IV

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### A. FURTHER INFORMATION ABOUT OUR COMPANY AND ITS SUBSIDIARIES

#### 1. Incorporation of Our Company

Our Company was incorporated in the Cayman Islands under the Cayman Companies Act as an exempted company with limited liability on 4 March 2019. The Company has established its principal place of business in Hong Kong at 40/F, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong and was registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 7 July 2021. The Company has appointed Ms. Zhang Xiao of 40th Floor, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong as the authorized representative of our Company for the acceptance of service of process and notices in Hong Kong.

Since our Company was incorporated in the Cayman Islands, its operation is subject to the Cayman Companies Act and its constitution comprising the Memorandum and the Articles. A summary of various provisions of the Company's constitution and certain relevant aspects of the Cayman Companies Act is set out in Appendix III to this document.

#### 2. Changes in Share Capital of Our Company

As at the date of incorporation of our Company on 4 March 2019, its authorized share capital was US\$50,000 divided into 50,000 Shares with a par value of US\$1.00 each. Upon its incorporation, one Share was allotted and issued to its initial subscriber fully paid at par, who then transferred the same to Wellmark BVI on the same day.

On 18 May 2021, our Company subdivided each of its existing issued and unissued Shares with a par value of US\$1.00 each in its share capital into 100 ordinary Shares with a par value of US\$0.01 each, such that thereafter, the authorized share capital of our Company becomes US\$50,000 divided into 5,000,000 Shares with a par value of US\$0.01 each.

On 18 May 2021, our Company allotted and issued 2,416,400, 270,000, 900,000, 913,500, 388,235, 88,235 and 23,530 Shares for cash at par to Wellmark BVI, WLF BVI, Rikan LLP, Montesy Capital BVI, Shanghai Tianyi BVI, Zhongwei Tengyun BVI and Hansson BVI, respectively. Upon completion of the aforesaid allotment, our Company was owned as to 48.33%, 5.4%, 18%, 18.27%, 7.7647%, 1.7647% and 0.4706% by Wellmark BVI, WLF BVI, Rikan LLP, Montesy Capital BVI, Shanghai Tianyi BVI, Zhongwei Tengyun BVI and Hansson BVI, respectively.

On 27 April 2022, the Company increased its authorized share capital from US\$50,000 divided into 5,000,000 Shares to US\$20,000,000 divided into 2,000,000,000 Shares with a par value of US\$0.01 each by the creation of an additional 1,995,000,000 Shares.

Assuming that the [REDACTED] becomes unconditional and the issue of the Shares pursuant to the [REDACTED] and the [REDACTED] mentioned herein are made, but not taking into account of any Shares which may be issued upon the exercise of the [REDACTED] and any Shares which may be issued upon the exercise of any options which may be granted under the Share Option Scheme, the issued share capital of our Company will be US\$4,500,000 divided

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into 450,000,000 Shares fully paid or credited as fully paid. Other than pursuant to any options which may be granted under the Share Option Scheme, the exercise of the [REDACTED] or the exercise of the general mandate to issue shares referred to in paragraph headed "—A. Further Information about our Company and its Subsidiaries—3. Written Resolutions of all the Shareholders passed on 27 April 2022 and 22 June 2022" below in this section, there is no present intention to issue any part of the authorized but unissued share capital of our Company and, without prior approval of the Shareholders in general meeting, no issue of Shares will be made which would effectively alter the control of our Company.

Save as disclosed herein and in paragraph headed "—A. Further Information about our Company and its Subsidiaries—4. Corporate Reorganization" below in this section, there has been no alteration in the share capital of our Company since its incorporation.

### 3. Written Resolutions of all the Shareholders passed on 27 April 2022 and 22 June 2022

On 27 April 2022 and 22 June 2022, written resolutions of all the Shareholders were passed pursuant to which, among others:

- (a) the Memorandum be and was thereby approved and adopted with immediate effect and the Articles be and were thereby conditionally approved and adopted which will come into effect on the [REDACTED], the terms of which are summarized in Appendix III to this document;
- (b) the authorized share capital of the Company be increased from US\$50,000 divided into 5,000,000 Shares with a par value of US\$0.01 each to US\$20,000,000 divided into 2,000,000,000 Shares with a par value of US\$0.01 each by the creation of an additional 1,995,000,000 Shares ranking *pari passu* with the existing Shares with immediate effect;
- (c) conditional on (A) the [REDACTED] granting the [REDACTED] of, and permission to [REDACTED], the Shares in issue and the Shares to be issued as mentioned herein (including any Shares which may be issued pursuant to the [REDACTED], the [REDACTED], the [REDACTED] and the Share Option Scheme); (B) the entering into of the agreement on the [REDACTED] between the [REDACTED] (for itself and on behalf of the [REDACTED]) and the Company; and (C) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional (including, if relevant, as a result of the waiver of any condition(s) by the [REDACTED] (for itself and on behalf of the [REDACTED])), and not being terminated in accordance with the terms of such agreement or otherwise, in each case on or before the date determined in accordance with the terms of the [REDACTED]:
  - (i) the [REDACTED] was approved and our Directors were authorized to effect the same and to allot and issue the [REDACTED] pursuant to the [REDACTED];
  - (ii) the [REDACTED] was approved and our Directors were authorized to allot and issue any Shares which may be required to be issued if the [REDACTED] is exercised;

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- (iii) the rules of the Share Option Scheme, the principal terms of which are set out in paragraph "—D. Other Information—1. Share Option Scheme" below, were approved and adopted and our Directors were authorized, at their absolute discretion, to grant options to subscribe for Shares under the Share Option Scheme and to allot, issue and deal with Shares issued pursuant thereunder and to take all such steps as they consider necessary or desirable to implement and give effect to the Share Option Scheme; and
- (iv) conditional upon the share premium amount of our Company being credited as a result of the [REDACTED], our Directors were authorized to capitalize the amount of US\$[REDACTED] from the amount standing to the credit of the share premium account of our Company to pay up in full at par [REDACTED] Shares for allotment and issue to the person(s) whose name(s) appears on the register of members of our Company as at the date of the passing of the resolution, on a pro rata basis;
- (v) a general unconditional mandate was given to our Directors authorizing them to exercise all the powers of our Company to allot, issue and deal in (otherwise than by way of rights issue or an issue of shares upon the exercise of the [REDACTED] or any subscription or conversion rights attaching to any warrants or any securities which are convertible into Shares or pursuant to the exercise of any options which may be granted under the Share Option Scheme, or any other option scheme or similar arrangement for the time being adopted for the grant or issue to officers and/or employees of our Company and/or any of its subsidiaries or any other person of share or rights to acquire Shares or any scrip dividend schemes or similar arrangements providing for the allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles or a specific authority granted by the Shareholders in general meeting) any unissued Shares with a total nominal value not exceeding 20% of the aggregate of the total nominal value of the share capital of our Company in issue immediately following completion of the [REDACTED] and the [REDACTED] (excluding any Shares that may be issued upon exercise of the [REDACTED] or pursuant to the exercise of any options which may be granted under the Share Option Scheme) and to make or grant offers, agreements and options (including but not limited to warrants, bonds and debentures convertible into Shares) which might require the exercise of such power to issue Shares until whichever is the earliest of:
  - (1) the conclusion of the next annual general meeting of our Company;
  - (2) the expiration of the period within which the next annual general meeting of our Company is required by the Articles or any applicable laws of the Cayman Islands to be held; or
  - (3) the passing of an ordinary resolution of the Shareholders in general meeting revoking, varying or renewing such mandate;

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- (vi) a general unconditional mandate was given to our Directors authorizing them to exercise all powers of our Company to repurchase on the [REDACTED] or on any other [REDACTED] on which the Shares may be [REDACTED], and which is recognized by the SFC and the [REDACTED] for this purpose, such number of Shares with a total nominal value not exceeding 10% of the aggregate of the total nominal value of the share capital of the Company in issue immediately following completion of the [REDACTED] and the [REDACTED] (excluding any Shares that may be issued upon exercise of the [REDACTED] or pursuant to the exercise of any options which may be granted under the Share Option Scheme), such mandate to remain in effect until whichever is the earliest of:
- (1) the conclusion of the next annual general meeting of our Company;
  - (2) the expiration of the period within which the next annual general meeting of our Company is required by the Articles or applicable laws of the Cayman Islands to be held; or
  - (3) the passing of an ordinary resolution of the Shareholders in general meeting revoking, varying or renewing such mandate;
- (vii) the general unconditional mandate mentioned in paragraph (v) above was 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 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 repurchase Shares referred to in paragraph (vi) above provided that such extended amount shall not exceed 10% of the aggregate of the total nominal value of the share capital of our Company in issue immediately following completion of the [REDACTED] and the [REDACTED] (excluding any Shares that may be issued upon exercise of the [REDACTED] or pursuant to the exercise of any options which may be granted under the Share Option Scheme).

### 4. Corporate Reorganization

In preparation for the [REDACTED], the companies comprising our Group underwent the Reorganization to rationalize the corporate structure of our Group. For further details, see "History, Reorganization and Corporate Structure—Reorganization" in this document.

### 5. Changes in Share Capital of Our Subsidiaries

Save as disclosed in the section headed "History, Reorganization and Corporate Structure" in this document, there has been no alterations in the share capital of any of our subsidiaries within the two years preceding the date of this document.

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### 6. Particulars of Our Subsidiaries

Particulars of our subsidiaries are set forth in the Accountants' Report, the text of which is set forth in Appendix I to this document.

