

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### A. FURTHER INFORMATION ABOUT OUR GROUP

#### 1. Incorporation of our Company

Our Company was incorporated in the Cayman Islands under the Cayman Islands Companies Act as an exempted company with limited liability on January 10, 2022. Our Company has established its principal place of business in Hong Kong at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong and was registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on April 13, 2022. Ms. Cheung Ka Lun Karen (張嘉倫) and Ms. Chan Wai Ling (陳蕙玲) have been appointed as the authorized representative of our Company for the acceptance of service of process and notices on behalf of our Company in Hong Kong.

As our Company was incorporated in the Cayman Islands, we are subject to the Cayman Islands Companies Act, the Memorandum and the Articles and the applicable laws of the Cayman Islands. A summary of certain provisions of the Memorandum and Articles and relevant aspects of the Cayman Islands Companies Act is set out in “Summary of the Constitution of the Company and Cayman Islands Company Law” in Appendix III to this document.

#### 2. Changes in the share capital of our Company

As of the date of incorporation of our Company, the authorized share capital of our Company was HK\$7,600,000 divided into 760,000,000 Shares of HK\$0.01 each. Upon its incorporation, one fully-paid Share was allotted and issued to an initial subscriber who is an Independent Third Party on January 10, 2022, which was then transferred to Bear Family at par on the same date.

On January 19, 2022, our Company issued and allotted a total of 44,777,900 ordinary Shares, in which 27,817,613, 7,568,442, 5,329,380, 3,461,307 and 601,158 Shares were allotted and issued, credited as fully paid at par, to Bear Family, Little Bear, Charlie Bear Technology Limited, Gold Bear Technology Limited and Trinity Limited, respectively.

Pursuant to the written resolutions of our Shareholders passed on March 22, 2022, the authorized share capital of the Company was amended to HK\$7,600,000 divided into (i) 710,799,188 ordinary Shares of HK\$0.01 each; (ii) 15,091,329 Series A Preferred Shares of HK\$0.01 each; (iii) 14,593,840 Series B Preferred Shares of HK\$0.01 each; (iv) 2,084,011 Series C Preferred Shares of HK\$0.01 each; (v) 12,824,688 Series D-1 Preferred Shares of HK\$0.01 each; (vi) 3,606,944 Series D-2 Preferred Shares of HK\$0.01 each; and (vii) 1,000,000 Series D-3 Preferred Shares of HK\$0.01 each. Our Company allotted and issued 6,622,445 and 11,111,111 ordinary Shares, credited as fully paid at par, to LX Brothers and Beauty Bear respectively. Further, our Company issued and allotted a total of 48,599,654 Preferred Shares of various classes in the following manner:

- (a) On March 28, 2022,
  - (i) 6,668,262 Series A Preferred Shares and 8,015,430 Series D-1 Preferred Shares were issued and allotted to Tigris Innovation Limited;

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

- (ii) 2,084,011 Series C Preferred Shares were issued and allotted to Image Frame Investment (HK) Limited (意像架構投資(香港)有限公司);
  - (iii) 601,158 ordinary Shares issued and allotted to Trinity Limited were redesignated as Series D-2 Preferred Shares; and
  - (iv) 1,000,000 Series D-3 Preferred Shares were issued and allotted to Ultimate Lenovo Limited.
- (b) On April 6, 2022,
- (i) 6,668,262 Series A Preferred Shares, 3,929,111 Series B Preferred Shares and 1,603,086 Series D-1 Preferred Shares were issued and allotted to Shanghai Tong Yun Xin Xi Ji Shu Company Limited;
  - (ii) 1,754,805 Series A Preferred Shares were issued and allotted to Shanghai Yuanzhe Enterprise Management Partnership (LLP) (上海元輒企業管理合夥企業(有限合夥));
  - (iii) 10,664,729 Series B Preferred Shares and 3,005,786 Series D-2 Preferred Shares were issued and allotted to Shanghai Yujun Enterprise Management Partnership (LLP) (上海譽竣企業管理合夥企業(有限合夥)); and
  - (iv) 3,206,172 Series D-1 Preferred Shares were issued and allotted to Shanghai Jing Zhe Xin Xi Ji Shu Company Limited.

Each Series A Preferred Share, Series B Preferred Share, Series C Preferred Share, Series D-1 Preferred Share, Series D-2 Preferred Share and Series D-3 Preferred Share shall automatically be converted into ordinary Shares at the then effective applicable conversion price upon completion of the [REDACTED].

Pursuant to the written resolutions of the Shareholders passed on September 27, 2022, the authorized share capital of our Company was increased from HK\$7,600,000 to HK\$10,000,000 divided into 760,000,000 Shares of HK\$0.01 each by the creation of an additional 240,000,000 Shares.

Immediately following completion of the Capitalization Issue and the [REDACTED] and without taking into account any Shares which may be issued upon the exercise of the [REDACTED], the issued share capital of our Company will be HK\$[REDACTED] divided into [REDACTED] Shares, all fully paid or credited as fully paid, and [REDACTED] Shares will remain unissued.

Save as disclosed above and as mentioned in “5. Written resolutions of our Shareholders passed on September 27, 2022” below, there has been no alteration in the share capital of our Company since its incorporation.

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### 3. Changes in the share capital of our subsidiaries

Our subsidiaries are set out in the Accountants’ Report, the text of which is set out in Appendix I to this document.

Save as disclosed in “History, Reorganization and Corporate Structure”, there has been no alteration in the share capital of our subsidiaries during the two years preceding the date of this document.

### 4. Particulars of our subsidiaries

Particulars of our subsidiaries are set forth in Note 1 of the Accountants’ Report, the text of which is set out in Appendix I to this document.

Below is additional information of Shenzhen LX and Shenzhen Lingrui, our major subsidiaries.

#### *Shenzhen LX*

Shenzhen LX was established as a limited liability company in the PRC on November 1, 2004. As at the time of its establishment, it was owned as to 70% by Mr. Hu, 20% by Mr. Hu Hua (胡華), an employee of our Group and 10% by Mr. Huang Fei (黃飛), an Independent Third Party. On May 25, 2015, LX Technology acquired the entire equity interests held by the then shareholders in Shenzhen LX. Upon completion of the aforesaid acquisition and as of the Latest Practicable Date, Shenzhen LX was wholly owned by LX Technology and had a registered capital of RMB2,000,000.

#### *Shenzhen Lingrui*

Shenzhen Lingrui was established as a limited liability company in the PRC on April 17, 2017 with a registered capital of RMB10,000,000. As at the time of its establishment, it was owned as to 51% by LX Technology and 49% by Mr. Wang Jingtao (王敬濤), an Independent Third Party. On March 12, 2019, LX Technology acquired the entire equity interest owned by Mr. Wang in Shenzhen Lingrui. Upon completion of such acquisition and as of the Latest Practicable Date, Shenzhen Lingrui was wholly owned by LX Technology and had a registered capital of RMB10,000,000.

### 5. Written resolutions of our Shareholders passed on September 27, 2022

Pursuant to the written resolutions passed by our Shareholders on September 27, 2022, among other matters:

- (a) our Company approved and conditionally adopted the Memorandum and the Articles which will become effective upon [REDACTED];

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

- (b) the authorized share capital of our Company was increased from HK\$7,600,000 divided into (i) 710,799,188 Shares; (ii) 15,091,329 Series A Preferred Shares; (iii) 14,593,840 Series B Preferred Shares; (iv) 2,084,011 Series C Preferred Shares; (v) 12,824,688 Series D-1 Preferred Shares; (vi) 3,606,944 Series D-2 Preferred Shares; and (vii) 1,000,000 Series D-3 Preferred Shares to HK\$10,000,000 divided into (i) 950,799,188 Shares; (ii) 15,091,329 Series A Preferred Shares; (iii) 14,593,840 Series B Preferred Shares; (iv) 2,084,011 Series C Preferred Shares; (v) 12,824,688 Series D-1 Preferred Shares; (vi) 3,606,944 Series D-2 Preferred Shares; and (vii) 1,000,000 Series D-3 Preferred Shares by the creation of an additional 240,000,000 Shares ranking *pari passu* in all aspects with the existing Shares with immediate effect;
- (c) conditional on (aa) the Stock Exchange granting the approval for the [REDACTED] of, and permission to deal in, the Shares in issue and Shares to be allotted and issued pursuant to the Capitalization Issue, the [REDACTED] and as mentioned in this document including the Shares which may be allotted and issued pursuant to the exercise of the [REDACTED]; (bb) the [REDACTED] having been duly determined; and (cc) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional and not being terminated in accordance with the terms of such agreement (or any conditions as specified in this document), in each case on or before the dates and times specified in the [REDACTED]:
- (i) the [REDACTED] was approved and our Directors were authorized to allot and issue the [REDACTED] pursuant to the [REDACTED];
- (ii) the [REDACTED] was approved and our Directors were authorized to allot and issue the Shares upon the exercise of the [REDACTED];
- (iii) each of the authorized and issued 15,091,329 Series A Preferred Shares, 14,593,840 Series B Preferred Shares, 2,084,011 Series C Preferred Shares, 12,824,688 Series D-1 Preferred Shares, 3,606,944 Series D-2 Preferred Shares and 1,000,000 Series D-3 Preferred Shares be redesignated and reclassified as Shares on a one-to-one basis, having the rights and restrictions as set out in the Memorandum and the Articles such that the authorized share capital of our Company be changed from HK\$10,000,000 divided into (i) 950,799,188 Shares; (ii) 15,091,329 Series A Preferred Shares; (iii) 14,593,840 Series B Preferred Shares; (iv) 2,084,011 Series C Preferred Shares; (v) 12,824,688 Series D-1 Preferred Shares; (vi) 3,606,944 Series D-2 Preferred Shares; and (vii) 1,000,000 Series D-3 Preferred Shares to HK\$10,000,000 divided into 1,000,000,000 Shares, with each Share ranking *pari passu* in all respects with the existing Shares;
- (iv) upon the redesignation and reclassification of the share capital of our Company referred in paragraph (iii) above and conditional on the share premium account of our Company being credited as a result of the [REDACTED], our Directors

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

were authorized to capitalize HK\$[REDACTED] standing to the credit of the share premium account of our Company by applying such sum in paying up in full at par [REDACTED] Shares for allotment and issue to holders of Shares whose names appear on the register of members of our Company on the date of passing this resolution in proportion (as near as possible without involving fractions so that no fraction of a share shall be allotted and issued) to their then existing respective shareholdings in our Company;

- (v) a general unconditional mandate was given to our Directors to issue, allot and deal with (including the power to make an offer or agreement, or grant securities which would or might require Shares to be allotted and issued), otherwise than pursuant to a rights issue or pursuant to any scrip dividend schemes or similar arrangements providing for the allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles or pursuant to a specific authority granted by the Shareholders in general meeting, unissued Shares not exceeding the aggregate of 20% of the number of issued Shares immediately following the completion of the Capitalization Issue and [REDACTED] (but taking no account of any Shares which may be allotted and issued pursuant to the exercise of the [REDACTED]), such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required by the Articles or any applicable laws to be held, or until revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever occurs first;
- (vi) a general unconditional mandate was given to our Directors authorizing them to exercise all powers of our Company to buy back on the Stock Exchange or on any other approved stock exchange on which the securities of our Company may be [REDACTED] and which is recognized by the SFC and the Stock Exchange for this purpose such number of Shares as will represent up to 10% of the number of issued Shares immediately following the completion of the Capitalization Issue and the [REDACTED] (but taking no account of any Shares which may be allotted and issued pursuant to the exercise of the [REDACTED]), such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required by the Articles or any applicable laws to be held, or until revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever occurs first; and
- (vii) the general unconditional mandate mentioned in paragraph (v) above was extended by the addition to the number of issued Shares which may be allotted and issued or agreed conditionally or unconditionally to be allotted and issued

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

by our Directors pursuant to such general mandate of an amount representing the total number of issued Shares bought back by our Company pursuant to the mandate to buyback Shares referred to in paragraph (vi) above.

### 6. REORGANIZATION

In preparation for the [REDACTED], the companies comprising our Group underwent the Reorganization and our Company became the holding company of our Group. For further details with regard to the Reorganization, see “History, Reorganization and Corporate Structure” in this document.

### 7. BUYBACK BY OUR COMPANY OF OUR OWN SECURITIES

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

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

The Listing Rules permit companies with a primary listing on the Stock Exchange to purchase their shares on the Stock Exchange subject to certain restrictions.

##### (i) *Shareholders’ approval*

The Listing Rules provide that all proposed buybacks of shares (which must be fully paid 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 its shareholders in general meeting, either by way of general mandate or by specific approval of a particular transaction.

