

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### A. FURTHER INFORMATION ABOUT OUT GROUP

#### 1. Incorporation

Our Company was incorporated in the Cayman Islands on August 20, 2014, as an exempted company with limited liability. Our registered office address is at the offices of Maples Corporate Services Limited, PO Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands. Accordingly, our Company's corporate structure and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of our Articles of Association is set out in Appendix III to this document.

Our place of business in Hong Kong is at Room 2609, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong. We were registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on March 19, 2021 with the Registrar of Companies in Hong Kong. LAM Yiu Por has been appointed as the authorised representatives of our Company for the acceptance of service of process in Hong Kong. The address for service of process is Room 2609, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong.

As at the date of this document, our Company's head office was located at Building 1, Yard 50, Dengshikou Street, Dongcheng District, Beijing, PRC.

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

On December 31, 2020, Delight Faith Limited and Go Far Limited transferred 127,500,000 ordinary shares held by each of them to Delight Health Limited and Future Health Limited, respectively.

On April 20, 2021, the Company conducted a share subdivision and the authorized share capital was subdivided from US\$50,000 consisting of 500,000,000 ordinary shares of a par value of US\$0.0001 each to US\$50,000 consisting of 5,000,000,000 ordinary shares of a par value of US\$0.00001 each.

On April 28, 2021, Delight Health Limited and Future Health Limited irrevocably surrendered to the Company for cancellation of 998,237,445 and 1,139,705,885 ordinary Shares of US\$0.00001 par value each for nil consideration. The issued share capital of the Company diminished by US\$21,379.4333 with no change to the authorized share capital. The Company also issued and allotted 11,710,000 ordinary shares to Excel Returns Group Limited.

On May 12, 2021, every ten ordinary shares with a par value of US\$0.00001 each in the Company's issued and unissued share capital were consolidated into one ordinary share with par value of US\$0.0001 each. Immediately following the share consolidation, the authorized share capital of the Company is US\$50,000 divided into 500,000,000 ordinary shares with a par value of US\$0.0001 each. On the same date, the authorized share capital of the Company increased from US\$50,000 divided into 500,000,000 ordinary shares with a par value of US\$0.0001 each, by the creation of an additional 4,500,000,000 ordinary shares with a par value of US\$0.0001 each, to US\$500,000 divided into 5,000,000,000 ordinary shares with a par value US\$0.0001 each.

On May 12, 2021, the Company issued and allotted 249,036,299.5, 121,764,703.5 and 10,589,000 ordinary shares with a par value of US\$0.0001 each to Delight Health Limited, Future Health Limited and Excel Returns Group Limited.

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On May 26, 125,000,000 authorised but unissued ordinary shares was re-designated and re-classified as Series A Preferred Shares of par value US\$0.0001 each on a one-for-one basis, 147,058,820 authorised but unissued ordinary shares was re-designated and re-classified as Series B Preferred Shares of par value US\$0.0001 each on a one-for-one basis, 222,709,327 authorised but unissued ordinary shares was re-designated and re-classified as Series B+ Preferred Shares of par value US\$0.0001 each on a one-for-one basis, 182,374,160 authorised but unissued ordinary shares was re-designated and re-classified as Series C Preferred Shares of par value US\$0.0001 each on a one-for-one basis.

On May 26, 2021, the Company issued and allotted 54,400,000 and 21,833,330 ordinary shares with a par value of US\$0.0001 each to Go Prosper Enterprises Corporation and Much Premium Investment Limited, respectively.

On May 26, 2021, the Company issued and allotted 62,500,000, 34,362,755, and 28,137,245 Series A Preferred shares with a par value of US\$0.0001 each to Tongdao Win-win, Ningbo Yuepu, and Qingdao SB, respectively; 29,411,770, 4,042,676, 3,310,264, 68,272,060, 5,257,350, 25,735,290, and 11,029,410 Series B Preferred shares with a par value of US\$0.0001 each to Future Health Limited, Ningbo Yuepu, Qingdao SB, Shanhaiyihao, Shenzhen Zhaoyin Gongying, CICC Qizhi, and Ningbo Qirui, respectively; 3,645,921, 24,295,563, 4,049,261, 17,816,750, 63,168,460, 53,990,140, 13,497,535, 8,098,521, 2,699,507, and 26,995,070 Series B+ Preferred shares with a par value of US\$0.0001 each to Qingdao SB, Shanhaiyihao, Shenzhen SBCVC, Hui Fenghechang, Ningbo Aowen, Z-Park Longmen, High Innovation Haiying, Ningbo Qiling, Nanjing Zhaoyin Gongying, and TK Dingdang Limited, respectively.

On May 27, 2021, the Company issued and allotted 82,897,346, 13,263,575, 1,657,947, 1,657,947, and 8,289,735 Series C Preferred shares with a par value of US\$0.0001 each to TPG Asia VII, Worldwide Healthcare Trust, OrbiMed New Horizons, OrbiMed Genesis, and Redview Capital, respectively.

On May 28, 2021, the Company issued and allotted 16,579,469, 8,289,735, 4,144,867, 8,289,735, 4,144,867, 4,144,867, and 4,144,867 Series C Preferred shares with a par value of US\$0.0001 each to Valliance, Travis, Tasly, Yingke Innovation Fund, Simag, Marble, and Aqua, respectively.

On May 31, 2021, the Company issued and allotted 8,289,735, 8,289,735, 7,933,275, and 356,458 Series C Preferred shares with a par value of US\$0.0001 each to Summer Eminence, EMINENT, YANGTZE, and TD HK, respectively.

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.

### **3. Changes in the Share capital of our Subsidiaries and the Consolidated Affiliated Entities**

A summary of the corporate information and the particulars of our subsidiaries are set out in Appendix I to this document.

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

On April 19, 2021, Dingdang Beijing was incorporated as a limited liability company in the PRC with the registered capital of RMB280 million.

On August 18, 2020, Nie Qinqi (聶勤麒) transferred 100% of its equity interest in Beijing Dingdang Zhihui Yihai Pharmacy Co., Ltd. (北京叮嚀智慧怡海大藥房有限公司) to Dingdang Smart Pharmacy (Beijing) Co., Ltd. (叮嚀智慧藥房(北京)有限公司).

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On July 5, 2020, Ye Jianhua (葉建華) transferred 51% of its equity interest in Beijing Dingdang Zhihui Xiaoying Pharmacy Co., Ltd. (北京叮嚙智慧小營大藥房) to Zhao Xueqin (趙學勤).

On September 2020, registered capital of Dingdang Smart Pharmacy (Guangzhou) Co., Ltd. (叮嚙智慧藥房(廣州)有限公司) was increased from RMB5 million to RMB15 million.

On July 22, 2020, the equity interests in Dingdang Smart Pharmacy (Henan) Co., Ltd. (叮嚙智慧藥房(河南)有限公司) held by Wang Xiaojun (王小軍) and Wang Di (王迪) were wholly transferred to Henan Yingkang Jianye Hospital Management Co., Ltd. (河南英康健業醫院管理有限公司) and Li Fei (李菲). Upon completion of the transfer, Dingdang Smart Pharmacy (Henan) Co., Ltd. is held by Henan Yingkang Jianye Hospital Management Co., Ltd. and Li Fei as to 70% and 30%, respectively. On November 18, 2020, the 70% equity interests in Dingdang Smart Pharmacy (Henan) Co., Ltd. held by Henan Yingkang Jianye Hospital Management Co., Ltd. were transferred to Jiangxi Dingdang E-commerce.

On October 20, 2020, Jiangxi Dingdang Delivery Co., Ltd. (江西叮嚙配送有限公司) was incorporated as a limited liability company in the PRC with the registered capital of RMB2 million.

On September 22, 2020, the equity interests in Jiangxi Dingdangyun held by Wang Jiyun (王繼雲), Liu Jinghua (劉京華), Lin Hai (林海), and Yu Qinglong were wholly transferred to WFOE. Upon the completion of the transfer, Jiangxi Dingdangyun was held by Luo Meng and WFOE as to 25% and 75%, respectively. On April 29, 2021, WFOE transferred 75% of its equity interest in Jiangxi Dingdangyun to Dingdang Beijing.

On September 21, 2020, Jiangxi Health Pharmacy was incorporated as a limited liability company in the PRC with the registered capital of RMB2 million. On October 26, 2020, Jiangxi Dingdang E-commerce transferred 70% of its equity interests in Jiangxi Health Pharmacy to Jiangxi Dingdangyun. On April 29, 2021, Jiangxi Dingdangyun transferred 70% of its equity interests in Jiangxi Health Pharmacy to Dingdang Medicine Express Technology.

On April 29, 2021, Dingdang Medicine Express Technology transferred 85% of its equity interest in Jiangxi Renhetang to Dingdang Beijing.

On March 18, 2020, Dingdang Youpin was incorporated as a limited liability company in the PRC with the registered capital of RMB5 million. On September 8, 2020, Yang Xiao transferred 70% of its equity interests in Dingdang Youpin to Dingdang Medicine Express Technology.

On July 17, 2020, Zhangshu Youpin Pharmacy Co., Ltd. (樟樹市優品大藥房有限公司) was incorporated as a limited liability company in the PRC with the registered capital of RMB1 million.

On September 9, 2020, Xu Jiping (徐吉平) transferred 30% of its equity interests in Dingdang Good Health to Zhang Zhe (張喆).

On August 13, 2020, Dingdang Lexiang was incorporated as a limited liability company in the PRC with the registered capital of RMB2 million.

On March 17, 2021, Dingdang Smart Pharmacy (Chongqing) Co., Ltd. (叮嚙智慧藥房(重慶)有限公司) was incorporated as a limited liability company in the PRC with the registered capital of RMB2 million.

On March 12, 2021, Dingdang Smart Pharmacy (Fuzhou) Co., Ltd. (叮嚙智慧藥房(福州)有限公司) was incorporated as a limited liability company in the PRC with the registered capital of RMB2 million.

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On March 26, 2021, Jinglelife International Health Stock Corporation Limited was incorporated as a limited liability company in Hong Kong.

On May 25, 2021, Dingdang Kuaiyao (Beijing) E-Commerce Co., Ltd. was incorporated as a limited liability company in the PRC with the registered capital of RMB1 million.