### 7. Repurchase of Our Own Securities

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

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

The Listing Rules permit companies whose primary [REDACTED] is on the [REDACTED] to repurchase their securities on the [REDACTED] subject to certain restrictions, the most important of which are summarized below:

##### (i) Shareholders' approval

All proposed repurchases of securities on the [REDACTED] by a company with its primary [REDACTED] on the [REDACTED] must be approved in advance by an ordinary resolution, either by way of general mandate or by specific approval in relation to specific transactions.

*Note:* Pursuant to the written resolution of all the Shareholders passed on 27 April 2022, a general unconditional mandate (the "**Repurchase Mandate**") was given to the Directors authorizing any repurchase by the Company of Shares as described above in the paragraph headed "—A. Further Information about our Company and its Subsidiaries—3. Written Resolutions of all the Shareholders passed on 27 April 2022 and 22 June 2022."

##### (ii) Source of funds

Any repurchases must be financed out of funds legally available for the purpose in accordance with the Memorandum and Articles and the applicable laws and regulations of the Cayman Islands.

#### (b) Funding of Repurchases

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

Pursuant to the Repurchase Mandate, repurchases will be made out of funds of our Company legally permitted to be utilized in this connection, including profits of our Company or out of a fresh issue of Shares made for the purpose of the repurchase or, if authorized by the Articles and subject to the Cayman Companies Act, out of capital and, in the case of any premium payable on the repurchase, out of the profits of our Company or from sums standing to the credit of the share premium account of our Company or, if authorized by the Articles and subject to the Cayman Companies Act, out of capital of our Company. Our Company may not

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repurchase securities on the [REDACTED] for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the [REDACTED] from time to time.

### **(c) Reasons for Repurchases**

Repurchases of Shares will only be made when our Directors believe that such a repurchase will benefit our Company and the Shareholders as a whole. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net assets value of our Company and/or its earnings per Share.

### **(d) Exercise of the Repurchase Mandate**

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately after completion of the [REDACTED] and the [REDACTED] without taking into account of any Shares which may be issued upon the exercise of the [REDACTED] and any options which may be granted under the Share Option Scheme, would result in up to [REDACTED] Shares being repurchased by our Company during the course of the period (the "Relevant Period") prior to the earliest of:

- (i) the conclusion of the next annual general meeting of our Company;
- (ii) the expiration of the period within which the next annual general meeting of our Company is required by the Articles and the applicable laws and regulations of the Cayman Islands to be held; or
- (iii) the revocation, variation or renewal of the Repurchase Mandate by ordinary resolution of the Shareholders in general meeting.

### **(e) General**

Neither the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their respective close associates (as defined in the Listing Rules) has any present intention, if the Repurchase Mandate is approved by the Shareholders, to sell any Shares to our Company or its subsidiaries.

There might be a material adverse impact on the working capital or gearing position of our Company (as compared with the position disclosed in this document) in the event that the Repurchase Mandate is exercised in full. However, our Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Company or on its gearing levels which in the opinion of our Directors are from time to time appropriate for our Company.

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

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If, as a result of a repurchase of Shares, a Shareholder's proportionate interest in the voting rights of our Company increases, such increase will be treated as an acquisition for the purpose of the Takeovers Code. As a result, a Shareholder, or a group of Shareholders acting in concert (within the meaning under the Takeovers Code), depending on the level of increase of the Shareholder(s), could obtain or consolidate control of our Company and become(s) obliged under Rule 26 of the Takeovers Code to make a mandatory offer as a result of a repurchase of Shares made after the [REDACTED]. Save as aforesaid, our Directors are not aware of any other consequences under the Takeovers Code as a result of a repurchase of Shares made immediately after the [REDACTED].

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

### B. FURTHER INFORMATION ABOUT OUR BUSINESS

#### 1. Summary of Material Contracts

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

- (1) the equity transfer agreement dated 27 September 2020 entered into between Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) and Mr. Wu Yushu, pursuant to which Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) transferred the entire equity interest in Guangzhou Jiasi Information Technology Company Limited (廣州嘉思信息科技有限公司) to Mr. Wu Yushu at a consideration of RMB10,000;
- (2) the reorganization agreement dated 28 January 2021 entered into among Mr. Wu Yushu, Ms. Wang Lifang, Ms. Wu Meirong, Mr. Wu Chunjiang, Zhuhai Riqian Investment Partnership Enterprise (LLP) (珠海日乾投資合夥企業(有限合夥)), Shanghai Tianyi Assets Management Co., Ltd (上海天億資產管理有限公司), Jiangsu Jiequan Zhongwei Tengyun Pharmaceutical Industrial Investment Fund (LLP) (江蘇惠泉中衛騰雲醫藥健康產業投資基金(有限合夥)), Shanghai Meijiu Corporate Consulting Partnership Enterprise (LLP) (上海美九企業管理諮詢合夥企業(有限合夥)), Wellmark Link Limited, WLF Investment Holdings Limited, Montesy Capital Holding Ltd, Hansson Holdings Limited, Rikan Industry Investment Limited Partnership, Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) and our Company in relation to the Reorganization;
- (3) the termination agreement dated 31 December 2020 entered into among Shanghai Tianyi Assets Management Co., Ltd (上海天億資產管理有限公司), Jiangsu Jiequan Zhongwei Tengyun Pharmaceutical Industrial Investment Fund (LLP) (江蘇惠泉中衛騰雲醫藥健康產業投資基金(有限合夥)) and Shanghai Meijiu Corporate Consulting Partnership Enterprise (LLP) (上海美九企業管理諮詢合夥企業(有限合夥)) on one hand and Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), Mr. Wu Yushu, Ms. Wu Meirong, Ms. Wang Lifang, Mr. Wu Chunjiang and Zhuhai Riqian Investment Partnership Enterprise (LLP) (珠海日乾投資合夥企業(有限合夥)) on the

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- other hand, pursuant to which the investment agreement and its supplement agreement both dated 28 March 2017 entered into among Shanghai Tianyi Assets Management Co., Ltd (上海天億資產管理有限公司), Ms. Shu Meizhen, Mr. Xu Haixun, Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), Mr. Wu Yushu, Ms. Wu Meirong, Ms. Wang Lifang, Mr. Wu Chunjiang and Zhuhai Riqian Investment Partnership Enterprise (LLP) (珠海日乾投資合夥企業(有限合夥)) were terminated;
- (4) the equity transfer agreement dated 4 February 2021 entered into between Mr. Qin Jianzeng and Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), pursuant to which Mr. Qin Jianzeng transferred 30% equity interest in Guangzhou Sinohealth Pushi Technology Development Company Limited (廣州中康普世科技發展有限公司) to Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) at the consideration of RMB1,500,000;
  - (5) the equity transfer agreement dated 29 April 2021 entered into between Mr. Wu Yushu and Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), pursuant to which, Mr. Wu Yushu transferred the entire equity interest in Guangzhou Jiasi Information Technology Company Limited (廣州嘉思信息科技有限公司) to Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) at the consideration of RMB1,000,000;
  - (6) the equity transfer agreement dated 28 April 2021 entered into among Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), Mr. Lv Shijian and Guangzhou Rilang Consulting Partnership Enterprise (LLP) (廣州日朗諮詢合夥企業(有限合夥)), pursuant to which, Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) acquired 33% and 3% equity interests in Guangzhou Kangpu Corporate Consulting Company Limited (廣州康普企業諮詢有限公司) from Mr. Lv Shijian and Guangzhou Rilang Consulting Partnership Enterprise (LLP) (廣州日朗諮詢合夥企業(有限合夥)) at the consideration of RMB990,000 and RMB1, respectively;
  - (7) the business cooperation agreement dated 8 June 2021 entered into among Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司), Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), Mr. Wu Yushu and Ms. Wang Lifang (Mr. Wu Yushu and Ms. Wang Lifang, together the "**VIE Shareholders**"), whereby, among others, Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) agreed to engage Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) as its exclusive provider of business support, technical and consulting services to the extent permitted under PRC laws in exchange for service fees;
  - (8) the business cooperation agreement dated 6 May 2022 entered into among Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司), Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) and its subsidiaries, namely Guangzhou Xinyi Consulting Company Limited (廣州新益諮詢有限公司), Hainan Sinohealth Technology Company Limited (海南中康科技有限公司), Guangzhou Jiasi Information Technology Company Limited (廣州嘉思信息科技有限公司), Guangzhou Xinkang Information Technology Company Limited (廣州心康信息科技有限公司), Guangzhou Sinohealth Jianshu Intelligence Technology Company Limited (廣州中康健數智能科技有限公司), Guangzhou Zhuomuniao Medical Clinic Company Limited (廣州卓睦鳥醫療門診有限公司), Beijing Sinohealth Junyi Digital Technology



