

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation

Our Company was incorporated in the Cayman Islands on June 10, 2021 as an exempted company with limited liability. Our registered office address is at the offices of Osiris International Cayman Limited, Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman KY1-1209, Cayman Islands. Accordingly, our Company's corporate structure and Memorandum and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of our Memorandum and Articles of Association is set out in Appendix III to this document.

Our registered place of business in Hong Kong is at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. We were registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on September 20, 2021 with the Registrar of Companies in Hong Kong. Ms. Szeto Kar Yee Cynthia has been appointed as the authorised representative of our Company for the acceptance of service of process in Hong Kong. The address for service of process is 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong.

As at the date of this document, our Company's head office was located at 28/F, Building A, SOHO Renaissance Plaza, Huangpu District, Shanghai, PRC.

2. Changes in Share Capital

As of the date of incorporation of our Company, our authorized share capital was US\$50,000 divided into a total of 2,000,000,000 authorized shares with a par value of US\$0.000025 each.

The following changes in the share capital of our Company took place during the two years immediately preceding the date of this document:

On June 10, 2021, our Company issued 1 ordinary share with a par value of US\$0.000025 to Osiris International Cayman Limited, which was subsequently transferred to Lemontree Harvest on the same day for a consideration of US\$0.000025;

On June 10, 2021, 71,135,999 Shares, 33,014,520 Shares, 33,014,520 Shares, 22,617,000 Shares, 12,741,809 Shares, 675,000 Shares and 7,209,000 Shares were allotted and issued at par value to Lemontree Harvest, Faye Free, A&O Investment, Linmon Run, Lemontree Friendship, Linmon Dessin and Linmon AQ, respectively.

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On August 31, 2021, our Company, Shanghai Linmon, Tencent Mobility, Mango Ningze, Gongqingcheng Erchen, Beijing Manfu, Linmon AQ, Linmon Dessin, Great Luminosity, Shanghai Yuyi, Zhuhai Yuman, Qianyi Mutian, Jushi Botao and Zhongqing Xinxin and other shareholders of the Company, entered into the Offshore Share Purchase Agreement, pursuant to which our Company:

- (i) issued 57,499,194 Series A Preferred Shares, 6,534,008 Series B Preferred Shares and 4,268,878 Series C Preferred Shares, with a par value of US\$0.000025, to Tencent Mobility;
- (ii) issued 52,272,000 Series B Preferred Shares and 3,484,800 Series C Preferred Shares, with a par value of US\$0.000025, to Great Luminosity;
- (iii) issued 13,500,000 Series C Preferred Shares, with a par value of US\$0.000025, to Shanghai Yuyi;
- (iv) issued 6,534,000 Series B Preferred Shares, with a par value of US\$0.000025, to Mango Ningze;
- (v) issued 6,534,000 Series B Preferred Shares, with a par value of US\$0.000025, to Gongqingcheng Erchen;
- (vi) issued 4,500,000 Series C Preferred Shares, with a par value of US\$0.000025, to Zhongqing Xinxin;
- (vii) issued 3,934,800 Series C Preferred Shares, with a par value of US\$0.000025, to Jushi Botao;
- (viii) issued 3,824,640 Series C Preferred Shares, with a par value of US\$0.000025, to Zhuhai Yuman;
- (ix) issued 1,350,000 ordinary shares, with a par value of US\$0.000025, to Beijing Manfu; and
- (x) issued 675,360 Series C Preferred Shares, with a par value of US\$0.000025, to Qianyi Mutian.

On September 24, 2021, Zhuhai Yuman surrendered 90 Series C Preferred Shares for nil consideration, and on the same day the Company issued 90 Series C Preferred Shares to Qianyi Mutian at par value of US\$0.000025 for each Share to mirror the interests of Zhuhai Yuman and Qianyi Mutian in Shanghai Linmon before the Reorganization.

Save as disclosed above, there has been no alteration in the share capital of our Company during the two years immediately preceding the date of this document.

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3. Changes in the share capital of our subsidiaries

A summary of the corporate information and the particulars of our subsidiaries are set out in Note 1 to the Accountant's Report as set out in Appendix I to this document.

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

| Name of Subsidiary | Place of Incorporation | Date of Incorporation |
|---|-------------------------------|------------------------------|
| Linmon Media (BVI) Limited | British Virgin Islands | June 15, 2021 |
| Linmon Media International Co., Limited | Hong Kong | February 4, 2021 |
| Linmon Media Holding Limited | Hong Kong | July 6, 2021 |
| Shanghai Ningshi | PRC | January 8, 2021 |
| Wuren Guanji | PRC | March 16, 2021 |
| Hainan Linmon | PRC | May 8, 2021 |
| Shanghai Ningchuan | PRC | May 12, 2021 |
| Shanghai Ninghe | PRC | July 27, 2021 |
| Haoyou Benling | PRC | August 25, 2021 |
| Shanghai Ningjie | PRC | August 31, 2021 |
| Beijing Ningle | PRC | January 19, 2022 |
| Yuri Juzeng | PRC | February 10, 2022 |

The following sets out the changes in the share capital of our subsidiaries during the two years immediately preceding the date of this document:

Shanghai Linmon

On December 23, 2019, Shanghai Ningyi Enterprise Management and Consulting Partnership (Limited Partnership) (上海寧熠企業管理諮詢合夥企業(有限合夥)) ("Shanghai Ningyi") entered into an equity transfer agreement with Jushi Botao, pursuant to which, Shanghai Ningyi agreed to transfer 1.093% of the equity interest in Shanghai Linmon held by it to Jushi Botao at the consideration of RMB87,440,000, which was fully settled on July 31, 2020. Shanghai Ningyi was a limited partnership jointly owned by Mr. Su, Ms. Chen, Ms. Xu and Mr. Zhou and was deregistered after the equity transfer above.

On October 23, 2020, the shareholders of Shanghai Linmon passed resolutions approving, among other matters, the conversion of Shanghai Linmon from a limited liability company into a joint stock limited company and the increase of registered capital from RMB5,297,734 to RMB100,000,000 divided into 100,000,000 shares with a nominal value of RMB1.00 each.

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On December 8, 2020, the shareholders of Shanghai Linmon passed resolutions approving, among other matters, the increase of registered capital from RMB100,000,000 to RMB360,000,000.

On July 5, 2021, the shareholders of Shanghai Linmon passed resolutions approving, among other matters, the capital reduction from RMB360,000,000 to RMB255,506,400 and the repurchase and cancellation of 104,493,600 shares. See "History, Reorganization and Corporate Development – Reorganization – 2. Capital Reduction of Shanghai Linmon."

Shanghai Ninghe

On August 6, 2021, the shareholders of Shanghai Ninghe passed resolutions approving the capital increase of Shanghai Ninghe from RMB10,000,000 to RMB500,000,000.

Shanghai Ningjie

On October 22, 2021, the shareholders of Shanghai Ningjie passed resolutions approving the capital increase of Shanghai Ningjie from RMB3,000,000 to RMB500,000,000.

