

A. FURTHER INFORMATION ABOUT OUR GROUP**1. Incorporation**

Our Company was incorporated under the laws of the British Virgin Islands on April 30, 2008 as a business company with limited liability under the name of Dash Brands Ltd. On September 13, 2021, our Company changed its name to DPC Dash Ltd (达势股份有限公司). Upon incorporation, our Company was authorized to issue a maximum of 50,000 Shares.

Our registered office address is at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. Accordingly, our Company's corporate structure and Memorandum and Articles of Association are subject to the relevant laws of the British Virgin Islands. A summary of our Memorandum and Articles of Association is set out in Appendix III to this document.

Our registered place of business in Hong Kong is at 46/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong. We were registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on April 26, 2022 with the Registrar of Companies in Hong Kong. Ms. Wing Nga Ho has been appointed as the authorized representative of our Company for the acceptance of service of process in Hong Kong. The address for service of process is 46/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

2. Issued Shares of our Company

The following sets out the details of shares in our Company that have been issued within the two years immediately preceding the date of this document:

- (a) On October 21, 2020, our Company issued 617,647 Ordinary Shares with a par value of US\$1.00 each to Good Taste Limited in lieu of guarantee fee.
- (b) On January 29, 2021, our Company issued 8,142,631 Senior Ordinary Shares with a par value of US\$1.00 each in lieu of director service fee.
- (c) On July 20, 2021, our Company issued 261,903 Ordinary Shares with a par value of US\$1.00 each in lieu of director service fee.
- (d) On November 9, 2021, our Company issued 617,647 Ordinary Shares with a par value of US\$1.00 each to Good Taste Limited in lieu of guarantee fee.
- (e) On November 30, 2021, our Company issued 4,023,785 Ordinary Shares with a par value of US\$1.00 each to various employees of the Group pursuant to vesting of restricted share units.
- (f) On December 10, 2021, our Company issued 1,306,842 2021 Senior Ordinary Shares with a par value of US\$1.00 each to Domino's Pizza LLC for a total consideration of US\$9,082,552.

- (g) On December 10, 2021, our Company issued 3,729,130 Ordinary Shares with a par value of US\$1.00 each to D1 SPV Master Holdco I (Hong Kong) Limited for a total consideration of US\$25,917,454.
- (h) On December 10, 2021, our Company issued 2,158,273 Ordinary Shares with a par value of US\$1.00 each to SMALLCAP World Fund, Inc. for a total consideration of US\$15,000,000.
- (i) On July 20, 2022, our Company issued 471,728 Ordinary Shares with a par value of US\$1.00 each in lieu of director service fee and pursuant to vesting of restricted share units.
- (j) On October 6, 2022, our Company issued 53,955 Ordinary Shares with a par value of US\$1.00 each to various directors of the Company pursuant to vesting of restricted share units.

Save as disclosed above and in “– Resolutions of our Shareholders Dated November 29, 2022” below, there has been no issue of shares of our Company within the two years immediately preceding the date of this document.

3. Changes in the share capital of members of our Group

A summary of the corporate information and the particulars of our subsidiaries are set out in note 16 to the Accountant’s Report as set out in Appendix I to this document.

The following sets out the changes in the share or registered capital of members of our Group within the two years immediately preceding the date of this document:

- On February 26, 2021, the registered capital of Shenzhen Pizzavest Fast Food Co., Ltd. (深圳達美樂餐飲管理有限公司) was increased from RMB100 million to RMB200 million.
- On October 26, 2021, the registered capital of Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司) was increased from US\$50 million to US\$134 million.
- Dash Investment Co., Ltd (達勢投資有限公司) was established on November 1, 2021 with a registered share capital of US\$30 million.
- On July 1, 2022, the registered capital of Shenzhen Pizzavest Fast Food Co., Ltd (深圳達美樂餐飲管理有限公司) was decreased from RMB200 million to RMB197 million.
- Domino’s Pizza (Guangzhou) Fast Food Co., Ltd. (達美樂比薩(廣州)餐飲管理有限公司) was established on July 19, 2022 with a registered share capital of RMB3 million.
- Domino’s Pizza (Zhongshan) Co., Ltd. (達美樂比薩(中山)有限公司) was established on August 29, 2022 with a registered share capital of RMB10 million.
- Domino’s Pizza (Zhuhai) Co., Ltd. (達美樂比薩(珠海)有限公司) was established on September 21, 2022 with a registered share capital of RMB10 million.