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- Company Limited (北京中康君毅數字科技有限公司), Guangzhou Xinshun Technology Company Limited (廣州心順科技有限公司), Jiangxi Xinshun Medicine Company Limited (江西心順藥業有限公司), Beijing Sinohealth Tong Digital Technology Company Limited (北京中康通數字科技有限公司), Guangzhou Junyi Consulting Partnership Enterprise (LLP) (廣州君宜諮詢合夥企業(有限合夥)) (collectively, the “**Sinohealth Subsidiaries**”), whereby, among others, the Sinohealth Subsidiaries agreed to engage Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) as their exclusive provider of business support, technical and consulting services to the extent permitted under PRC laws in exchange for service fees;
- (9) the exclusive option agreement dated 8 June 2021 entered into among Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司), Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) and the VIE Shareholders, pursuant to which, Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) was granted an irrevocable and exclusive right to purchase from the VIE Shareholders all or any part of their equity interests in Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) by itself or through its appointee(s) for a nominal price or the lowest value permitted by the then applicable PRC law;
- (10) the exclusive option agreement dated 6 May 2022 entered into among Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司), Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), the Sinohealth Subsidiaries, Mr. Zhou Pingping, Mr. Xie Chaoliang, Mr. Tang Keke, Mr. Sun Zihao, Mr. Xiao Lin, Mr. Wang Mengliang and Mr. Cao Chengzhi (the aforesaid individual shareholders collectively, the “**Other VIE Shareholders**”), pursuant to which, Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) was granted an irrevocable and exclusive right to purchase from Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) all or any part of its respective equity interests in the Sinohealth Subsidiaries by itself or through its appointee(s) for a nominal price or the lowest value permitted by the then applicable PRC law;
- (11) the equity pledge agreement and its supplemental agreement dated 8 June 2021 and 6 May 2022, respectively, entered into among Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司), Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) and the VIE Shareholders, pursuant to which the VIE Shareholders pledged all of their respective equity interests in Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) to Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) as collateral security, among others, (i) for any or all of Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) and the Sinohealth Subsidiaries’ payments due to Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司); and (ii) to guarantee the performance of their respective obligations under the business cooperation agreements, the exclusive option agreements and the voting rights proxy agreements;
- (12) the voting rights proxy agreement dated 8 June 2021 entered into among Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司), Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) and the VIE Shareholders, pursuant to which the VIE Shareholders unconditionally and irrevocably

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- authorized Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) to act on their behalf to exercise all of their shareholders’ rights in Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司);
- (13) the voting rights proxy agreement dated 6 May 2022 entered into among Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司), Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), the Sinohealth Subsidiaries, and the Other VIE Shareholders, pursuant to which Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) unconditionally and irrevocably authorized Guangzhou Zhongkang Digital Technology Co Ltd (廣州中康數字科技有限公司) to act on its behalf to exercise all of its shareholders’ rights in the Sinohealth Subsidiaries;
- (14) the equity transfer agreement dated 23 February 2022 entered into between Guangzhou Xinyi Consulting Company Limited (廣州新益諮詢有限公司) and Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司), pursuant to which Guangzhou Xinyi Consulting Company Limited (廣州新益諮詢有限公司) transferred 35% equity interest in Guangzhou Xinshun Technology Company Limited (廣州心順科技有限公司) to Guangzhou Sinohealth Information Co., Ltd (廣州中康資訊股份有限公司) at the consideration of RMB3,500,000;
- (15) the deed of indemnity dated 27 April 2022 executed by our Controlling Shareholders in favor of our Company (for itself and as trustee for its subsidiaries) containing the indemnities referred to in the sub-paragraph headed “—D. Other Information—3. Estate Duty, Tax and Other Indemnity” in this Appendix;
- (16) [REDACTED];
- (17) [REDACTED];
- (18) [REDACTED];

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(19) [REDACTED]; and

(20) the [REDACTED].

**2. Intellectual Property of our Group**

**(a) Trademarks**

As at the Latest Practicable Date, we were the registered owner of the following trademarks which are material to our business:

No.	Trademark	Registration No.	Trademark Owner	Place of Registration	Class	Duration of validity
1		14499139	Sinohealth Information	PRC	9	From 14 June 2015 to 13 June 2025
2		14499310	Sinohealth Information	PRC	41	From 7 September 2015 to 6 September 2025
3		14499436	Sinohealth Information	PRC	35	From 14 June 2015 to 13 June 2025
4		14499222	Sinohealth Information	PRC	42	From 14 June 2015 to 13 June 2025
5	药店人	14499574	Sinohealth Information	PRC	38	From 14 June 2015 to 13 June 2025
6	Sinohealth <sup>®</sup>	25089806	WFOE	PRC	9	From 7 July 2019 to 6 July 2029
7	Sinohealth <sup>®</sup>	11158560	WFOE	PRC	16	From 21 November 2013 to 20 November 2023
8	中康资讯	26386267	Sinohealth Information	PRC	9	From 21 November 2018 to 20 November 2028
9	中康资讯	34697999	Sinohealth Information	PRC	35	From 28 January 2020 to 27 January 2030

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<u>No.</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Trademark Owner</u>	<u>Place of Registration</u>	<u>Class</u>	<u>Duration of validity</u>
10	中康资讯	11866020	Sinohealth Information	PRC	41	From 21 January 2016 to 20 January 2026
11	中康资讯	25090056	Sinohealth Information	PRC	41	From 14 June 2019 to 13 June 2029
12	中康资讯	34698006	Sinohealth Information	PRC	42	From 21 December 2019 to 20 December 2029
13	中康	11866022	Sinohealth Information	PRC	41	From 21 January 2016 to 20 January 2026
14	新康果	46801066	WFOE	PRC	9	From 7 March 2021 to 6 March 2031
15	新康果	13359003	WFOE	PRC	35	From 28 January 2015 to 27 January 2025
16	新康果	46776657	WFOE	PRC	41	From 7 March 2021 to 6 March 2031
17	新康果	13358945	WFOE	PRC	42	From 14 January 2015 to 13 January 2025
18	西   普   会	11497584	WFOE	PRC	35	From 21 February 2014 to 20 February 2024
19	西   普   会	11421346	WFOE	PRC	41	From 7 February 2014 to 6 February 2024
20	cpeo	11421345	WFOE	PRC	41	From 7 August 2018 to 6 August 2028
21	CMH	25102997A	Sinohealth Information	PRC	35	From 28 July 2018 to 27 July 2028
22	CMH	34300879	Sinohealth Information	PRC	35	From 28 January 2020 to 27 January 2030
23	CMH	11153276	Sinohealth Information	PRC	41	From 21 November 2013 to 20 November 2023
24	CMH	11153318	Sinohealth Information	PRC	42	From 21 November 2013 to 20 November 2023
25	心康	16384639A	WFOE	PRC	9	From 21 May 2016 to 20 May 2026

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No.	Trademark	Registration No.	Trademark Owner	Place of Registration	Class	Duration of validity
26	心康	16384679A	WFOE	PRC	42	From 21 May 2016 20 May 2026
27	心康	16384679	WFOE	PRC	42	From 21 December 2017 to 20 December 2027
28	<b>第一药店</b> The First Pharmacy	9803451	WFOE	PRC	16	From 28 November 2012 to 27 November 2022
29		7168619	WFOE	PRC	35	From 7 September 2010 to 6 September 2030
30	心康助手	22871252	WFOE	PRC	9	From 14 May 2018 to 13 May 2028
31	心康助手	28677308	WFOE	PRC	42	From 28 May 2019 to 27 May 2029
32	中康开思	27847473	Sinohealth Information	PRC	9	From 7 November 2018 to 6 November 2028
33	中康开思	27836630	Sinohealth Information	PRC	35	From 7 November 2018 to 6 November 2028
34	中康开思	46775433	WFOE	PRC	41	From 21 January 2021 to 20 January 2031
35	中康开思	27836660	Sinohealth Information	PRC	42	From 7 November 2018 to 6 November 2028
36	中康钛思	27833808	Sinohealth Information	PRC	9	From 7 November 2018 to 6 November 2028
37	中康钛思	27832710	Sinohealth Information	PRC	35	From 7 November 2018 to 6 November 2028
38	中康钛思	27836836	Sinohealth Information	PRC	42	From 7 November 2018 to 6 November 2028
39	心康云	22871463	WFOE	PRC	9	From 14 May 2018 to 13 May 2028
40	心康云	27971357	WFOE	PRC	42	From 21 November 2018 to 20 November 2028






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<u>No.</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Trademark Owner</u>	<u>Place of Registration</u>	<u>Class</u>	<u>Duration of validity</u>
41	心康云	22871510	WFOE	PRC	42	From 28 April 2018 27 April 2028
42	AI-MDT	36376238	WFOE	PRC	35	From 7 October 2019 to 6 October 2029
43	AI-MDT	36379777	WFOE	PRC	41	From 7 October 2019 to 6 October 2029
44	AI-MDT	36379785	WFOE	PRC	42	From 7 October 2019 to 6 October 2029
45	AI-MDT	36377723	WFOE	PRC	44	From 7 October 2019 to 6 October 2029
46		36377421	WFOE	PRC	35	From 21 December 2019 to 20 December 2029
47		36367478	WFOE	PRC	41	From 7 October 2019 to 6 October 2029
48		36377651	WFOE	PRC	42	From 21 October 2019 to 20 October 2029
49		36369544	WFOE	PRC	44	From 14 October 2019 to 13 October 2029
50	心康购	44710155	Sinohealth Information	PRC	9	From 7 February 2021 to 6 February 2031
51	心康购	44701946	Sinohealth Information	PRC	38	From 28 October 2020 to 27 October 2030
52	心康购	44687487	Sinohealth Information	PRC	42	From 14 February 2021 to 13 February 2031
53	心康购	44691823	Sinohealth Information	PRC	44	From 14 January 2021 to 13 January 2031
54	中康美思會	46780744	WFOE	PRC	35	From 21 January 2021 to 20 January 2031