Linmon Kaixin

On June 18, 2020, Shanghai Linmon entered into an equity transfer agreement with Shanghai Shengyun Culture Media Center (上海盛蘊文化傳媒中心), a sole proprietorship enterprise wholly owned by Zhang Yi (張翼), a former director of Linmon Kaixin and a current consultant of the Company, pursuant to which Shanghai Shengyun Culture Media Center agreed to sell, and Shanghai Linmon agreed to purchase, 30% equity interest of Linmon Kaixin at nil consideration. Upon completion of the transaction, Linmon Kaixin is directly owned by Shanghai Linmon as to 100%.

Linmon Yuexin

On September 22, 2020, Shanghai Linmon entered into an equity transfer agreement with Shanghai Sanyang Enterprise Management Center (上海三漾企業管理中心), a sole proprietorship enterprise wholly owned by Yang Xijuan (楊西娟), a former director of Linmon Yuexin, pursuant to which Shanghai Sanyang Enterprise Management Center agreed to sell, and Shanghai Linmon agreed to purchase, 20% equity interest of Linmon Yuexin at the consideration of RMB1. Upon completion of the transaction, Linmon Yuexin is directly owned by Shanghai Linmon as to 100%.

Linmon Media International Co., Limited

On September 21, 2021, Shanghai Ningshi and Linmon Media Holding Limited entered into a share transfer agreement, pursuant to which, Shanghai Ningshi agreed to transfer 100% equity interest in Linmon Media International Co., Limited (incorporated in Hong Kong) to Linmon Media Holding Limited for a consideration of HK\$1. Upon completion of the transaction, Linmon Media International Co., Limited is directly owned by Linmon Media Holding Limited as to 100% of its share capital.

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

4. Resolutions of the Shareholders of Our Company

On [●], resolutions of the Company were passed by the Shareholders that, among other things, conditional upon the satisfaction (or, if applicable, waiver) of the conditions set out in "Structure of the [REDACTED] – Conditions of the [REDACTED]" and pursuant to the terms set out therein:

- (a) the Company conditionally approved and adopted the Memorandum and Articles of Association with effect from the [REDACTED];
- (b) the [REDACTED] and the grant of the [REDACTED] were approved and any executive Directors of our Company from time to time or (if applicable), any of his/their duly authorized attorney (the "Authorized Signatory") were authorized to allot and issue the Shares pursuant to the [REDACTED];
- (c) the [REDACTED] was approved and any Authorized Signatory would be authorized to implement the [REDACTED];
- (d) subject to the "lock-up" provisions under Rule 10.08 of the Listing Rules, a general unconditional mandate would be granted to the Directors to allot, issue and deal with the Shares or securities convertible into Shares or options, warrants or similar rights to subscribe for the Shares or such convertible securities and to make or grant offers, agreements or options which would or might require the exercise of such powers whether during or after the end of the Relevant Period (as defined below), provided that the aggregate number of Shares allotted or agreed to be allotted by the Directors other than pursuant to a (i) rights issue, (ii) any scrip dividend scheme or similar arrangement providing for the allotment of the Shares in lieu of the whole or part of a dividend on the Shares, or (iii) a specific authority granted by the Shareholders in general meeting, shall not exceed the aggregate of:
 - (A) 20% of the total number of Shares in issue immediately following the completion of the [REDACTED] presuming the Assumptions; and
 - (B) the aggregate number of Shares repurchased by the Company (if any) under the general mandate to repurchase Shares referred to in paragraph below,

such mandate to remain in effect during the period from the passing of the resolution until the earliest of (i) the conclusion of the next annual general meeting of the Company unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions, (ii) the expiration of the period within which the next annual general meeting of the Company is required by

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the Memorandum and Articles of Association or any applicable laws to be held, and (iii) the date on which the mandate is varied or revoked by an ordinary resolution of the Shareholders in general meeting (the “**Relevant Period**”), and the Directors were authorised to exercise the powers of the Company referred to above in respect of the share capital of the Company referred to in paragraph (B) above; and

- (e) a general unconditional mandate would be granted to the Directors to exercise all the powers of the Company to repurchase the Shares on the Stock Exchange, or on any other stock exchange on which the Shares may be listed (and which is recognised by the SFC and the Stock Exchange for this purpose) not exceeding in aggregate 10% of the total number of Shares in issue immediately following the completion of the [REDACTED] but excluding (where applicable) any Shares which may be issued pursuant to the exercise of the [REDACTED] of the Company in accordance with all applicable laws and the requirements of the Listing Rules, such mandate to remain in effect during the period from the passing of the resolution until the earliest of (i) the conclusion of the next annual meeting of the Company unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions, (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Memorandum and Articles of Association or any applicable laws to be held, and (iii) the date on which the mandate is varied or revoked by an ordinary resolution of the Shareholders in general meeting.

5. Repurchase of Our Own Securities

The following paragraphs include, among others, certain information required by the Stock Exchange to be included in this document concerning the repurchase of our own securities.

(a) *Provision of the Listing Rules*

The Listing Rules permit companies with a primary listing on the Stock Exchange to repurchase their own securities on the Stock Exchange subject to certain restrictions, the most important of which are summarised below:

(i) *Shareholders' Approval*

All proposed repurchases of Shares must be approved in advance by an ordinary resolution of our Shareholders in a 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 [●], a general unconditional mandate (the “**Repurchase Mandate**”) was given to our Directors authorising them to exercise all powers of our Company to repurchase Shares on the Stock Exchange, or on any other stock exchange on which the securities of our

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Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, with a total nominal value up to 10% of the aggregate nominal value of the share capital of our Company in issue and to be issued immediately following the completion of the [REDACTED] presuming the Assumptions, at any time until the conclusion of the next annual general meeting of our Company, the expiration of the period within which the next annual general meeting of our Company is required by any applicable law or the Memorandum and Articles of Association to be held or when such mandate is revoked or varied by an ordinary resolution of our Shareholders in general meeting, whichever is the earliest.

(ii) Source of Funds

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

(iii) Trading Restrictions

The total number of shares which a listed company may repurchase on the Stock Exchange is the number of shares representing up to a maximum of 10% of the aggregate number of shares in issue. A company may not issue or announce a proposed issue of new securities for a period of 30 days immediately following a repurchase (other than an issue of securities pursuant to an exercise of warrants, share options or similar instruments requiring the company to issue securities which were outstanding prior to such repurchase) without the prior approval of the Stock Exchange. In addition, a listed company is prohibited from repurchasing its shares on the Stock Exchange if the purchase price is 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Stock Exchange. The Listing Rules also prohibit a listed company from repurchasing its securities if the repurchase would result in the number of listed securities which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange. A company is required to procure that the broker appointed by it to effect a repurchase of securities discloses to the Stock Exchange such information with respect to the repurchase as the Stock Exchange may require.