*Note:* Pursuant to the written resolutions passed by our Shareholders on September 27, 2022, a general unconditional mandate (the “**Buyback Mandate**”) was granted to our Directors authorizing the buyback of shares by our Company on the Stock Exchange, or on any other stock exchange on which the securities of our Company may be [REDACTED] and which is recognized by the SFC and the Stock Exchange for this purpose, with the total number of Shares not exceeding 10% of the total number of Shares in issue and to be issued as mentioned herein, at any time until the conclusion of the next annual general meeting of our Company, the expiration of the period within which the next annual general meeting of our Company is required by an applicable law or the Articles to be held or the date on which such mandate is revoked or varied by an ordinary resolution of our Shareholders in general meeting, whichever occurs first.

##### (ii) *Source of funds*

Buybacks must be funded out of funds legally available for the purpose in accordance with the Memorandum and the Articles, the Listing Rules and the Cayman Islands Companies Act. A listed company may not buy back its own 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 from time to time.

---

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

---

### *(iii) Core connected persons*

The Listing Rules prohibit our Company from knowingly buying back the Shares on the Stock Exchange from a “core connected person”, which includes a director, chief executive or substantial shareholder of our Company or any of the subsidiaries or a close associate of any of them and a core connected person shall not knowingly sell his/her Shares to our Company.

### **(b) Reasons for buybacks**

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

### **(c) Funding of buyback**

In buying back Shares, our Company may only apply funds legally available for such purpose in accordance with the Memorandum and Articles, the Listing Rules and the applicable laws of the Cayman Islands.

It is presently proposed that any buyback of Shares will be made out of the profits of our Company, the share premium amount of our Company or the proceeds of a fresh issue of Shares made for the purpose of the buyback and, in the case of any premium payable on the purchase over the par value of the Shares to be bought back must be provided for, out of either or both of the profits of our Company or from sums standing to the credit of the share premium account of our Company. If authorized by the Articles and subject to the Cayman Islands Companies Act, any buyback of Shares may also be paid out of capital.

On the basis of the current financial position of our Group as disclosed in the section headed “Financial Information” and taking into account the current working capital position of our Company, our Directors consider that, if the Buyback Mandate were to be exercised in full, it might not have a material adverse effect on the working capital and/or the gearing position of our Group as compared to the position disclosed in this document. However, our Directors do not propose to exercise the Buyback Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital and/or the gearing position of our Group which in the opinion of our Directors are from time to time appropriate for our Group.

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### (d) Share capital

The exercise in full of the Buyback Mandate, on the basis of [REDACTED] Shares in issue immediately after the [REDACTED] (but not taking into account of our Shares which may be issued pursuant to the exercise of the [REDACTED]), would result in up to [REDACTED] Shares being bought back by our Company during the period until:

- (i) *the conclusion of the next annual general meeting of our Company;*
- (ii) *the expiration of the period within which the next annual general meeting of our Company is required by any applicable law or the Articles to be held; or*
- (iii) *the date on which the Buyback Mandate is revoked or varied by an ordinary resolution of our Shareholders in general meeting, whichever occurs first.*

### (e) General

None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules), has any present intention if the Buyback Mandate is exercised to sell any Share(s) to our Company or our subsidiaries.

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

If as a result of a buyback of Shares pursuant to the Buyback Mandate, 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 Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (the “**Takeovers Code**”). Accordingly, a Shareholder or a group of Shareholders acting in concert (within the meaning of the Takeovers Code), depending on the level of increase of the Shareholders’ interest, could obtain or consolidate control of our Company and may become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code as a result of any such increase. Save as disclosed above, our Directors are not aware of any consequence that would arise under the Takeovers Code as a result of a buyback pursuant to the Buyback Mandate. Our Directors have no present intention to exercise the power to buy back Shares to such extent.

Any buyback of Shares which results in the number of Shares held by the public being reduced to less than the prescribed percentage of our Shares then in issue could only be implemented with the approval of the Stock Exchange to waive the Listing Rules requirements regarding the public float under Rule 8.08 of the Listing Rules. However, our Directors have no present intention to exercise the Buyback Mandate to such an extent that, in the circumstances, there is insufficient public float as prescribed under the Listing Rules.

No core connected person of our Company has notified our Group that he/she/it has a present intention to sell Shares to our Company, or has undertaken not to do so, if the Buyback Mandate is exercised.



## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### B. FURTHER INFORMATION ABOUT OUR BUSINESS

#### 1. Summary of material contracts

The following contracts (not being contracts 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) the capital increase agreement (增資協議) dated January 16, 2021 entered into among Shenzhen Rental Service Co., Ltd. (深圳市凌雄租賃服務有限公司), Mr. Hu Zuoxiong (胡祚雄), Shenzhen Hongyang Investment Partnership (LLP) (深圳市泓陽投資合夥企業(有限合夥)), Shenzhen LX Investment Partnership (LLP) (深圳市凌雄投資合夥企業(有限合夥)), Jiangsu JD Bangneng Investment Management Co., Ltd. (江蘇京東邦能投資管理有限公司), Shenzhen Dachen Chuangtong Equity Investment Partnership (LLP) (深圳市達晨創通股權投資合夥企業(有限合夥)), Dongguan Dachen Chuangjing Equity Investment Partnership (LLP) (東莞市達晨創景股權投資合夥企業(有限合夥)), Ningbo Dachen Chuangyuan Equity Investment Partnership (LLP) (寧波市達晨創元股權投資合夥企業(有限合夥)), Small and Medium Enterprises Development Fund (Shenzhen Nanshan LLP) (中小企業發展基金(深圳南山有限合夥)), Shenzhen Futian District Zhongzhou Tiecheng Start-up Investment Enterprise (LLP) (深圳市福田區中洲鐵城創業投資企業(有限合夥)), Shenzhen Tencent Star-up and Innovation Development Co., Ltd. (深圳市騰訊創業創新發展有限公司), Shenzhen High-tech Investment Start-up Investment Co., Ltd. (深圳市高新投創業投資有限公司), Hangzhou Mingcheng Zhihui Phase I Equity Investment Partnership (LLP) (杭州明誠致慧一期股權投資合夥企業(有限合夥)) and Shanghai Hesheng Corporate Management Service Centre (LLP) (上海合聖企業管理服務中心(有限合夥)) in respect of the increase of registered capital of Shenzhen Rental Service Co., Ltd. (深圳市凌雄租賃服務有限公司) to RMB106,385,510;
- (b) the capital increase and equity transfer agreement (增資及轉讓協議) dated June 28, 2021 entered into among LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司) (formerly known as Shenzhen Rental Service Co., Ltd. (深圳市凌雄租賃服務有限公司)), Mr. Hu Zuoxiong (胡祚雄), Shenzhen Hongyang Investment Partnership (LLP) (深圳市泓陽投資合夥企業(有限合夥)), Shenzhen LX Investment Partnership (LLP) (深圳市凌雄投資合夥企業(有限合夥)), Jiangsu JD Bangneng Investment Management Co., Ltd. (江蘇京東邦能投資管理有限公司), Shenzhen Dachen Chuangtong Equity Investment Partnership (LLP) (深圳市達晨創通股權投資合夥企業(有限合夥)), Dongguan Dachen Chuangjing Equity Investment Partnership (LLP) (東莞市達晨創景股權投資合夥企業(有限合夥)), Ningbo Dachen Chuangyuan Equity Investment Partnership (LLP) (寧波市達晨創元股權投資合夥企業(有限合夥)), Small and Medium Enterprises Development Fund (Shenzhen Nanshan LLP) (中小企業發展基金(深圳南山有限合夥)), Shenzhen Futian District Zhongzhou Tiecheng Start-up Investment Enterprise (LLP) (深圳市福田區中洲鐵城創業投資企業(有限合夥)), Shenzhen Tencent Star-up and Innovation Development Co., Ltd. (深

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

圳市騰訊創業創新發展有限公司), Shenzhen High-Tech Investment Start-Up Investment Co., Ltd. (深圳市高新投創業投資有限公司), Hangzhou Mingcheng Zhihui Phase I Equity Investment Partnership (LLP) (杭州明誠致慧一期股權投資合夥企業(有限合夥)), Shanghai Hesheng Corporate Management Service Centre (LLP) (上海合聖企業管理服務中心(有限合夥)) and Lenovo (Beijing) Co., Ltd. (聯想(北京)有限公司) in respect of (i) the increase of registered capital of Shenzhen Rental Service Co., Ltd. (深圳市凌雄租賃服務有限公司) to RMB106,607,146; (ii) the transfer of 0.558756% equity interest in Shenzhen Rental Service Co., Ltd. (深圳市凌雄租賃服務有限公司) from Mr. Hu Zuoxiong (胡祚雄) to Lenovo (Beijing) Co., Ltd. (聯想(北京)有限公司) at a consideration of RMB8,190,096; and (iii) the transfer of 0.234994% equity interest in Shenzhen Rental Service Co., Ltd. (深圳市凌雄租賃服務有限公司) from Shenzhen LX Investment Partnership (LLP) (深圳市凌雄投資合夥企業(有限合夥)) to Lenovo (Beijing) Co., Ltd. (聯想(北京)有限公司) at a consideration of RMB3,444,487;

- (c) the reorganization framework agreement (重組框架協議) dated February 9, 2022 entered into among LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司), LX Technology Group Limited (凌雄科技集團有限公司), Shenzhen Lingrui Internet Information Technology Co., Ltd. (深圳凌瑞網絡信息技術有限公司), Shenzhen LX Technology Limited (深圳凌雄科技有限公司), LX Youfu Technology (Shenzhen) Co., Ltd. (凌雄優服技術(深圳)有限公司), LX Youqi Technology (Shenzhen) Co., Ltd. (凌雄優企科技(深圳)有限公司), Chengdu LX Rental Services Co., Ltd. (成都凌雄租賃服務有限公司), Mr. Hu Zuoxiong (胡祚雄), Mr. Hua Baocheng, Mr. Zhang Hua (張華) and Shanghai Yujun Enterprise Management Partnership (LLP) (上海譽竣企業管理合夥企業(有限合夥)) pursuant to which all parties agreed on the steps to be taken and other related transactions to implement the reorganization of LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司);
- (d) the capital reduction agreement (減資協議) dated February 9, 2022 entered into among LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司), Mr. Hu Zuoxiong (胡祚雄), Jiangsu JD Bangneng Investment Management Co., Ltd. (江蘇京東邦能投資管理有限公司), Shenzhen Hongyang Investment Partnership (LLP) (深圳市泓陽投資合夥企業(有限合夥)), Shenzhen Dachen Chuangtong Equity Investment Partnership (LLP) (深圳市達晨創通股權投資合夥企業(有限合夥)), Shenzhen LX Investment Partnership (LLP) (深圳市凌雄投資合夥企業(有限合夥)), Small and Medium Enterprises Development Fund (Shenzhen Nanshan LLP) (中小企業發展基金(深圳南山有限合夥)), Shenzhen Futian District Zhongzhou Tiecheng Start-up Investment Enterprise (LLP) (深圳市福田區中洲鐵城創業投資企業(有限合夥)), Dongguan Dachen Chuangjing Equity Investment Partnership (LLP) (東莞市達晨創景股權投資合夥企業(有限合夥)), Shenzhen Tencent Star-up and Innovation Development Co., Ltd. (深圳市騰訊創業創新發展有限公司), Hangzhou Mingcheng Zhihui Phase I Equity Investment Partnership (LLP) (杭州明誠致慧一期股權投資合夥企業(有限合夥)), Ningbo Dachen Chuangyuan Equity Investment Partnership (LLP) (寧波市達晨創元股權投資合夥企業(有限合夥)), Shenzhen High-Tech

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

Investment Start-Up Investment Co., Ltd. (深圳市高新投創業投資有限公司), Lenovo (Beijing) Co., Ltd. (聯想(北京)有限公司) and Shanghai Hesheng Corporate Management Service Centre (LLP) (上海合聖企業管理服務中心(有限合夥)) pursuant to which all parties agreed for LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司) to repurchase all parties', except for Mr. Hu Zuoxiong (胡祚雄), Shenzhen Hongyang Investment Partnership (LLP) (深圳市泓陽投資合夥企業(有限合夥)) and Shenzhen LX Investment Partnership (LLP) (深圳市凌雄投資合夥企業(有限合夥))'s, respective registered capital contribution in LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司) and the registered capital of LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司) was reduced to RMB54,155,565;