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<u>No.</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Trademark Owner</u>	<u>Place of Registration</u>	<u>Class</u>	<u>Duration of validity</u>
55	中康美思會	46776585	WFOE	PRC	41	From 14 January 2021 to 13 January 2031
56	卓睦鳥	46731366	WFOE	PRC	9	From 28 January 2021 to 27 January 2031
57	卓睦鳥	46753469	WFOE	PRC	41	From 14 March 2021 to 13 March 2031
58	卓睦鳥	46738400	WFOE	PRC	44	From 14 March 2021 to 13 March 2031
59	卓睦鳥	46753429	WFOE	PRC	10	From 28 March 2021 to 27 March 2031
60	卓睦鳥	46723770	WFOE	PRC	35	From 28 March 2021 to 27 March 2031
61	卓睦鳥	46731390	WFOE	PRC	42	From 14 March 2021 to 13 March 2031
62		50029284	WFOE	PRC	9	From 7 May 2021 to 6 May 2031
63		50015978	WFOE	PRC	38	From 7 May 2021 to 6 May 2031
64		50029666	WFOE	PRC	41	From 7 May 2021 to 6 May 2031
65		50025332	WFOE	PRC	42	From 7 May 2021 to 6 May 2031
66		50037903	WFOE	PRC	44	From 7 May 2021 to 6 May 2031
67	中康资讯	46782278	Sinohealth Information	PRC	16	From 21 March 2021 to 20 March 2031
68	中康科技	46776448	Sinohealth Information	PRC	9	From 7 April 2021 to 6 April 2031

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No.	Trademark	Registration No.	Trademark Owner	Place of Registration	Class	Duration of validity
69	中康科技	46782500	Sinohealth Information	PRC	41	From 14 March 2021 to 13 March 2021
70		305476041	Sinohealth Information	Hong Kong	9/35/41/42/44	From 11 December 2020 to 10 December 2030
71	中康健康云系	51056435	Sinohealth Information	PRC	35	From 21 October 2021 to 20 October 2031
72	中康云系	51071618	Sinohealth Information	PRC	9	From 21 October 2021 to 20 October 2031
73	药顺顺	54466910	Guangzhou Xinshun	PRC	44	From 7 October 2021 to 6 October 2031
74	中康科技	305623191	WFOE	Hong Kong	9/16/35/41/42/44	From 12 May 2021 to 11 May 2031

As at the Latest Practicable Date, we applied to register the following trademarks which are material to our business:

No.	Trademark	Place of Application	Applicant	Class	Date of Application	Application No.
1		PRC	Guangzhou Xinshun	44	19 March 2021	54474060
2	中康西鼎会	PRC	WFOE	35	17 January 2022	62194967
3	中康西鼎会	PRC	WFOE	41	17 January 2022	62198958
4	中康西鼎会	PRC	WFOE	9	17 January 2022	62208104
5	中康西鼎会	PRC	WFOE	42	17 January 2022	62182082
6	中康西鼎会	PRC	WFOE	5	17 January 2022	62232930
7	中康西鼎会	PRC	WFOE	10	17 January 2022	62188448
8	中康西鼎会	PRC	WFOE	44	17 January 2022	62189934



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No.	Trademark	Place of Application	Applicant	Class	Date of Application	Application No.
9	中康西鼎会	PRC	WFOE	16	17 January 2022	62211471
10	西鼎会	PRC	WFOE	41	17 January 2022	62189961
11	med leap	PRC	WFOE	9	27 January 2022	62434961
12	med leap	PRC	WFOE	10	27 January 2022	62433438
13	med leap	PRC	WFOE	35	27 January 2022	62431203
14	med leap	PRC	WFOE	42	27 January 2022	62425193
15	med leap	PRC	WFOE	44	27 January 2022	62431239

**(b) Domain names**

As at the Latest Practicable Date, we were the registered proprietor of the following domain names:

No.	Registrant	Domain Name	Date of Registration	Expiry Date
1	Sinohealth Information	中康資訊.com	17 August 2012	17 August 2022
2	Sinohealth Information	中康資訊.cn	17 August 2012	17 August 2022
3	Sinohealth Information	中康資訊.中國	17 August 2012	17 August 2022
4	Sinohealth Information	中康資訊.net	10 April 2017	10 April 2023
5	Sinohealth Information	中康醫藥.cn	28 June 2019	28 June 2023
6	Sinohealth Information	中康醫藥.com	8 July 2019	8 July 2022
7	Sinohealth Information	中康醫藥.net	8 July 2019	8 July 2022
8	Sinohealth Information	中康醫藥資訊.com	8 July 2019	8 July 2022

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No.	Registrant	Domain Name	Date of Registration	Expiry Date
9	Sinohealth Information	中康醫藥資訊.net	8 July 2019	8 July 2022
10	Sinohealth Information	中康醫藥資訊.cn	21 April 2016	21 April 2023
11	Sinohealth Information	第一藥店報.cn	7 September 2011	7 September 2022
12	Sinohealth Information	第一藥店報.com	31 August 2011	31 August 2022
13	Sinohealth Information	第一藥店網.com	31 August 2011	31 August 2022
14	Sinohealth Information	第一藥店網.cn	7 September 2011	7 September 2022
15	Sinohealth Information	sinohealth.com	11 June 2004	11 June 2025
16	Sinohealth Information	www.sinohealth.cn	6 April 2007	6 April 2023
17	Sinohealth Information	21yod.cn	13 February 2008	13 February 2023
18	Sinohealth Information	21yod.net	13 February 2008	13 February 2023
19	Sinohealth Information	dyyd.com.cn	5 September 2011	5 September 2022
20	Sinohealth Information	dyydedu.com	5 July 2012	5 July 2023
21	Sinohealth Information	dyydnews.com	29 November 2011	29 November 2022
22	Sinohealth Information	huidudmp.com	16 February 2017	16 February 2023
23	Sinohealth Information	taskmed.cn	11 December 2013	11 December 2022
24	Sinohealth Information	yaodianren.com	8 May 2009	8 May 2023
25	Sinohealth Information	zkaimdt.com	26 January 2021	26 January 2023
26	Guangzhou Xinkang	sinoxk.com	5 May 2016	5 May 2023
27	Guangzhou Xinkang	sinoxk.cn	5 May 2016	5 May 2023
28	Guangzhou Jiasi	sinohealthjs.com	9 October 2020	9 October 2023
29	Guangzhou Jiasi	sinohealthjs.cn	9 October 2020	9 October 2023
30	WFOE	aimdt.cn	27 October 2018	27 October 2022
31	Guangzhou Jisi	zmnyun.com	24 November 2020	24 November 2022
32	WFOE	cmrcluster.cn	13 April 2021	13 April 2023
33	Sinohealth Information	hcdpp.cn	30 March 2021	30 March 2023

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No.	Registrant	Domain Name	Date of Registration	Expiry Date
34	Sinohealth Information	hcdpp.com	30 March 2021	30 March 2023
35	WFOE	zkaimdt.cn	13 April 2021	13 April 2023
36	Sinohealth Information	zkhealthcloud.cn	5 March 2021	5 March 2023
37	Sinohealth Information	zkhealthcloud.com	5 March 2021	5 March 2023
38	WFOE	zktechs.com	10 March 2021	10 March 2023
39	WFOE	zktechs.cn	10 March 2021	10 March 2023
40	Sinohealth Junyi	zkjyzhuomuniao.cn	18 June 2020	18 June 2023
41	WFOE	zkhealthtechs.cn	10 March 2021	10 March 2023
42	WFOE	zkhealthtechs.com	10 March 2021	10 March 2023
43	Guangzhou Jisi	medleap.cn	25 January 2022	25 January 2023

### (c) Patents

As at the Latest Practicable Date, we had registered the following patents which are material to our business:

No.	Patent	Patent No.	Patentee	Place of Registration	Patent Type	Date of Application	Expiry Date
1	基於激光三維掃描的脈象五維信息自動獲取的設備	201820434808.4	Sinohealth Information	PRC	Utility Model	28 March 2018	27 March 2028
2	基於光聲成像的脈象七維信息自動獲取的設備	201820717751.9	Sinohealth Information	PRC	Utility Model	14 May 2018	13 May 2028
3	一種基於高清高速攝像技術的脈象獲取設備	201920810275.X	Sinohealth Information	PRC	Utility Model	30 May 2019	29 May 2029
4	一種中醫智能機器人	201921556075.2	Guangzhou Xisi	PRC	Utility Model	18 September 2019	17 September 2029
5	一種脈診自動安全保護裝置	201922167271.7	Guangzhou Xisi	PRC	Utility Model	5 December 2019	4 December 2029
6	脈診儀	201930665235.6	Guangzhou Xisi	PRC	Community Designs	29 November 2019	28 November 2034
7	脈診	201930666087.X	Guangzhou Xisi	PRC	Community Designs	29 November 2019	28 November 2034
8	脈診傳感器	201930665245.X	Guangzhou Xisi	PRC	Community Designs	29 November 2019	28 November 2034
9	一種基於物聯網的社區健康管理諮詢系統	202110391491.7	WFOE	PRC	Invention	13 April 2021	12 April 2041
10	一種基於深度神經網路蒙特卡洛搜尋樹的個性化配餐方法	201910912761.7	Guangzhou Xisi	PRC	Invention	25 September 2019	24 September 2039

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**STATUTORY AND GENERAL INFORMATION**

As at the Latest Practicable Date, we applied to register the following patents which are material to our business:

No.	Patent	Application No.	Applicant	Place of Application	Patent Type	Date of Application
1	一種可實現智能分頁的文件導出系統及方法	201810652901.7	WFOE	PRC	Invention	22 June 2018
2	藥房跨店協同患者服務的系統與方法	202110406653.X	WFOE	PRC	Invention	15 April 2021
3	一種用於網絡藥店的藥品監管系統	202110513437.5	WFOE	PRC	Invention	11 May 2021
4	醫療管理及智能服務系統	202110513425.2	WFOE	PRC	Invention	11 May 2021
5	藥品導購智能服務系統	202110513423.3	WFOE	PRC	Invention	11 May 2021
6	一種疾病網絡問診方法與系統	202110438597.8	WFOE	PRC	Invention	22 April 2021
7	基於智能移動終端的醫生問診系統及其問診方法	202110438612.9	WFOE	PRC	Invention	22 April 2021
8	視頻問診管理方法、視頻問診管理器及系統	202110438614.8	WFOE	PRC	Invention	22 April 2021
9	一種醫療問診對話系統與方法	202110414327.3	WFOE	PRC	Invention	16 April 2021
10	基於區塊鏈的藥品管理系統及其實現方法	202110512106.X	WFOE	PRC	Invention	11 May 2021
11	患者服藥計劃管理的標籤管理系統與系統	202110437372.0	WFOE	PRC	Invention	22 April 2021
12	一種藥品分類管理數據分析系統	202110512110.6	WFOE	PRC	Invention	11 May 2021
13	一種基於網絡醫院實現藥店處方藥合法銷售與快速登記的接口方法	202110412310.4	WFOE	PRC	Invention	16 April 2021
14	一種基於大數據的醫療信息管理系統	202110437385.8	WFOE	PRC	Invention	22 April 2021
15	一種基於微信公眾號的在線開方系統	202110414328.8	WFOE	PRC	Invention	16 April 2021
16	疼痛患者質量管理平台及院外隨訪系統	202110512109.3	WFOE	PRC	Invention	11 May 2021
17	一種基於醫療系統的智能隨訪管理系統	202110412277.5	WFOE	PRC	Invention	16 April 2021
18	用於患者服藥遠程監控的服藥提醒系統及方法	202110407915.4	WFOE	PRC	Invention	15 April 2021
19	藥品網上銷售管理系統及利用其進行藥品銷售的方法	202110437392.8	WFOE	PRC	Invention	22 April 2021
20	人工智能多學科專家協作健康管理系統及方法	202110414313.1	WFOE	PRC	Invention	16 April 2021
21	醫藥銷售管理系統及其管理方法	202110412304.9	WFOE	PRC	Invention	16 April 2021
22	一種基於圖卷積網路的舌象多標籤分類學習方法	201910912799.4	Guangzhou Xisi	PRC	Invention	25 September 2019
23	一種基於中醫臨床知識圖譜的機器人主動問診方法	201911137270.6	Guangzhou Xisi	PRC	Invention	29 November 2019
24	一種脈診自動安全保護裝置與方法	201911235918.3	Guangzhou Xisi	PRC	Invention	5 December 2019
25	一種基於圖卷積網路的多標籤多模態全息脈象識別方法	201911396016.8	Guangzhou Xisi	PRC	Invention	30 December 2019

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No.	Patent	Application No.	Applicant	Place of Application	Patent Type	Date of Application
26	一種中醫智慧型機器人	201910882717.6	Guangzhou Xisi	PRC	Invention	18 September 2019
27	基於鐳射三維掃描的脈象五維資訊自動獲取的設備和方法	201810266213.7	Sinohealth Information	PRC	Invention	28 March 2018
28	基於光聲成像的脈象七維資訊自動獲取的設備和方法	201810458226.4	Sinohealth Information	PRC	Invention	14 May 2018
29	一種基於高清高速攝像技術的脈象獲取設備及方法	201910465418.2	Sinohealth Information	PRC	Invention	30 May 2019
30	一種基於深度強化學習的輔助智慧問診系統	202110667636.1	Sinohealth Jianshu	PRC	Invention	16 June 2021
31	一種基於分散式微服務和邏輯推理的知識錄入和計算系統	202110883102.2	Guangzhou Jisi	PRC	Invention	2 August 2021

### (d) Copyrights

As at the Latest Practicable Date, we had registered the following copyrights which are material to our business:

No.	Registered Owner	Title of Copyright	Registration No.	Place of Registration	Registration Date
1	WFOE	哆哆	粵著轉讓備字 -2021-F-00000181	PRC	15 July 2021
2	WFOE	智慧健康生態系統美術作品	粵著轉讓備字 -2021-F-00000114	PRC	4 June 2021
3	WFOE	西鼎會美術作品	粵著轉讓備字 -2021-F-00000180	PRC	15 July 2021
4	WFOE	中康會務系統V2.2.0	2019SR1351614	PRC	12 December 2019
5	WFOE	健康產業智能情報系統 【簡稱：CHIS】V3.3	2020SR1547522	PRC	5 November 2020
6	WFOE	瓊西消費者洞察系統 【簡稱：LinkedSee】V1.0	2020SR1554569	PRC	9 November 2020
7	WFOE	中康藥店渠道管理決策系統 【簡稱：藥店通】V1.0	2020SR1554599	PRC	9 November 2020
8	Sinohealth Information	卓睦島雲診所軟件V1.0 【簡稱：sdc-clinic】	2020SR1737058	PRC	4 December 2020
9	Sinohealth Information	卓睦島雲診所微信小程序平台V1.0 【簡稱：sdc-clinic-miniapp】	2020SR1737057	PRC	4 December 2020
10	Sinohealth Information	卓睦島雲診所運維平台V1.0 【簡稱：medical-cloud】	2020SR1737056	PRC	4 December 2020
11	Sinohealth Information	卓睦島雲診所運營平台V1.0 【簡稱：sd-admin】	2020SR1751102	PRC	7 December 2020
12	WFOE	中康藥店智慧雲會員管理系統 V1.9.2【簡稱：SIC-會員管理】	2020SR1606171	PRC	19 November 2020
13	WFOE	中康藥店智慧雲品類管理系統V2.0 【簡稱：SIC-品類管理】	2020SR1606205	PRC	19 November 2020

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No.	Registered Owner	Title of Copyright	Registration No.	Place of Registration	Registration Date
14	Sinohealth Information	卓睦島健康管理AI-MDT小程序軟件【簡稱：AI-MDT小程序】V1.0	2020SR1729537	PRC	3 December 2020
15	Sinohealth Information	卓睦島健康管理AI-MDT機構管理系統【簡稱：AI-MDT機構管理系統】V1.0	2020SR1729594	PRC	3 December 2020
16	Sinohealth Information	卓睦島健康管理AI-MDT健康管理系統【簡稱：AI-MDT健康管理系統】V1.0	2020SR1729595	PRC	3 December 2020
17	Sinohealth Information	卓睦島健康管理AI-MDT醫學知識系統【簡稱：AI-MDT醫學知識系統】V1.0	2020SR1729536	PRC	3 December 2020
18	Sinohealth Information	卓睦島健康管理AI-MDT專家審簽系統【簡稱：AI-MDT專家審簽系統】V1.0	2020SR1729538	PRC	3 December 2020
19	WFOE	零售商報告系統【簡稱：retailer-report】V1.0	2021SR0598173	PRC	26 April 2021
20	WFOE	動銷標準報價系統【簡稱：quoting-price】V1.0	2021SR0589620	PRC	25 April 2021
21	WFOE	中康藥店人網站【簡稱：藥店人微站】V2.5	2021SR0591112	PRC	25 April 2021
22	WFOE	思雲數據平台【簡稱：思雲】V1.0	2021SR0589619	PRC	25 April 2021
23	Sinohealth Jianshu	中康深度醫療雲管理系統【簡稱：medical-cloud】V1.0	2021SR0679110	PRC	13 May 2021
24	Sinohealth Jianshu	卓睦島互聯網醫院軟件【簡稱：sdc-clinic-hospital】V1.0	2021SR0676013	PRC	12 May 2021
25	Sinohealth Jianshu	卓睦島患者端系統【簡稱：sdc-clinic-miniapp】V1.0	2021SR0676014	PRC	12 May 2021
26	Sinohealth Jianshu	卓睦島醫生端系統【簡稱：sdc-clinic-doctor】V1.0	2021SR0679106	PRC	13 May 2021
27	Sinohealth Jianshu	卓睦島運營管理系統【簡稱：sdc-clinic-admin】V1.0	2021SR0674367	PRC	12 May 2021
28	Sinohealth Jianshu	卓睦島診所管理系統【簡稱：sdc-clinic】V1.0	2021SR0674366	PRC	12 May 2021

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**C. FURTHER INFORMATION ABOUT OUR DIRECTORS, MANAGEMENT AND SUBSTANTIAL SHAREHOLDERS**

**1. Interests and Short Positions of Directors in the Shares Capital of Our Company**

*Interests in our Company*

Immediately following completion of the [REDACTED] and the [REDACTED] (taking no account of Shares which may be issued pursuant to the exercise of the [REDACTED] and options which may be granted under the Share Option Scheme), the interests or short positions of each of the Directors and the chief executives in the share capital, underlying shares and debentures of our Company and which, once the Shares are [REDACTED], will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register required to be kept therein or which, once the Shares are [REDACTED], will be required pursuant to the Model Code for Securities Transactions by Directors of Listed Companies contained in the Listing Rules to be notified to the Company and the Stock Exchange are set out as follows:

<u>Name of Director</u>	<u>Capacity /Nature of Interest</u>	<u>Number and Shares immediately after the [REDACTED] and the [REDACTED]<sup>(1)</sup></u>	<u>Approximately Percentage of Shareholding immediately after the [REDACTED] and the [REDACTED]</u>
Mr. Wu <sup>(2)</sup> . . . . .	Interest in controlled corporation and interest of spouse	[REDACTED] (L)	[REDACTED]%
Ms. Wang <sup>(2)</sup> . . . . .	Interest in controlled corporation and interest of spouse	[REDACTED] (L)	[REDACTED]%

*Notes:*

- The letter "L" denotes the person's long position in the Shares.
- Mr. Wu and Ms. Wang are the spouse of each other, and is deemed to be interested in the Shares beneficially owned by each other. Mr. Wu wholly owns Wellmark BVI and is deemed to be interested in [REDACTED] Shares held by Wellmark BVI. Ms. Wang wholly owns WLF BVI and is deemed to be interested in [REDACTED] Shares held by WLF BVI. Wellmark BVI is the general partner of Rikan LLP and Ms. Wang, through WLF BVI, holds approximately 62.8866% interests in Rikan LLP, and both Mr. Wu and Ms. Wang are deemed to be interested in [REDACTED] Shares held by Rikan LLP.