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

### 4. Resolutions of the Shareholders of Our Company dated [●]

On [●], 2022, 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 approved and adopted the Memorandum of Association and Articles of Association with effect conditional and immediately upon the [REDACTED];
- (b) the [REDACTED] and the grant of the [REDACTED] were approved and any executive Director 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] and the exercise of 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; and (iii) a specific authority granted by the Shareholder(s) 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]; 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 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 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 Shareholder(s) in general meeting (the “**Relevant Period**”); and

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- (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 of Association 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 Shareholder(s) 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 securities (which must be fully paid up in the case of shares) by a company with a primary listing on the Stock Exchange must be approved in advance by an ordinary resolution of the shareholders in general meeting, either by way of general mandate or by specific approval of a particular transaction.

Pursuant to a resolution passed by our Shareholders on [●], 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 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 our Shares in issue immediately following the completion of the [REDACTED] (excluding any Shares which may be issued under the [REDACTED]), with such mandate to expire at the earliest of (i) 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), (ii) the expiration of the period within which our Company's next annual general meeting is required by the Memorandum of Association and Articles of Association] or any other applicable laws to be held, and (iii) the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

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### *(ii) Source of Funds*

Purchases must be funded out of funds legally available for the purpose in accordance with the 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 Memorandum of Association and 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 Memorandum and 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.

### *(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 Act.



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### *(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.

### *(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 Memorandum of Association and 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 Act, 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 Memorandum of Association and Articles of Association and subject to Cayman Companies Act, out of capital.

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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.

### *(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], but the [REDACTED] is not exercised, 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 Memorandum of Association and 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 in 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.



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Any repurchase of Shares that results in the number of Shares held by the public being reduced to less than the highest of (i) [REDACTED] of the Company’s total issued share capital; (ii) such percentage of Shares held by the public after completion of the [REDACTED] (assuming that the [REDACTED] is not exercised); and (iii) such percentage of Shares held by the public after the full or partial exercise of the [REDACTED] could only be implemented if the Stock Exchange agreed 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.

### 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 joinder agreement dated September 11, 2020 entered into between Taikang Life Insurance Co., Ltd. (泰康人壽保險有限責任公司) and Dingdang Medicine Express Technology Group Ltd. (叮嚕快藥科技集團有限公司) (“**Dingdang Medicine Express Technology**”), pursuant to which Taikang Life Insurance Co., Ltd. (泰康人壽保險有限責任公司) agreed to subscribe for the increased registered capital of Dingdang Medicine Express Technology in a total amount of RMB2,699,507 for a consideration of RMB100,000,000;
- (b) an equity transfer agreement dated November 30, 2020 entered into between Dingdang Medicine Express Technology and Renhe Pharmacy Co., Ltd. (仁和藥業股份有限公司), pursuant to which Renhe Pharmacy Co., Ltd. (仁和藥業股份有限公司) agreed to sell, and Dingdang Medicine Express Technology agreed to acquire 45% equity interest of Renhe Yaofangwang (Beijing) Medicine Technology Co., Ltd. (仁和藥房網(北京)醫藥科技有限公司) at a cash consideration of RMB188,820,000;
- (c) an equity transfer agreement dated December 1, 2020 entered into between Dingdang Medicine Express Technology and Hongji (Zhuhai) Enterprise Chain Management Center (Limited Partnership) (宏濟(珠海)企業連鎖管理中心(有限合夥)) (“**Hongji Zhuhai**”), pursuant to which Hongji Zhuhai agreed to sell, and Dingdang Medicine Express Technology agreed to acquire 7% equity interest of Renhe Yaofangwang (Beijing) Medicine Technology Co., Ltd. (仁和藥房網(北京)醫藥科技有限公司) at a cash consideration of RMB29,372,000;
- (d) a series C preferred share purchase agreement dated May 21, 2021 entered into among our Company, DINGDANG HEALTH LIMITED, Dingdang Health Technology Group (HK) Limited, Dingdang Kuaiyao (Beijing) Technology Development Co., Ltd. (叮嚕快藥(北京)技術開發有限公司) (“**WFOE**”), Dingdang (Beijing) Health Management Co., Ltd. (叮嚕(北京)健康管理有限公司) (“**Dingdang Beijing**”), Dingdang Medicine Express Technology, Yang Wenlong (楊文龍), Delight Faith Limited, Go Far Limited, Delight Health Limited, Future Health Limited, GO PROSPER ENTERPRISE CORPORATION, MUCH PREMIUM INVESTMENT LIMITED, EXCEL RETURNS GROUP LIMITED, and TPC Asia VII SF Pte. Ltd. pursuant to which our Company agreed to issue and sell, and TPG Asia VII SF Pte. Ltd. agreed to subscribe for a total of 82,897,346 Series C Preferred Shares at a subscription price of US\$100,000,000 (the “**Series C Share Purchase Agreement**”);

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- (e) a shareholders agreement dated May 21, 2021 entered into among our Company, DINGDANG HEALTH LIMITED, Dingdang Health Technology Group (HK) Limited, WFOE, Dingdang Beijing, Dingdang Medicine Express Technology, Yang Wenlong (楊文龍), GO PROSPER ENTERPRISE CORPORATION, MUCH PREMIUM INVESTMENT LIMITED, EXCEL RETURNS GROUP LIMITED, Delight Faith Limited, Go Far Limited, Delight Health Limited, Future Health Limited, Tongdao Win-win (Zhuhai) Investment Consulting Partnership (Limited Partnership) (同道共贏(珠海)投資諮詢合夥企業(有限合夥)), Ningbo Meishan Bonded Port Yuepu Investment Partnership (Limited Partnership) (寧波梅山保稅港區悅璞投資合夥企業(有限合夥)), Qingdao SB Hechuang No. 1 Equity Investment Fund Partnership (Limited Partnership) (青島軟銀合創一號股權投資基金合夥企業(有限合夥)), Tianjin Shanhaiyihao Business Management Consulting Partnership (Limited Partnership) (天津山海壹號企業管理諮詢合夥企業(有限合夥)), Shenzhen Zhaoyin Gongying Equity Investment Limited Partnership (深圳市招銀共贏股權投資合夥企業(有限合夥)), CICC Qizhi (Shanghai) Equity Investment Center (Limited Partnership) (中金祺智(上海)股權投資中心(有限合夥)), Ningbo Meishan Bonded Port Area Qirui Equity Investment Center (Limited Partnership) (寧波梅山保稅港區祺睿股權投資中心(有限合夥)), Xiamen Huifenghechang Investment Partnership (Limited Partnership) (廈門惠風和暢投資合夥企業(有限合夥)), Ningbo Meishan Bonded Port Area Aowen Investment Management Partnership (Limited Partnership) (寧波梅山保稅港區奧聞投資管理合夥企業(有限合夥)), Beijing Z-Park Longmen Fund Investment Center (Limited Partnership) (北京中關村龍門基金投資中心(有限合夥)), Hunan High Innovation Haiying, Healthcare Industry Investment LP. (湖南高創海盈醫療健康產業投資合夥企業(有限合夥)), Ningbo Meishan Bonded Port Area Qiling Equity Investment Center (Limited Partnership) (寧波梅山保稅港區祺瓴股權投資中心(有限合夥)), Shenzhen SBCVC Growth Equity Investment Fund Partnership (Limited Partnership) (深圳欣創成長股權投資基金合夥企業(有限合夥)), Nanjing Zhaoyin Gongying Equity Investment Partnership (南京市招銀共贏股權投資合夥企業(有限合夥)), TK Dingdang Limited and TPG Asia VII SF Pte. Ltd. (the “**Series C Shareholders Agreement**”);
- (f) an accession agreement dated May 25, 2021 entered into between TD Capital (Hong Kong) Management Company Limited and our Company, pursuant to which our Company agreed to issue and sell and TD Capital (Hong Kong) Management Company Limited agreed to subscribe for a total of 356,458 Series C Preferred Shares in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (g) a deed of adherence dated May 25, 2021 entered into between TD Capital (Hong Kong) Management Company Limited and our Company, pursuant to which TD Capital (Hong Kong) Management Company Limited shall be deemed as an original party to the Series C Shareholders Agreement;
- (h) an accession agreement dated May 25, 2021 entered into between Worldwide Healthcare Trust PLC and our Company, pursuant to which our Company agreed to issue and sell and Worldwide Healthcare Trust PLC agreed to subscribe for a total of 13,263,575 Series C Preferred Shares with the consideration of US\$16,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (i) a deed of adherence dated May 25, 2021 entered into between Worldwide Healthcare Trust PLC and our Company, pursuant to which Worldwide Healthcare Trust shall be deemed as an original party to the Series C Shareholders Agreement;
- (j) an accession agreement dated May 25, 2021 entered into between OrbiMed Genesis Master Fund L.P. and our Company, pursuant to which our Company agreed to issue and sell and OrbiMed Genesis Master Fund L.P. agreed to subscribe for a total of 1,657,947 Series C Preferred Shares with the consideration of US\$2,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;

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- (k) a deed of adherence dated May 25, 2021 entered into between OrbiMed Genesis Master Fund L.P. and our Company, pursuant to which OrbiMed Genesis Master Fund L.P. shall be deemed as an original party to the Series C Shareholders Agreement;
- (l) an accession agreement dated May 25, 2021 entered into between OrbiMed New Horizons Master Fund L.P. and our Company, pursuant to which our Company agreed to issue and sell and OrbiMed New Horizons Master Fund L.P. agreed to subscribe for a total of 1,657,947 Series C Preferred Shares with the consideration of US\$2,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (m) a deed of adherence dated May 25, 2021 entered into between OrbiMed New Horizons Master Fund L.P. and our Company, pursuant to which OrbiMed New Horizons Master Fund L.P. shall be deemed as an original party to the Series C Shareholders Agreement;
- (n) an accession agreement dated May 25, 2021 entered into between Redview Capital Investment X Limited and our Company, pursuant to which our Company agreed to issue and sell and Redview Capital Investment X Limited agreed to subscribe for a total of 1,657,947 Series C Preferred Shares with the consideration of US\$2,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (o) a deed of adherence dated May 25, 2021 entered into between Redview Capital Investment X Limited and our Company, pursuant to which Redview Capital Investment X Limited shall be deemed as an original party to the Series C Shareholders Agreement;
- (p) an accession agreement dated May 25, 2021 entered into between Travis Global Limited and our Company, pursuant to which our Company agreed to issue and sell and Travis Global Limited agreed to subscribe for a total of 8,289,735 Series C Preferred Shares with the consideration of US\$10,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (q) a deed of adherence dated May 25, 2021 entered into between Travis Global Limited and our Company, pursuant to which Travis Global Limited shall be deemed as an original party to the Series C Shareholders Agreement;
- (r) an accession agreement dated May 25, 2021 entered into between The Valliance Fund and our Company, pursuant to which our Company agreed to issue and sell and The Valliance Fund agreed to subscribe for a total of 8,289,735 Series C Preferred Shares with the consideration of US\$10,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (s) a deed of adherence dated May 25, 2021 entered into between The Valliance Fund and our Company, pursuant to which The Valliance Fund shall be deemed as an original party to the Series C Shareholders Agreement;
- (t) an accession agreement dated May 25, 2021 entered into between Summer Eminence Holdings Limited and our Company, pursuant to which our Company agreed to issue and sell and Summer Eminence Holdings Limited agreed to subscribe for a total of 8,289,735 Series C Preferred Shares with the consideration of US\$10,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (u) a deed of adherence dated May 25, 2021 entered into between Summer Eminence Holdings Limited and our Company, pursuant to which Summer Eminence Holdings Limited shall be deemed as an original party to the Series C Shareholders Agreement;