- (e) an equity transfer agreement (股權轉讓協議) dated February 16, 2022 entered into among Shenzhen Hongyang Investment Partnership (LLP) (深圳市泓陽投資合夥企業(有限合夥)), Vulcan Investment Company Limited and LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司), pursuant to which Shenzhen Hongyang Investment Partnership (LLP) (深圳市泓陽投資合夥企業(有限合夥)) agreed to transfer its 1% equity interest in LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司) to Vulcan Investment Company Limited at a consideration of RMB5,450,000;
- (f) a warrant agreement dated March 28, 2022 entered into between Shanghai Yujun Enterprise Management Partnership (LLP) (上海譽竣企業管理合夥企業(有限合夥)) and LX Technology Group Limited (凌雄科技集團有限公司), pursuant to which LX Technology Group Limited (凌雄科技集團有限公司) agreed to issue a warrant certificate to Shanghai Yujun Enterprise Management Partnership (LLP) (上海譽竣企業管理合夥企業(有限合夥)) to subscribe for 10,664,729 Series B Preferred Shares and 3,005,786 Series D-2 Preferred Shares at a consideration of the amount of US\$ equivalent of RMB95,000,000 for the Series B Preferred Shares and the amount of US\$ equivalent of RMB50,000,000 for the Series D-2 Preferred Shares;
- (g) a warrant agreement dated March 28, 2022 entered into between Shanghai Tong Yun Xin Xi Ji Shu Company Limited and LX Technology Group Limited (凌雄科技集團有限公司) pursuant to which LX Technology Group Limited (凌雄科技集團有限公司) agreed to issue a warrant certificate to Shanghai Tong Yun Xin Xi Ji Shu Company Limited to subscribe for (i) 6,668,262 of Series A Preferred Shares; (ii) 3,929,111 of Series B Preferred Shares and (iii) 1,603,086 of Series D-1 Preferred Shares at the consideration the amount of US\$ equivalent of RMB38,000,000 for the Series A Preferred Shares, the amount of US\$ equivalent of RMB35,000,000 for the Series B Preferred Shares and the amount of US\$ equivalent of RMB20,000,000 for the Series D-1 Preferred Shares;

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

- (h) a warrant agreement dated March 28, 2022 entered into between Shanghai Jing Zhe Xin Xi Ji Shu Company Limited and LX Technology Group Limited (凌雄科技集團有限公司) pursuant to which LX Technology Group Limited (凌雄科技集團有限公司) agreed to issue a warrant certificate to Shanghai Jing Zhe Xin Xi Ji Shu Company Limited to subscribe for 3,206,172 Series D-1 Preferred Shares at a consideration of the amount of US\$ equivalent of RMB40,000,000 for the Series D-1 Preferred Shares;
- (i) a warrant agreement dated March 28, 2022 entered into between Shanghai Yuanzhe Enterprise Management Partnership (LLP) (上海元輒企業管理合夥企業(有限合夥)) and LX Technology Group Limited (凌雄科技集團有限公司) pursuant to which LX Technology Group Limited (凌雄科技集團有限公司) agreed to issue a warrant certificate to Shanghai Yuanzhe Enterprise Management Partnership (LLP) (上海元輒企業管理合夥企業(有限合夥)) to subscribe for 1,754,805 Series A Preferred Shares at a consideration of the amount of US\$ equivalent of RMB10,000,000 for the Series A Preferred Shares;
- (j) an equity transfer agreement (股權轉讓協議) dated February 28, 2022 entered into among Mr. Hu Zuoxiong (胡祚雄), Shenzhen Hongyang Investment Partnership (LLP) (深圳市泓陽投資合夥企業(有限合夥)), Shenzhen LX Investment Partnership (LLP) (深圳市凌雄投資合夥企業(有限合夥)), Vulcan Investment Company Limited, LX Technology (Hong Kong) Group Limited and LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司) pursuant to which Mr. Hu Zuoxiong (胡祚雄), Shenzhen Hongyang Investment Partnership (LLP) (深圳市泓陽投資合夥企業(有限合夥)), Shenzhen LX Investment Partnership (LLP) (深圳市凌雄投資合夥企業(有限合夥)) and Vulcan Investment Company Limited agreed to transfer an aggregate 100% equity interest in LX Technology (Shenzhen) Co., Ltd. (凌雄技術(深圳)有限公司) to LX Technology (Hong Kong) Group Limited at a total consideration of RMB61,195,788; and
- (k) the [REDACTED].

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

**2. Intellectual property rights of our Group**

*(a) Trademarks*

As of the Latest Practicable Date, our Company was the registered proprietor of the following trademarks which, in the opinion of our Directors, are material to our business:

| No. | Trademark   | Registration number | Class | Place of registration | Registered proprietor | Date of registration | Date of expiry |
|-----|---|---------------------|-------|-----------------------|-----------------------|----------------------|----------------|
| 1.  | 小熊U租  | 46262227            | 35    | PRC                   | LX Technology         | March 7, 2021        | March 6, 2031  |
| 2.  | 小熊U租  | 41552842            | 35    | PRC                   | LX Technology         | June 28, 2021        | June 27, 2031  |
| 3.  | 小熊U站  | 32511598            | 37    | PRC                   | LX Technology         | April 28, 2020       | April 27, 2030 |
| 4.  | <b>LBPC</b>   | 32496989            | 9     | PRC                   | LX Technology         | April 14, 2019       | April 13, 2029 |
| 5.  | 小熊U站  | 32490715            | 9     | PRC                   | LX Technology         | April 21, 2019       | April 20, 2029 |
| 6.  | 小熊U享  | 31754109            | 40    | PRC                   | LX Technology         | April 7, 2019        | April 6, 2029  |
| 7.  | 小熊U服联盟  | 30701245            | 45    | PRC                   | LX Technology         | June 21, 2019        | June 20, 2029  |
| 8.  | 小熊U机  | 30700850            | 9     | PRC                   | LX Technology         | July 28, 2019        | July 27, 2029  |
| 9.  |  | 30697720            | 37    | PRC                   | LX Technology         | June 21, 2019        | June 20, 2029  |
| 10. | 小熊U回收   | 30693328            | 40    | PRC                   | LX Technology         | April 14, 2019       | April 13, 2029 |
| 11. | 小熊U服联盟  | 30690830            | 9     | PRC                   | LX Technology         | July 28, 2019        | July 27, 2029  |
| 12. | 小熊U服  | 30679138            | 9     | PRC                   | LX Technology         | July 28, 2019        | July 27, 2029  |
| 13. |  | 30676959            | 41    | PRC                   | LX Technology         | June 21, 2019        | June 20, 2029  |
| 14. | 小熊U租  | 30407241            | 35    | PRC                   | LX Technology         | April 21, 2020       | April 20, 2030 |

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

| No. | Trademark  | Registration number | Class                                | Place of registration | Registered proprietor | Date of registration | Date of expiry    |
|-----|--|---------------------|--------------------------------------|-----------------------|-----------------------|----------------------|-------------------|
| 15. | 小熊 U 租   | 30401709            | 37                                   | PRC                   | LX Technology         | February 28, 2020    | February 27, 2030 |
| 16. | 小熊 U 租   | 30396832            | 9                                    | PRC                   | LX Technology         | March 28, 2020       | March 27, 2030    |
| 17. | 小熊 U 租   | 30382861            | 40                                   | PRC                   | LX Technology         | February 21, 2019    | February 20, 2029 |
| 18. | 凌雄   | 27783943            | 40                                   | PRC                   | LX Technology         | November 28, 2018    | November 27, 2028 |
| 19. | 凌雄   | 27778746            | 37                                   | PRC                   | LX Technology         | November 21, 2018    | November 20, 2028 |
| 20. | 凌雄   | 27769154            | 38                                   | PRC                   | LX Technology         | November 21, 2018    | November 20, 2028 |
| 21. | 小租熊  | 20410458            | 42                                   | PRC                   | LX Technology         | August 14, 2017      | August 13, 2027   |
| 22. |  凌雄租赁<br>LINGXIONG RENT         | 14497177            | 35                                   | PRC                   | LX Technology         | June 14, 2015        | June 13, 2025     |
| 23. |                               | 27222592            | 35                                   | PRC                   | Shenzhen Lingrui      | October 28, 2018     | October 27, 2028  |
| 24. |  凌雄科技<br>LINGXIONG TECHNOLOGY | 305781042           | 9, 35, 36, 37, 38, 40, 41, 42 and 45 | Hong Kong             | LX Technology         | October 25, 2021     | October 24, 2031  |
| 25. |  小熊U租<br>XIAOXIONG URENT      | 305781060           | 9, 35, 36, 37, 38, 40, 41, 42 and 45 | Hong Kong             | LX Technology         | October 25, 2021     | October 24, 2031  |
| 26. |  小熊科技<br>XIAOXIONG TECHNOLOGY | 305781051           | 9, 35, 36, 37, 38, 40, 41, 42 and 45 | Hong Kong             | LX Technology         | October 25, 2021     | October 24, 2031  |

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

**(b) Copyright**

As of the Latest Practicable Date, our Group was the registered proprietor of the following copyright in the PRC which, in the opinion of our Directors, is or may be material to our business:

| No. | Copyright  | Registration number                | Type of work      | Place of registration | Registered proprietor | Date of Registration |
|-----|--|------------------------------------|-------------------|-----------------------|-----------------------|----------------------|
| 1.  | Lingxiong Intelligent Task Scheduling Management System (凌雄智能化任務調度管理系統V1.0)    | Ruan Zhu<br>Deng Zi<br>No. 8358407 | Computer Software | PRC                   | LX Technology         | November 4, 2021     |
| 2.  | Lingxiong Intelligent Asset Tracking Management System (凌雄智能化資產跟蹤管理系統V1.0)     | Ruan Zhu<br>Deng Zi<br>No. 8302067 | Computer Software | PRC                   | LX Technology         | October 28, 2021     |
| 3.  | Bear Service Efficient Work Order Processing System V2.0 (小熊服務高效工單處理系統V2.0)    | Ruan Zhu<br>Deng Zi<br>No. 7907443 | Computer Software | PRC                   | LX Technology         | August 11, 2021      |
| 4.  | Lingxiong Material Process Efficient Management System V1.0 (凌雄物料工序高效管理系統V1.0) | Ruan Zhu<br>Deng Zi<br>No. 7846050 | Computer Software | PRC                   | LX Technology         | July 29, 2021        |
| 5.  | Bear Mall Price Control System V1.0 (小熊商城價格管控系統V1.0)                           | Ruan Zhu<br>Deng Zi<br>No. 7744800 | Computer Software | PRC                   | LX Technology         | July 12, 2021        |
| 6.  | Bear Cloud Inventory Management System V1.0 (小熊雲盤點管理系統V1.0)                    | Ruan Zhu<br>Deng Zi<br>No. 7574651 | Computer Software | PRC                   | LX Technology         | June 8, 2021         |
| 7.  | Bear Service Efficient Work Order Processing System V1.0 (小熊服務高效工單處理系統V1.0)    | Ruan Zhu<br>Deng Zi<br>No. 7570610 | Computer Software | PRC                   | LX Technology         | June 7, 2021         |
| 8.  | Bear Intelligent Data Analysis Asset System V1.0 (小熊智能數據分析資產系統V1.0)            | Ruan Zhu<br>Deng Zi<br>No. 6535834 | Computer Software | PRC                   | LX Technology         | December 4, 2020     |

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

| No. | Copyright   | Registration number                | Type of work      | Place of registration | Registered proprietor | Date of Registration |
|-----|---|------------------------------------|-------------------|-----------------------|-----------------------|----------------------|
| 9.  | Bear Information Big Data Open Platform (小熊信息大數據開放平台V1.0)   | Ruan Zhu<br>Deng Zi<br>No. 6456534 | Computer Software | PRC                   | LX Technology         | November 26, 2020    |
| 10. | Bear Cloud Computing Service Management System (小熊雲計算服務管理系統V1.0)  | Ruan Zhu<br>Deng Zi<br>No. 6456533 | Computer Software | PRC                   | LX Technology         | November 26, 2020    |
| 11. | Bear Intelligent Supply Chain Management System V1.0 (小熊智能供應鏈管理系統V1.0)  | Ruan Zhu<br>Deng Zi<br>No. 5903937 | Computer Software | PRC                   | LX Technology         | September 2, 2020    |
| 12. | Bear Information Exchange Platform V1.0 (小熊信息互通平台V1.0)  | Ruan Zhu<br>Deng Zi<br>No. 5900605 | Computer Software | PRC                   | LX Technology         | September 1, 2020    |
| 13. | Lingxiong Intelligent Unified Authentication Intelligent Management System V1.0 (凌雄智能統一鑒權智能管理系統V1.0)                    | Ruan Zhu<br>Deng Zi<br>No. 5900613 | Computer Software | PRC                   | LX Technology         | September 1, 2020    |
| 14. | Bear U-Manager Asset Management System (iOS) [In short: Bear U-Manager] V1.0.0 (小熊U管家資產管理系統(iOS)[簡稱:小熊U管家]V1.0.0)       | Ruan Zhu<br>Deng Zi<br>No. 5368196 | Computer Software | PRC                   | LX Technology         | May 21, 2020         |
| 15. | Bear U-Manager Asset Management System (Android) [In short: Bear U-Manager] V1.0.0 小熊U管家資產管理系統(Android)[簡稱:小熊U管家]V1.0.0 | Ruan Zhu<br>Deng Zi<br>No. 5219548 | Computer Software | PRC                   | LX Technology         | April 16, 2020       |
| 16. | Bear Big Data Intelligent Credit Granting Platform (小熊大數據智能授信平台V1.0)  | Ruan Zhu<br>Deng Zi<br>No. 4595770 | Computer Software | PRC                   | LX Technology         | November 20, 2019    |