**2. Interests and Short Positions of Substantial Shareholders in the Share Capital of Our Company**

*Interests in our Company*

Save as disclosed in "Substantial Shareholders" in this document, our Directors are not aware of any other person who will, immediately following the [REDACTED] (without taking into account the exercise of the [REDACTED]), have an interest or a short position in the Shares or underlying Shares which will be required to be disclosed to our Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or will be, directly or indirectly, interested in 10% or more of any class of share capital carrying the rights to vote in all circumstances at the general meetings of our Company.

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### 3. Directors' Service Contracts, Appointment Letters and Remuneration

#### (a) Directors' Service Contracts and Appointment Letters

Each of our executive Directors has entered into a service contract with our Company for a term of three years commencing from the date thereof, which may be terminated by not less than three months' notice in writing served by either party on the other.

Each of our non-executive Director and independent non-executive Directors has entered into a letter of appointment with our Company for a term of three years commencing from the [REDACTED], which may be terminated by not less than three months' notice in writing served by either party on the other.

#### (b) Directors' Remuneration

For the years ended 31 December 2019, 2020 and 2021, the aggregate amount paid to our Directors as remuneration (including salaries, bonuses, allowances, benefits in kind and pension scheme contributions) were RMB1.3 million, RMB1.6 million and RMB1.4 million, respectively.

For the year ending 31 December 2022, the estimated total compensation payable to the Directors amounts to RMB1.5 million (excluding any discretionary bonus).

There was no arrangement under which a Director has waived or agreed to waive any emoluments for each of the three financial years immediately preceding the issue of this document.

### 4. Disclaimers

Save as disclosed in this appendix:

- (a) none of our Directors nor any of the persons whose names are listed in "— 8. Qualifications of Experts" in this Appendix has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (b) none of our Directors nor any of the persons whose names are listed in "— 8. Qualifications of Experts" in this Appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group;
- (c) none of our Directors is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group taken as a whole;



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- (d) none of our Directors or their associates (as defined in the Listing Rules) or existing shareholders of our Company (who, to the knowledge of our Directors, owns more than 5% of our issued share capital) has any interest in any of the five largest customers of the Company; and
- (e) none of our Directors or their associates (as defined in the Listing Rules) or existing shareholders of our Company (who, to the knowledge of our Directors, owns more than 5% of our issued share capital) has any interest in any or the five largest suppliers of our Company.

### D. OTHER INFORMATION

#### 1. Share Option Scheme

##### *Summary of terms*

The following is a summary of the principal terms of the Share Option Scheme conditionally approved and adopted by the written resolutions of all Shareholders of our Company passed on 27 April 2022. Our Directors confirm that the terms of the Share Option Scheme comply with the requirements under Chapter 17 of the Listing Rules. As at the Latest Practicable Date, no options had been granted or agreed to be granted by our Company under the Share Option Scheme.

##### *(a) Purpose*

The purpose of the Share Option Scheme is to provide incentive or reward to Eligible Persons (as defined in paragraph (b) below) for their contribution to, and continuing efforts to promote the interests of, our Group and for such other purposes as the Board may approve from time to time.

##### *(b) Who may join*

The Board may, at its absolute discretion, offer eligible persons (being any director or employee (whether full time or part time), consultant or adviser of our Group who in the sole discretion of the Board has contributed to and/or will contribute to our Group) (the "**Eligible Persons**") to subscribe for such number of Shares in accordance with the terms of the Share Option Scheme.

##### *(c) Maximum number of Shares*

- (i) The maximum aggregate number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other share option schemes of our Company, must not, in aggregate, exceed 30% of the total number of Shares in issue from time to time. No options may be granted under the Share Option Scheme and any other share option schemes of the Company if this will result in such limit being exceeded.

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- (ii) Subject to paragraphs (c)(i), (iv) and (v), at the time of adoption by our Company of the Share Option Scheme or any new share option scheme (the "**New Scheme**"), the aggregate number of Shares which may be issued upon exercise of all options to be granted under the Share Option Scheme, the New Scheme and all schemes existing at such time (the "**Existing Schemes**") of our Company must not in aggregate exceed 10% of the total number of the Shares in issue as at the [REDACTED] (the "**Scheme Mandate Limit**").
- (iii) For the purposes of calculating the Scheme Mandate Limit under paragraph (c)(ii), Shares which are the subject matter of any options that have already lapsed in accordance with the terms of the relevant Existing Scheme(s) shall not be counted.
- (iv) The Scheme Mandate Limit may be refreshed by ordinary resolution of the Shareholders in general meeting, provided that:
- the Scheme Mandate Limit so refreshed shall not exceed 10% of the total number of issued Shares as at the date of Shareholders' approval of the refreshment of the Scheme Mandate Limit;
  - options previously granted under any Existing Schemes (including options outstanding, canceled, or lapsed in accordance with the relevant scheme rules or exercised options) shall not be counted for the purpose of calculating the limit as refreshed; and
  - a circular regarding the proposed refreshment of the Scheme Mandate Limit has been dispatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules.
- (v) Our Company may seek separate approval from the Shareholders in the general meeting for granting options which will result in the Scheme Mandate Limit being exceeded, provided that:
- the grant is to Eligible Persons specifically identified by our Company before the approval is sought; and
  - a circular regarding the grant has been dispatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules and other applicable laws and rules, in accordance with the terms of the Share Option Scheme.

(d) *Maximum number of options to any one individual*

No option shall be granted to any Eligible Person (the "**Relevant Eligible Person**") if, at the relevant time of grant, the number of Shares issued and to be issued upon exercise of all Options (granted and proposed to be granted, whether exercised, canceled or outstanding) to the Relevant Eligible Person in the 12-month period expiring on the date on which an offer of the

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grant of an option under the Share Option Scheme is made to the Relevant Eligible Person would exceed 1% of the total number of Shares in issue at such time, unless:

- such grant has been duly approved, in the manner prescribed by the relevant provisions of Chapter 17 of the Listing Rules, by ordinary resolution of the Shareholders in general meeting, at which the Relevant Eligible Person and his associates abstained from voting;
- a circular regarding the grant has been dispatched to the Shareholders in a manner complying with, and containing the information specified in, the relevant provisions of Chapter 17 of the Listing Rules; and
- the number and terms (including the Subscription Price) of such options are fixed before the general meeting of our Company at which the same are approved.

### *(e) Price of Shares*

The subscription price for a Share in respect of any particular option granted under the Share Option Scheme (which shall be payable upon exercise of the option) shall be a price solely determined by the Board and notified to all Eligible Person and shall be at least the highest of (i) the [REDACTED] price of the Shares as stated in the [REDACTED] on the date of offer to grant option (the "Offer Date"), which must be a business day; (ii) the average of the [REDACTED] prices of the Shares as stated in the [REDACTED] for the five business days immediately preceding the date of offer to grant option (provided that the new issue price shall be used as the [REDACTED] price for any business day falling within the period before the [REDACTED] Shares where our Company has been [REDACTED] for less than five business days as at the Offer Date); and (iii) the nominal value of the Share. A consideration of RMB1.00 is payable on acceptance of the offer of an option or options.

### *(f) Granting options to connected persons*

Any grant of options to a Director, chief executive or Substantial Shareholder of our Company or any of their respective associates is required to be approved by the independent non-executive Directors (excluding any independent non-executive Director who is a proposed grantee of the options). If our Company proposes to grant options to a Substantial Shareholder or an independent non-executive Director of our Company or their respective associates which will result in the number and value of Shares issued and to be issued upon exercise of all options granted and to be granted (including options exercised, canceled and outstanding) to such person in the 12-month period up to and including the date of the offer of such grant in aggregate exceeding: (i) 0.1% of the Shares in issue at the relevant time of grant; and (ii) HK\$5 million, based on the [REDACTED] price of the Shares as stated in the [REDACTED] on the Offer Date, such grant shall not be valid unless: (A) a circular containing the details of the grant has been dispatched to the Shareholders in a manner complying with, and containing the matters specified in, the relevant provisions of Chapter 17 of the Listing Rules (including in particular, a recommendation from the independent non-executive Directors (excluding the independent non-executive Director who is the prospective grantee) to the independent Shareholders as to voting); and (B) the grant has been approved by the Shareholders in general meeting (taken on a poll), at which all connected persons abstained from voting in favor at such meeting.

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### *(g) Restrictions on the time of grant of options*

No offer to grant option shall be made after a price-sensitive event has come to our Company's knowledge until such event or information has been announced pursuant to the requirements of the Listing Rules. In particular, no options may be offered to be granted during the period commencing one month immediately preceding the earlier of (i) the date of the Board meeting (as such date is first notified by our Company to the Stock Exchange in accordance with the Listing Rules) for the approval of our Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (ii) the deadline for our Company to publish an announcement of its results for any year or half year under the Listing Rules, or quarterly or any other interim period where our Company has elected to publish them, and ending on the actual date of publication of the results for such year, half year, quarterly or interim period, as the case may be. The period which no option may be granted will cover any period of delay in the publication of results announcement.

