
[REDACTED] FROM THE [REDACTED] AND ESCROW ACCOUNT

[REDACTED] FROM THE [REDACTED]

We will receive gross [REDACTED] of HK\$[REDACTED] from this [REDACTED] and HK\$[REDACTED] from the [REDACTED] of the Promoter Warrants.

In accordance with the Listing Rules, 100% of the gross [REDACTED] from the [REDACTED] will be deposited in a ring-fenced Escrow Account domiciled in Hong Kong held by BOCI-Prudential Trustee Limited acting as the custodian of the Escrow Account. See “— Escrow Account” below for details.

Upon the completion of the De-SPAC Transaction, the funds held in the Escrow Account will be first used to settle outstanding share redemption requests. The remaining funds held in the Escrow Account will be used to pay any portion of the consideration for the De-SPAC Transaction (which must have a fair market value representing at least 80% of the gross [REDACTED] from the [REDACTED] at the time of entry into a binding agreement for the De-SPAC Transaction) which is not funded by the equity or debt financing to be conducted contemporaneous with or prior to the completion of the De-SPAC Transaction, and following that, to repay any loans drawn under the Loan Facility, to pay expenses associated with our De-SPAC Transaction and to pay deferred [REDACTED]. We may use the remaining balance of the cash released to us from the Escrow Account, if any, for general corporate purposes after completion of the De-SPAC Transaction, including for maintenance or expansion of operations of the Successor Company, the payment of principal or interest due on indebtedness incurred in completing our De-SPAC Transaction, to fund the acquisition of other businesses which may be conducted by the Successor Company after completion of the De-SPAC Transaction, or for working capital of the Successor Company.

In accordance with the Listing Rules, at the time of entry into a binding agreement for the De-SPAC Transaction, a De-SPAC Target must have a fair market value representing at least 80% of the funds raised from the [REDACTED] (prior to any redemption of the SPAC Shares). Depending on the size of the De-SPAC Target, we may need to obtain additional financing to complete our De-SPAC Transaction. If required, we could seek such additional capital through various financing sources, including the following means as permitted by the Listing Rules:

- (a) contemporaneous with the completion of the De-SPAC Transaction, by way of equity (including by way of a placement or subscription for our equity securities by independent third party investors, including sophisticated, institutional and/or accredited investors), in accordance with the Listing Rules; and/or

[REDACTED] FROM THE [REDACTED] AND ESCROW ACCOUNT

- (b) contemporaneous with or prior to the completion of the De-SPAC Transaction, by way of debt financing, provided that (i) the funds in the Escrow Account must not be used as collateral or subject to encumbrance for the debt financing; and (ii) the funds drawn down from the debt financing will be applied towards the financing of the De-SPAC Transaction and/or related expenses.

[REDACTED] FROM THE [REDACTED] OF THE PROMOTER WARRANTS

The gross [REDACTED] raised from the [REDACTED] of the Promoter Warrants will not be placed in the Escrow Account but will instead be placed in a separate bank account and be used to pay for the expenses incurred by us in connection with the [REDACTED] as set out below, and any remaining amount together with interest or other income earned in the bank account will be applied for working capital expenses and for the purpose of identifying and completing our De-SPAC Transaction. For the avoidance of doubt, the expenses incurred to establish and maintain the SPAC will not be recoverable if a De-SPAC Transaction is not completed.

The net [REDACTED] from the [REDACTED] of the Promoter Warrants, after deducting [REDACTED] related [REDACTED] of approximately HK\$[REDACTED] and [REDACTED] expenses of our Company payable following the completion of the [REDACTED] of approximately HK\$[REDACTED], will be approximately HK\$[REDACTED], which will be used to meet the working capital requirements during the period prior to the De-SPAC Transaction.

No [REDACTED] will be [REDACTED] in respect of the exercise of the SPAC Warrants and the Promoter Warrants, which will be exercisable only after the completion of the De-SPAC Transaction on a cashless basis.

ESCROW ACCOUNT

Custodian

In accordance with the Listing Rules, we have opened a ring-fenced Escrow Account domiciled in Hong Kong and appointed BOCI-Prudential Trustee Limited to act as custodian of the Escrow Account, which is a custodian qualified under Chapter 4 of the Code on Unit Trusts and Mutual Funds administered by the SFC and has been accepted by the SFC in respect of existing collective investment schemes authorized by the SFC..

Amounts to be deposited

The amount to be deposited in the Escrow Account is initially anticipated to be HK\$[REDACTED], representing 100% of the gross [REDACTED] from the [REDACTED].

[REDACTED] FROM THE [REDACTED] AND ESCROW ACCOUNT

Form to be held in the Escrow Account

The monies held in the Escrow Account will be held in the form of cash or cash equivalents, which may include short-term securities issued by governments with a minimum credit rating of (a) A-1 by Standard & Poor's Ratings Services; (b) P-1 by Moody's Investors Service; (c) F1 by Fitch Ratings; or (d) an equivalent rating by a credit rating agency acceptable to the Stock Exchange. For the avoidance of doubt, the gross [REDACTED] from the [REDACTED] to be held in the Escrow Account do not include the [REDACTED] from the [REDACTED] of the [REDACTED].