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(iv) Status of Repurchased Shares

The listing of all purchased securities (whether on the Stock Exchange or, otherwise) is automatically cancelled and the relative certificates must be cancelled and destroyed. Under the laws of the Cayman Islands, unless, prior to the purchase the directors of the Company resolve to hold the shares purchased by the Company as treasury shares, shares purchased by the Company shall be treated as cancelled and the amount of the Company's issued share capital shall be diminished by the nominal value of those shares. However, the purchase of shares will not be taken as reducing the amount of the authorised share capital under Cayman Companies Law.

(v) Suspension of Repurchase

A listed company may not make any repurchase of securities after a price sensitive development has occurred or has been the subject of a decision until such time as the price sensitive information has been made publicly available. In particular, during the period of one month immediately preceding the earlier of (a) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of a listed company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules) and (b) the deadline for publication of an announcement of a listed company's 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), the listed company may not repurchase its shares on the Stock Exchange other than in exceptional circumstances. In addition, the Stock Exchange may prohibit a repurchase of securities on the Stock Exchange if a listed company has breached the Listing Rules.

(vi) Reporting Requirements

Certain information relating to repurchases of securities on the Stock Exchange or otherwise must be reported to the Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the following annual report is required to disclose details regarding repurchases of securities made during the year, including a monthly analysis of the number of securities repurchased, the purchase price per share or the highest and lowest price paid for all such repurchases, where relevant, and the aggregate prices paid.

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(vii) Core Connected Persons

The Listing Rules prohibit a company from knowingly purchasing securities on the Stock Exchange from a "core connected person", that is, a director, chief executive or substantial shareholder of the company or any of its subsidiaries or a close associate of any of them (as defined in the Listing Rules) and a core connected person shall not knowingly sell his securities to the company.

(b) Reasons for Repurchases

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

(c) Funding of Repurchases

Repurchase of the Shares must be funded out of funds legally available for such purpose in accordance with the Articles of Association and the applicable laws of the Cayman Islands. Our Directors may not repurchase the Shares on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Subject to the foregoing, our Directors may make repurchases with profits of the Company or out of a new issuance of shares made for the purpose of the repurchase or, if authorised by the Articles of Association and subject to the Cayman Companies Law, out of capital and, in the case of any premium payable on the repurchase, out of profits of the Company or from sums standing to the credit of the share premium account of the Company or, if authorised by the Articles of Association and subject to Cayman Companies Law, out of capital.

However, our Directors do not propose to exercise the Repurchase Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Company or its gearing levels which, in the opinion of our Directors, are from time to time appropriate for our Company.

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(d) General

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately following the completion of the [REDACTED] presuming the Assumptions, could accordingly result in up to approximately [REDACTED] Shares being repurchased by our Company during the period prior to the earliest of:

- the conclusion of the next annual general meeting of our Company unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions;
- the expiration of the period within which our Company's next annual general meeting is required by the Articles of Association or any other applicable laws to be held; or
- the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

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 and the applicable laws and regulations of the Cayman Islands.

None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their respective close associates, have any present intention, if the Repurchase Mandate is exercised, to sell any Shares to our Company.

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

If, as a result of any 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 purposes of the Hong Kong Code on Takeovers and Mergers (the "**Takeovers Code**"). Accordingly, a Shareholder or a group of Shareholders acting in concert, depending on the level of increase of Shareholders' interest, could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

Any repurchase of Shares which results in the number of Shares held by the public being reduced to less than 25% of our Shares then in issue could only be implemented with the approval of the 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.

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B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contracts

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

- (a) a shareholders agreement dated August 31, 2021 entered into among our Company, Linmon Media Holding Limited, Linmon Media (BVI) Limited, Shanghai Ninghe, Shanghai Linmon, Shanghai Ningchuan, Hainan Linmon, Wuren Guanji, Shanghai Ningshi, Dongyang Linmon, Shanghai Ningxin, Linmon Kaixin, Horgos Linmon, Linmon Yuexin, Dongyang Linmon Kaixin, Dongyang Linmon Yuexin, Horgos Linmon Black Tea, Mr. Su Xiao, Ms. Chen Fei, Ms. Xu Xiao'ou, Mr. Zhou Yuan, Lemontree Harvest, A&O Investment, Faye Free, Linmon Run, Lemontree Friendship, Beijing Manfu, Linmon Dessin, Linmon AQ, Tencent Mobility, Mango Ningze, Great Luminosity, Gongqingcheng Erchen, Zhongqing Xinxin, Zhuhai Yuman, Qianyi Mutian, Jushi Botao and Shanghai Yuyi;
- (b) a share purchase agreement dated August 31, 2021 entered into among our Company, Linmon Media Holding Limited, Linmon Media (BVI) Limited, Shanghai Ninghe, Shanghai Linmon, Shanghai Ningchuan, Hainan Linmon, Wuren Guanji, Shanghai Ningshi, Dongyang Linmon, Shanghai Ningxin, Linmon Kaixin, Horgos Linmon, Linmon Yuexin, Dongyang Linmon Kaixin, Dongyang Linmon Yuexin, Horgos Linmon Black Tea, Mr. Su Xiao, Ms. Chen Fei, Ms. Xu Xiao'ou, Mr. Zhou Yuan, Lemontree Harvest, A&O Investment, Faye Free, Linmon Run, Lemontree Friendship, Beijing Manfu, Linmon Dessin, Linmon AQ, Tencent Mobility, Mango Ningze, Great Luminosity, Gongqingcheng Erchen, Zhongqing Xinxin, Zhuhai Yuman, Qianyi Mutian, Jushi Botao and Shanghai Yuyi with respect to the Reorganization of our Company for the purpose of the proposed [REDACTED];
- (c) an exclusive consultation and service agreement dated August 31, 2021 entered into between Shanghai Linmon and Shanghai Ninghe, pursuant to which Shanghai Linmon agreed to engage Shanghai Ninghe as the exclusive provider of technical support, consultation and other services in return for service fees;
- (d) an exclusive option agreement dated August 31, 2021 entered into among Shanghai Linmon, Shanghai Ninghe and the Registered Shareholders, pursuant to which Shanghai Ninghe was granted an irrevocable, unconditional and exclusive right to require the Registered Shareholders to transfer any or all their equity interests in Shanghai Linmon to Shanghai Ninghe and/or any third party designated by it, in whole or in part at any time and from time to time;

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- (e) an equity pledge agreement dated August 31, 2021 entered into among Shanghai Ninghe, Shanghai Linmon and each of the Registered Shareholders, pursuant to which the Registered Shareholders agreed to pledge all their respective equity interests in Shanghai Linmon that they own, including any interest or dividend paid for the shares, to Shanghai Ninghe as a security interest to guarantee the performance of contractual obligations and all compensation liability of the pledgee arising from the invalidation, revocation or termination of the Exclusive Consultation and Service Agreement, the Exclusive Option Agreement and/or the Proxy Agreement;
- (f) a proxy agreement dated August 31, 2021 entered into among Shanghai Ninghe, Shanghai Linmon and the Registered Shareholders, pursuant to which each of the Registered Shareholders irrevocably appointed the persons designated by Shanghai Ninghe as its attorneys-in-fact to exercise on its behalf, any and all right that it has in respect of its equity interests in Shanghai Linmon;