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- (v) an accession agreement dated May 25, 2021 entered into between Yingke Innovation Fund LP and our Company, pursuant to which our Company agreed to issue and sell and Yingke Innovation Fund LP agreed to subscribe for a total of 8,289,735 Series C Preferred Shares with the consideration of US\$10,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (w) a deed of adherence dated May 25, 2021 entered into between Yingke Innovation Fund LP and our Company, pursuant to which Yingke Innovation Fund LP shall be deemed as an original party to the Series C Shareholders Agreement;
- (x) an accession agreement dated May 25, 2021 entered into between YANGTZE LOGISTICS LIMITED and our Company, pursuant to which our Company agreed to issue and sell and YANGTZE LOGISTICS LIMITED agreed to subscribe for a total of 8,289,735 Series C Preferred Shares with the consideration of US\$10,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (y) a deed of adherence dated May 25, 2021 entered into between YANGTZE LOGISTICS LIMITED and our Company, pursuant to which YANGTZE LOGISTICS LIMITED shall be deemed as an original party to the Series C Shareholders Agreement;
- (z) an accession agreement dated May 25, 2021 entered into between Eminent Talent Limited and our Company, pursuant to which our Company agreed to issue and sell and Eminent Talent Limited agreed to subscribe for a total of 7,933,275 Series C Preferred Shares with the consideration of US\$9,570,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (aa) a deed of adherence dated May 25, 2021 entered into between Eminent Talent Limited and our Company, pursuant to which Eminent Talent Limited shall be deemed as an original party to the Series C Shareholders Agreement;
- (bb) an accession agreement dated May 25, 2021 entered into between Marble Router Limited and our Company, pursuant to which our Company agreed to issue and sell and Marble Router Limited agreed to subscribe for a total of 4,144,867 Series C Preferred Shares with the consideration of US\$5,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (cc) a deed of adherence dated May 25, 2021 entered into between Marble Router Limited and our Company, pursuant to which Marble Router Limited shall be deemed as an original party to the Series C Shareholders Agreement;
- (dd) an accession agreement dated May 25, 2021 entered into between Simag Investment Limited and our Company, pursuant to which our Company agreed to issue and sell and Simag Investment Limited agreed to subscribe for a total of 4,144,867 Series C Preferred Shares with the consideration of US\$5,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (ee) a deed of adherence dated May 25, 2021 entered into between Simag Investment Limited and our Company, pursuant to which Simag Investment Limited shall be deemed as an original party to the Series C Shareholders Agreement;
- (ff) an accession agreement dated May 25, 2021 entered into between Aqua Tech Investment Limited and our Company, pursuant to which our Company agreed to issue and sell and Aqua Tech Investment Limited agreed to subscribe for a total of 4,144,867 Series C Preferred Shares with the consideration of US\$5,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;

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- (gg) a deed of adherence dated May 25, 2021 entered into between Aqua Tech Investment Limited and our Company, pursuant to which Aqua Tech Investment Limited shall be deemed as an original party to the Series C Shareholders Agreement;
- (hh) an accession agreement dated May 25, 2021 entered into between Tasly International Capital Limited and our Company, pursuant to which our Company agreed to issue and sell and Tasly International Capital Limited agreed to subscribe for a total of 4,144,867 Series C Preferred Shares with the consideration of US\$5,000,000 in accordance with the terms and conditions set forth in the Series C Share Purchase Agreement;
- (ii) a deed of adherence dated May 25, 2021 entered into between Tasly International Capital Limited and our Company, pursuant to which Tasly International Capital Limited shall be deemed as an original party to the Series C Shareholders Agreement;
- (jj) an exclusive business cooperation agreement dated May 25, 2021 entered into between WFOE and Dingdang Medicine Express Technology, pursuant to which Dingdang Medicine Express Technology agreed to engage WFOE as its exclusive provider of business support, technical services and consultation services in return for service fees;
- (kk) an exclusive purchase option agreement dated May 25, 2021 entered into among WFOE, Yang Wenlong (楊文龍) and Dingdang Medicine Express Technology, pursuant to which WFOE was granted an irrevocable and exclusive right to require Yang Wenlong to transfer any or all his equity interests in Dingdang Medicine Express Technology to WFOE and/or a party designated by WFOE, at any time and from time to time, for considerations equivalent to the proportionate registered capital amount of the equity interests to be transferred;
- (ll) an exclusive purchase option agreement dated May 25, 2021 entered into among WFOE, Zhuhai Dingdang No. 1 Enterprise Management Consulting Center (Limited Partnership) (珠海叮嚀一號企業管理諮詢中心(有限合夥)) (“**Dingdang No. 1**”) and Dingdang Medicine Express Technology, pursuant to which WFOE was granted an irrevocable and exclusive right to require Dingdang No. 1 to transfer any or all its equity interests in Dingdang Medicine Express Technology to WFOE and/or a party designated by WFOE, at any time and from time to time, for considerations equivalent to the proportionate registered capital amount of the equity interests to be transferred;
- (mm) an exclusive purchase option agreement dated May 25, 2021 entered into among WFOE, Zhuhai Dingdang No. 2 Enterprise Management Consulting Center (Limited Partnership) (珠海叮嚀二號企業管理諮詢中心(有限合夥)) (“**Dingdang No. 2**”) and Dingdang Medicine Express Technology, pursuant to which WFOE was granted an irrevocable and exclusive right to require Dingdang No. 2 to transfer any or all its equity interests in Dingdang Medicine Express Technology to WFOE and/or a party designated by WFOE, at any time and from time to time, for considerations equivalent to the proportionate registered capital amount of the equity interests to be transferred;
- (nn) an exclusive purchase option agreement dated May 25, 2021 entered into among WFOE, Zhuhai Dingdang No. 3 Enterprise Management Consulting Center (Limited Partnership) (珠海叮嚀三號企業管理諮詢中心(有限合夥)) (“**Dingdang No. 3**”) and Dingdang Medicine Express Technology, pursuant to which WFOE was granted an irrevocable and exclusive right to require Dingdang No. 3 to transfer any or all its equity interests in Dingdang Medicine Express Technology to WFOE and/or a party designated by WFOE, at any time and from time to time, for considerations equivalent to the proportionate registered capital amount of the equity interests to be transferred;



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- (oo) an exclusive purchase option agreement dated May 25, 2021 entered into among WFOE, Zhuhai Dingdang No. 4 Investment Center (Limited Partnership) (珠海叮噹四號投資中心(有限合夥)) (“**Dingdang No. 4**”) and Dingdang Medicine Express Technology, pursuant to which WFOE was granted an irrevocable and exclusive right to require Dingdang No. 4 to transfer any or all its equity interests in Dingdang Medicine Express Technology to WFOE and/or a party designated by WFOE, at any time and from time to time, for considerations equivalent to the proportionate registered capital amount of the equity interests to be transferred;
- (pp) a loan agreement dated May 25, 2021 entered into between WFOE and Yang Wenlong (楊文龍), pursuant to which WFOE agreed to provide Yang Wenlong (楊文龍) with a loan equivalent to RMB12,941,177, and the term thereof shall be 20 years from the date of signing the agreement and subject to extension by mutual consent;
- (qq) a loan agreement dated May 25, 2021 entered into between WFOE and Dingdang No. 1, pursuant to which WFOE agreed to provide Dingdang No. 1 with a loan equivalent to RMB5,000,000, and the term thereof shall be 20 years from the date of signing the agreement and subject to extension by mutual consent;
- (rr) a loan agreement dated May 25, 2021 entered into between WFOE and Dingdang No. 2, pursuant to which WFOE agreed to provide Dingdang No. 2 with a loan equivalent to RMB5,000,000, and the term thereof shall be 20 years from the date of signing the agreement and subject to extension by mutual consent;
- (ss) a loan agreement dated May 25, 2021 entered into between WFOE and Dingdang No. 3, pursuant to which WFOE agreed to provide Dingdang No. 3 with a loan equivalent to RMB10,000,000, and the term thereof shall be 20 years from the date of signing the agreement and subject to extension by mutual consent;
- (tt) a loan agreement dated May 25, 2021 entered into between WFOE and Dingdang No. 4, pursuant to which WFOE agreed to provide Dingdang No. 4 with a loan equivalent to RMB20,000,000, and the term thereof shall be 20 years from the date of signing the agreement and subject to extension by mutual consent;
- (uu) an equity pledge agreement dated May 25, 2021 entered into among WFOE, Yang Wenlong (楊文龍), and Dingdang Medicine Express Technology, pursuant to which Yang Wenlong (楊文龍) agreed to pledge all his equity interests in Dingdang Medicine Express Technology to WFOE;
- (vv) an equity pledge agreement dated May 25, 2021 entered into among WFOE, Dingdang No. 1, and Dingdang Medicine Express Technology, pursuant to which Dingdang No. 1 agreed to pledge all its equity interests in Dingdang Medicine Express Technology to WFOE;
- (ww) an equity pledge agreement dated May 25, 2021 entered into among WFOE, Dingdang No. 2, and Dingdang Medicine Express Technology, pursuant to which Dingdang No. 2 agreed to pledge all its equity interests in Dingdang Medicine Express Technology to WFOE;
- (xx) an equity pledge agreement dated May 25, 2021 entered into among WFOE, Dingdang No. 3, and Dingdang Medicine Express Technology, pursuant to which Dingdang No. 3 agreed to pledge all its equity interests in Dingdang Medicine Express Technology to WFOE;
- (yy) an equity pledge agreement dated May 25, 2021 entered into among WFOE, Dingdang No. 4, and Dingdang Medicine Express Technology, pursuant to which Dingdang No. 4 agreed to pledge all its equity interests in Dingdang Medicine Express Technology to WFOE;