Release of funds held in the Escrow Account

Except with respect to interest and other income earned on the funds held in the Escrow Account that may be released to us to pay our taxes and expenses, if any, incurred before the completion of the De-SPAC Transaction, the gross [REDACTED] from the [REDACTED] will not be released from the Escrow Account to any person other than pursuant to Rule 18B.19 of the Listing Rules to:

- (i) meet redemption requests of the holders of the SPAC Shares;
- (ii) complete a De-SPAC Transaction;
- (iii) return funds to the holders of the SPAC Shares if:
 - (a) we fail to obtain the requisite approvals in respect of the continuation of our Company following a material change in:
 - (1) any Promoter who, alone or together with its close associates, controls or is entitled to control 50% or more of the Promoter Shares in issue (or where no Promoter controls or is entitled to control 50% or more of the Promoter Shares in issue, the single largest Promoter);
 - (2) any Promoter which holds a Type 6 (advising on corporate finance) and/or a Type 9 (asset management) licence issued by the SFC;
 - (3) the eligibility and/or suitability of a Promoter referred to in (1) or (2) above;
or
 - (4) a Director which is licensed by the SFC to carry out Type 6 (advising on corporate finance) and/or Type 9 (asset management) regulated activities for a SFC licensed corporation;

[REDACTED] FROM THE [REDACTED] AND ESCROW ACCOUNT

- (b) we fail to obtain the requisite approvals in respect of the continuation of our Company following the departure of Ms. Katherine Tsang as one of our Promoters;
- (c) we fail to make an announcement of the terms of a De-SPAC Transaction within 24 months from the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange), or complete the De-SPAC Transaction within 36 months from the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange); or
- (d) return funds to the holders of the SPAC Shares upon the liquidation or winding up of our Company.

In all circumstances, the SPAC Shareholders will be paid their redemption amount of HK\$[REDACTED] per SPAC Share.

Any interest, or other income earned, on monies held in the Escrow Account may be used by our Company to settle our expenses and taxes, if any.

The [REDACTED] deposited in the Escrow Account could become subject to the claims of our creditors, if any, which could have priority over the claims of our Shareholders. See "Risk Factors — Risks relating to the Company and our De-SPAC Transaction — Third parties may bring claims against us which may reduce the amount of funds held in the Escrow Account" for further details.

Our Promoters have agreed to indemnify our Company for any shortfall in funds held in the Escrow Account if and to the extent any claim by (i) a third party for services rendered or products sold to us, or (ii) a De-SPAC Target with which we have entered into an agreement for a De-SPAC Transaction, reduces the amount of funds in the Escrow Account to below the [REDACTED] per SPAC Share, provided that such liability will not apply to (a) any claim by a third party or prospective De-SPAC Target who has agreed to waive its rights to the monies held in the Escrow Account (whether or not such waiver is enforceable) and (b) any claim under our Company's indemnity in favour of the [REDACTED] against certain liabilities under the [REDACTED].

Our Company will seek to have our vendors, service providers, De-SPAC Targets and other entities with which our Company has transactions with, agree to waive its right, title, interest or claim of any kind in or to monies held in the Escrow Account.

[REDACTED] FROM THE [REDACTED] AND ESCROW ACCOUNT

Completion of De-SPAC Transaction

On the completion of the De-SPAC Transaction, the funds held in the Escrow Account will be first used to meet outstanding redemption requests of the SPAC Shareholders. The remaining funds held in the Escrow Account will be used to pay the portion of the consideration payable to the De-SPAC Target or owners of the De-SPAC Target (which must have a fair market value representing at least 80% of the gross [REDACTED] of the [REDACTED] at the time of entry into a binding agreement for the De-SPAC Transaction) which is not funded by the equity or debt financing to be conducted contemporaneous with or prior to the completion of the De-SPAC Transaction, and following that, to repay the advances under the Loan Facility, to pay expenses associated with our De-SPAC Transaction and to pay deferred [REDACTED]. We may use the remaining balance of the cash released to us from the Escrow Account, if any, for general corporate purposes after the completion of the De-SPAC Transaction, including for maintenance or expansion of operations of the Successor Company, the payment of principal or interest due on indebtedness incurred in completing our De-SPAC Transaction, to fund the acquisition of other businesses which may be conducted by the Successor Company after the completion of the De-SPAC Transaction, or for working capital of the Successor Company.