[REDACTED]

2. Intellectual Property Rights

(a) Trademarks

(i) Trademarks Registered in the PRC

As at the Latest Practicable Date, we had registered the following trademarks in the PRC which we consider to be or may be material to our business:

| No. | Trademark | Registered Owner | Class | Registered Number | Registered Expiry Date |
|-----|---|------------------|-------|-------------------|------------------------|
| 1. | 柠萌影业 | Shanghai Linmon | 38 | 19894304 | June 27, 2027 |
| 2. | 柠萌影业 | Shanghai Linmon | 41 | 19894938 | July 27, 2028 |
| 3. | 柠萌影业 | Shanghai Linmon | 41 | 23860222 | July 27, 2028 |
| 4. | 柠萌影业 | Shanghai Linmon | 41 | 19250818 | April 13, 2027 |
| 5. |  | Shanghai Linmon | 9 | 19893937 | September 13, 2027 |

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| No. | Trademark | Registered Owner | Class | Registered Number | Expiry Date |
|-----|---|------------------|-------|-------------------|------------------|
| 6. |  | Shanghai Linmon | 35 | 19894107 | June 27, 2027 |
| 7. |  | Shanghai Linmon | 38 | 19894345 | June 27, 2027 |
| 8. |  | Shanghai Linmon | 41 | 19894912 | June 27, 2027 |
| 9. |  | Shanghai Linmon | 42 | 19895106 | June 27, 2027 |
| 10. |  | Shanghai Linmon | 9 | 20246567 | August 6, 2027 |
| 11. |  | Shanghai Linmon | 35 | 20247018 | June 27, 2028 |
| 12. |  | Shanghai Linmon | 38 | 20247171 | July 27, 2027 |
| 13. |  | Shanghai Linmon | 41 | 20247758 | October 13, 2027 |
| 14. |  | Shanghai Linmon | 42 | 20247988 | July 27, 2027 |

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(ii) Trademarks Registered in Hong Kong

As at the Latest Practicable Date, we had registered the following trademarks in Hong Kong which we consider to be or may be material to our business:

| No. | Trademark | Registered Owner | Class | Registered Number | Expiry Date |
|-----|--|------------------|-------|-------------------|---------------|
| 1. | A  柠萌影业 | Shanghai Linmon | 9,41 | 305587732 | April 8, 2031 |
| | B  柠萌影业 | | | | |

(iii) Trademarks Applications Pending in the PRC

As at the Latest Practicable Date, we had applied for the registration of the following trademarks in the PRC which we consider to be or may be material to our business:

| No. | Trademark | Applicant | Class | Application Number | Application Date |
|-----|-------------------------|-----------------|-------|--------------------|------------------|
| 1. | 柠萌传媒 LINMON PICTURES | Shanghai Linmon | 41 | 54010439 | March 3, 2021 |

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(b) Copyrights

As of the Latest Practicable Date, we were the owner of and had the right to use the following copyrights which we consider to be or may be material to our business:

(i) Registered copyright

| No. | Name of Copyright | Owner |
|-----|--|-----------------|
| 1. | Twenty Your Life on episodes (劇集《二十不惑》) | Shanghai Linmon |
| 2. | Nothing but Thirty episodes (劇集《三十而已》) | Shanghai Linmon |
| 3. | Hunting episodes (劇集《獵狐》) | Shanghai Linmon |
| 4. | A Little Reunion episodes (劇集《小歡喜》) | Shanghai Linmon |
| 5. | Novoland: Eagle Flag episodes (劇集《九州縹緲錄》) | Shanghai Linmon |
| 6. | Linmon Jun image (檸萌君形象) | Shanghai Linmon |

(ii) Copyrights in relation to the TV/web dramas and web films

| No. | Name of Copyright | Ownership | Owner |
|-----|---------------------------------------|---|--|
| 1. | Nothing but Thirty (三十而已) | Wholly-owned copyright | Shanghai Linmon |
| 2. | Twenty Your Life on (二十不惑) | Wholly-owned copyright | Shanghai Linmon |
| 3. | A Little Dilemma (小舍得) | Wholly-owned copyright | Shanghai Linmon |
| 4. | A Little Reunion (小歡喜) | Wholly-owned copyright | Shanghai Linmon |
| 5. | A Love for Separation (小別離) | Wholly-owned copyright | Shanghai Linmon |
| 6. | Hunting (獵狐) | Wholly-owned copyright | Shanghai Linmon |
| 7. | Novoland: Eagle Flag (九州縹緲錄) | Wholly-owned copyright | Shanghai Linmon |
| 8. | Only Side by Side with You (南方有喬木) | Wholly-owned copyright | Shanghai Linmon |
| 9. | Legend of Fuyao (扶搖) | Wholly-owned copyright (jointly owned by Shanghai Linmon and Horgos Linmon Black Tea) | Shanghai Linmon and Horgos Linmon Black Tea |

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| No. | Name of Copyright | Ownership | Owner |
|-----|---------------------------------|-----------------------------------|-----------------|
| 10. | Fighter of the Destiny (擇天記) | Proportionally owned copyright | Horgos Linmon |
| 11. | To Be a Better Man (好先生) | Proportionally owned copyright | Shanghai Linmon |
| 12. | Beyond (超越) | Wholly-owned copyright | Shanghai Linmon |
| 13. | Xiaomin's House (小敏家) | Wholly-owned copyright | Shanghai Linmon |
| 14. | To Fly with You (陪你逐風飛翔) | Wholly-owned copyright | Shanghai Linmon |
| 15. | Under the Skin (獵罪圖鑑) | Wholly-owned copyright | Shanghai Linmon |

(iii) *Licensed rights of works*

| No. | Name of Copyright | Licensee | Rights | Period |
|-----|---|-----------------|---|---|
| 1. | New Heart (episodes) | Shanghai Linmon | Adaptation right (TV series) | August 15, 2020 to August 14, 2025 |
| 2. | The Rebirth of an Illfated Consort (重生 之嫡女禍妃) (novel) | Shanghai Linmon | Adaptation right (movies, TV Series, games, animation and comics) | April 1, 2019 to March 31, 2026 |
| 3. | You Shall Have a Day Like This Too (你也有 今天) (novel) | Shanghai Linmon | Adaptation right (movies and TV Series) | March 5, 2019 to March 14, 2024 |
| 4. | The Small Mansion Gate (小宅門) (novel) | Shanghai Linmon | Adaptation right (audiovisual works) | September 4, 2020 to September 3, 2028 |
| 5. | There are No Good Men or Women Here (這裡 沒有善男信女) (novel) | Shanghai Linmon | Adaptation right (movies and TV Series) | March 6, 2020 to March 5, 2025 |
| 6. | A Thousand Miles of Moonlight (月明千里) (novel) | Shanghai Linmon | Adaptation right (movies and TV Series) | December 16, 2020 to December 15, 2025 |
| 7. | Fickle Lover Recycling Manual (薄情人回收 手冊) (novel) | Shanghai Linmon | Adaptation right (movies and TV Series) | January 21, 2021 to January 24, 2026 |
| 8. | Danis Haiguerre (丹尼海格) (novel) | Shanghai Linmon | Adaptation right (TV series) | April 17, 2017 to April 16, 2022 |