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- (zz) a proxy agreement dated May 25, 2021 executed by WFOE, Yang Wenlong (楊文龍) and Dingdang Medicine Express Technology, pursuant to which Yang Wenlong (楊文龍) agreed to, among other things, irrevocably and exclusively appoint WFOE or the entities or persons designated by WFOE as his attorneys-in-fact to exercise on his behalf, any and all right that he has in respect of his equity interests in Dingdang Medicine Express Technology;
- (aaa) a proxy agreement dated May 25, 2021 executed by WFOE, Dingdang No. 1 and Dingdang Medicine Express Technology, pursuant to which Dingdang No. 1 agreed to, among other things, irrevocably and exclusively appoint WFOE or the entities or persons designated by WFOE as its attorneys-in-fact to exercise on its behalf, any and all right that it has in respect of its equity interests in Dingdang Medicine Express Technology;
- (bbb) a proxy agreement dated May 25, 2021 executed by WFOE, Dingdang No. 2 and Dingdang Medicine Express Technology, pursuant to which Dingdang No. 2 agreed to, among other things, irrevocably and exclusively appoint WFOE or the entities or persons designated by WFOE as its attorneys-in-fact to exercise on its behalf, any and all right that it has in respect of its equity interests in Dingdang Medicine Express Technology;
- (ccc) a proxy agreement dated May 25, 2021 executed by WFOE, Dingdang No. 3 and Dingdang Medicine Express Technology, pursuant to which Dingdang No. 3 agreed to, among other things, irrevocably and exclusively appoint WFOE or the entities or persons designated by WFOE as its attorneys-in-fact to exercise on its behalf, any and all right that it has in respect of its equity interests in Dingdang Medicine Express Technology;
- (ddd) a proxy agreement dated May 25, 2021 executed by WFOE, Dingdang No. 4 and Dingdang Medicine Express Technology, pursuant to which Dingdang No. 4 agreed to, among other things, irrevocably and exclusively appoint WFOE or the entities or persons designated by WFOE as its attorneys-in-fact to exercise on its behalf, any and all right that it has in respect of its equity interests in Dingdang Medicine Express Technology; and
- (eee) the Hong Kong [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.	Trademarks	Owner	Registration number	Type	Term of trademark right
1.	叮当快药	Dingdang Medicine Express Technology	15539407	35	April 7, 2016 to April 6, 2026
2.	叮当快药	Dingdang Medicine Express Technology	15539417	44	March 7, 2016 to March 6, 2026
3.	叮当送药	Dingdang Medicine Express Technology	15633657	35	April 7, 2016 to April 6, 2026

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No.	Trademarks	Owner	Registration number	Type	Term of trademark right
4.		Dingdang Medicine Express Technology	15634621	44	February 14, 2016 to February 13, 2026
5.		Dingdang Medicine Express Technology	16711752	35	August 28, 2016 to August 27, 2026
6.		Dingdang Medicine Express Technology	18148543	35	February 14, 2018 to February 13, 2028
7.		Dingdang Medicine Express Technology	22415339	9	January 28, 2019 to January 27, 2029
8.		Dingdang Medicine Express Technology	22416197	29	April 7, 2018 to April 6, 2028
9.		Dingdang Medicine Express Technology	22416484	31	April 7, 2018 to April 6, 2028
10.		Dingdang Medicine Express Technology	22416837	39	February 7, 2018 to February 6, 2028
11.		Dingdang Medicine Express Technology	22416996	40	April 7, 2018 to April 6, 2028
12.		Dingdang Medicine Express Technology	22455645	35	April 21, 2018 to April 20, 2028
13.		Dingdang Medicine Express Technology	22455684	44	April 7, 2018 to April 6, 2028
14.		Dingdang Medicine Express Technology	22455724	44	February 7, 2018 to February 6, 2028
15.		Dingdang Medicine Express Technology	23326767	35	November 28, 2018 to November 27, 2028
16.		Dingdang Medicine Express Technology	26354564	39	September 7, 2018 to September 6, 2028
17.		Dingdang Medicine Express Technology	26372358	44	January 14, 2021 to January 13, 2031
18.		Dingdang Medicine Express Technology	35557017	5	January 28, 2020 to January 27, 2030
19.		Dingdang Medicine Express Technology	35559251	9	February 21, 2020 to February 20, 2030

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No.	Trademarks	Owner	Registration number	Type	Term of trademark right
20.		Dingdang Medicine Express Technology	35560693	30	December 14, 2020 to December 13, 2030
21.		Dingdang Medicine Express Technology	35567434	29	November 14, 2020 to November 13, 2030
22.	叮当快药	Dingdang Medicine Express Technology	37236718A	9	May 21, 2020 to May 20, 2030
23.		Dingdang Medicine Express Technology	38665904A	20	August 28, 2020 to August 27, 2030
24.	叮当到家	Dingdang Medicine Express Technology	41291681	44	October 14, 2020 to October 13, 2030
25.	叮当好健康	Dingdang Medicine Express Technology	47975915	30	March 7, 2021 to March 6, 2031
26.	叮当好健康	Dingdang Medicine Express Technology	47975938	35	March 7, 2021 to March 6, 2031
27.	叮当好健康	Dingdang Medicine Express Technology	47983451	29	March 7, 2021 to March 6, 2031
28.	叮当好健康	Dingdang Medicine Express Technology	47969866	44	March 7, 2021 to March 6, 2031
29.	叮当好健康	Dingdang Medicine Express Technology	47989630	32	March 7, 2021 to March 6, 2031
30.	叮当好健康	Dingdang Medicine Express Technology	47991505	3	March 7, 2021 to March 6, 2031
31.		Yaofangwang	6312354	9	March 28, 2020 to March 27, 2030
32.		Yaofangwang	6312353	10	October 7, 2020 to October 6, 2030
33.		Yaofangwang	6312352	30	June 7, 2020 to June 6, 2030

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*(ii) Trademark Registered in Hong Kong*

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

No.	Trademark	Registered Owner	Class	Registration Number	Expiry Date
1.		Dingdang Health Technology Group (HK) Limited	3, 5, 9, 10, 29, 30, 31, 32, 35	305467771	December 28, 2030
2.		Dingdang Health Technology Group (HK) Limited	9, 35, 44, 45	305529646	February 5, 2031

*(c) Copyrights*

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

*(i) Software Copyrights*

No.	Software Name	Owner	Registration number	Development completion date	Initial publish date
1.	Mobile client of Dingdang Medicine Express (short name: Dingdang Medicine Express) 1.0.0	Dingdang Medicine Express Technology	2015SR055180	February 6, 2015	February 6, 2015
2.	E-zoning software of Dingdang Medicine Express (IOS version) V3.0	Dingdang Medicine Express Technology	2016SR272184	September 25, 2015	September 25, 2015
3.	E-zoning software of Dingdang Medicine Express V2.0	Dingdang Medicine Express Technology	2016SR272925	January 1, 2015	January 1, 2015
4.	Mobile client software of Dingdang Medicine Express (Android version) V2.0	Dingdang Medicine Express Technology	2016SR272927	January 1, 2015	January 1, 2015
5.	Mobile client software of Dingdang Medicine Express (IOS version) V2.0	Dingdang Medicine Express Technology	2016SR272929	January 1, 2015	January 1, 2015
6.	Mobile client software of Dingdang Medicine Express (Android version) V3.0	Dingdang Medicine Express Technology	2016SR272933	September 25, 2015	September 25, 2015
7.	Mobile client software of Dingdang Medicine Express (IOS version) V4.0	Dingdang Medicine Express Technology	2017SR118202	May 20, 2016	May 23, 2016

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<u>No.</u>	<u>Software Name</u>	<u>Owner</u>	<u>Registration number</u>	<u>Development completion date</u>	<u>Initial publish date</u>
8.	Joint procurement platform of Dingdang Medicine Express (short name: Joint procurement platform) V1.0.0	Dingdang Medicine Express Technology	2017SR118207	October 28, 2016	November 3, 2016
9.	Mobile client software of Dingdang Medicine Express (Android version) V4.0	Dingdang Medicine Express Technology	2017SR464481	May 20, 2016	May 23, 2016
10.	Seven plate software of Dingdang Medicine Express (H5 version) V1.0.0	Dingdang Medicine Express Technology	2018SR441792	March 13, 2017	June 15, 2017
11.	H5 client system of Dingdang Medicine Express V3.0.0	Dingdang Medicine Express Technology	2018SR443522	October 10, 2017	December 10, 2017
12.	WeChat applet mobile client software of Dingdang Medicine Express (IOS version) V1.0.0	Dingdang Medicine Express Technology	2018SR443791	November 8, 2017	January 8, 2018
13.	Dispatching center mobile client software of Dingdang Medicine Express (Android version) V3.0.0	Dingdang Medicine Express Technology	2018SR443345	January 15, 2018	March 1, 2018
14.	Dispatching center mobile client software of Dingdang Medicine Express (IOS version) V3.0.0	Dingdang Medicine Express Technology	2018SR443347	January 15, 2018	March 1, 2018
15.	ACT system of Dingdang Medicine Express V1.0	Dingdang Medicine Express Technology	2020SR1899762	December 12, 2017	December 13, 2017
16.	BI reporting system of Dingdang Medicine Express V3.0	Dingdang Medicine Express Technology	2020SR1877153	June 30, 2020	July 1, 2020
17.	CMS system of Dingdang Medicine Express V1.0	Dingdang Medicine Express Technology	2020SR1877195	April 9, 2015	April 10, 2015
18.	POP management system of Dingdang Medicine Express V1.0	Dingdang Medicine Express Technology	2020SR1877159	October 30, 2020	November 2, 2020
19.	TOP system of Dingdang Medicine Express V5.0	Dingdang Medicine Express Technology	2020SR1877246	October 30, 2020	November 2, 2020