- Beijing Domino's Food Co., Ltd. (北京達美樂食品有限公司) was established on September 26, 2022 with a registered share capital of RMB10 million.
- On September 29, 2022, the registered share capital of Dash Investment Co., Ltd. (達勢投資有限公司) was increased from US\$30 million to US\$60 million.
- Domino's Pizza (Wuhan) Fast Food Co., Ltd. (達美樂比薩(武漢)餐飲管理有限公司) was established on October 10, 2022 with a registered share capital of RMB10 million.
- Domino's Pizza (Jinan) Co., Ltd. (達美樂比薩(濟南)有限公司) was established on October 14, 2022 with a registered share capital of RMB10 million.
- Domino's Pizza (Chengdu) Fast Food Co., Ltd. (達美樂比薩(成都)餐飲管理有限公司) was established on October 27, 2022 with a registered share capital of RMB10 million.
- Domino's Pizza (Qingdao) Co., Ltd. (達美樂比薩(青島)有限公司) was established on October 28, 2022 with a registered share capital of RMB10 million.
- On November 16, 2022, the registered share capital of Domino's Pizza (Guangzhou) Fast Food Co., Ltd. (達美樂比薩(廣州)餐飲管理有限公司) was increased from RMB3 million to RMB10 million.

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

4. Resolutions of our Shareholders dated November 29, 2022

Resolutions of our Shareholders were passed on November 29, 2022, pursuant to which, among others, our Company approved and adopted the Memorandum and the Articles and authorized their filing with the Registrar of Corporate Affairs in the BVI prior to the Listing and thereby give effect to the same upon filing with the Registrar of Corporate Affairs in the BVI and, conditional upon the conditions of the Global Offering (as set out in this document) being fulfilled:

- (a) the Global Offering, Listing and Over-allotment Option were approved, and our Directors were authorized to negotiate and agree the Offer Price and to allot and issue the Offer Shares (including pursuant to the Over-allotment Option);
- (b) a general mandate (the "**Sale Mandate**") was granted to our Directors to allot, issue and deal with any Shares or securities convertible into Shares and to make or grant offers, agreements or options which would or might require Shares to be allotted, issued or dealt with, provided that the number of Shares so allotted, issued or dealt with or agreed to be allotted, issued or dealt with by our Directors, shall not exceed 20% of the total number of Shares in issue immediately following the completion of Global Offering;

- (c) a general mandate (the “**Repurchase Mandate**”) was granted to our Directors to repurchase our own Shares on the Stock Exchange or on any other stock exchange on which the securities of our Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, such number of Shares as will represent up to 10% of the total number of Shares in issue immediately following completion of the Global Offering;
- (d) the Sale Mandate was extended by the addition to the total number of Shares which may be allotted and issued or agreed to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the total number of the Shares purchased by our Company pursuant to the Repurchase Mandate, provided that such extended amount shall not exceed 10% of the total number of the Shares in issue immediately following completion of the Global Offering.

Each of the general mandates referred to above will remain in effect until the earliest of:

- the conclusion of the next annual general meeting of our Company unless, by resolution of members passed at that meeting, the authority is renewed, either unconditionally or subject to condition;
- the expiration of the period within which the next annual general meeting of our Company is required to be held under any applicable laws of the British Virgin Islands or the memorandum and the articles of association of our Company; and
- the passing of resolution of members by our Shareholders in a general meeting revoking or varying the authority.

5. Explanatory statement on repurchase of our own securities

The following summarizes restrictions imposed by the Listing Rules on share repurchases by a company listed on the Stock Exchange and provides further information about the repurchase of our own securities.

Shareholders' approval

A listed company whose primary listing is on the Stock Exchange may only purchase its shares on the Stock Exchange, either directly or indirectly, if: (i) the shares proposed to be purchased are fully-paid up, and (ii) its shareholders have given a specific approval or general mandate by way of an ordinary resolution of shareholders.

Size of mandate

The exercise in full of the Repurchase Mandate, on the basis of 126,948,796 Shares in issue immediately following completion of the Global Offering, could accordingly result in up to approximately 12,694,879 Shares being repurchased by our Company.

The total number of shares which a listed company may repurchase on the Stock Exchange may not exceed 10% of the number of issued shares as at the date of the shareholder approval.

Reasons for repurchases

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

Source of funds

Purchases must be funded out of funds legally available for the purpose in accordance with the Memorandum and Articles of Association and the applicable laws and regulations of the British Virgin Islands.

Our Company shall not purchase 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.

Any purchases by our Company may be made out of any source of funds provided that the Directors are satisfied that, immediately after the purchases, the value of the Company's assets exceeds its liabilities and the Company is able to pay its debts as they fall due.

Suspension of repurchase

A listed company shall not repurchase its shares on the Stock Exchange at any time after inside information has come to its knowledge until the information is made publicly available. In particular, during the period of one month immediately preceding the earlier of: (a) the date of the board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (b) the deadline for the issuer to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), until the date of the results announcement, the company may not repurchase its shares on the Stock Exchange unless there are exceptional circumstances.