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| No. | Name of Copyright | Licensee | Rights | Period |
|-----|--|-----------------|---|--|
| 9. | A Little Reunion 2022 (小歡喜2022) (novel) | Shanghai Linmon | Adaptation right (audiovisual works) | October 26, 2021 to October 25, 2027 |
| 10. | The Wife of Chaff (糟糠 之妻) (novel) | Shanghai Linmon | Adaptation right (movies and TV Series) | July 18, 2019 to July 30, 2025 |

3. Domain names

As at the Latest Practicable Date, we owned the following domain names which we consider to be or may be material to our business:

| No. | Domain Name | Registered Owner | Expiry Date |
|-----|-----------------------|------------------|--------------------|
| 1. | lemonpictures.cn | Shanghai Linmon | July 14, 2024 |
| 2. | lemonpictures.com.cn | Shanghai Linmon | July 14, 2024 |
| 3. | lemonpictures.net | Shanghai Linmon | July 14, 2024 |
| 4. | linmonpictures.cn | Shanghai Linmon | September 28, 2024 |
| 5. | linmonpictures.com.cn | Shanghai Linmon | September 28, 2024 |
| 6. | linmonpictures.com | Shanghai Linmon | September 28, 2024 |
| 7. | linmon.cn | Shanghai Linmon | September 29, 2024 |
| 8. | linmon.com.cn | Shanghai Linmon | September 29, 2024 |

Save as aforesaid, as of the Latest Practicable Date, there were no other trade or service marks, patents, intellectual or industrial property rights which were material in relation to our business.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS

1. Particulars of Directors' service contracts and appointment letters

(a) Executive Director

Our executive Director [has] entered into a service contract with us pursuant to which he agreed to act as executive Director for an initial term of three years with effect from the date of this document and until the third annual general meeting of our Company since the [REDACTED] (whichever ends earlier). Either party has the right to give not less than three months' written notice to terminate the agreement. Details of the Company's remuneration policy is described in section headed "Directors and Senior Management – Compensation of Directors and Senior Management."

(b) Non-executive Directors and independent non-executive Directors

Each of the non-executive Directors has entered into an appointment letter with our Company on [●]. The initial term for their appointment letters shall commence from the date of this document and shall continue for three years after or until the third annual general meeting of the Company since the [REDACTED], whichever ends earlier, until terminated in accordance with the terms and conditions of the appointment letter or by either party giving to the other not less than three months' prior notice in writing subject always to re-election as and when required under the Memorandum and Articles of Association.

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Each of the independent non-executive Directors has entered into an appointment letter with our Company on [●]. The initial term for their appointment letters shall be three years from the date of this document or until the third annual general meeting of the Company since the [REDACTED], whichever ends earlier, until terminated in accordance with the terms and conditions of the appointment letter or by either party giving to the other not less than three months' prior notice in writing subject always to re-election as and when required under the Memorandum and Articles of Association.

2. Remuneration of Directors

- (a) Save as disclosed above, none of our Directors has or is proposed to have a service contract with the Company other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).
- (b) During the three years ended December 31, 2019, 2020 and 2021, the aggregate amount of fees, salaries, allowances, retirement benefits scheme contributions and other benefits incurred for our Directors were RMB9,139,000, RMB8,676,000 and RMB9,244,000, respectively. Further information on the remuneration of each Director during the Track Record Period is set out in Appendix I to this document.
- (c) Under the arrangements currently in force, the aggregate amount of remuneration payable by our Group to our Directors for the financial year ending December 31, 2022 is expected to be approximately RMB14.62 million (excluding discretionary bonus and without consideration of the employee incentive scheme).
- (d) No remuneration was paid to our Directors or the five highest paid individuals as an inducement to join, or upon joining, our Group. During the Track Record Period, no compensation was paid to, or has been received by, our Directors, former Directors or the five highest paid individuals for the loss of office as director of any member of our Group or of any other office in connection with the management of the affairs of any member of our Group. None of our Directors waived any emoluments during the Track Record Period.
- (e) Save as disclosed above, no other payments have been paid or are payable in respect of the Track Record Period to our Directors by our Group.

3. Disclosure of interests

- (a) *Interests and short positions of our Directors in the share capital of our Company and its associated corporations following completion of the [REDACTED]*

Immediately following completion of the [REDACTED] (assuming the [REDACTED] is not exercised), the interests or short positions of our Directors and chief executives in the Shares, underlying shares and debentures of our Company, within the meaning of Part XV of the SFO, which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including

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interests and short positions which he/she 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 recorded in the register referred to therein, or which will be required to be notified to our Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies contained in the Listing Rules, will be as follows:

(i) *Interest in Shares*

| Name of Director | Nature of interest | Number of Shares held | Approximate percentage of shareholding interest⁽¹⁾ |
|-------------------------------|--|------------------------------|--|
| Mr. Su Xiao ⁽²⁾ | Interest in controlled corporation; interest held jointly with other persons | 159,782,040 | [REDACTED] |
| Ms. Chen Fei ⁽²⁾ | Interest in controlled corporation; interest held jointly with other persons | 159,782,040 | [REDACTED] |
| Ms. Xu Xiao'ou ⁽²⁾ | Interest in controlled corporation; interest held jointly with other persons | 159,782,040 | [REDACTED] |
| Mr. Zhou Yuan ⁽²⁾ | Interest in controlled corporation; interest held jointly with other persons | 159,782,040 | [REDACTED] |

Notes:

- (1) The calculation is based on the total number of [REDACTED] Shares in issue immediately after the [REDACTED] presuming the Assumptions.
- (2) See “Substantial Shareholders” in this document for details.