Return of Funds and [REDACTED]

Our Company will have only 24 months from the [REDACTED] to make an announcement of the terms of a De-SPAC Transaction and 36 months from the [REDACTED] to complete the De-SPAC Transaction, subject to any extension as approved by the Shareholders (which the Promoters and their close associates must abstain from voting) and the Stock Exchange for a period of up to six months. In the event that

- (i) we fail to obtain the requisite approvals in respect of the continuation of our Company following a material change in any of the matters referred to in (a) or the departure of Ms. Katherine Tsang as one of our Promoters referred to in (b) under “— Release of funds held in the Escrow Account” above; or
- (ii) we fail to make an announcement of the terms of a De-SPAC Transaction within 24 months from the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange), or complete the De-SPAC Transaction within 36 months from the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange),

the operations of our Company will cease and the [REDACTED] of the SPAC Shares and the SPAC Warrants on the Hong Kong Stock Exchange will be suspended, and our Company will, within one month of the suspension, return the funds to all holders of the SPAC Shares the monies held in the Escrow Account on a *pro rata* basis, for a per-Share amount equal to the amount then

[REDACTED] FROM THE [REDACTED] AND ESCROW ACCOUNT

held in the Escrow Account (including interest and other income earned on the funds held therein which have not been previously authorized for release to pay our expenses and taxes), divided by the number of SPAC Shares then in issue and outstanding, which will be not less than the [REDACTED].

Upon the completion of the return of funds, the SPAC Shares will be cancelled and, subject to the applicable statutory requirements, the rights of the SPAC Shareholders as Shareholders (including the right to receive further liquidating distributions) will be completely extinguished. The SPAC Shares and the SPAC Warrants will be [REDACTED] following the Stock Exchange's publication of an announcement notifying the cancellation of [REDACTED]. Thereafter, upon the approval of our remaining Shareholders, our Company may proceed to liquidate and dissolve, pursuant to which any interest and other income earned on the funds held in the Escrow Account which had not been applied towards the payment of expenses and taxes, subject to our obligations under Cayman Islands law to provide for claims of creditors and compliance with other statutory requirements, will form part of the liquidation distribution for our remaining Shareholders.

There will be no return of funds from the Escrow Account with respect to the Promoter Shares and the Warrants.

Escrow Agreement

We have entered into an escrow agreement with the Custodian on June 21, 2022, pursuant to which the Custodian shall:

- (a) take into its custody or under its control the property of our Company in the Escrow Account in accordance with Rules 18B.16 to 18B.20 of the Listing Rules;
- (b) register cash and registrable assets in the name of or to the order of the Custodian;
- (c) be liable for the acts and omissions of nominees, agents and delegates in relation to assets forming part of the property of our Company in the Escrow Account;
- (d) segregate the property of our Company in the Escrow Account from the property of:
 - (1) our Company and our core connected persons;
 - (2) the Custodian and any nominees, agents or delegates throughout the custody chain;
and

[REDACTED] FROM THE [REDACTED] AND ESCROW ACCOUNT

- (3) other clients of the Custodian and nominees, agents or delegates throughout the custody chain, unless held in an omnibus account with adequate safeguards in line with international standards and best practices to ensure that the property of our Company in the Escrow Account is properly recorded with frequent and appropriate reconciliations being performed;
- (e) put in place appropriate measures to verify ownership of the property of our Company in the Escrow Account;
- (f) take reasonable care to ensure that any payments or distributions from the Escrow Account are carried out in accordance with the provisions of Rules 18B.19 and 18B.20 of the Listing Rules;
- (g) take reasonable care to ensure that the investment limitations set out in Rule 18B.18 of the Listing Rules (including guidance provided by the Stock Exchange in relation to "cash equivalents") are complied with;
- (h) take reasonable care to ensure that the cash flows of the Escrow Account are properly monitored;
- (i) exercise reasonable care, skill and diligence in the selection, appointment and ongoing monitoring of any nominees, agents and delegates appointed for the custody and/or safekeeping of the property of our Company in the Escrow Account, and be satisfied that the nominees, agents and delegates retained remain suitably qualified and competent on an ongoing basis to provide the relevant services;
- (j) exercise due skill, care and diligence in discharging its obligations and duties appropriate to the nature of the Escrow Account;
- (k) establish clear and comprehensive escalation mechanisms to deal with potential breaches detected in the course of discharging its obligations and report material breaches to the Stock Exchange in a timely manner; and
- (l) update our Company and report to the Stock Exchange (either directly or via our Company) any material issues or changes that may impact its eligibility/capacity to act as a Custodian of the Escrow Account.

[REDACTED] FROM THE [REDACTED] AND ESCROW ACCOUNT

Change of Custodian

Our Company must appoint a new trustee/custodian as soon as possible (in any case, no later than one month) after it becomes aware that the Custodian is or will become ineligible to act as a custodian for the escrow account for the purpose of Rule 18B.17 of the Listing Rules. The Custodian must not retire except upon the appointment of a new trustee/custodian, which must be subject to the prior approval of the Stock Exchange. The retirement of the Custodian should take effect at the same time as the new trustee/custodian takes up office.

[REDACTED]

The Custodian has undertaken to the Stock Exchange that for so long as it acts as the Custodian, it will comply with (a) all of its obligations as set out in the escrow agreement, (b) the obligations set out in paragraphs 12 and 14 of the Stock Exchange's Guidance Letter HKEX-GL114-22 and (c) all the Listing Rules, published listing decisions and guidance letters requirements applicable to a custodian for the escrow account of a SPAC as may be published by the Stock Exchange from time to time (including, but not limited to, any updates or amendments to the Stock Exchange's Guidance Letters HKEX-GL113-22 and HKEX-GL114-22).