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<u>No.</u>	<u>Software Name</u>	<u>Owner</u>	<u>Registration number</u>	<u>Development completion date</u>	<u>Initial publish date</u>
20.	Micro mall system of Dingdang Medicine Express V1.0	Dingdang Medicine Express Technology	2020SR1877143	January 2, 2015	January 5, 2015
21.	Mobile client APP of Dingdang Compass V2.0	Dingdang Medicine Express Technology	2020SR1669648	October 16, 2019	Unpublished
22.	Mobile client APP of Dingdang Medicine Express (iOS) V5.0	Dingdang Medicine Express Technology	2020SR1669588	September 12, 2018	September 13, 2018
23.	Mobile client APP of Dingdang Medicine Express (Android) V5.0	Dingdang Medicine Express Technology	2020SR1669645	September 12, 2018	September 13, 2018
24.	Real-time monitoring of large screen system of Dingdang Medicine Express V1.0	Dingdang Medicine Express Technology	2020SR1669644	March 20, 2019	Unpublished
25.	Three-party platform docking system of Dingdang Medicine Express V4.0	Dingdang Medicine Express Technology	2020SR1669621	November 21, 2019	Unpublished
26.	Delivery APP of Dingdang Medicine Express (iOS) V3.0	Dingdang Medicine Express Technology	2020SR1668665	March 10, 2017	Unpublished
27.	Delivery APP of Dingdang Medicine Express (Android) V3.0	Dingdang Medicine Express Technology	2020SR1668664	March 10, 2017	Unpublished
28.	Customer service management system of Dingdang Medicine Express V4.0	Dingdang Medicine Express Technology	2020SR1668671	February 6, 2015	Unpublished
29.	Picking App of Dingdang Medicine Express (iOS) V4.0	Dingdang Medicine Express Technology	2020SR1669670	April 17, 2018	Unpublished
30.	Picking App of Dingdang Medicine Express (Android) V4.0	Dingdang Medicine Express Technology	2020SR1669671	April 17, 2018	Unpublished
31.	E-zoning system of Dingdang Medicine Express (short name: E-zoning) V2.0	Dingdang Smart Pharmacy (Guangdong) Co., Ltd.	2017SR081502	February 1, 2015	May 28, 2015



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<u>No.</u>	<u>Software Name</u>	<u>Owner</u>	<u>Registration number</u>	<u>Development completion date</u>	<u>Initial publish date</u>
32.	Mobile client APP of Dingdang Kuaiyi (IOS version) (short name: Dingdang Kuaiyi) V1.0	Hainan Internet Hospital	2020SR0389930	April 16, 2019	Unpublished
33.	Mobile client APP of Dingdang Kuaiyi (Android version) (short name: Dingdang Kuaiyi) V1.0.0	Hainan Internet Hospital	2020SR0389933	April 16, 2019	Unpublished
34.	Dingdang Kuaiyi (Hainan) Internet Hospital APP (Android version) (short name: Dingdang Kuaiyi (Hainan)) V1.0.0	Hainan Internet Hospital	2020SR0010041	August 20, 2019	Unpublished
35.	Dingdang Kuaiyi (Hainan) Internet Hospital APP (IOS version) (short name: Dingdang Kuaiyi (Hainan)) V1.0.0	Hainan Internet Hospital	2020SR0010047	August 20, 2019	Unpublished
36.	Operation management system of Dingdang Kuaiyi V1.0	Hainan Dingdang Kuaiyi	2020SR1823598	August 31, 2020	Unpublished

*(ii) Other Copyrights*

<u>No.</u>	<u>Copyright</u>	<u>Owner</u>	<u>Registration number</u>	<u>Development completion date</u>	<u>Initial publish date</u>
1.	Dingdang Kuaiyao Xiaoge (叮噹快藥小哥)	Dingdang Medicine Express Technology	Guozuodengzi-2016-F-00271239	July 12, 2015	July 12, 2015

*(c) Patents*

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

<u>No.</u>	<u>Patent name</u>	<u>Owner</u>	<u>Patent type</u>	<u>Patent number</u>	<u>Application date</u>	<u>Announcement date</u>
1.	Drug delivery box	Dingdang Medicine Express Technology	Appearance design	ZL 202030652574.3	October 30, 2020	April 6, 2021
2.	Bike bracket for delivery	Dingdang Medicine Express Technology	Appearance design	ZL 202030652560.1	October 30, 2020	March 30, 2021
3.	Bike bracket for delivery	Dingdang Medicine Express Technology	Appearance design	ZL 202030654309.9	October 30, 2020	March 30, 2021
4.	Bike bracket for delivery	Dingdang Medicine Express Technology	Appearance design	ZL 202030652565.4	October 30, 2020	March 26, 2021

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### 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	Registrant of domain	Registration date of domain	Expiry date of domain
1.	ddky.com	Dingdang Medicine Express Technology	January 2, 2003	January 2, 2024
2.	ddy.com	Dingdang Medicine Express Technology	July 19, 2003	July 19, 2023
3.	ddsy.com	Dingdang Medicine Express Technology	February 23, 2005	February 23, 2023
4.	yaofang.com	Yaofangwang	August 9, 2001	August 9, 2025
5.	yaofang.cn	Yaofangwang	April 22, 2003	April 22, 2025
6.	ddshyf.com	Dingdang Smart Pharmacy (Shanghai) Co., Ltd.	August 29, 2016	August 29, 2022
7.	ysbxdyf.cn	Dingdang Smart Pharmacy (Beijing) Co., Ltd.	February 2, 2015	February 2, 2023
8.	ysbxdyf.com	Dingdang Smart Pharmacy (Beijing) Co., Ltd.	February 2, 2015	February 2, 2023
9.	ddy.com	Dingdang Smart Pharmacy (Beijing) Co., Ltd.	February 27, 2010	February 27, 2023
10.	ddgdyf.com	Dingdang Smart Pharmacy (Guangdong) Co., Ltd.	August 15, 2016	August 15, 2022
11.	njddyf.com	Dingdang Smart Pharmacy (Nanjing) Co., Ltd.	October 17, 2019	October 17, 2024
12.	ddhnyf.com	Henan Dingdang Smart Pharmacy Co., Ltd.	November 13, 2020	November 13, 2025
13.	ddss.com	Hainan Internet Hospital	April 14, 2001	April 14, 2022

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.

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### C. FURTHER INFORMATION ABOUT OUR DIRECTORS

#### 1. Particulars of Directors’ Service Contracts and Appointment Letters

##### (a) *Executive Directors*

[Each of our executive Directors have entered into a service contract with us pursuant to which they agreed to act as executive Directors for an initial term of three years with effect from June 17, 2021 or 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 — Remuneration of the 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 June 17, 2021 and shall continue for three years after or until the third annual general meeting of the Company since the [REDACTED], whichever ends earlier, (subject always to re-election as and when required under the Articles of Association) until terminated in accordance with the terms and conditions of the appointment letter or by either party giving to the other not less than one month’s prior notice in writing.]

[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, (subject always to re-election as and when required under the Articles of Association) 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.]

#### 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 four years ended December 31, 2018, 2019, 2020, 2021 and three months ended March 31, 2022, the aggregate amount of fees, salaries, allowances, retirement benefits scheme contributions and other benefits of our Directors were approximately RMB1.0 million, RMB1.6 million, RMB6.5 million, RMB243.9 million, and RMB69.3 million 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 arrangement currently in force, the Company expects that the total remuneration (without taking into account the year-end bonuses and Employee Incentive Scheme) to be paid to our Directors and by the Company for the year ending 2022 amounted to approximately RMB5 million.

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- (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 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 or chief executive	Nature of interest	Number and class of securities <sup>(1)</sup>	Approximate percentage of interest in our Company immediately before the [REDACTED]	Approximate percentage of interest in our Company immediately after the [REDACTED] (assuming the [REDACTED] is not exercised)
Yang Wenlong <sup>(2)</sup>	Beneficial owner, interest in controlled corporation, interest through voting rights entrustment arrangement, interest held jointly with other persons	660,205,360	50.48%	[REDACTED]
Xu Ning <sup>(3)</sup>	Beneficial Owner	5,000,000	0.38%	[REDACTED]
Yu Lei <sup>(4)</sup>	Beneficial Owner	10,000,000	0.76%	[REDACTED]
Mr. Yu Qinglong <sup>(5)</sup>	Beneficial Owner	8,000,000	0.61%	[REDACTED]

*Notes:*

- (1) Series A Preferred Shares, Series B Preferred Shares, Series B+ Preferred Shares and Series C Preferred Shares will be re-designated to ordinary shares immediately before [REDACTED].
- (2) As at the Latest Practicable Date, Mr. Yang indirectly owns or controls 660,205,360 Shares of our Company, representing approximately 50.48% of the Company's voting rights, including (i) 276,712,555

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Shares being held through Delight Faith Limited and its subsidiaries, (ii) 295,499,475 Shares being held through Go Far Limited and its subsidiaries, and (iii) 87,993,330 Shares being held or controlled through Voting Rights Entrustment Arrangements with Excel Returns Group Limited, Go Prosper Enterprises Corporation, and Much Premium Investment Limited.

- (3) Mr. Xu Ning is interested in the 5,000,000 Restricted Shares granted to him under the Restricted Share Scheme.
- (4) Mr. Yu Lei is interested in the 10,000,000 Restricted Shares granted to him under the Restricted Share Scheme.
- (5) Mr. Yu Qinglong is interested in the 8,000,000 Restricted Shares granted to him under the Restricted Share Scheme.

*(ii) Interest in associated corporations*

Name	Position in our Group	Name of associated corporations	Percentage Shareholding in our Associated Corporations
Yang Wenlong <sup>(1)</sup>	Executive Director, Chairman of the Board and President	Dingdang Medicine Express Technology	24.44% (Beneficial owner)
			37.78% (Interest in controlled entities)
			37.78% (Interest through voting rights entrustment arrangement)

*Note:*

(1) As of Latest Practicable Date, Mr. Yang Wenlong controls 100% of the equity interest in Dingdang Medicine Express Technology, including (i) directly holds 24.44% of the equity interest, (ii) indirectly controls 37.78% of the equity interest through Dingdang No. 4, and (iii) indirectly controls 37.78% of the equity interests through Dingdang No. 1, Dingdang No. 2 and Dingdang No. 3, as all the limited partners of Dingdang No. 1, Dingdang No. 2 and Dingdang No. 3 have authorized Mr. Yang Wenlong to exercise the voting rights in directly held by them in Dingdang Medicine Express Technology.

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] (assuming the [REDACTED] is not exercised), 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 “Substantial Shareholders”.