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(ii) *Interest in associated corporations*

| Name of Director | Name of associated corporation | Nature of interest | Number of Shares held | Approximate percentage of interest as of the Latest Practicable Date |
|-------------------------------|--------------------------------|---|-----------------------|--|
| Mr. Su Xiao ⁽¹⁾ | Shanghai Linmon | Beneficial Interest; interest held jointly with other persons | 187,204,320 | 73.27% ⁽²⁾ |
| Ms. Chen Fei ⁽¹⁾ | Shanghai Linmon | Beneficial Interest; interest held jointly with other persons | 187,204,320 | 73.27% ⁽²⁾ |
| Ms. Xu Xiao'ou ⁽¹⁾ | Shanghai Linmon | Beneficial Interest; interest held jointly with other persons | 187,204,320 | 73.27% ⁽²⁾ |
| Mr. Zhou Yuan ⁽¹⁾ | Shanghai Linmon | Beneficial Interest; interest held jointly with other persons | 187,204,320 | 73.27% ⁽²⁾ |

Notes:

- (1) Under the SFO, the deemed interest of each of Mr. Su, Ms. Chen, Ms. Xu, and Mr. Zhou in Shanghai Linmon consists of (i) the number of shares held by him/her, and (ii) the shares held by other Controlling Shareholders as they are parties acting in concert.
- (2) The deemed interest of 73.27% for each of Mr. Su, Ms. Chen, Ms. Xu and Mr. Zhou in Shanghai Linmon includes:
 - (i) the 62.53% interests in Shanghai Linmon directly held by them;
 - (ii) the 5.71% interests in Shanghai Linmon held by Shanghai Guanhong and Shanghai Guanhan. Each of Shanghai Guanhong and Shanghai Guanhan is a limited partnership established under the laws of the PRC as an employee share incentive shareholding platform of Shanghai Linmon prior to the Reorganization. After the Reorganization, the relevant interests of the employees in Shanghai Guanhong and Shanghai Guanhan have been reflected in the Options granted to such employees under the Pre-[REDACTED] Share Option Scheme. As of the Latest Practicable Date, Mr. Zhou acts as the general partner of Shanghai Guanhong. The only limited partner of Shanghai Guanhong is Shanghai Huazhangtai Enterprise Management Consulting Co., Ltd. (上海花章台企業管理諮詢有限公司), a company wholly owned by Mr. Su. As of the Latest Practicable Date, Ms. Chen acts as the general partner of Shanghai Guanhan. The only limited partner of Shanghai Guanhan is Mr. Zhou. In light of the above and the Concert Party Agreement, each of Mr. Su, Ms. Chen, Ms. Xu and Mr. Zhou would be deemed to be interested in all the shares of Shanghai Linmon held by Shanghai Guanhong and Shanghai Guanhan; and

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- (iii) the 5.03% interests in Shanghai Linmon held by Shanghai Guoshi and Shanghai Guoyun. Each of Shanghai Guoshi and Shanghai Guoyun is a limited partnership established under the laws of the PRC as a supplier share incentive shareholding platform of Shanghai Linmon before and after the Reorganization. After the Reorganization, relevant interests of the suppliers in Shanghai Guoshi and Shanghai Guoyun have been reflected in the shareholding of Lemontree Friendship. As of the Latest Practicable Date, the largest limited partner of Shanghai Guoshi, Ms. Yang Xijuan, holds 37.2000% of its partnership interests, and no other limited partner holds more than 30% of the partnership interests in Shanghai Guoshi. Mr. Su acts as the general partner of Shanghai Guoshi. As of the Latest Practicable Date, the largest limited partner of Shanghai Guoyun, Mr. Zhang Xiaobo, holds 82.0102% of its partnership interests. Ms. Xu acts as the general partner of Shanghai Guoyun. In light of the above and the Concert Party Agreement, each of Mr. Su, Ms. Chen, Ms. Xu and Mr. Zhou would be deemed to be interested in all the shares of Shanghai Linmon held by Shanghai Guoshi and Shanghai Guoyun as Mr. Su and Ms. Xu act as the general partners of Shanghai Guoshi and Shanghai Guoyun, respectively.

Save as set out above, the Directors are not aware of any of our Directors or chief executives who will, immediately following completion of the [REDACTED], has any interests and/or short positions in the Shares, underlying shares and debentures of our Company's associated corporations (within the meaning of Part XV of the SFO), which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he/she 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 recorded in the register referred to therein, or which will be required to be notified to our Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies contained in the Listing Rules.

(b) Interests and short positions disclosable under Divisions 2 and 3 of Part XV of the SFO

For information on the persons who will, immediately following the completion of the [REDACTED], 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 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, please refer to the section headed "Substantial Shareholders" in this document.

Immediately following completion of the [REDACTED] presuming the Assumptions, the following entity directly or indirectly be interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of other members of our Group (excluding the Company):

| Name | Member of our Group | Nature of Interest | Approximate Percentage of Interest |
|--------------------|----------------------------|---------------------------|---|
| Tencent Investment | Shanghai Linmon | Beneficial owner | 26.73% |

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Save as set out above, as of the Latest Practicable Date, our Directors were not aware of any persons who would, immediately following the completion of the [REDACTED] presuming the Assumptions, be interested, directly or indirectly, in 10% or more of the nominal 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 share capital.

4. Disclaimers

- (a) None of the Directors or any experts named in the paragraph headed "E. Other Information – 4. Consents of Experts" below 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 the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;
- (b) none of the Directors or any experts named in the paragraph headed "E. Other Information – 4. Consents of Experts" below 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;
- (c) none of our Directors or any of experts named in the paragraph headed "E. Other Information – 4. Consents of Experts" below has any existing or proposed service contracts with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation));
- (d) taking no account of any Shares which may be taken up under the [REDACTED], so far as is known to any Director or chief executive of the Company, save as disclosed in the paragraph headed "C. Further Information about Our Directors – 3. Disclosure of interests", no other person will, immediately following completion of the [REDACTED], have interests or short positions in our Shares and underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or (not being a member of the Group), 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 the Group;
- (e) save as disclosed in the paragraph headed "C. Further Information about Our Directors – 3. Disclosure of interests", none of the Directors or chief executive of the Company has any interests or short positions in our Shares, underlying shares or debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to the 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

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the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered into the register referred to therein, or will be required, pursuant to the Model Code for Securities Transaction by Directors of Listed Issuers, to be notified to the Company and the Stock Exchange once our Shares are [REDACTED] thereon; and

- (f) so far as is known to our Directors, none of our Directors, their respective close associates or our Shareholders who are interested in more than 5% of the share capital of our Group has any interests in the five largest customers or the five largest suppliers of our Group, except for Tencent Group, one of the five largest customers of the Group for each of the Track Record Period which held approximately 19.8% of the issued share capital of our Company as of the Latest Practicable Date.

D. PRE-[REDACTED] SHARE OPTION SCHEME

The following is a summary of the principal terms of the Pre-[REDACTED] Share Option Scheme adopted by the Shareholders on September 24, 2021. The terms of the Pre-[REDACTED] Share Option Scheme are not subject to the provisions of Chapter 17 of the Listing Rules as it will not involve the grant of options by us to subscribe for Shares after the [REDACTED].

(a) Purpose

The purpose of the Pre-[REDACTED] Share Option Scheme is to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentives to selected employees and consultants, and to promote the success of the Company's business by offering these individuals an opportunity to acquire a proprietary interest in the success of the Company or to increase this interest, by permitting them to purchase Shares of the Company.