### *(h) Rights are personal to grantee*

An option is personal to the grantee and shall not be assignable nor transferable, and no grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favor of any third party over or in relation to any option.

### *(i) Time of exercise of option*

Subject to the provisions of the Listing Rules and other applicable laws and regulations, the Board may in its absolute discretion when offering the grant of an option impose any conditions, restrictions or limitations in relation thereto in addition to those set forth in the Share Option Scheme as the Board may think fit (to be stated in the offer Letter) including (without prejudice to the generality of the foregoing) qualifying and/or continuing eligibility criteria, conditions, restrictions or limitations relating to the achievement of performance, operating or financial targets by our Company and/or the grantee, the satisfactory performance or maintenance by the grantee of certain conditions or obligations or the time or period before the right to exercise the option in respect of all or any of the Shares shall vest provided that such terms or conditions shall not be inconsistent with any other terms or conditions of the Share Option Scheme. For the avoidance of doubt, subject to such terms and conditions as the Board may determine as aforesaid (including such terms and conditions in relation to their vesting, exercise or otherwise) there is no minimum period for which an option must be held before it can be exercised and no performance target which need to be achieved by the grantee before the option can be exercised.

The date of grant of any particular option is the date on which the offer relating to such option is duly accepted by the grantee in accordance with the Share Option Scheme. An option may be exercised according to the terms of the Share Option Scheme and the offer in whole or in part by the grantee (or his personal representatives) before its expiry by giving notice in writing to our Company stating that the option is to be exercised and the number of Shares in respect of which it is exercised provided that the number of Shares shall be equal to the size of a [REDACTED] for [REDACTED] in Shares on the [REDACTED] or an integral multiple thereof. Such notice must be accompanied by a remittance for the full amount of the subscription price for the

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Shares in respect of which the notice is given. The period during which an option may be exercised will be determined by the Board at its absolute discretion, save that no option may be exercised more than ten years from the date of grant. No option may be granted more than ten years after the date of approval of the Share Option Scheme. Subject to earlier termination by our Company in general meeting, the Share Option Scheme shall be valid and effective for a period of ten years from the date of adoption of the Share Option Scheme by Shareholders by resolution at a general meeting.

*(j) Performance target*

The Board may from time to time require a particular grantee to achieve certain performance targets specified at the time of grant before any option granted under the Share Option Scheme can be exercised. There are no specific performance targets stipulated under the terms of the Share Option Scheme and the Board is currently unable to determine such restriction on the exercise of the options granted under the Share Option Scheme.

*(k) Rights on ceasing to be an Eligible Person*

In the event of the grantee ceasing to be an Eligible Person for any reason other than ceasing (1) by reason of summary dismissal for misconduct or other breach of the terms of his employment or other contract constituting him an Eligible Person, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has become insolvent or has made any arrangements or composition with his creditors generally or on which he has been convicted of any criminal offense involving his integrity or honesty or (2) by death or permanent disability the option may be exercised within one month after the date of such cessation, which date shall be (i) if he is an employee or director of our Company or any subsidiary, his last actual working day with our Company or any subsidiary whether salary is paid in lieu of notice or not; or (ii) if he is not an employee of our Company or any subsidiary, the date on which the relationship constituting him an Eligible Person ceases.

*(l) Rights on death or permanent disability*

In the event that the grantee of an outstanding option dies or becomes permanently disabled before exercising the option in full or at all, the option may be exercised up to the entitlement of such grantee or, if appropriate, in the circumstances described in paragraphs (n), (o) and (q), an election made by his personal representatives within twelve months after the date of his death or permanent disability.

*(m) Lapse of option on misconduct, bankruptcy or dismissal etc.*

If a grantee ceases to be an Eligible Person by reason of summary dismissal for misconduct or other breach of the terms of his employment or other contract constituting him an Eligible Person, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has become insolvent or has made any arrangements or composition with his creditors generally or on which he has been convicted of any criminal offense involving his integrity or honesty, the right to exercise the option (to the extent not already exercised) shall terminate immediately.

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### *(n) Rights on a general offer by way of a take-over*

If a general offer by way of a take-over is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional, our Company shall forthwith notify all the grantees and any grantee (or his personal representatives) may by notice in writing to our Company within 21 days after such offer becoming or being declared unconditional to exercise the option to its full extent or to the extent specified in such notice.

### *(o) Rights on a general offer by way of a scheme of arrangement*

If a general offer by way of a scheme of arrangement is made to all the Shareholders and the scheme has been approved by the necessary number of Shareholders at the requisite meetings, our Company shall forthwith notify the grantees and any grantee (or his personal representatives) may by notice in writing to our Company within 21 days after such offer becoming or being declared unconditional to exercise the option to its full extent or to the extent specified in such notice.

### *(p) Rights on a compromise or arrangement*

If a compromise or arrangement between our Company and its Shareholders or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of our Company or its amalgamation with any other company or companies, our Company shall give notice thereof to the grantee (together with a notice of the existence of the provisions of this paragraph) on the same date or soon after it despatches the notice to each member or creditor of our Company summoning the meeting to consider such a compromise or arrangement, and thereupon the grantee (or his personal representatives) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of two months thereafter and the date on which such compromise or arrangement is sanctioned by the court of competent jurisdiction, exercise any of his options whether in full or in part, but the exercise of an option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court of competent jurisdiction and becoming effective. Upon such compromise or arrangement become effective, all options shall lapse and determine except insofar as previously exercised under the Share Option Scheme. Our Company shall endeavour to procure that the Shares issued as a result of the exercise of Options in such circumstances shall for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement.

### *(q) Rights on winding-up*

In the event a notice is given by our Company to its Shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company other than for the purpose of a reconstruction, amalgamation or scheme of arrangement, our Company shall on the same date as or soon after it despatches such notice to each member of our Company give notice thereof to all grantees (together with a notice of the

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existence of the provisions of this paragraph) and thereupon, each grantee (or his personal representatives) shall be entitled to exercise all or any of his options at any time not later than four 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 the Shares in respect of which the notice is given whereupon our Company shall as soon as possible and, in any event, no later than one 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.

*(r) Lapse of the options*

The right to exercise an option (to the extent not already exercised) shall terminate immediately upon the earliest of:

- (i) the expiry of the option period;
- (ii) the expiry of any of the periods referred to in paragraph (k), (l) or (n);
- (iii) subject to the scheme of arrangement becoming effective, the expiry of the period referred to in paragraph (o);
- (iv) subject to the compromise or arrangement referred to in paragraph (p);
- (v) the date on which the grantee ceases to be an Eligible Person by reason of summary dismissal for misconduct or other breach of the terms of his employment or other contract constituting him an Eligible Person, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has become insolvent, bankrupt or has made any arrangements or compositions with his creditors generally or on which he has been convicted of any criminal offense involving his integrity or honesty or in relation to an employee of our Group;
- (vi) subject to paragraph (q), the date of the commencement of the voluntary winding-up of our Company;
- (vii) the date of commencement of the winding-up of the Company (as determined in accordance with the Companies Ordinance);
- (vii) the date on which the grantee commits a breach of paragraph (h);
- (viii) the date on which the option is cancelled by the Board as provided in paragraph (v); or
- (ix) the non-fulfillment of any condition referred to in paragraph (x) on or before the date specified therein.

Our Company shall owe no liability to any grantee for the lapse of any option under this paragraph (r).

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### *(s) Ranking of Shares*

The Shares to be allotted and issued upon the exercise of an option shall be subject to our Memorandum and Articles of Association and the laws of the Cayman Islands for the time being in force and shall rank *pari passu* in all respects with the fully paid Shares in issue of our Company as at the date of issue and will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of issue other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefore shall be before the date of allotment and issue.

### *(t) Effect of alterations to share capital*

In the event of any alteration to the capital structure of our Company arising from capitalization of profits or reserves, rights issue, open offer (if there is a price dilutive element), consolidation, redenomination, subdivision or reduction of the share capital of our Company in accordance with applicable laws and regulatory requirements or 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. Adjustment (if any) shall be made to (a) the number or nominal amount of Shares subject to the outstanding options; and/ or (b) the subscription price for the Shares; and/or (c) the Shares to which the option relates; or any combination thereof as the Auditors or the independent financial advisers to our Company (acting as expert not arbitrator) shall at the request of our Company certify in writing to the Board either generally or as regards any particular grantee that the adjustments are in compliance with Rule 17.03(13) of the Listing Rules and the notes thereto. Any such adjustments must give a grantee the same proportion of the issued share capital of our Company as to which that grantee was previously entitled, and any adjustments so made shall be in compliance with the Listing Rules and such applicable guidance and/or interpretation of the Listing Rules from time to time issued by the Stock Exchange (including, without limitation, the "Supplemental Guidance on Main Board Listing Rule 17.03(13) and the Notice immediately after the Rule" attached to the letter of the Stock Exchange dated September 5, 2005 to all issuers relating to share option scheme) and any future guidance and interpretation of the Listing Rules issued by the Stock Exchange from time to time (but no such alterations shall be made the effect of which would be to enable a Share to be issued at less than its nominal value). The capacity of the Auditors or the independent financial advisers to our Company in this paragraph is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final, conclusive and binding on all persons who may be affected thereby. The costs of the Auditors or the approved independent financial advisers to our Company shall be borne by our Company. Notice of such adjustment shall be given to the grantees by our Company.