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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], 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 Capital.

### 4. Disclaimers

Save as disclosed in this document:

- (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, no other person (other than a Director or chief executive of the Company) will, immediately following completion of the [REDACTED], have interests or short positions in the 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) none of the Directors or chief executive of the Company has any interests or short positions in the 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 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 the Shares are listed 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 Renhe of our Group.]



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### D. EMPLOYEE INCENTIVE SCHEME

In order to provide incentives and rewards to members of the Board, employees and consultants of our Group, the Company adopted a series of employee incentive schemes, including Pre-[REDACTED] Share Option Scheme, Restricted Share Scheme and RSU Scheme on May 1, 2020 and the Restricted Share Agreement on May, 31, 2021 (collectively, the “**ESOP Plans**”). The total number of Shares issued or issuable pursuant to the ESOP Plans (other than the Restricted Share Agreement) shall not be more than 87,993,330 Shares, representing approximately [REDACTED] of the total issued share capital of the Company immediately upon completion of the [REDACTED] (assuming the [REDACTED] is not exercised).

The ESOP Plans were adopted by the Company as a continuation and restructuring of the employee share incentive scheme originally adopted by Dingdang Medicine Express Technology in September 2016 (the “**2016 ESOP Plan**”), which was established to recognize and reward the contribution of the participants to the growth and development of Dingdang Medicine Express Technology. The 2016 ESOP Plan was terminated as a result of the adoption of the ESOP Plans.

The ESOP Plans shall be administrated by a committee comprising of Mr. Yang Wenlong and the Director or senior management designated by Mr. Yang Wenlong (the “**Administrator**”).

### PRE-[REDACTED] SHARE OPTION SCHEME

#### Summary of Terms

The following is a summary of the principal terms of the Pre-[REDACTED] Share Option Scheme. The terms of our Pre-[REDACTED] Share Option Scheme are not subject to the provisions of Chapter 17 of the Listing Rules as our Pre-[REDACTED] Share Option Scheme will not involve the grant of Options by us to subscribe for new Shares of the Company.

#### *(a). Purpose*

Pre-[REDACTED] Share Option Scheme is intended to motivate the eligible participants and improve productivity by giving eligible participants an opportunity to have a personal stake in our Company and promote the success and enhance the value of the Company.

#### *(b). Who May Join*

Persons eligible to participate in the Pre-[REDACTED] Share Option Scheme include employees and consultants of the Group, as determined by the Administrator (the “**Pre-[REDACTED] Eligible Participants**”).

An offer shall be deemed to have been accepted when the document in writing for each grant of options under the Pre-[REDACTED] Share Option Scheme to a Grantee (the “**Pre-[REDACTED] Grant Letter**”) is duly signed by the Grantee. Nil consideration is required to be paid by the Grantee for the grant of any Options under the Pre-[REDACTED] Share Option Scheme.

#### *(c). Exercise Price*

The exercise price of the Options (“**Exercise Price**”) shall be determined by the Administrator and set forth in the Pre-[REDACTED] Grant Letter, subject to the requirements of applicable laws. The Exercise Price may be amended or adjusted in the absolute discretion of the Administrator (subject to applicable laws and regulations), the determination of which shall be final, binding and conclusive. For the avoidance of doubt, to the extent not prohibited by applicable laws or regulations, a downward adjustment of the Exercise Price shall be effective without the approval of the Shareholders or the approval of the affected Pre-[REDACTED] Eligible Participants.

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### *(d). Transferability of Options*

Except as otherwise provided by the Administrator, no Option shall be assigned, transferred or otherwise disposed of by a Grantee other than by will or the laws of descent and distribution. No right or interest of a Grantee in any Option may be pledged, encumbered, or hypothecated to or in favour of any party other than the Company or its subsidiaries, or shall be subject to any lien, obligation, or liability of such Grantee to any other party other than the Company or its subsidiaries.

Subject to applicable laws, the Administrator by express provision in the Pre-[REDACTED] Grant Letter or an amendment thereto may permit an Option to be transferred to, exercised by and paid to certain persons or entities related to the Grantee, including, without limitation, members of the Grantee's family, charitable institutions, or trusts or other entities whose beneficiaries or beneficial owners are members of the Grantee's family and/or charitable institutions, or to such other persons or entities as may be expressly approved by the Administrator, pursuant to such conditions and procedures as the Administrator may establish. Any permitted transfer shall be subject to the condition that the Administrator receives evidence satisfactory to it that the transfer is being made for estate and/or tax planning purposes (or to a "blind trust" in connection with the Grantee's termination of employment or service with the Company or its subsidiaries to assume a position with a governmental, charitable, educational or similar non-profit institution) and on a basis consistent with the Company's lawful issue of securities. Subject to above, the Grantee shall give the Company prompt notice of any disposition of Shares acquired by exercise of Options.

### *(e). Exercise of Options and Duration of the Pre-[REDACTED] Share Option Scheme*

The Administrator shall determine the time or times at which an Option may be exercised in whole or in part, provided that the term of any Option granted under the Pre-[REDACTED] Share Option Scheme shall not exceed ten years, subject to amendment, modification or termination.

A Grantee may exercise his or her Option in whole or in part at any time or times which may be specified by the Administrator in the Pre-[REDACTED] Grant Letter, subject to the performance targets and other vesting schedule as specified in the Pre-[REDACTED] Grant Letter and applicable laws and regulations. The vesting period shall commence on the date of [REDACTED].

The Grantee should submit application for exercise of Options (the "**Exercise Application**") (in such form as specified in the Pre-[REDACTED] Grant Letter) to the Company, stating that the Options are thereby exercised, the number of Shares in respect of which it is exercised, the exercise price and personal information of the Grantee, accompanied by evidence of meeting the conditions of exercise of Options mentioned above. The Company shall review the Exercise Application at the set time each year and issue notice of exercise of Options (the "**Exercise Notice**") as approved by the Administrator. Within 90 days of the date of the Exercise Notice (the "**Exercise Period**"), the Grantee shall pay in full of the exercise price of the Shares for which the Option is being exercised and complete other exercise procedures as required by the Company. The Administrator shall determine the methods by which the Exercise Price may be paid, subject to the requirements of applicable laws. Payment of any Exercise Price may also be made through cashless exercise at the election of the Administrator. The Grantee shall exercise the Option within the Exercise Period and any vested options which have not been exercised within the Exercised Period shall lapse automatically, unless otherwise agreed in writing by the Company.

The Grantees, upon exercising the Options, shall irrevocably delegate the voting rights attached to the Shares owned or to be owned by them pursuant to the exercise of Options to Mr. Yang Wenlong or such other person as designated by Mr. Yang Wenlong. Therefore, such Shares are subject to lock-up period applicable to Mr. Yang Wenlong following the [REDACTED] under applicable laws and regulations.

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### *(f). Ranking of Shares*

No dividends (including distributions made upon the liquidation of the Company) will be payable and no voting rights will be exercisable in relation to any Options that have not been exercised. Shares allotted and issued on the exercise of any Options will be subject to all provisions of the Articles of Association of the Company and will rank equally in all respects with the Shares in issue on the date of allotment and issuance. They will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment and issuance.

### *(g). Effect of Alterations to Capital*

In the event of any share dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its Shareholders, or any other change affecting the Shares or the price of a Share, the Administrator shall make such proportionate adjustments, if any, to reflect such change with respect to (a) the aggregate number and type of Shares that may be issued under the Pre-[REDACTED] Share Option Scheme; (b) the terms and conditions of any outstanding Options (including, without limitation, any applicable performance targets or criteria with respect thereto); and (c) the number of Shares covered by an Option or exercise price per Share for any outstanding Options under the Pre-[REDACTED] Share Option Scheme, subject to applicable laws and regulations.

### *(h). Termination of the Pre-[REDACTED] Share Option Scheme*

The Pre-[REDACTED] Share Option Scheme will terminate upon occurrence of the change of control of our Company or any merger and division (including being acquired) of the Company. In such circumstances, the Options granted will be dealt with according to the transaction documents as entered into by and among the Company and other parties with respect to the above circumstances.

At any time and from time to time, the Administrator may terminate the Pre-[REDACTED] Share Option Scheme; provided, however, to the extent necessary to comply with applicable laws, any Shareholders' agreement, the Articles of Association and any other agreements by and among the Company and the Shareholders in relation to the Pre-[REDACTED] Share Option Scheme, the Company shall obtain the Shareholder or Board approval of terminating the Pre-[REDACTED] Share Option Scheme in such a manner and to such a degree as required.

### *(i). Alteration of the Pre-[REDACTED] Share Option Scheme*

At any time and from time to time, the Administrator may amend or modify the Pre-[REDACTED] Share Option Scheme; provided, however, to the extent necessary to comply with applicable laws, any Shareholders' agreement, the Articles of Association and any other agreements by and among the Company and the Shareholders in relation to the Pre-[REDACTED] Share Option Scheme, the Company shall obtain the Shareholder or Board approval of any amendment of the Pre-[REDACTED] Share Option Scheme in such a manner and to such a degree as required. For the avoidance of doubt, both Board approval and Shareholders' approval will be required for any amendment to the Pre-[REDACTED] Share Option Scheme that increases the number of Shares available under the Pre-[REDACTED] Share Option Scheme (other than any adjustment as provided by paragraph (h) above).

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### *(j). Termination of Option*

An Option shall lapse forthwith and not be exercisable (to the extent not already vested or vested but not already exercised) with immediate effect or after such period the Administrator may determine, upon the occurrence of any of the following:

- (i). the expiry of the Exercise Period;
- (ii). ten years from the date the Option is granted;
- (iii). the termination of employment or engagement of the Grantee due to the fault of the Grantee, including, among others, breach of the Pre-[REDACTED] Grant Letter, the Articles of Association and policies of the Company and/or our subsidiaries, non-performance or improper performance seriously impairing of the Company's interests or reputation or causing other direct or indirect economic losses to the Company, breach of the laws and regulations of the PRC, in such case, the Grantee shall, where applicable, (i) unconditionally transfer the Shares owned by him or her pursuant to the exercise of the Options to the entity as designated by the actual controller at a price specified in the Pre-[REDACTED] Grant Letter; (ii) transfer any cash dividends and interests (if any) obtained or should be obtained by the Grantee based on the Shares owned by the Grantee pursuant to the exercise of the Options to the entity as designated by the actual controller; (iii) transfer the proceeds from the transfer of Shares owned by the Grantee pursuant to the exercise of the Options to the actual controller or its designated entity, if the Grantee has disposed such Shares;
- (iv). the termination of employment or engagement of the Grantee not at the fault of the Grantee before [REDACTED] or within one year from the [REDACTED], including (i) the termination of employment or engagement of the Grantee in advance as agreed between the Company and/or subsidiaries and the Grantee or upon expiration of the employment or engagement without renewal; (ii) retirement of the Grantee without continuing serving as employee or consultant of the Company, unless the Company decides otherwise; and (iii) the Grantee dies or is declared dead, or loses the ability to work, or is determined as a person with no or limited capacity for civil conduct, in such case, the actual controller or its designated entity is entitled to repurchase the Shares owned by the Grantee pursuant to the exercise of the Options at a price specified in the Pre-[REDACTED] Grant Letter.