(b) Who may join

The administrator of the Pre-[REDACTED] Share Option Scheme (the "**Administrator**"), a committee consisting of Mr. Su, Ms. Chen, Ms. Xu and Mr. Zhou, may, subject to the approval of any relevant authorities and the requisite approval under the Memorandum and Articles of Association, in its sole discretion, determine any employees and consultants of the Group, to be eligible to participate in the Pre-[REDACTED] Share Option Scheme and take up options (the "**Options**") to subscribe for Shares.

Each grant of an Option under the Pre-[REDACTED] Share Option Scheme shall be evidenced by an option agreement between the grantee of Pre-[REDACTED] Share Option Scheme (the "**Grantee**") and the Company (the "**Option Agreement**"). The Options are granted for nil consideration.

(c) Maximum number of Shares

The maximum aggregate number of Shares that may be issued under the Pre-[REDACTED] Share Option Scheme shall not exceed 14,680,471 Shares, representing [REDACTED]% of the total issued Shares immediately following the completion of the [REDACTED] presuming the Assumptions.

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(d) Vesting period

Details of the vesting period of the Options under the Options are set out in the paragraph headed "(k) Details of the Options granted under the Pre-[REDACTED] Share Option Scheme" below.

(e) Exercise of the Options

The exercise price of the Options shall be at the discretion of the Administrator and to the extent an applicable Option Agreement so provides. A Grantee may exercise his or her option within the term specified in the Option Agreement. The Option, to the extent then vested, shall only become exercisable upon the [REDACTED] unless otherwise determined by the Administrator. The period shall commence on the day upon which the offer for the grant of Options is made but shall end in any event not later than ten (10) years from the date of grant. Subject to the preceding sentence, the Administrator in its sole discretion shall determine when an Option is to expire.

(f) Dividend and voting rights

No dividends will be payable and no voting rights or any other rights as a member will be exercisable until the Shares are actually issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except for any alteration in the Shares of the Company.

(g) Restrictions on transfer of Shares

Any Shares issued upon exercise of an Option shall be subject to transfer restrictions as the Administrator may determine.

Unless otherwise waived by the Administrator, upon exercise of an Option, the Grantee shall enter into a power of attorney to unconditionally and irrevocably authorize and entrust Mr. Su to exercise all voting rights attached to the Shares subject to an Option with the terms of the power of attorney determined by the Administrator in its sole discretion.

(h) Early Termination of Options

Death, disability or retirement of Grantee

If the Grantee ceases to be an employee or consultant of the Group by reason of his death, retirement or permanent and physical disability, then the Grantee's Option shall expire on the earlier of the following dates:

- (i) The Administrator in its sole discretion shall determine when an Option is to expire, but in any event the term shall not exceed ten (10) years from the date of Grant; or

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- (ii) The last day of the six-month period following the Grantee's death, retirement, or permanent physical disability, or such later date as the Administrator may determine and specify in the Option Agreement.

Other terminations of service

If the Grantee ceases to be an employee or consultant of the Group for any reason other than death or disability, then the Grantee's Options shall expire on the earliest of the following occasions:

- (i) The Administrator in its sole discretion shall determine when an Option is to expire, but in any event the term shall not exceed ten (10) years from the date of grant;
- (ii) Immediately expired following the termination of the Grantee's relationship as an employee or consultant for any reason other than the occasions set out in section (iii) below, or such later date as determined and specified by the Administrator in the Option Agreement; or
- (iii) Immediately expired upon termination or demission of such Grantee's relationship as an employee or consultant due to (a) infringement of Company's interest by, or other fault or negligence of such Grantee at Company's judgment, (b) fraud, dishonesty, embezzlement, gross negligence or willful misconduct in the performance of his or her duty to the Group, or (c) material or willful violation of any laws or regulations, or upon the Grantee's infringement of the Company's interest by breaching of his/her non-competition or non-solicitation obligations to the Group under relevant agreement(s) or unauthorized use or disclosure of any proprietary information or trade secrets of the Group.

(i) Rights are personal to Grantee

The Options shall be personal to each Grantee. Unless otherwise determined by the Administrator and provided in the applicable Option Agreement, no Option 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 qualified domestic relations order, and shall not be subject to execution, attachment, or similar process. Upon any attempt to pledge, assign, hypothecate, transfer, or otherwise dispose of any Option or of any right or privilege conferred by the Pre-[REDACTED] Share Option Scheme contrary to the provisions hereof, or upon the sale, levy or attachment or similar process upon the rights and privileges conferred by this Pre-[REDACTED] Share Option Scheme, such Option shall thereupon terminate and become null and void. Options may be exercised during the lifetime of the Grantee only by the Grantee.

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(j) Termination and alteration of the Pre-[REDACTED] Share Option Scheme

The Pre-[REDACTED] Share Option Scheme will terminate on the tenth anniversary of the later of (i) the effective date of the Pre-[REDACTED] Share Option Scheme, or (ii) the date of the most recent duly approval by the members of the Company of an increase in the number of Shares reserved for issuance under the Pre-[REDACTED] Share Option Scheme, in accordance with the Shareholders Agreement.

The Board may at any time amend, alter, suspend, or terminate the Pre-[REDACTED] Share Option Scheme. No amendment, alteration, suspension, or termination of the Pre-[REDACTED] Share Option Scheme shall materially and adversely impair the rights of any Grantee with respect to an outstanding Option, unless mutually agreed otherwise between the Grantee and the Administrator, which agreement must be in writing and signed by the Grantee and the Company. Termination of the Pre-[REDACTED] Share Option Scheme shall not affect the Administrator’s ability to exercise the powers granted to it hereunder with respect to Options granted under the Pre-[REDACTED] Share Option Scheme prior to the date of such termination. No Shares shall be issued or sold under the Pre-[REDACTED] Share Option Scheme after the termination thereof, except upon exercise of an Option granted prior to the termination of the Pre-[REDACTED] Share Option Scheme.

(k) Details of the Options granted under the Pre-[REDACTED] Share Option Scheme

As of the Latest Practicable Date, the Options under the Pre-[REDACTED] Share Option Scheme have been granted to [80] Grantees, and all of these Options have not been exercised and remained outstanding. Assuming full vesting and exercise of the outstanding Options, the shareholding percentage of our Shareholders immediately following the [REDACTED] would be diluted by approximately [REDACTED]% as calculated based on [REDACTED] Shares then in issue (without taking into account any Shares which may be allotted and issued pursuant to the exercise of the [REDACTED]) and the dilution effect on our earnings per Share would be [REDACTED]%. The table below sets out the details of options granted to the connected person of the Company under the Pre-[REDACTED] Share Option Scheme. No Director or member of the senior management of the Company was granted Options under the Pre-[REDACTED] Share Option Scheme:

| Name of Grantee | Address | Relationship with the Group/ Positions held in our Company | Date of grant | Total number of Shares underlying the Options granted | Vesting period | Exercise price (RMB) | Approximate percentage of equity interest in the Company immediately following completion of the [REDACTED] presuming the Assumptions |
|-----------------|--|--|---------------|---|--|----------------------|---|
| Ms. Cai Di (蔡迪) | Room 301, No. 55, Lane 1000, Huajing Road, Xuhui District, Shanghai, the PRC | the chief financial officer of the Company and a director of Shanghai Linmon | May 8, 2017 | 776,560 | 4 years from grant date ⁽¹⁾ | 7.7262 | [REDACTED] |