**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

| No. | Copyright   | Registration number                | Type of work      | Place of registration | Registered proprietor | Date of Registration |
|-----|---|------------------------------------|-------------------|-----------------------|-----------------------|----------------------|
| 17. | Lingxiong Asset Intelligent Allocation Management System V1.0 (凌雄資產智能調撥管理系統V1.0)      | Ruan Zhu<br>Deng Zi<br>No. 4600744 | Computer Software | PRC                   | LX Technology         | November 20, 2019    |
| 18. | Lingxiong Intelligent Operation Analysis System V1.0 (凌雄智能化運營分析系統V1.0)                | Ruan Zhu<br>Deng Zi<br>No. 4598767 | Computer Software | PRC                   | LX Technology         | November 20, 2019    |
| 19. | Lingxiong Integrated Warehouse Intelligent Management System V1.0 (凌雄一體化倉儲智能管理系統V1.0) | Ruan Zhu<br>Deng Zi<br>No. 4598552 | Computer Software | PRC                   | LX Technology         | November 20, 2019    |
| 20. | Lingxiong Data Visualization BI System V1.0 (凌雄數據可視化BI系統V1.0)                         | Ruan Zhu<br>Deng Zi<br>No. 4598697 | Computer Software | PRC                   | LX Technology         | November 20, 2019    |
| 21. | Bear Business Treasure Box Management System (Android) (小熊業務百寶箱管理系統(安卓)V1.0)          | Ruan Zhu<br>Deng Zi<br>No. 4423250 | Computer Software | PRC                   | LX Technology         | September 27, 2019   |
| 22. | Lingxiong Quotation Management System V1.0 (凌雄報價管理系統V1.0)                             | Ruan Zhu<br>Deng Zi<br>No. 4400614 | Computer Software | PRC                   | LX Technology         | September 23, 2019   |
| 23. | Lingxiong Commodity Management System V1.0 (凌雄商品管理系統V1.0)                             | Ruan Zhu<br>Deng Zi<br>No. 4400415 | Computer Software | PRC                   | LX Technology         | September 23, 2019   |
| 24. | Lingxiong Bill Management System V1.0 (凌雄賬單管理系統V1.0)                                  | Ruan Zhu<br>Deng Zi<br>No. 4345628 | Computer Software | PRC                   | LX Technology         | September 5, 2019    |
| 25. | Lingxiong Workflow Management System V1.0 (凌雄工作流管理系統V1.0)                             | Ruan Zhu<br>Deng Zi<br>No. 4345913 | Computer Software | PRC                   | LX Technology         | September 5, 2019    |

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

| No. | Copyright   | Registration number                | Type of work      | Place of registration | Registered proprietor | Date of Registration |
|-----|---|------------------------------------|-------------------|-----------------------|-----------------------|----------------------|
| 26. | Bear Business Treasure Box Management System V1.0 (小熊業務百寶箱管理系統V1.0)   | Ruan Zhu<br>Deng Zi<br>No. 4377210 | Computer Software | PRC                   | LX Technology         | September 16, 2019   |
| 27. | Lingxiong Risk Control Management System (凌雄風控管理系統V1.0)               | Ruan Zhu<br>Deng Zi<br>No. 4377584 | Computer Software | PRC                   | LX Technology         | September 16, 2019   |
| 28. | Lingxiong Payment Gateway System V1.0 (凌雄支付網關系統V1.0)                  | Ruan Zhu<br>Deng Zi<br>No. 3763707 | Computer Software | PRC                   | LX Technology         | April 17, 2019       |
| 29. | Bear U-Rental Mall User Management System V1.0 (小熊U租商城用戶管理系統V1.0)     | Ruan Zhu<br>Deng Zi<br>No. 3576954 | Computer Software | PRC                   | LX Technology         | February 19, 2019    |
| 30. | Bear U-Rental Mall Contract Management System V1.0 (小熊U租商城合同管理系統V1.0) | Ruan Zhu<br>Deng Zi<br>No. 3576974 | Computer Software | PRC                   | LX Technology         | February 19, 2019    |
| 31. | Bear U-Rental Mall Commodity Management System (小熊U租商城商品管理系統V1.0)     | Ruan Zhu<br>Deng Zi<br>No. 3429394 | Computer Software | PRC                   | LX Technology         | January 3, 2019      |
| 32. | Lingxiong Asset Management System V1.0 (凌雄資產管理系統V1.0)                 | Ruan Zhu<br>Deng Zi<br>No. 3203258 | Computer Software | PRC                   | LX Technology         | November 1, 2018     |
| 33. | Lingxiong Rights Management System V1.0 (凌雄權限管理系統V1.0)                | Ruan Zhu<br>Deng Zi<br>No. 2609853 | Computer Software | PRC                   | LX Technology         | April 25, 2018       |
| 34. | Lingxiong Customer Management System V1.0 (凌雄客戶管理系統V1.0)              | Ruan Zhu<br>Deng Zi<br>No. 2609298 | Computer Software | PRC                   | LX Technology         | April 25, 2018       |

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

| No. | Copyright   | Registration number                | Type of work      | Place of registration | Registered proprietor | Date of Registration |
|-----|---|------------------------------------|-------------------|-----------------------|-----------------------|----------------------|
| 35. | Lingxiong Supplier Management System V1.0 (凌雄供應商管理系統V1.0)   | Ruan Zhu<br>Deng Zi<br>No. 2609289 | Computer Software | PRC                   | LX Technology         | April 25, 2018       |
| 36. | Lingxiong Order Management System V1.0 (凌雄訂單管理系統V1.0)   | Ruan Zhu<br>Deng Zi<br>No. 2487257 | Computer Software | PRC                   | LX Technology         | March 9, 2018        |
| 37. | Lingxiong Warehouse Management System V1.0 (凌雄倉庫管理系統V1.0)   | Ruan Zhu<br>Deng Zi<br>No. 2486415 | Computer Software | PRC                   | LX Technology         | March 9, 2018        |
| 38. | Lingxiong Procurement Management System V1.0 (凌雄採購管理系統V1.0)   | Ruan Zhu<br>Deng Zi<br>No. 2485558 | Computer Software | PRC                   | LX Technology         | March 9, 2018        |
| 39. | Lingxiong Leasing Platform Backstage Report Statistics Management System Software V1.0 (凌雄租賃平台後台報表統計管理系統軟件V1.0)     | Ruan Zhu<br>Deng Zi<br>No. 1747909 | Computer Software | PRC                   | LX Technology         | May 5, 2017          |
| 40. | Lingxiong Leasing Platform Product Attribute Configuration Management System Software V1.0 (凌雄租賃平台產品屬性配製管理系統軟件V1.0) | Ruan Zhu<br>Deng Zi<br>No. 1563754 | Computer Software | PRC                   | LX Technology         | December 21, 2016    |
| 41. | Lingxiong Leasing Platform Advertisement Management System Software V1.0 (凌雄租賃平台廣告管理系統軟件V1.0)                       | Ruan Zhu<br>Deng Zi<br>No. 1408853 | Computer Software | PRC                   | LX Technology         | August 23, 2016      |

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

| No. | Copyright   | Registration number                     | Type of work      | Place of registration | Registered proprietor | Date of Registration |
|-----|---|---|-------------------|-----------------------|-----------------------|----------------------|
| 42. | Lingxiong Leasing Platform Information Management System Software V1.0 (凌雄租賃平台資訊管理系統軟件V1.0) | Ruan Zhu<br>Deng Zi<br>No. 1408850      | Computer Software | PRC                   | LX Technology         | August 23, 2016      |
| 43. | Lingxiong Leasing Platform Member Management System Software V1.0 (凌雄租賃平台會員管理系統軟件V1.0)      | Ruan Zhu<br>Deng Zi<br>No. 1380097      | Computer Software | PRC                   | LX Technology         | August 2, 2016       |
| 44. | Lingxiong Leasing Platform Member Management System Software V1.0 (凌雄租賃平台產品促銷管理系統軟件V1.0)    | Ruan Zhu<br>Deng Zi<br>No. 1377166      | Computer Software | PRC                   | LX Technology         | July 29, 2016        |
| 45. | Lingxiong Leasing Platform Order Management System Software V1.0 (凌雄租賃平台訂單管理系統軟件V1.0)       | Ruan Zhu<br>Deng Zi<br>No. 1276084      | Computer Software | PRC                   | LX Technology         | May 6, 2016          |
| 46. | Lingxiong Leasing Platform Product Release Software V1.0 (凌雄租賃平台產品發佈軟件V1.0)                 | Ruan Zhu<br>Deng Zi<br>No. 1276194      | Computer Software | PRC                   | LX Technology         | May 6, 2016          |
| 47. | UU Bear (UU熊)   | Guo Zuo Deng<br>Zi -2019-F-<br>00881335 | Artwork           | PRC                   | LX Technology         | September 10, 2019   |
| 48. | Upgraded UU Bear (升級版UU熊)   | Guo Zuo Deng<br>Zi -2019-F-<br>00881336 | Artwork           | PRC                   | LX Technology         | September 10, 2019   |
| 49. | Bear Customer Data Operation Management System V1.0 (小熊客戶端數據操作管理系統V1.0)                     | Ruan Zhu<br>Deng Zi<br>No. 9703099      | Computer Software | PRC                   | LX Technology         | June 14, 2022        |
| 50. | Bear Operation Communication Management System V1.0 (小熊運營通信管理系統V1.0)                        | Ruan Zhu<br>Deng Zi<br>No. 9702961      | Computer Software | PRC                   | LX Technology         | June 14, 2022        |

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

*(c) Domain names*

As of the Latest Practicable Date, our Group was the registered proprietor of the following domain names, which in the opinion of our Directors, are material to our business:

| No. | Domain name       | Name of registered proprietor | Date of registration | Date of expiry     |
|-----|-------------------|-------------------------------|----------------------|--------------------|
| 1.  | bearrental.cn     | LX Technology                 | May 7, 2018          | May 7, 2024        |
| 2.  | bearrental.com.cn | LX Technology                 | May 7, 2018          | May 7, 2024        |
| 3.  | bearrental.net    | LX Technology                 | May 7, 2018          | May 7, 2024        |
| 4.  | lxrental.cn       | LX Technology                 | October 17, 2017     | October 17, 2024   |
| 5.  | lxrental.com.cn   | LX Technology                 | October 17, 2017     | October 17, 2024   |
| 6.  | lxrental.com      | LX Technology                 | October 17, 2017     | October 17, 2024   |
| 7.  | lxrental.net      | LX Technology                 | October 17, 2017     | October 17, 2024   |
| 8.  | 52rental.cn       | LX Technology                 | September 30, 2017   | September 30, 2023 |
| 9.  | 52rental.com.cn   | LX Technology                 | September 30, 2017   | September 30, 2023 |
| 10. | 52rental.com      | LX Technology                 | September 30, 2017   | September 30, 2023 |
| 11. | 52rental.net      | LX Technology                 | September 30, 2017   | September 30, 2023 |
| 12. | 4006785432.cn     | LX Technology                 | September 30, 2017   | September 30, 2023 |
| 13. | 4006785432.com.cn | LX Technology                 | September 30, 2017   | September 30, 2023 |
| 14. | 4006785432.com    | LX Technology                 | September 30, 2017   | September 30, 2023 |
| 15. | 4006785432.net    | LX Technology                 | September 30, 2017   | September 30, 2024 |
| 16. | itrent.cn         | LX Technology                 | August 17, 2016      | August 17, 2024    |
| 17. | lxzl.com.cn       | LX Technology                 | March 5, 2011        | March 5, 2025      |

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

| No. | Domain name    | Name of registered proprietor | Date of registration | Date of expiry    |
|-----|----------------|-------------------------------|----------------------|-------------------|
| 18. | bearrental.com | LX Technology                 | November 11, 2010    | November 11, 2024 |
| 19. | lx02.com       | LX Technology                 | May 20, 2008         | May 20, 2026      |
| 20. | lr-amm.com     | Shenzhen Lingrui              | October 14, 2017     | October 14, 2024  |
| 21. | lxzl.cn        | Shenzhen LX                   | February 4, 2012     | February 4, 2025  |

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

**1. Directors**

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

Immediately following completion of the Capitalization Issue and the [REDACTED] and assuming that the [REDACTED] is not exercised, the interests or short positions of our Directors or chief executives of our Company in the shares, underlying shares and debentures of our Company or our associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers to be notified to our Company and the Stock Exchange, once our Shares are [REDACTED] will be as follows:

*(i) Interest in our Company*

| Name of Director | Nature of Interest   | Number of Shares interested <sup>(1)</sup> | Approximate percentage of interest |
|------------------|--|--|------------------------------------|
| Mr. Hu           | Interest in controlled corporations; beneficial owner <sup>(2)(3)(4)(5)(6)</sup> | [REDACTED] Shares (L)                      | [REDACTED]%                        |
| Mr. Chen Xiuwei  | Beneficial owner <sup>(6)</sup>  | [REDACTED] Shares (L)                      | [REDACTED]%                        |

*Notes:*

- (1) The letter “L” denotes the person’s long position in our Shares.
- (2) Bear Family is wholly owned by Mr. Hu. By virtue of the SFO, Mr. Hu is deemed to be interested in the Shares held by Bear Family.