### *(u) Alteration of Share Option Scheme*

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

- (i) the definitions of "Eligible Person", "Expiry Date", "Grantee" and "Option Period" in the Share Option Scheme; and



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- (ii) the provisions relating to the matters set out in Rule 17.03 of the Listing Rules which shall not be altered to the advantage of grantees or prospective grantees except with the prior approval of the Shareholders in general meeting (with participants and their respective associates abstained from voting). No such alterations shall operate to affect adversely the terms of issue of any option granted or agreed to be granted prior to such alterations except with the consent or sanction in writing of such majority of the grantees as would be required of the Shareholders under the articles for the time being of our Company for a variation of the rights attached to the Shares. Any change to the authority of the Board in relation to any alterations to the terms of the Share Option Scheme must be approved by the Shareholders in general meeting. Any alterations to the provisions of the Share Option Scheme which are of a material nature or any change to the terms of options granted must be approved by the Shareholders in general meeting except where the alterations take effect automatically under the existing provisions of the Share Option Scheme. Any amended terms of the Scheme or the options must comply with Chapter 17 of the Listing Rules.

### *(v) Cancellation of options*

The Board may cancel an option granted but not exercised with the approval of the grantee of such option. No options may be granted to an Eligible Person in place of his canceled options unless there are available unissued options (excluding the canceled options) within the limit set out in paragraph (c) above from time to time.

### *(w) Termination of the Share Option Scheme*

Our Company, by resolution in general meeting, or the Board may at any time terminate the operation of the Share Option Scheme and in such event no further option will be offered but in all other respects the provisions of the Share Option Scheme shall remain in full force and effect and options granted prior to such termination shall continue to be valid and exercisable in accordance with the Share Option Scheme.

### *(x) Conditions of the Share Option Scheme*

The Share Option Scheme is conditional upon:

- (i) the [REDACTED] granting approval of the [REDACTED] of, and permission to [REDACTED] in, any Shares which may fall to be allotted and issued pursuant to the exercise of any such options;
- (ii) the passing of the resolutions by the Shareholders to approve and adopt the Share Option Scheme and to authorize the Board to grant Options under the Share Option Scheme and to allot and issue Shares pursuant to the exercise of any options; and
- (iii) the commencement of [REDACTED] in the [REDACTED] on the [REDACTED].

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### *(y) Disclosure in annual and interim reports*

Our Company will disclose details of the Share Option Scheme in its annual and interim reports including the number of options, date of grant, exercise price, exercise period, vesting period and (if appropriate) a valuation of options granted during the financial year/period in the annual/interim reports in accordance with the Listing Rules in force from time to time.

### **3. Estate Duty, Tax and Other Indemnity**

#### ***Indemnity on estate duty and taxation***

Our Controlling Shareholders (the "**Indemnifiers**") have pursuant to the Deed of Indemnity, given indemnities on a joint and several basis in favor of the Company (for itself and as trustee as its subsidiaries) in connection with, among others, any taxation which might be payable by any member of our Group in respect of any income, profits or gains earned, accrued or received or alleged to have been earned, accrued or received, including without limitation any tax liabilities incurred in relation to transfer pricing arrangements conducted on or before (the "**Taxation Liabilities**") the date on which the [REDACTED] becomes unconditional and [REDACTED] in [REDACTED] first commence on the [REDACTED] (the "**Effective Date**").

The Indemnifiers will however, not be liable under the Deed of Indemnity for taxation where:

- (a) to the extent that provision, reserve or allowance has been made for such Taxation Liabilities or claims in the audited accounts of our Company for the Track Record Period as set out in Appendix I to this document (the "**Accounts**");
- (b) to the extent that such Taxation Liabilities or claims falling on any of the members of our Group in respect of their current accounting periods or any accounting period commencing on or after the [REDACTED] would not have arisen but for some act or omission of, or transaction voluntarily entered into by, any of the members of our Group (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) without the prior written consent or agreement of the Indemnifiers, other than any such act, omission or transaction:
  - (i) carried out or effected in the ordinary course of business or in the ordinary course of acquiring and disposing of capital assets on or before the [REDACTED], or
  - (ii) carried out, made or entered into pursuant to a legally binding commitment created on or before the [REDACTED] or pursuant to any statement of intention made in this document; or
- (c) to the extent of any provision or reserve made for the Taxation Liabilities in the Accounts which is finally established to be an over-provision or an excessive reserve, in which case the Indemnifiers' liability (if any) in respect of the Taxation Liabilities shall be reduced by an amount not exceeding such provision, reserve or allowance, provided that the amount of any such provision, reserve or allowance applied pursuant

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to this paragraph to reduce the Indemnifiers' liability in respect of the Taxation Liabilities shall not be available in respect of any such liability arising thereafter; or

- (d) to the extent that any Taxation Liabilities or claims arises or is incurred as a result of the imposition of taxation as a consequence of any retrospective change in the law, rules and regulations or the interpretation or practice thereof by the Hong Kong Inland Revenue Department or the taxation authority of any other jurisdiction(s) including the PRC or any other relevant authority (whether in Hong Kong, the Cayman Islands, the BVI, the PRC or any other part of the world) coming into force after the date of the Deed of Indemnity or to the extent such taxation liabilities or claim arise or are increased by an increase in rates of such taxation liabilities or claims after the date of the Deed of Indemnity with retrospective effect.

Our Directors have been advised that no material liability for estate duty is likely to fall on the Company or any of its subsidiaries under the laws of the Cayman Islands, the BVI, Hong Kong and the PRC, being jurisdictions in which one or more of the companies comprising our Group are incorporated.

### ***Other indemnity***

Under the Deed of Indemnity, the Indemnifiers have also given indemnities on a joint and several basis in favor of the Company (for itself and as trustee as its subsidiaries) on demand from and against all penalties, claims, actions, demands, proceedings, litigations (without limitation to any legal costs), judgments, losses, liabilities, damages, costs, administrative or other charges, fees, expenses and fines of whatever nature which may be imposed on or incurred or suffered by our Group as a result of directly or indirectly or in connection with any non-compliance with the applicable laws, rules or regulations, by our Company and/or any members of our Group in their respective place of incorporation or operation, which has occurred at any time on or before the Effective Date.

### **4. Litigation**

As at the Latest Practicable Date, no member of our Group is engaged in any litigation or arbitration of material importance and no litigation or claim of material importance is known to the Directors to be pending or threatened against any member of our Group, that would have a material adverse effect on the results of operations or financial condition of the Group.

### **5. Sole Sponsor**

The Sole Sponsor has made an application on behalf of our Company to the Stock Exchange for [REDACTED] of, and permission to [REDACTED], the Shares in issue and Shares to be issued as mentioned herein (including any Shares falling to be issued pursuant to the exercise of the [REDACTED] and pursuant to the exercise of any options which may be granted under the Share Option Scheme). The Sole Sponsor is independent from our Company pursuant to Rule 3A.07 of the Listing Rules. The total amount of fees payable to the Sole Sponsor by our Company for sponsoring the [REDACTED] of the Shares on the [REDACTED] is US\$[REDACTED].

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### 6. Preliminary expenses

The preliminary expenses incurred by our Company in relation to the incorporation of our Company were approximately RMB35,293.52, which were fully paid by our Company.

### 7. Promoters

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

### 8. Qualifications of Experts

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

Name	Qualification
BNP Paribas Securities (Asia) Limited	licensed for Type 1 (dealing in securities), Type 2 (dealing in future contracts), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the SFO
Ernst & Young	Certified public accountants under the Professional Accountants Ordinance (Chapter 50 of the Laws of Hong Kong) and Registered Public Interest Entity Auditor under the Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong)
Ogier	Cayman Islands legal advisers to the Company
Jingtian & Gongcheng	PRC legal advisers to the Company
iResearch Global Inc.	Industry consultant

### 9. Consents of Experts

Each of the experts named in paragraph 8 above has given and has not withdrawn its consent to the issue of this document with the inclusion of its report and/or letter and/or summary of valuations and/or opinion and/or data (as the case may be), all of which are dated the date of this document and made for incorporation in this document, and references to its name included in the form and context in which it respectively appears.

None of the experts named in paragraph 8 above has any shareholding interests in the Group or any right or option (whether legally enforceable or not) to subscribe for, or to nominate persons to subscribe for, securities in any member of our Group.

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### 10. Binding Effect

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

### 11. Agency fees or [REDACTED] received

The [REDACTED] will receive an [REDACTED], and the Sole Sponsor will receive a sponsorship fee, as referred to under the section headed "[REDACTED]" in this document.

### 12. Miscellaneous

- (a) Save as disclosed in the section headed "History, Reorganization and Corporate Structure" in this document, within the two years immediately preceding the date of this document:
  - (i) no share or loan capital of our Company or any of its subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for 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 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;
  - (iv) no founders, management or deferred shares of our Company or any of its subsidiaries have been issued or agreed to be issued; 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) Since 31 December 2021, being the date of our latest audited consolidated financial results as set out in "Accountants' Report" in Appendix I to this document, there has been no material adverse change in the financial or trading position or prospects of our Group.
- (c) There has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this document.

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- (d) Subject to the provisions of the Cayman Companies Act, the register of members of the Company will be maintained in the Cayman Islands by [REDACTED] and a branch register of members of the Company will be maintained in Hong Kong by [REDACTED]. Unless the Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by our [REDACTED] in Hong Kong and may not be lodged in the Cayman Islands. All necessary arrangements have been made to enable the Shares to be admitted into [REDACTED] for clearing and settlement.
- (e) No Company within our Group is presently listed on any [REDACTED] or traded on any trading system.
- (f) There are no arrangements in existence under which future dividends are to be or agreed to be waived.
- (g) Our Directors have been advised that, under the Cayman Companies Act, the use of a Chinese name by the Company does not contravene the Cayman Companies Act.

### 13. Bilingual Document

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