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| Name of Grantee | Address | Relationship with the Group/ Positions held in our Company | Date of grant | Total number of Shares underlying the Options granted | Vesting period | Exercise price (RMB) | Approximate percentage of equity interest in the Company immediately following completion of the [REDACTED] presuming the Assumptions |
|-----------------|---------|--|--------------------|---|---|----------------------|---|
| | | | September 28, 2021 | 358,668 | 4 years from vesting commencement date ⁽²⁾ | 11.1111 | [REDACTED] |

Notes:

- (1) the Options granted shall vest in full upon expiry of the four-year vesting period.
- (2) 25%, 25%, 25% and 25% of the total number of the Options granted shall vest on the first, second, third and fourth anniversary of the vesting commencement date, respectively. The vesting commencement date is October 1, 2021.

The table below shows the details of Options granted to our employees and consultants, other than the Grantees as set out in the table above under the Pre-[REDACTED] Share Option Scheme as of the Latest Practicable Date:

| Date of grant | Total Number of Shares underlying the Options granted | Vesting period | Exercise price (RMB) | Approximate percentage of equity interest in the Company immediately following completion of the [REDACTED] presuming the Assumptions |
|--------------------------------------|---|---|--|---|
| December 31, 2015 | 682,150 | 4 years from grant date ⁽¹⁾ | 2.0870 | [REDACTED] |
| March 10, 2017 to June 1, 2017 | 4,173,051 | 4 years from grant date ⁽¹⁾ | 7.7262 | [REDACTED] |
| July 1, 2020 | 388,280 | 2 years from grant date ⁽²⁾ | 10.00 | [REDACTED] |
| September 28, 2021 to March 21, 2022 | 6,468,323 | 4 years from vesting commencement date ⁽³⁾ | par value of the Shares of the Company/11.1111 | [REDACTED] |

Notes:

- (1) the Options granted shall vest in full upon expiry of the four-year vesting period.
- (2) 50% and 50% of the total number of the Options granted shall vest on the first and second anniversary of the grant date, respectively.
- (3) 25%, 25%, 25% and 25% of the total number of the Options granted shall vest on the first, second, third and fourth anniversary of the vesting commencement date, respectively. Vesting commencement date shall be the later of (i) October 1, 2021 or (ii) the day after the expiration of the probation period of the relevant employee.

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Application has been made to the Stock Exchange for the [REDACTED], and permission to deal in, our Shares which may be issued pursuant to the exercise of the Options, that is 14,680,471 Shares representing [REDACTED]% of total Shares in issue immediately following completion of the [REDACTED] presuming the Assumptions.

Our Company has applied for, and [has been granted], (i) a waiver from the Stock Exchange from strict compliance with the disclosure requirements under Rule 17.02(1)(b) and paragraph 27 of Appendix IA to the Listing Rules; and (ii) an exemption from the SFC from strict compliance with the disclosure requirements of paragraph 10(d) of Part I of the Third Schedule to the Companies Ordinance. See "Waivers from Strict Compliance with the Listing Rules and Exemptions from Strict Compliance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance" for details.

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.

2. Litigation

So far as our Directors are aware, no litigation or claim of material importance is pending or threatened against any member of our Group.

3. Joint Sponsors

The Joint Sponsors have made an application on our behalf to the [REDACTED] for the [REDACTED] of, and permission to deal in, our Shares in issue, and our Shares to be issued pursuant to the [REDACTED] (including any Shares which may fall to be issued pursuant to the exercise of the [REDACTED] and the Pre-[REDACTED] Share Option Scheme). All necessary arrangements have been made enabling the Shares to be admitted into CCASS.

Each of the Joint Sponsors satisfies the independence criteria applicable to sponsors as set out in Rule 3A.07 of the Listing Rules.

Our Company has entered into an engagement agreement with the Joint Sponsors, pursuant to which our Company agreed to pay each of the Joint Sponsors a fee of US\$500,000 to act as a sponsor for the [REDACTED], totalling an amount of US\$1,000,000.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

4. Consents of Experts

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

| Name | Qualification |
|---|---|
| Morgan Stanley Asia Limited | A 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) of regulated activities as defined under the SFO |
| China International Capital Corporation Hong Kong Securities Limited | A licensed corporation 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) regulated activities as defined under the SFO |
| Ernst & Young | Certified Public Accountants and Registered Public Interest Entity Auditor |
| CM Law Firm | Qualified PRC Legal Advisor |
| Harney Westwood & Riegels | Cayman Islands attorneys-at-law |
| Frost & Sullivan (Beijing) Inc., Shanghai Branch Co. | Industry consultant |
| King & Wood Mallesons | Tax Counsel |

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

5. Binding Effect

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

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6. Bilingual Document

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

7. Compliance Adviser

Our Company have appointed Somerley Capital Limited as its compliance adviser in compliance with Rule 3A.19 of the Listing Rules.

8. Preliminary Expenses

Our Company has not incurred any material preliminary expense.

9. No Material Adverse Change

The Directors confirm that there has been no material adverse change in our financial or trading position since December 31, 2021 (being the date of our latest audited financial statements) and there has been no event since December 31, 2021 which would materially affect the information shown in the Accountant's Report set out in Appendix I to this document.

10. Miscellaneous

- (a) Save as disclosed in this section, within the two years immediately preceding the date of this document:
 - (i) no share or loan capital or debenture of our Company or any of our subsidiaries has been issued or agreed to be issued or is proposed to be issued for cash or as fully or partly paid other than in cash or otherwise; and
 - (ii) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any share or loan capital of our Company or any of its subsidiaries by our Company for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares in or debentures of our Company or any of our subsidiaries.

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- (b) There are no founder, management or deferred shares nor any debentures in our Company or any of our subsidiaries.
- (c) Save as disclosed in this section, no share or loan capital or debenture of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option.
- (d) Save as disclosed in the paragraph headed "B. Further Information about our Business – 1. Summary of Material Contracts" in this section, none of our Directors or experts (as named in this document), have any interest, direct or indirect, 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.
- (e) We do not have any promoter. 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 [REDACTED] and the related transactions described in this document within the two years immediately preceding the date of this document.
- (f) No equity or debt securities of any company within our Group is presently listed on any stock exchange or traded on any trading system nor is any listing or permission to deal being or proposed to be sought.
- (g) There has been no interruption in our business which may have or have had a significant effect on the financial position in the last 12 months.
- (h) Our Company has no outstanding convertible debt securities or debentures.
- (i) There is no arrangement under which future dividends are waived or agreed to be waived.