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

- (3) The entire issued share capital of Beauty Bear is held by Teeroy Limited, who was entrusted by our Company to hold such shares for the Beauty Bear Employee Incentive Plan. Pursuant to the deed of trust signed by our Company and Teeroy Limited, Teeroy Limited will exercise the voting rights in our Company through Beauty Bear in accordance with the instructions of Mr. Hu. By virtue of the SFO, Mr. Hu is deemed to be interested in the Shares held by Beauty Bear.
- (4) Mr. Hu controls the entire voting rights of Little Bear. As such, by virtue of the SFO, Mr. Hu is deemed to be interested in the Shares held by Little Bear.
- (5) The entire issued share capital of LX Brothers is held by Tricor Trust (Hong Kong) Limited (“**Tricor Trust**”), who was entrusted by our Company to hold such shares for the purpose of the LX Brothers Employee Incentive Plan. Pursuant to the deed of trust signed by our Company and Tricor Trust, Tricor Trust will exercise the voting rights in our Company through LX Brothers in accordance with the instructions of Mr. Hu. By virtue of the SFO, Mr. Hu is deemed to be interested in the Shares held by LX Brothers.
- (6) Each of Mr. Hu and Mr. Chen Xiuwei has been granted options with respect to [REDACTED] and [REDACTED] outstanding Shares under the LX Brothers Employee Incentive Plan. These Shares are currently held by Tricor Trust (see note (5) above). For details, please refer to the section headed “D. Employee Incentive Plans – 1. LX Brothers Employee Incentive Plan” in this section.

*(ii) Interest in associated corporation of our Company*

| Name of Director | Name of associated corporation | Nature of Interest | Number of shares interested in the associated corporation <sup>1</sup> | Approximate percentage of interest |
|------------------|--------------------------------|--------------------|--|------------------------------------|
| Mr. Hu           | Bear Family                    | Beneficial owner   | 1 shares (L)   | 100%                               |
|                  | Little Bear                    | Beneficial owner   | 878 voting shares (L)  | 8.78%                              |

<sup>1</sup> The letter “L” denotes the person’s long position in the shares of the associated corporation.

*(b) Particulars of service agreements and letters of appointment*

Each of our executive Directors [has entered] into a service agreement with our Company for a term of three years commencing from the date of appointment or re-designation as an executive Director, which may be terminated by not less than three months’ notice in writing served by either party on the other.

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

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

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### *(c) Directors’ remuneration*

The aggregate remuneration (including salaries, allowances and benefits in kind, pension scheme contributions and social welfare) paid to our Directors for the years ended December 31, 2019, 2020 and 2021 and the six months ended June 30, 2022 was RMB1.3 million, RMB2.1 million, RMB2.3 million and RMB6.0 million, respectively. For details, please refer to Note 11 of the Accountants’ Report set out in Appendix I to this document.

Each of our independent non-executive Directors has been appointed for a term three years. We intend to pay a director’s fee of RMB120,000 per annum to Ms. Xu Nailing (徐乃玲) and Ms. Zhao Jinlin (趙晉琳), and HKD120,000 per annum to Mr. Kam Chi Sing (甘志成). Save for directors’ fees, none of our independent non-executive Directors is expected to receive any other remuneration for holding their office as independent non-executive Directors.

Under the arrangement currently in force, the aggregate remuneration (including fees, salaries, bonus, share-based payments, contributions to retirement benefits scheme, allowances and other benefits in kind) of our Directors for the year ending December 31, 2022 is estimated to be no more than approximately RMB16.1 million.

## **2. Substantial shareholders**

### *(a) Interest of substantial Shareholders in our Company*

Save as disclosed in the section headed “Substantial Shareholders”, so far as our Directors are aware, immediately following the completion of the Capitalization Issue and the [REDACTED] assuming that the [REDACTED] is not exercised, no person (other than our Directors and chief executives of our Company) will have or be deemed or taken to have an interest and/or short position in our Shares or the underlying Shares which would fall to be disclosed under the provisions of Division 2 and 3 of Part XV of the SFO), or who will be, directly or indirectly, interested in 10% or more of the issued voting shares of our Company.

## **3. Agency fees or commissions received**

Save as disclosed in the section headed “[REDACTED]”, no commissions, discounts, brokerages or other special terms were granted in connection with the issue or sale of any capital of any member of our Group within the two years immediately preceding the date of this document.



## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### 4. Disclaimers

- (a) save as disclosed in this section, none of our Directors or chief executive of our Company has any interest or short position in our shares, underlying shares or debentures of our Company or any of its associated corporation (within the meaning 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 or which will be required, pursuant to section 352 of the SFO, to be entered 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 Issuers once our Shares are [REDACTED];
- (b) none of our Directors or experts referred to under “– E. Other information – 7. Qualifications and consents of experts” below has any direct or indirect interest in the promotion of our Company, or in any assets which have within the two years immediately preceding the date of this document been 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;
- (c) none of our Directors is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group taken as a whole;
- (d) save as disclosed in this section, none of our Directors 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));
- (e) taking no account of Shares which may be taken up under the [REDACTED], none of our Directors knows of any person (not being a Director or chief executive of our Company) who will, immediately following completion of the [REDACTED], have an interest or short position in our Shares or underlying Shares of our Company which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of SFO or be interested, directly or indirectly, in 10% or more of the issued voting shares of any member of our Group; and
- (f) so far as is known to our Directors, as of the Latest Practicable Date, save as disclosed in “Business – Our Suppliers” and “Business – Our Customers” of this document, none of our Directors, their respective close associates (as defined under the Listing Rules) or Shareholders of our Company who are interested in more than 5% of the total number of issued Shares has any interests in the five largest customers or the five largest suppliers of our Group.

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### D. EMPLOYEE INCENTIVE PLANS

#### 1. LX Brothers Employee Incentive Plan

The following is a summary of the principal terms of our LX Brothers Employee Incentive Plan adopted by our Company pursuant to the written resolutions of our Board passed on March 23, 2022.

*(a) Purpose*

The LX Brothers Employee Incentive Plan is a share incentive scheme and is established to recognise the contribution of the employees of our Group towards its growth and success. The LX Brothers Employee Incentive Plan is not subject to Chapter 17 of the Listing Rules. The Company shall comply with Chapter 14A and other applicable rules of the Listing Rules in respect of the LX Brothers Employee Incentive Plan upon [REDACTED]. The LX Brothers Employee Incentive Plan will provide the eligible participants with an opportunity to have a personal stake in us with a view to achieving the following objectives:

- (i) encourage the eligible participants to contribute to our Group for the long-term benefits of our Company; and
- (ii) provide our Group with a flexible means of retaining, incentivizing, rewarding, remunerating, compensating and/or providing benefits to the eligible participants.

*(b) Who may join*

Those eligible to participate in the LX Brothers Employee Incentive Plan include any director, employee or senior management employee, including without limitation the chief executive officer, chief financial officer, chief operation officer or other officer or persons whom a committee of the Board considers, in its absolute discretion, have contributed or will contribute to our Group.

*(c) Grant of the pre-[REDACTED] share options*

In recognition of the contributions made by the employees of our Group towards its growth and success, on April 1, 2022, a total of 102 eligible participants were offered options to subscribe for an aggregate of [REDACTED] Shares (as adjusted after the Capitalization Issue), representing approximately [REDACTED]% of the issued Shares immediately following the [REDACTED] (assuming the [REDACTED] is not exercised). A list of the options granted under the LX Brothers Employee Incentive Plan to each of the Directors, the senior management or the connected persons of the Company is set forth below as required under Rule 17.02(1)(b) of, and paragraph 27 of Appendix

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

1A to, the Listing Rules, and paragraph 10 of Part I of the Third Schedule to the Companies (Winding Up and Miscellaneous Provisions) Ordinance:

| Grantee                               | Position held with our Group  | Address   | Number of Shares to be issued upon full exercise of the options granted under the LX Brothers Employee Incentive Plan as adjusted after the Capitalization Issue | Exercise Price | Consideration paid as at the Latest Practicable Date | Vesting Period | Exercise Period               | Approximate percentage of the issued share capital of our Company after completion of the [REDACTED] |
|---------------------------------------|---|---|--|----------------|--|----------------|-------------------------------|--|
| <i>Director</i>                       |   |   |  |                |  |                |                               |  |
| Mr. Hu                                | Chairman of our Board, chief executive officer and executive Director | Flat 16E1, Building C3, Qiao Xiang Road 2023, Futian District, Shenzhen, Guangdong Province, China                          | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Mr. Chen Xiuwei (陳修偉)                 | Executive Director, chief technology officer and vice president       | Flat 6C, Hong Yi Building, Tianyuelongting Xinan Road, Baoan District, Shenzhen, Guangdong Province, China                  | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| <i>Senior management of our Group</i> |   |   |  |                |  |                |                               |  |
| Jiang Zeli (蔣澤立)                      | Chief financial officer and vice president                            | Flat 15E, Building C, Jiabin Garden, Baoan South Road 1050, Luohu District, Shenzhen, Guangdong Province, China             | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Liu Yan (劉炎)                          | Joint company secretary and general manager of the funding center     | Flat 15C01, Shanhaijin, She Kou, Nanshan district, Shenzhen, Guangdong Province, China                                      | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| <i>Connected person of our Group</i>  |   |   |  |                |  |                |                               |  |
| Jiang Yuanzhu (蔣元珠)                   | Sales director and former director of LX Technology                   | Flat 1403, Block 4, Guomao Tianyue Garden, 67 Xidi Road, Baohe District, Hefei City, Anhui Province, China                  | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| <i>Key Employees</i>                  |   |   |  |                |  |                |                               |  |
| Chen Hongli (陳紅麗)                     | General manager (Wuhan)   | Room 2903, 29th Floor, Building 5, 147 Luoshi Road, Hongshan District, Wuhan, Hubei Province, China                         | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Liu Chaohong (劉朝虹)                    | Risk management director  | No. 20, Shangsha New Village, Futian District, Shenzhen, Guangdong Province, China  | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| He Bo (何波)                            | General manager (Nanjing)   | Room 102, Building 24, Kangsheng Garden, 1 Yulan Road, Yuhuatai District, Nanjing, Jiangsu Province, China                  | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Peng Meisheng (彭美勝)                   | General manager (Chengdu)   | No. 1, 14th Floor, Unit 1, Building 3, 48 Jindu Section, Airport Road, Shuangliu District, Chengdu, Sichuan Province, China | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Wu Xuanyao (吳炫耀)                      | Sales centre director (Recycling)                                     | Room 904, Unit 2, Building B, Xiangmingyuan, 21 Jingtian West Road, Futian District, Shenzhen, Guangdong Province, China    | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

| Grantee           | Position held with our Group             | Address  | Number of Shares to be issued upon full exercise of the options granted under the LX Brothers Employee Incentive Plan as adjusted after the Capitalization Issue | Exercise Price | Consideration paid as at the Latest Practicable Date | Vesting Period | Exercise Period               | Approximate percentage of the issued share capital of our Company after completion of the [REDACTED] |
|-------------------|--|--|--|----------------|--|----------------|-------------------------------|--|
| Hu Hua (胡華)       | Production and storage centre director   | Group 1, Shuangyan Village, Zhanghe Town, Dongbao District, Jingmen, Hubei Province, China   | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Hou Dongmei (侯冬梅) | Vice president of human resources centre | 4C, Block 1, Building 9, Jindi Tennis Garden, 2 Antuoshan 9th Road, Futian District, Shenzhen, Guangdong Province                                | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Li Andong (李安東)   | Sales management centre director         | 14H, Building B, Liyuan Building, 24 Guimiao Road, Nanshan District, Shenzhen, Guangdong Province, China   | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Ren Aimin (任愛民)   | General manager (Guangzhou)              | Room 110, 38 Meilin Road, Futian District, Shenzhen, Guangdong Province, China   | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Zhang Hu (張虎)     | Sourcing centre director                 | Room 208A, 2nd Floor, Building A1, Shenzhen North Station West Plaza, Zhiyuan Middle Road, Longhua District, Shenzhen, Guangdong Province, China | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Li Hongwen (李洪文)  | Marketing director                       | 1st Floor, Block B, Longjing Garden, Longjing Road, Nanshan District, Shenzhen, Guangdong Province, China  | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Cheng Fang (程芳)   | Business support centre director         | Wangjia Village, Du Town, Gu Xian, Poyang Xian, Shangrao City, Jiangxi Province, China   | [REDACTED]   | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Total             |  |  | [REDACTED]   |                | Nil  |                |                               | [REDACTED]   |