Trading restrictions

A listed company is prohibited from repurchasing its shares on the Stock Exchange if the purchase price is 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Stock Exchange.

A listed company may not repurchase its shares if that repurchase would result in the number of listed securities which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange.

Status of repurchased Shares

The listing of all repurchased shares (whether through the Stock Exchange or otherwise) shall be automatically cancelled and the relevant documents of title must be cancelled and destroyed as soon as reasonably practicable.

Close associates and core connected persons

None of our Directors or, to the best of their knowledge having made all reasonable enquiries, any of their close associates have a present intention, in the event the Repurchase Mandate is approved, to sell any Shares to our Company.

No core connected person of our Company has notified our Company that they have a present intention to sell Shares to our Company, or have undertaken to do so, if the Repurchase Mandate is approved.

A listed company shall not knowingly purchase its shares on the Stock Exchange from a core connected person (namely a director, chief executive or substantial shareholder of the company or any of its subsidiaries, or a close associate of any of them), and a core connected person shall not knowingly sell their interest in shares of the company to it.

Takeover implications

If, as a result of any repurchase of Shares, a Shareholder's proportionate interest in the voting rights of our Company increases, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

General

If the Repurchase Mandate were to be carried out in full at any time, there may be a material adverse impact on our working capital or gearing position (as compared with the position disclosed in our most recent published audited accounts). However, our Directors do not propose to exercise the Repurchase Mandate to such an extent as would have a material adverse effect on our working capital or gearing position.

Our Directors have undertaken to the Stock Exchange to exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws in the British Virgin Islands.

We have not made any repurchases of our Shares in the previous six months.

B. FURTHER INFORMATION ABOUT OUR BUSINESS**1. Summary of material contract**

The following is a contract (not being a contract entered into in the ordinary course of business) entered into by any member of our Group within the two years immediately preceding the date of this document that is or may be material:

- (a) the Hong Kong Underwriting Agreement.

2. Intellectual property rights

Save as disclosed below, as of the Latest Practicable Date, there were no other trademarks, service marks, patents, intellectual property rights, or industrial property rights which are or may be material in relation to our business.


Trademarks registered in China

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

No.	Trademark	Registered Owner	Place of Registration	Class	Registered number	Expiry date
1.		Beijing Pizzavest Fast Food Co., Ltd., Shanghai Pizzavest Fast Food Co., Ltd. (北京達美樂比薩餅有限公司、上海達美樂比薩有限公司)	China	30	13517166	2025.02.06

Trademarks licensed to use in China

As at the Latest Practicable Date, we have been licensed to use the following trademarks in China which we consider to be or may be material to our business:

No.	Trademark	Place of Registration	Class	Registered number	Expiry date
1.		China	30	9672969	2032.08.13
2.		China	30	531211	2030.10.19

No.	Trademark	Place of Registration	Class	Registered number	Expiry date
3.		China	43	9672970	2032.08.06
4.	达美乐	China	29	7993733	2024.07.13
5.	达美乐	China	35	7993732	2024.01.20
6.	达美乐	China	35	8977573	2024.01.13
7.	达美乐	China	39	7993731	2031.02.27
8.		China	43	9672968	2032.08.06
9.		China	30	822991	2026.03.13
10.		China	42	1147779	2028.01.27
11.	DOMINO'S PIZZA	China	29	7993751	2031.07.06
12.		China	35	8977574	2025.08.27
13.	DOMINO'S PIZZA	China	35	7993735	2023.02.27
14.	DOMINO'S PIZZA	China	39	7993734	2031.03.27
15.		China	30	9672971	2032.08.13
16.		China	30, 35, 43	85635734	2032.06.18