In the case of the termination of employment or engagement of the Grantee not at the fault of the Grantee on and after one year from the [REDACTED], the Grantee (or his/her heirs or guardians) can continue to hold the Shares owned by the Grantee pursuant to the exercise of the Options, and shall exercise the then vested Options within six months from the date of the termination of employment or engagement of the Grantee, otherwise the then vested Options will lapse forthwith.

### *(k). Alteration of Options*

In the case that the Grantee is demoted for being incompetent or failing the assessment, changes to part-time positions, or takes too much leaves, the Company is entitled to reduce the number of Shares underlying the unexercised Options granted to such Grantee or adjust the vesting schedule or exercise procedures applicable to such Grantee, subject to the Administrator's review and approval.

In the case that the Grantee is a consultant of the Company and/or subsidiaries, the Grantee's holding of the Shares may or the Company reasonably believes that he Grantee's holding of the Shares of the Company may adversely affect the [REDACTED], the Company are entitled to require the Grantee to enter into employment agreement with the Company and/or subsidiaries or repurchase, by itself or entities designated by it, the Shares held by such Grantee at a price specified in the Pre-[REDACTED] Grant Letter.

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### (I) Potential Dilution Effect

All the Shares underlying the Pre-[REDACTED] Share Option Scheme have been issued to Excel Returns Group Limited. As such, the exercise of Options will not incur dilution.

### Outstanding Options

As of the Latest Practicable Date, the Company had granted Options under the Pre-[REDACTED] Share Option Scheme to an aggregate of 96 Grantees to subscribe for a total of 11,480,000 Shares, being the maximum number of Shares that may be issued upon exercise of all Options granted and to be granted under the Pre-[REDACTED] Share Option Scheme, under the terms and conditions of the Pre-[REDACTED] Share Option Scheme. All of the Grantees are employees within the Group. As of the Latest Practicable Date, no Options were granted to any Directors, members of the senior management of the Company or the connected persons of our Group under the Pre-[REDACTED] Share Option Scheme.

Details of the Options granted to the Grantees as of the Latest Practicable Date are set out below:

No.	Range of Shares underlying Options granted under the Pre-[REDACTED] Share Option Scheme	Total number of Grantees	Total number of Shares underlying outstanding Options	Exercise Price (RMB)	Dates of grant	Exercise Period	Approximate percentage of equity interest in the Company underlying outstanding Options immediately following completion of the [REDACTED] (assuming the [REDACTED] is not exercised)
1.	1 to 99,999	61	3,160,000	0.1	May 30, 2020	10 years from grant date	[REDACTED]
2.	100,000 to 199,999	15	1,980,000	0.1	May 30, 2020	10 years from grant date	[REDACTED]
3.	200,000 to 299,999	11	2,500,000	0.1	May 30, 2020	10 years from grant date	[REDACTED]
4.	300,000 or more	9	3,840,000	0.1	May 30, 2020	10 years from grant date	[REDACTED]

Save as disclosed above, no other Options have been granted or agreed to be granted by our Company under the Pre-[REDACTED] Share Option Scheme and no further Options will be granted under the Pre-[REDACTED] Share Option Scheme prior to the [REDACTED].

As at the Latest Practicable Date, none of the Options has been exercised.

### Waiver and Exemption

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 1A to the Listing Rules; and (ii) a certificate of 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 “Waiver from Strict Compliance with the Listing Rules and Exemptions from Strict Compliance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance”.

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**RESTRICTED SHARE SCHEME**

The following is a summary of the principal terms of the Restricted Share Scheme of the Company, which is a continuation and restructuring of the 2016 ESOP Plan. Pursuant to the Restricted Share Scheme, a total of 76,233,330 Shares (“**Restricted Shares**”), representing approximately [REDACTED] of the total issued share capital of the Company immediately upon completion of the [REDACTED] (assuming the [REDACTED] is not exercised) have been issued to the 17 participants (“**Restricted Share Scheme Participants**”) of the 2016 ESOP Plan through Go Prosper Enterprise Corporation and Much Premium Investment Limited (the “**Restricted Share Scheme Platform**”), all of which have been vested as of the Latest Practicable Date.

Details of the Restricted Shares granted to the Directors of the Company or our subsidiaries, who are connected persons of the Company, as of the Latest Practicable Date are set out below:

<u>Name</u>	<u>Address</u>	<u>Relationship with the Company</u>	<u>Total Number of Restricted Shares</u>	<u>Grant Date</u>
XU Ning (徐寧) . . . . .	No. 1005, Gate 1, Building 6 Jiao Dao Kou Dong Da Street Dongcheng District Beijing PRC	Executive Director and Vice President	5,000,000	September 13, 2016
YU Lei (俞雷) . . . . .	No. 608, Building 6, Yuxin Garden, Xisanqi East Road, Haidian District, Beijing, PRC	Executive Director and Vice President	10,000,000	September 13, 2016
YU Qinglong (于慶龍) . . . . .	Room 405, North Tower, Ya An International Apartment No. 2 Jinbao Street Dongcheng District Beijing PRC	Executive Director and Chief Technology Officer	8,000,000	September 13, 2016
XIONG Zhonghua (熊忠華) . . . . .	Room 201, Unit 4, Building 7, Nanli East District, Xihua City, Dongcheng District, Beijing	Directors and chief executive of our subsidiaries	10,916,665	September 13, 2016
HUA Chunguo (化春國) . . . . .	34C, Building 9 Dachong City Garden No. 12 Kefa Road Nanshan District Shenzhen Guangdong Province PRC	Directors and chief executive of our subsidiaries	5,000,000	September 13, 2016
Feng Gang (馮鋼) . . . . .	Room 202, Floor 2, No. 10, Lane 199, Qizhen Road, Dachang Town, Baoshan District, Shanghai, PRC	Directors and chief executive of our subsidiaries	7,000,000	September 13, 2016

The Restricted Share Scheme is not subject to the provisions of Chapter 17 of the Listing Rules as the Restricted Share Scheme does not involve the grant of Options by our Company to subscribe for new Shares.

**(a). Purpose**

The purpose of Restricted Share Scheme was to recognize and reward the contribution of the Restricted Share Scheme Participants to the growth and development of our Group.



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### *(b). Restrictions*

- (i). the cash dividend payable to the Restricted Share Scheme Participants shall be withheld and managed by the Restricted Share Scheme Platform and shall be paid to the Restricted Share Scheme Participants in accordance with the schedules as specified in the document in writing for each grant of Restricted Shares under the Restricted Share Scheme to the Restricted Share Scheme Participants (the "**Restricted Share Grant Letter**"); and
- (ii). in the event of any share dividend, share split, share consolidation, share capital increase or reduction, the number of Restricted Shares held by the Restricted Share Scheme Participants will be adjusted accordingly.

### *(c). Lock-up Arrangement*

The Restricted Share Scheme Participants, after being granted the Restricted Shares (including before and after the Restricted Shares are released from the transfer restrictions), shall irrevocably delegate the voting rights attached to the Restricted Shares to Mr. Yang Wenlong or such other person as designated by Mr. Yang Wenlong. Therefore, such Shares are subject to lock-up period applicable to Mr. Yang Wenlong following the [REDACTED] under applicable laws and regulations.

In compliance with applicable laws and regulations, the Restricted Share Scheme Participants are subject to lock-up arrangements with respect to transfer of Restricted Shares as specified in the Restricted Share Grant Letter, and the Company and its actual controller may adjust the lock-up arrangement when it deems necessary.

When the Restricted Shares are released from the lock-up arrangement, the transfer of the Restricted Shares can be realized in any of the following ways:

- (i). the Company, through the Restricted Share Scheme Platform, sells the Restricted Shares through the open market and the proceeds therefrom will be used to repurchase the Shares in the Restricted Share Scheme Platform held by the Restricted Share Scheme Participants;
- (ii). the entity designated by the Administrator repurchases the Shares in the Restricted Share Scheme Platform held by the Restricted Share Scheme Participants at a price of the corresponding Restricted Shares.

### *(d). Repurchase Rights*

In any event as set forth below, the actual controller of the Company and/or the entities designated by the actual controller shall be entitled to repurchase from the Restricted Share Participants certain number of Restricted Shares:

- (i). the termination of employment of the Restricted Share Scheme Participants due to the fault of the Restricted Share Scheme Participants;
- (ii). termination of employment not at the fault of the Restricted Share Scheme Participants within 12 months from the [REDACTED];
- (iii). termination of employment not at the fault of the Restricted Share Scheme Participants after 12 months but within 24 months from the [REDACTED];
- (iv). termination of employment not at the fault of the Restricted Share Scheme Participants after 24 months but within 36 months from the [REDACTED];
- (v). in the case that the Restricted Share Scheme Participant is demoted for being incompetent or failing the assessment, changes to part-time positions, or takes too much leaves;

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### *(e). Termination of Restricted Share Scheme*

The Restricted Share Scheme will terminate upon occurrence of the change of control of our Company or any merger and division (including being acquired) of the Company.

At any time and from time to time, the Administrator may terminate the Restricted Share Scheme; provided, however, to the extent necessary to comply with applicable laws, any Shareholders' agreement, the Articles of Association and any other agreements by and among the Company and the Shareholders in relation to the Restricted Share Scheme, the Company shall obtain the Shareholder or Board approval of terminating the Restricted Share Scheme in such a manner and to such a degree as required.