**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

The table below shows the details of the outstanding options granted to the remaining 85 grantees, who are not Directors, senior management or connected persons of the Company or grantees being granted with options which will lead to the issuance of more than 270,000 Shares (as adjusted after the Capitalization Issue) upon full exercise of the options granted. These remaining grantees are beneficially interested in the [REDACTED] options under the LX Brothers Employee Incentive Plan:

| Range of Shares underlying outstanding options as adjusted after the Capitalization Issue under the LX Brothers Employee Incentive Plan | Total number of grantees | Total number of Shares | Exercise Price | Consideration paid as at the Latest Practicable Date | Vesting period | Exercise Period               | Approximately percentage of issued Shares immediately after completion of the [REDACTED] |
|---|--------------------------|------------------------|----------------|--|----------------|-------------------------------|--|
| 1 share to 49,999 shares  | 74                       | [REDACTED]             | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| 50,000 shares to 270,000 shares   | 11                       | [REDACTED]             | HK\$0.01       | Nil  | [REDACTED]     | ten years from the grant date | [REDACTED]   |
| Total   | <u>85</u>                | <u>[REDACTED]</u>      |                | Nil  |                |                               | <u>[REDACTED]</u>  |

Save as disclosed above, no other options have been granted or agreed to be granted by us under the LX Brothers Employee Incentive Plan. Application has been made to the Stock Exchange for the approval for the [REDACTED] of and permission to deal in Shares to be issued pursuant to the exercise of options granted under the LX Brothers Employee Incentive Plan.

***(d) Time of exercise of option and duration of the LX Brothers Employee Incentive Plan***

Subject to the terms of the LX Brothers Employee Incentive Plan, a grantee is entitled to exercise, at any time prior to the expiry of 10 years from the date on which the offer of options is made, up to one-fourth or half or three-fourth of his/her granted and accepted options under the LX Brothers Employee Incentive Plan during the period which the committee of the Board notifies to each grantee, commencing from each of the first, second, third and fourth anniversaries or the first and second anniversaries of the date on which the offer of options is made, respectively, provided that the grantee remains to be an eligible participant entitled to exercise his or her option.

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### *(e) Price of Shares*

The exercise price per Share in respect of any particular option granted under the LX Brothers Employee Incentive Plan shall be determined by the committee of the Board and included in the letter to the grantee containing the offer of options, which could be a fixed or variable figure with reference to the fair value per Share.

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

An option shall be personal to the grantee and shall not be assignable or transferable. No grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interests in favour of any third party over or in relation to any option. Any breach of the foregoing shall entitle our Company to cancel any outstanding options or any part thereof granted to such grantee.

### *(g) Ranking of Shares*

A grantee is not entitled to vote, to receive dividends or to have any other rights of a shareholder in respect of Shares until the option is validly exercised by the grantee, Shares are transferred to the grantee and the relevant shares are registered in the name of the grantee in accordance with LX Brothers Employee Incentive Plan. Upon exercise of an option, the Shares will rank *pari passu* with the fully paid Shares in issue and subject to the provisions of the memorandum and articles of association of the Company for the time being in force.

### *(h) Effect of alterations to capital*

In the event of any capitalisation issue, rights issue, sub-division, consolidation of shares, or reduction of share capital of our Company, the auditors or the independent financial adviser engaged by the Company for such purpose shall determine what adjustment is required to be made to the exercise price and/or the number of shares to be transferred on exercise of the options, provided that such adjustments shall give the eligible participant the same proportion of the equity capital of our Company (as interpreted in accordance with the supplementary guidance attached to the letter from the Stock Exchange dated September 5, 2005 to all issuers relating to share option schemes, the "**Supplemental Guidance**") and any adjustments to the advantage of the eligible participants to the exercise price or to the number of Shares subject to the options must be approved by the Shareholders in general meeting, and no adjustments may be made to the extent that Shares would be issued at less than their nominal value. In addition, any adjustment to be made will comply with the Listing Rules, the Supplemental Guidance and any future guidance/interpretation of the Listing Rules issued by the Stock Exchange from time to time, to the extent applicable.

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### *(i) Expiry of option*

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

- (i) the date of expiry of the option period relevant to that option;
- (ii) the date of commencement of the winding-up of our Company in accordance with the Companies Ordinance;
- (iii) the date on which the grantee ceases to be an eligible participant for any reason including gross negligence, wilful misconduct or convicted of a criminal offence; or
- (iv) the date on which the committee of our Board shall exercise our right to cancel the option at any time.

### *(j) Alteration of the LX Brothers Employee Incentive Plan*

The terms and conditions of the LX Brothers Employee Incentive Plan may be altered in any respect by resolution of our Board except that any alterations of the authority of our Directors or administrator of the LX Brothers Employee Incentive Plan in relation to any alteration of the terms of the LX Brothers Employee Incentive Plan shall first be approved by our Shareholders in general meeting.

### *(k) Cancellation of Options*

Any cancellation of options granted but not exercised must be approved by the grantees of the relevant options.

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

The total number of Shares in respect of which options may be transferred under the LX Brothers Employee Incentive Plan is such number of Shares, representing no more than 6% of the issued share capital of our Company as at the date of adoption of LX Brothers Employee Incentive Plan. The total number of Shares abovementioned may be adjusted, in the event of a capitalisation issue, rights issue, consolidation, sub-division or reduction of the share capital of our Company. Any such adjustments shall give the grantees the same proportion of equity capital as they were previously entitled to and no adjustments shall be made to the extent that a Share would be issued at less than its nominal value.

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### *(m) Termination of the LX Brothers Employee Incentive Plan*

We may by ordinary resolution in general meeting or our Board at any time terminate the LX Brothers Employee Incentive Plan. In the event of termination, no further option shall be offered but the provisions of the LX Brothers Employee Incentive Plan shall remain in full force and effect. Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the LX Brothers Employee Incentive Plan.

### *(n) Administration of our Board*

The LX Brothers Employee Incentive Plan shall be subject to the administration of the committee of our Board who has the sole and absolute right to make decision as to all matters arising in relation to the LX Brothers Employee Incentive Plan or its interpretation or effect (except as otherwise provided in the rules of the LX Brothers Employee Incentive Plan).

### *(o) Conditions of the LX Brothers Employee Incentive Plan*

The LX Brothers Employee Incentive Plan shall take effect subject to and is conditional upon the approval and adoption by a resolution of our Board.

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

We will disclose details of the LX Brothers Employee Incentive Plan in our annual and interim reports in accordance with the Listing Rules in force from time to time.

## **2. Beauty Bear Employee Incentive Plan**

### **2.1 Beauty Bear Share Option Scheme**

The following is a summary of the principal terms of our beauty bear share option scheme (the “**Beauty Bear Share Option Scheme**”) adopted by the Board pursuant to the written resolutions passed on April 1, 2022.

#### *(a) Purpose*

The Beauty Bear Share Option Scheme is established to recognise and acknowledge the contributions that the eligible participants had or may have made to our Group and is subject to Chapter 17 of the Listing Rules and proposed amendments thereto which will be effective from January 1, 2023. The Beauty Bear Share Option Scheme will provide the eligible participants an opportunity to have a personal stake in our Company with the view to achieving the following objectives:

- (i) encourage the eligible participants to contribute to our Group for the long-term benefits of our Company; and



**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

- (ii) provide our Group with a flexible means of retaining, incentivizing, rewarding, remunerating, compensating and/or providing benefits to the eligible participants.

**(b) Who may join**

Those eligible to participate in the Beauty Bear Share Option Scheme include any director, employee or senior management employee, including without limitation the chief executive officer, chief financial officer, chief operation officer or other officer or persons whom a committee of our Board considers, in its absolute discretion, have contributed or will contribute to our Group.

Upon acceptance of the option, the grantee shall pay HK\$1.00 to our Company by way of consideration for the grant.

**(c) Acceptance of an offer of Options**

An option shall be deemed to have been granted and accepted by the grantee and to have taken effect when the duplicate letter comprising acceptance of the offer of option duly signed by the grantee, together with a remittance in favour of our Company of HK\$1.00 by way of consideration for the grant thereof, is received by our Company on or before the relevant acceptance date. Such remittance or payment shall in no circumstances be refundable. Any offer to grant an option to acquire for Shares may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof. To the extent that the offer to grant an option is not accepted by any prescribed acceptance date, it shall be deemed to have been irrevocably declined.

Subject to other terms and conditions of the Beauty Bear Share Option Scheme, an option shall be exercised in whole or in part and, other than where it is exercised to the full extent outstanding, shall be exercised in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being, by the grantee by giving notice in writing to our Company stating that the option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the exercise price for our Shares in respect of which the notice is given. Within 28 days after receipt of the notice and the remittance, confirmation of the eligibility of the exercise by the committee of our Board and, where appropriate, receipt of the certificate by the auditors to our Company or the approved independent financial adviser as the case may be, our Company shall caused to be transferred the relevant number of Shares to the grantee credited as fully paid and issue to the grantee certificates in respect of our Shares so transferred.

The exercise of any option shall be subject to our Shareholders approving any necessary increase in the share capital of our Company.

---

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

---

*(d) Maximum number of Shares*

The maximum number of Shares in respect of which options may be granted under the Beauty Bear Share Option Scheme of our Company must not in aggregate exceed 10% of the total number of Shares in issue immediately following completion as at the date of adoption of Beauty Bear Share Option Scheme of the [REDACTED], being [REDACTED] Shares. The maximum number of Shares subject to the Beauty Bear Share Option Scheme may be adjusted in the event of a capitalisation issue, rights issue, consolidation, sub-division or reduction of the share capital of our Company. Any such adjustments shall give the eligible participants the same proportion of equity capital as they were previously entitled to and no adjustments shall be made to the extent that a Share would be issued at less than its nominal value. In respect of any such adjustments, other than those made on a capitalisation issue, the auditors or the independent financial adviser engaged by our Company shall confirm to the committee of our Board in writing that the adjustments satisfy the requirement.

*(e) Price of Shares*

The exercise price per Share in respect of any particular option granted under the Beauty Bear Share Option Scheme shall be determined by the committee of our Board and included in the letter to the grantee containing the offer of options, which could be a fixed or variable figure with reference to the fair value per Share.

*(f) Rights are personal to grantee*

An option and offer to grant an option is personal to the grantee and shall not be transferrable or assignable. No grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any option. Any breach of the foregoing shall entitle our Company to cancel any outstanding options or any part thereof granted to such grantee.

*(g) Time of exercise of Option and duration of the Beauty Bear Share Option Scheme*

Subject to the terms of the Beauty Bear Share Option Scheme, a grantee is entitled to exercise, at any time prior to the expiry of 10 years from the date on which the offer of options is made, up to one-fourth of his/her granted and accepted options under the Beauty Bear Share Option Scheme during the period which the committee of our Board notifies to each grantee, commencing from each of the first, second, third and fourth anniversaries of the date on which the offer of options is made, respectively, provided that the grantee remains to be an eligible participant entitled to exercise his or her option.

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

***(h) Performance target***

Subject to the applicable provisions of the Listing Rules, options may be granted on such terms and conditions in relation to their vesting, exercise or otherwise (e.g., by linking their vesting to the achievement of certain performance targets and/or their exercise to the attainment or performance of milestones by any member of our Group, the grantee or any group of eligible participants) as the committee of our Board may in its sole and absolute discretion determine.

***(i) Rights on ceasing employment or death***

If the grantee of an option ceases to be an employee of our Company or any of our members of our Group:

- (i) by any kind of involuntary termination by any reason other than death, permanent disability and incapacitation or termination of his/her employment on the grounds specified in paragraph (j) below, the grantee may exercise the option up to the entitlement of the grantee as at the date of cessation (to the extent not already exercised) within a period of three months from such cessation; or
- (ii) by reason of death, total and permanent disability and incapacitation, the personal representative(s) of the grantee or the grantee may exercise the option within a period of six months from the date of such death or total and permanent disability and incapacitation (provided that such exercise is during the relevant option period) up to the entitlement of such grantee as at the date of his/her death or becoming totally and permanently disabled and incapacitated (to the extent that he or she is vested with and entitled to exercise at such date but not already exercised or expired), failing which it will lapse.

***(j) Rights on dismissal***

If the grantee of an option ceases to be an employee of our Company or any of our subsidiaries on the grounds that he or she has contravened any policy of any member of our Group, has been guilty of serious misconduct, has disclosed without consent any trade or commercial secret belonging to our Group, has taken any action or done anything in his/her capacity which has (in our Company's sole opinion) brought any member of our Group into disrepute or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily, his/her option will lapse and not be exercisable after the date of termination of his employment.

---

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

---

***(k) Rights on takeover***

If a general offer is made to all our Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror (as defined in the Takeovers Codes)) and such offer becomes or is declared unconditional during the option period of the relevant option, the grantee of an option shall be entitled to exercise the option in full (to the extent not already exercised) at any time after the general offer becomes or is declared unconditional and up to the close of such offer or within such period as shall be notified by our Company.

***(l) Rights on winding-up***

In the event a notice is given by our Company to our members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall forthwith give notice thereof to all grantees and thereupon, each grantee shall be entitled to exercise all or any of his options (whether vested or not) at any time thereafter (but before such time as shall be notified by our Company), whereupon our Company shall as soon as possible and, in any event, no later than three days immediately prior to the date of the proposed general meeting, allot the relevant Shares to the grantee credited as fully paid and register the grantee as holder thereof.

***(m) Rights on compromise or arrangement between our Company and our members or creditors***

In the event of a compromise or arrangement, other than a scheme of arrangement made to all the holders of Shares and has been approved by the necessary number of holders of Shares, between our Company and its members and/or creditors being proposed in connection with a scheme for the reconstruction or amalgamation of our Company, our Company shall give notice thereof to all grantees on the same day as it first gives notice of the meeting to its members and/or creditors to consider such a compromise or arrangement and the grantee may at any time thereafter but before such time as shall be notified by our Company exercise the option to its full extent (whether vested or not) and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which fall to be allotted and issued on exercise of such option.

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

*(n) Ranking of Shares*

A grantee is not entitled to vote, to receive dividends or to have any other rights of a shareholder in respect of Shares until the Option is validly exercised by the grantee, Shares are transferred to the grantee and the relevant shares are registered in the name of the grantee in accordance with the Beauty Bear Share Option Scheme. Upon exercise of an option, the Shares will rank *pari passu* with the fully paid Shares in issue and subject to the provisions of the memorandum and articles of association of our Company for the time being in force.

*(o) Effect of alterations to capital*

In the event of any capitalisation issue, rights issue, sub-division, consolidation of shares, or reduction of share capital of our Company, the auditors or the independent financial adviser engaged by our Company for such purpose shall determine what adjustment is required to be made to the exercise price and/or the number of shares to be issued on exercise of the options, provided that such adjustments shall give the eligible participant the same proportion of the equity capital of our Company (as interpreted in accordance with the supplementary guidance attached to the letter from the Stock Exchange dated September 5, 2005 to all issuers relating to share option schemes, the "Supplemental Guidance") and any adjustments to the advantage of the eligible participants to the exercise price or to the number of Shares subject to the options must be approved by the Shareholders in general meeting, and no adjustments may be made to the extent that Shares would be issued at less than their nominal value. In addition, any adjustment to be made will comply with the Listing Rules, the Supplemental Guidance and any future guidance/interpretation of the Listing Rules issued by the Stock Exchange from time to time, to the extent applicable.

*(p) Expiry of option*

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

- (i) the date of expiry of the option period relevant to that option;
- (ii) the date of commencement of the winding-up of our Company in accordance with the Companies Ordinance;
- (iii) the date on which the grantee ceases to be an eligible participant for any reason including gross negligence, wilful misconduct or convicted of a criminal offence; or
- (iv) the date on which the committee of our Board shall exercise our right to cancel the option at any time.

---

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

---

***(q) Alteration of the Beauty Bear Share Option Scheme***

The terms and conditions of the Beauty Bear Share Option Scheme may be altered in any respect by resolution of our Board except that any alterations of the authority of our Directors or administrator of the Beauty Bear Share Option Scheme in relation to any alteration of the terms of the Beauty Bear Share Option Scheme shall first be approved by our Shareholders in the general meeting.

***(r) Cancellation of Options***

The Committee may at any time cancel Options previously granted to, but not yet exercised by a Grantee.

***(s) Termination of the Beauty Bear Share Option Scheme***

We may by ordinary resolution in general meeting or our Board at any time terminate the Beauty Bear Share Option Scheme. In the event of termination, no further option shall be offered but the provisions of the Beauty Bear Share Option Scheme shall remain in full force and effect. Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the Beauty Bear Share Option Scheme.

***(t) Administration of our Board***

The Beauty Bear Share Option Scheme shall be subject to the administration of the committee of our Board who has the sole and absolute right to make decision as to all matters arising in relation to the Beauty Bear Share Option Scheme or its interpretation or effect (except as otherwise provided in the rules of the Beauty Bear Share Option Scheme).

***(u) Condition of the Beauty Bear Share Option Scheme***

The Beauty Bear Share Option Scheme shall take effect subject to and is conditional upon the approval and adoption by a resolution of our Board.

***(v) Disclosure in annual and interim reports***

Our Company will disclose details of the Beauty Bear Share Option Scheme in our annual and interim reports including the number of options, date of grant, exercise price, exercise period and vesting period during the financial year/period in the annual/interim reports in accordance with the Listing Rules in force from time to time.

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### *(w) Present status of the Beauty Bear Share Option Scheme*

As of the Latest Practicable Date, no option had been granted or agreed to be granted under the Beauty Bear Share Option Scheme.

### **2.2 Restricted Share Award Scheme**

Our Company adopted a restricted share award scheme (the “**RSA Scheme**”) by a resolution of our Board on April 1, 2022, a resolution of our Board on October 17, 2022 (the “**Special Resolution**”). The RSA Scheme will be subject to Chapter 17 of the Listing Rules and proposed amendments thereto which will be effective from January 1, 2023.

#### *(a) Purposes of the RSA Scheme*

The purposes of the RSA Scheme is to encourage certain Directors, employees to contribute to our Group for the long-term benefits of our Company and the Shareholders as a whole and provide our Group with a flexible means of either retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to Participants (as defined in paragraph (d)).

#### *(b) Administration of the RSA Scheme*

The RSA Scheme shall be subject to the administration of the committee of our Board and the decision of the committee of our Board shall be binding on all parties. However, if the single, joint or cumulative exercise of the following rights materially changes the RSA Scheme in major aspects, the relevant adjustments or decisions need to be submitted to the Board for approval. The committee of our Board shall have the right to:

- (i) to select the individuals to whom a provisional award of restricted share under the RSA Scheme (“**Award(s)**”) may from time to time be granted;
- (ii) to determine the time or times of grant, and the extent, if any, of Awards granted to any one or more Participants (as defined in paragraph (d));
- (iii) to determine the number of restricted shares granted under any Award;
- (iv) to determine and modify from time to time the terms and conditions, including restrictions that are not inconsistent with the terms of the RSA Scheme, of any Award;
- (v) to amend, with the consent of the Participant (as defined in paragraph (d)), the terms of any outstanding Award at any time;
- (vi) to accelerate at any time the vesting of all or any portion of any Award;

---

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

---

- (vii) to impose any limitations on Awards granted under the RSA Scheme which include but are not limited to any lock-up or repurchase mechanism;
- (viii) to appoint such agents as the committee of our Board may deem in its absolute discretion appropriate to administer the RSA Scheme;
- (ix) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the RSA Scheme and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the RSA Scheme and any Award (including related written instruments); to make all determinations it deems advisable for the administration of the RSA Scheme; to decide all disputes arising in connection with the RSA Scheme; and to otherwise supervise the administration of the RSA Scheme; and
- (x) to make any other determination and take any other action that the committee of our Board deems necessary or desirable for the administration of the RSA Scheme.

### *(c) RSA Awards*

Award gives a Participant in the RSA Scheme a conditional right when the Award vests to obtain Shares on or about the date of vesting, as determined by the committee of our Board in its absolute discretion. An Award may include, if so specified by the committee of our Board in its entire discretion, cash and non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares from the date that the Award is granted to the date that it vests.

### *(d) Participants in the RSA Scheme*

An Award may be made to any Director, employee or any other person that, in the opinion of the Committee in its sole and absolute discretion, will contribute materially to the successful operation of our Group.

Participants of the RSA Scheme (the "**Participants**") include any of the abovementioned person(s) who accepts an award in accordance with the terms of the RSA Scheme or any person who is entitled to any award of shares in consequence of the death of the original participant who has accepted an award of shares.



**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

*(e) Status of the RSA Scheme*

On April 1, 2022, [REDACTED] award Shares (to be adjusted to [REDACTED] upon the Capitalization Issue), representing approximately [REDACTED]% of the total number of issued Shares as of the Latest Practicable Date and equivalent to approximately [REDACTED]% of the total number of the issued Shares immediately upon completion of the [REDACTED] (without taking into account of any Shares which may be issued pursuant to the exercise of [REDACTED]), were granted to Mr. Hua, an employee of LX Technology. Save as disclosed above, as of the Latest Practicable Date, no other Award had been granted or agreed to be granted under the RSA Scheme.

*(f) Term of the RSA Scheme*

The RSA Scheme shall be valid and effective for the period of 10 years commencing on the adoption date of the RSA Scheme, after which period no further Awards will be granted, but the it shall not affect the subsisting rights of any selected Participants.

*(g) Grant of Award*

On and subject to the terms of the RSA Scheme and the terms and conditions that our Board imposes pursuant thereto, the committee of our Board shall be entitled at any time during the life of the RSA Scheme to make a grant to any Participant as the committee of our Board may in its absolute discretion determine.

A grant shall be made to an Participant by a letter and/or any such document in such form as our Board may from time to time determine (the “**Award Shares Agreement**”) and such grant shall be subject to the terms as specified in the RSA Scheme. The Award Shares Agreement shall set forth the terms of the Award, as determined by the committee of our Board, including, without limitation, the purchase price, if any, to be paid for such Shares, any restrictions applicable to the Award Shares such as continued service or achievement of performance goals, any lock-up period during which the Award shall not be sold, pledged, transferred or otherwise disposed of the length of the period of restriction (the “**Restriction Period**”), and the Participants’ right to vote and to receive dividends in respect to their respective Shares from the Award during the Restriction Period. All grants of Award shall have a period of restriction of at least one (1) years unless otherwise provided.

The total number of Shares awarded under the RSA Scheme to each Participant in any 12-month period up to the date of award exceed 1% of our Shares in issue as at the date of award shall be subject to the issue of a circular by our Company to our Shareholders and the approval of our Shareholders in general meeting and/or other requirements prescribed under the Listing Rules from time to time with such Participant and his/her close associates (as defined in the Listing Rules) (or his/her associates (as defined in the Listing Rules) if the Participant is a connected person (as defined in the Listing Rules)) abstaining from voting after the Special Resolution.

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

*(h) Awarding Shares to a director, chief executive or substantial shareholder of our Company or any of their respective associates*

Any grant of Shares to a director, chief executive or substantial shareholder (as defined in the Listing Rules) of our Company or any of their respective associates (as defined in the Listing Rules) is required to be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Shares). If our Board proposes to grant Shares to a substantial shareholder or any independent non-executive Director or their respective associates (as defined in the Listing Rules) which will result in the number of Shares issued and to be issued upon exercise of Shares awarded and to be awarded to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% or such other percentage as may be from time to time provided under the Listing Rules of our Shares in issue on the date of award of the Shares, such award of Shares will be subject to the issue of a circular by our Company and the approval of our Shareholders in general meeting.

*(i) Acceptance of Award*

The Award must be accepted within a period of thirty (30) days, or such other period as the committee of the Board may specify from the date the Award Shares Agreement is made. The prospective recipient of an Award shall not have any rights with respect to the Shares in such Award, unless and until such recipient has complied with the applicable terms and conditions of such Award and has delivered a fully executed copy thereof to the committee of our Board.