### **RESTRICTED SHARE AGREEMENT**

The following is a summary of the principal terms of the Restricted Share Agreement entered into by the Company, Mr. Yang Wenlong and Future Health Limited, a company held as to 60% of its equity interests by Mr. Yang Wenlong on May 31, 2021 (the "**Date of Grant**") which has been approved by the Shareholders of the Company on May 25, 2021. Pursuant to the Restricted Share Agreement, 130,793,590 ordinary Shares, representing [REDACTED] of the total issued share capital of the Company immediately upon completion of the [REDACTED] (assuming the [REDACTED] is not exercised) (the "**Founder Incentive Shares**"), were issued to Future Health Limited.

The Restricted Share Agreement is not subject to the provisions of Chapter 17 of the Listing Rules as the Restricted Share Agreement does not involve the grant of options by our Company to subscribe for new Shares.

### *(a). Purpose*

The purpose of the Restricted Share Agreement was to recognize and reward the contribution of Mr. Yang Wenlong to the growth and development of our Group.

### *(b). Vesting Schedule*

Provided that Mr. Yang Wenlong remains as an employee of the Company at such time:

- 20% of the Founder Incentive Shares will be released of all the Special Restrictions (as defined below) upon the expiration of the lock-up period applicable to the Mr. Yang Wenlong after [REDACTED] under the Listing Rules.
- 40% of the Founder Incentive Shares will be released of the Special Restrictions in equal tranches on each of the first four anniversaries of the Date of Grant.
- 40% of the Founder Incentive Shares will be released of the Special Restrictions in equal tranches over four years (each such a year, the "Restricted Calculation Year") if Mr. Yang Wenlong meets the performance targets as specified in the Restricted Share Agreement on the performance testing date, which is the date the Board approves the final audited financial statements, for such Restricted Calculation Year.

The Founder Incentive Shares so released are hereinafter referred to as "Released Founder Incentive Shares" and the Founder Incentive Shares that have not yet been vested are hereinafter referred to as "Unreleased Founder Incentive Shares".

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### (c). *Transfer Restrictions*

Mr. Yang Wenlong may not sell, transfer, pledge or otherwise dispose of, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any Founder Incentive Shares during the period from the Date of Grant until the later of four (4) years after the Date of Grant or the expiration of the lock-up period applicable to Mr. Yang Wenlong after the Qualified [REDACTED] (the "**Restricted Period**"). The Founder Incentive Shares are also restricted in the sense that they may be repurchased by the Company.

### (d). *Repurchase Rights*

In the case of termination of employment of Mr. Yang Wenlong with the Company (the "**Termination**"), the Unreleased Founder Incentive Shares will be repurchased by the Company at nil price (together with the Transfer Restrictions, the "**Special Restrictions**").

In the events set forth below, notwithstanding the release of the Special Restrictions, until the later of four years after the Date of Grant or the expiration of the lock-up period applicable to Mr. Yang Wenlong after [REDACTED] under the Listing Rules, the Company shall be entitled to repurchase Released Founder Incentive Shares:

- (i). at nil price following a Bad Leaver Termination, including (1) Termination for Cause by the Company; (2) Termination by Mr. Yang Wenlong other than for Good Reason or death, disability or mutually agreed retirement; (3) violation of restrictive covenants including non-compete, non-solicitation, confidentiality, and non-disparagement by Mr. Yang Wenlong; or
- (ii). at fair market value following a Termination that is not a Bad Leaver Termination.

"Cause" includes, (i) a material breach by Mr. Yang Wenlong of his employment or similar agreement with the Company ("**Service Agreements**"), (ii) the failure by Mr. Yang Wenlong to reasonably and substantially perform his duties to the Company under the Service Agreements, which failure is materially damaging to the financial or business operation condition of the Company; (iii) fraud or willful misconduct of Mr. Yang Wenlong which is injurious to the Company or (iv) the commission by Mr. Yang Wenlong of a felony or other serious crime involving moral turpitude.

"Good Reason" includes, subject to the Company's right to cure within 30 days subsequent to the occurrence of events below, (i) a material diminution in Mr. Yang Wenlong's duties and/or responsibilities other than a change that results from the Company becoming part of a larger organization, (ii) a material reduction in the base salary of Mr. Yang Wenlong, (iii) a relocation of 75 miles or more of the principal base of operation of Mr. Yang Wenlong or (iv) other material breach by the Company of any employment or similar agreement with Mr. Yang Wenlong.

## RSU SCHEME

### (a). *Grant of RSU*

The Administrator, at any time and from time to time, may grant Restricted Share Units (the "**RSUs**") to participants (the "**RSU Participants**") as the Administrator, in its sole discretion, shall determine. The Administrator, in its sole discretion, shall determine the number of Restricted Share Units to be granted to each Participant. Each grant of RSUs shall be evidenced by a written agreement (the "**RSU Grant Letter**"), which shall specify any vesting conditions, the number of RSUs granted, and such other terms and conditions as the Administrator, in its sole discretion, shall determine. As of the Latest Practicable Date, none of the RSUs have been granted under the RSU Scheme.

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### *(b). Vesting Schedule*

The Administrator, in its discretion, may set performance targets or other vesting criteria which, depending on the extent to which they are met, will determine the number or value of RSUs that will be vested.

### *(c). Forfeiture/Repurchase*

Except as otherwise determined by the Administrator at the time of the grant of the RSUs or thereafter, upon termination of employment or service of the RSU Participants, RSUs that are at that time unvested shall be forfeited, and the Company has the right, but not obligation to repurchase the RSUs at the time vested in accordance with the RSU Grant Letter; provided, however, the Administrator may (a) provide in any RSU Grant Letter that restrictions or forfeiture and repurchase conditions relating to RSUs will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to RSUs.

### *(d). Amendment, Modification and Termination*

In the event of any share dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the Shares or the price of a Share, the Administrator shall make such proportionate adjustments, if any, to reflect such change with respect to (a) the aggregate number and type of Shares that may be issued under the RSU Scheme; (b) the terms and conditions of any outstanding RSUs (including, without limitation, any applicable performance targets or criteria with respect thereto); and (c) the number of Shares covered by an RSU or exercise price per Share for any outstanding RSUs under the RSU Scheme, subject to applicable laws and regulations.

At any time and from time to time, the Administrator may terminate, amend or modify the RSU Scheme; provided, however, to the extent necessary to comply with applicable laws, any Shareholders Agreement, the Articles of Association and any other agreements by and among the Company and the Company's Shareholders in relation to the RSU Scheme, the Company shall obtain the Shareholder or Board approval of any amendment in such a manner and to such a degree as required.

## **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**

Save as disclosed in this document and 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, the Shares in issue, the Shares to be issued pursuant to the [REDACTED] (including any Shares which may fall to be issued pursuant to the exercise of the [REDACTED]). All necessary arrangements have been made enabling the Shares to be admitted into CCASS.

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CICC Qizhi, Ningbo Qirui and Ningbo Qiling are the Pre-[REDACTED] Investors of the Company, which are ultimately controlled by CICC Capital Management Co., Ltd, a wholly-owned subsidiary of China International Capital Corporation Limited, a company whose shares are listed on the Stock Exchange (stock code: 3908). For details, please refer to the section headed “History, Reorganization and Corporate Structure — Information about the Pre-[REDACTED] Investors” in this document. China International Capital Corporation Limited is the holding company of China International Capital Corporation Hong Kong Securities Limited, one of our Joint Sponsors. Accordingly, CICC Qizhi, Ningbo Qirui and Ningbo Qiling and CICC Capital Management Co., Ltd are regarded as members of the sponsor group (as defined under Rule 3A.01(9) of the Listing Rules) of China International Capital Corporation Hong Kong Securities Limited. CICC Qizhi, Ningbo Qirui and Ningbo Qiling will hold approximately [REDACTED], [REDACTED] and [REDACTED] of the total issued share capital of our Company immediately following the completion of the [REDACTED] (assuming the [REDACTED] is not exercised), respectively. As the shareholdings of CICC Qizhi, Ningbo Qirui and Ningbo Qiling in the Company will be below the threshold under Rule 3A.07(1) nor do they give rise to any circumstances under 3A.07, China International Capital Corporation Hong Kong Securities Limited is of the view that it satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

CMB International Capital Limited, being one of the Joint Sponsors, is a wholly-owned subsidiary of CMB International Capital Corporation Limited (招銀國際金融有限公司). Tianjin Shanhaiyihao Business Management Consulting Partnership (Limited Partnership) (天津山海壹號企業管理諮詢合夥企業(有限合夥)) (“Shanhaiyihao”) and Nanjing Zhaoyingongying, being the subsidiaries of CMB International Capital Corporation Limited, are regarded as members of the sponsor group (as defined under Rule 3A.01(9) of the Listing Rules) of CMB International Capital Limited. Shanhaiyihao and Nanjing Zhaoyingongying will hold approximately [REDACTED] and [REDACTED] of the total issued share capital of our Company immediately following the completion of the [REDACTED] (assuming the [REDACTED] is not exercised), respectively. In addition, Ms. Lian Suping, a senior specialist of CMB International Capital Corporation Limited, is a non-executive Director of our Company. In view of the above, CMB International Capital Limited does not satisfy the independence criteria applicable to sponsors 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 Joint Sponsor a fee of USD500,000 to act as a sponsor to our Company in the [REDACTED].

#### 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.

<u>Name</u>	<u>Qualification</u>
China International Capital Corporation Hong Kong Securities Limited	Licensed to conduct type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 5 (advising on futures contracts) and type 6 (advising on corporate finance) regulated activities under the SFC
CMB International Capital Limited	Licensed to conduct type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFC

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<u>Name</u>	<u>Qualification</u>
Deloitte Touche Tohmatsu	Certified Public Accountants
Jingtian & Gongcheng	Qualified PRC Legal Advisors
Maples and Calder (Hong Kong) LLP	Cayman Islands attorneys-at-law
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Industry consultant

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.

### 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 Advisor

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

### 8. Preliminary Expenses

As of Latest Practicable Date, our Company did not incur any material preliminary [REDACTED] of the [REDACTED].

### 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.

### 10. Miscellaneous

- (a) Save as disclosed in this document, 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;
  - (ii) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option; and



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(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 our subsidiaries.

(b) Save as disclosed in this document:

(i) there are no founder, management or deferred shares nor any debentures in our Company or any of our subsidiaries;

(ii) 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; and

(iii) 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.

(iv) 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 proposed 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) Our Company has no outstanding convertible debt securities or debentures.

(ix) There is no arrangement under which future dividends are waived or agreed to be waived.