*(j) RSA Scheme Limit*

No Award shall be granted pursuant to the RSA Scheme if as a result of such grant (assumed accepted), the aggregate number of Shares underlying all grants made pursuant to the RSA Scheme (excluding the Awards that have lapsed or been canceled in accordance with the rules of the RSA Scheme) will exceed 10% of the number of Shares in issue from time to time (the “**RSA Scheme Limit**”).

---

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

---

***(k) Restrictions on the times of award of Shares***

An award of Shares may not be made after inside information has come to the knowledge of our Company until it has announced such inside information pursuant to the requirements of the Listing Rules and the Inside Information Provisions of Part XIVA of the SFO. In particular, no Shares may be awarded during the period commencing one month immediately preceding the earlier of:

- (i) 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 our annual results or our results for half-year, quarterly or other interim period (whether or not required under the Listing Rules); and
- (ii) the deadline for our Company to publish an announcement of our annual results or our results for half-year, quarterly or other interim period (whether or not required under the Listing Rules), and ending on the date of actual publication of the results for such year, half-year, quarterly or interim period (as the case may be).

***(l) Performance target***

A Participant may be required to achieve any performance targets as our Board may then specify in the award.

***(m) Rights Attached to the Awards***

The RSA do not carry any right to vote at general meetings of our Company. No Participant shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award pursuant to the RSA Scheme, unless and until such Shares underlying the Award are actually issued or transferred (as the case may be) to the Participant upon the vesting of the RSA and the Participant's name has been entered in the register of members of our Company as holder of such Shares. The Participants do not have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Shares of an Award prior to the actual transfer.

***(n) Vesting of restricted shares in Award***

Subject to and in accordance with the RSA Scheme, the committee of our Board shall transfer to and vest in any selected Participant the legal and beneficial ownership of the Shares in Award to which such selected Participant is entitled under the relevant Award as soon as practicable after the latest of (a) the vesting date as specified in the relevant Award Shares Agreement; and (b) where applicable, the date on which the condition(s) and/or performance target(s) to be attained or paid by such selected

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

Participant as specified in the relevant Award Shares Agreement have been attained or paid. The committee of our Board should give a notice in writing to the trustee confirming the satisfaction of the relevant condition(s) and/or performance target(s).

Upon the vesting of restricted Shares, the Shares granted pursuant to the RSA Scheme shall be subject to all the provisions of the Memorandum for the time being in force and shall rank *pari passu* in all respects the existing fully paid Shares in issue on the date on which those Shares are issued.

**(o) *Rights on takeover***

In the event a general offer by way of voluntary offer, takeover or otherwise (other than by way of scheme of arrangement as in paragraph (m)) is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the vesting date of any restricted Shares, our Board shall, prior to the offer becoming or being declared unconditional, determine at its absolute discretion whether such restricted Shares shall vest and the period within which such restricted Shares shall vest. If our Board determines that such restricted Shares shall vest, it shall notify the Participant that the restricted Shares shall vest and the period within which the relevant Shares shall vest.

**(p) *Rights on Scheme of Arrangement***

In the event a general offer for Shares by way of scheme of arrangement is made to all the Shareholders and has been approved by the necessary number of holders of Shares at the requisite meetings prior to the vesting of any restricted Shares which are the subjects of Award under the RSA Scheme, our Board shall, prior to such meetings, determine at its absolute discretion whether such restricted Shares shall vest and the period within such restricted Shares shall vest. If our Board determines that such restricted Shares shall vest, it shall notify the Participant that the restricted Shares shall vest and the period within which such restricted Shares shall vest.

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

In the event a notice is given by our Company to its Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up our Company prior to the vesting date of any restricted Shares which are the subjects of Award under the RSA Scheme, our Board shall determine at its discretion whether such restricted Shares shall vest, and the period when such restricted Shares shall vest and in the latter case, the unvested Restricted Shares must be vested and effected by no later than two Business Days before the day of the proposed shareholders' meeting. If our Board determines that such restricted Shares shall vest, it shall notify the Participants that the restricted Shares shall vest and the period within which such restricted Shares shall vest.

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

***(r) Rights on compromise or arrangement between our Company and our members or creditors***

In the event of a compromise or arrangement, other than a scheme of arrangement contemplated in paragraph (m) above, between our Company and its members and/or creditors being proposed in connection with a scheme for the reconstruction or amalgamation of our Company, our Board shall determine at its discretion whether such restricted Shares shall vest, and the period when such restricted Shares shall vest. If our Board determines that such restricted Shares shall vest, it shall notify the Participants that the restricted Shares shall vest and the period within which such restricted Shares shall vest.

***(s) Rights on a Voluntary Winding-up***

In the event a winding-up order is made against our Company, or a resolution to voluntarily wind-up our Company is passed, otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company, an Award shall automatically lapse forthwith and all the Award Shares, to the extent not already vested, shall not vest on the relevant vesting date.

***(t) Lapse or Cancellation of RSA***

An Award shall automatically lapse forthwith and all the Shares in relation to the Award, to the extent not already vested, shall not vest on the relevant vesting date in the event that:

- (i) a selected Participant ceases to be an employee of our Group;
- (ii) a selected Participant died or became totally and permanently disabled and incapacitated;
- (iii) the subsidiary or invested entity by which a selected Participant is employed, ceases to be a subsidiary or invested entity of the Company (or of a member of the Group);
- (iv) a selected Participant has been convicted of a criminal offence involving dishonesty and integrity;
- (v) the committee of our Board, at its absolute discretion, determines that a selected Participant (other than a Selected Participant who is an employee of our Group) or his/its associates (i) has committed any breach of any contract entered into between the selected Participant or his associate on one part and any member of the Group or any Invested Entity on the other part; or (ii) the selected Participant has committed any act of bankruptcy or has become

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally; or (iii) the selected Participant could no longer make any contribution to the growth and development of any member of the Group or the invested entity by reason of the cessation of its relationship with the Group or the invested entity or by any other reasons whatsoever; or

- (vi) a winding-up order is made against our Company, or a resolution to voluntarily wind-up our Company is passed, otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company.

### *(u) Reorganization of Capital Structure*

In the event of an alteration in the capital structure of our Company whilst any RSA has not vested by way of capitalisation issue, rights issue, subdivision or consolidation of shares, reduction of the share capital of our Company or otherwise howsoever in accordance with legal requirements and requirements of the Stock Exchange such corresponding alterations (if any) shall be made to the number and/or nominal amount of Shares underlying the unvested restricted Shares which are the subject of any or all Awards made under the RSA Scheme. In the event of the aforesaid adjustment, the auditors or an approved independent financial adviser shall certify in writing, either generally or as regard any particular, at the request of our Company, to have in their opinion, fairly and reasonably satisfied the requirement that such adjustments give a Participant the same proportion (or rights in respect of the same proportion) of the share capital of our Company as that to which that Participant was previously entitled. The capacity of the auditors of our Company from the time to time or the approved independent financial adviser in this paragraph is that of experts and not of arbitrators and their certification shall, in absence of manifest error, be final and binding on our Company and the Participant. The costs of the auditors or the approved independent financial adviser shall be borne by our Company.

### *(v) Alteration of the RSA Scheme*

The RSA Scheme may be amended by the committee of our Board at its sole discretion, provided that no alteration or variation shall be made which will adversely affect any rights of any Participant with respect to an Award granted to such Participant immediately prior to such amendment.

---

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

---

### *(w) Termination of the RSA Scheme*

Our Company by ordinary resolution in general meeting or our Board may at any time, in its sole and absolute discretion, terminate the operation of the RSA Scheme and in such event no further Awards shall be granted but in all other respects the provisions of the RSA Scheme shall remain in full force and effect. Any RSAs which are granted during the life of the RSA Scheme but remain unvested shall continue to be eligible for vesting and transfer in accordance with their terms and conditions of allotment and issue after the termination of the RSA Scheme.

## **E. OTHER INFORMATION**

### **1. Litigation**

As of the Latest Practicable Date, no member of our Group was engaged in any litigation or arbitration of material importance and, so far as our Directors are aware, no litigation or claim of material importance is pending or threatened by or against any member of our Group.

### **2. Sole Sponsor**

The Sole Sponsor satisfies the independence criteria applicable to sponsor set out in Rule 3A.07 of the Listing Rules. The Sole Sponsor will receive an aggregate fee of US\$800,000 for acting as the sponsor for the [REDACTED].

The Sole Sponsor has made an application on our Company’s behalf to the Stock Exchange for the approval for the [REDACTED] of, and permission to deal in, all the Shares in issue and to be issued as mentioned in this document (including any Shares which may be issued pursuant to the exercise of the [REDACTED]). All necessary arrangements have been made for the Shares to be admitted into CCASS.

### **3. Preliminary expenses**

The preliminary expenses incurred and paid by our Company relating to the incorporation of our Company were approximately US\$21,100.

### **4. No material adverse change**

Saved as disclosed in the section headed “Financial Information – No Material Adverse Change”, our Directors confirm that there has been no material adverse change in our Group’s financial or trading position since June 30, 2022 (being the date on which the latest audited consolidated financial information of our Group was prepared).

---

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

---

### 5. Promoter

Our Company has no promoter. Within the two years immediately preceding the date of this document, 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.

### 6. Taxation of holders of Shares

#### (a) *Hong Kong*

The sale, purchase and transfer of Shares registered with our Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty, the current rate charged on each of the purchaser and seller is 0.13% of the consideration or, if higher, the fair value of the Shares being sold or transferred. Profits from dealings in the Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax.

#### (b) *Cayman Islands*

Under the present Cayman Islands law, there is no stamp duty payable in the Cayman Islands on transfer of Shares.

#### (c) *Consultation with professional advisors*

Intending holders of the Shares are recommended to consult their professional advisors if they are in doubt as to the taxation implications of holding or disposing of or dealing in the Shares. It is emphasized that none of our Company, our Directors or the other parties involved in the [REDACTED] will accept responsibility for any tax effect on, or liabilities of, holders of Shares resulting from their holding or disposal of or dealing in Shares or exercise of any rights attaching to them.



## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### 7. Qualifications and consents of experts

The following are the qualifications of the experts who have given opinions or advice

| <b>Name</b>                           | <b>Qualifications</b>  |
|---------------------------------------|--|
| Haitong International Capital Limited | A licensed corporation under the SFO to conduct Type 6 (Advising on corporate finance) regulated activities (as defined under the SFO) |
| Deloitte Touche Tohmatsu              | Certified public accountants and Registered Public Interest Entity Auditor   |
| Maples and Calder (Hong Kong) LLP     | Cayman Islands attorneys-at-law  |
| Jingtian & Gongcheng                  | Legal advisor to our Company as to PRC laws  |
| China Insights Consultancy            | Industry Consultant  |

Each of the experts named above has given and has not withdrawn its written consent to the issue of this document with the inclusion of its reports, letters, opinions, summaries of opinions and/or references to its names included herein in the form and context in which they respectively appear.

### 8. Interests of experts in our Company

None of the persons named in “– 7. Qualifications and consents of experts” above is interested beneficially or otherwise in any Shares or shares of any member of our Group or has any right or option (whether legally enforceable or not) to subscribe for or nominate persons to subscribe for any shares or securities in any member of our Group.

### 9. Binding effect

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

**APPENDIX IV**

**STATUTORY AND GENERAL INFORMATION**

**10. Miscellaneous**

- (a) Within the two years immediately preceding the date of this document:
  - (i) save as disclosed in “History, Reorganization and Corporate Structure” in this document, no share or loan capital of our Company or any of our subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash;
  - (ii) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
  - (iii) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any capital of our Company or any of our subsidiaries; and
  - (iv) no commission has been paid or payable subscribing, agreeing to subscribe or procuring subscription or agreeing to procure subscription for any shares in our Company or any of our subsidiaries;
- (b) no founder, management or deferred Shares nor any debenture in our Company or any of our subsidiaries have been issued or agreed to be issued;
- (c) there has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this document;
- (d) the principal register of members of our Company will be maintained in the Cayman Islands by [REDACTED] and a branch register of members of our Company will be maintained in Hong Kong by [REDACTED]. Unless our Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by our Company’s share register in Hong Kong and may not be lodged in the Cayman Islands. All necessary arrangements have been made to enable the Shares to be admitted to CCASS;
- (e) no company within our Group is presently listed on any stock exchange or traded on any trading system;
- (f) our Directors have been advised that under Cayman Islands Companies Act the use of a Chinese name by our Company in conjunction with its English name does not contravene the Cayman Islands Companies Act;
- (g) there is no arrangement which future dividends are waived or agreed to be waived;
- (h) our Company has no outstanding convertible debt securities or debentures; and

- (i) there is no restriction affecting the remittance of profits or repatriation of capital into Hong Kong and from outside Hong Kong.

**11. 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 (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).

In case of any discrepancies between the English language version and Chinese language version of this document, the English language version shall prevail.