Copyrights

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

No.	Copyright	Version	Registration number	Registration date
1.	Domino's ordering system (for iOS)	3.0.0	Ruan Zhu Deng Zi No. 7034010	March 1, 2021
2.	Domino's ordering mini program	3.0.0	Ruan Zhu Deng Zi No. 6891888	January 29, 2021
3.	Domino's baby kitchen system	3.0.0	Ruan Zhu Deng Zi No. 6891890	January 29, 2021
4.	Domino's member points mall system	3.0.0	Ruan Zhu Deng Zi No. 6889948	January 29, 2021
5.	Domino's financial reconciliation system	3.0.0	Ruan Zhu Deng Zi No. 6892282	January 29, 2021
6.	Domino's ordering system (for WEB)	3.0.0	Ruan Zhu Deng Zi No. 6892285	January 29, 2021
7.	Domino's message center management system	3.0.0	Ruan Zhu Deng Zi No. 6892283	January 29, 2021
8.	Domino's ordering system (for WeChat)	3.0.0	Ruan Zhu Deng Zi No. 6891889	January 29, 2021
9.	Domino's member management system	3.0.0	Ruan Zhu Deng Zi No. 6892284	January 29, 2021
10.	Domino's customer management system	3.0.0	Ruan Zhu Deng Zi No. 7183183	March 29, 2021
11.	Domino's electronic invoice system	3.0.0	Ruan Zhu Deng Zi No. 7183209	March 29, 2021
12.	Domino's 3PP order management system	3.0.0	Ruan Zhu Deng Zi No. 7155635	March 23, 2021
13.	Domino's raffle system	3.0.0	Ruan Zhu Deng Zi No. 7155634	March 23, 2021
14.	Domino's store marketing system	3.0.0	Ruan Zhu Deng Zi No. 7155654	March 23, 2021
15.	Domino's middle platform system	3.0.0	Ruan Zhu Deng Zi No. 7155752	March 23, 2021
16.	Domino's ordering system (for Android)	3.0.0	Ruan Zhu Deng Zi No. 7686039	June 29, 2021

Patents

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

No.	Patent	Applicant	Application Number	Application date
1.	Serving Basket	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	ZL202030233992.9	May 20, 2020

Domain names

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

No.	Domain name	Registered owner	Expiry date
1.	dashdpc.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	September 2, 2024
2.	dpcdash.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	August 31, 2024
3.	dominospizzadiy.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	April 26, 2027
4.	dominospizzachina.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	March 26, 2027
5.	4001597597.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	February 28, 2027
6.	4008597597.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	November 18, 2027
7.	dominos.com.cn	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	October 22, 2029

C. FURTHER INFORMATION ABOUT OUR DIRECTORS**1. Particulars of Directors' service contracts and appointment letters***Executive Directors*

Our executive Director entered into a service contract with our Company on November 23, 2022. The term of appointment shall be for an initial term of three years from the Listing Date or until the third annual general meeting of our Company after the Listing Date, whichever is sooner (subject to retirement as and when required under the Articles of Association). Either party may terminate the agreement by giving not less than three months' written notice. No director's fee is payable to our executive Director under the service contract.

Non-executive Directors

Each of our non-executive Directors entered into an appointment letter with our Company on November 23, 2022. The term of appointment shall be for an initial term of three years from the Listing Date or until the third annual general meeting of our Company after the Listing Date, whichever is sooner (subject to retirement as and when required under the Articles of Association). Either party may terminate the agreement by giving not less than three months' written notice. Each of the non-executive Directors may receive compensation to be determined by the Board and the Remuneration Committee of the Board from time to time.

Independent non-executive Directors

Each of our independent non-executive Directors entered into an appointment letter with our Company on November 23, 2022. The term of appointment shall be for an initial term of three years from the Listing Date or until the third annual general meeting of our Company after the Listing Date, whichever is sooner (subject to retirement as and when required under the Articles of Association). Either party may terminate the agreement by giving not less than three months' written notice. Each of the independent non-executive Directors may receive compensation to be determined by the Board and the Remuneration Committee of the Board from time to time.

2. Remuneration of Directors

- (a) Save as disclosed above, none of our Directors has or is proposed to have a service contract with any member of our Group other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).

- (b) The aggregate amount of remuneration paid and benefits in kind granted to our Directors by our Group in respect of for each of the years ended December 31, 2019, 2020 and 2021 and for the six months ended June 30, 2022 was approximately RMB16.6 million, RMB28.9 million, RMB60.0 million and RMB28.6 million, respectively.
- (c) Under the arrangements currently in force, the aggregate amount of remuneration (excluding any discretionary bonus which may be paid) payable by our Group to our Directors for the financial year ending December 31, 2022 is expected to be approximately RMB14.1 million.

3. Disclosure of interests

Interests and short positions of our Directors in the shares of our Company or our associated corporations following completion of the Global Offering

Immediately following completion of the Global Offering, the interests or short positions of our Directors and chief executives 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 have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he/she is taken or deemed to have under such provisions of the SFO), or which will be required, pursuant to section 352 of the SFO, to be 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' contained in the Listing Rules, to be notified to our Company and the Stock Exchange are set out below:

Name of director	Nature of interest	Number of Shares	Approximate percentage of interest in our Company immediately after the Global Offering ⁽¹⁾
Aileen Wang	Beneficial owner	2,284,018 (L) ⁽²⁾	1.80%
	Interest in controlled corporation/founder of a discretionary trust	999,698 (L) ⁽³⁾	0.79%
Frank Paul Krasovec	Beneficial owner	2,625,607 (L) ⁽⁴⁾	2.07%
	Interest in controlled corporation	128,452 (L) ⁽⁵⁾	0.10%

Name of director	Nature of interest	Number of Shares	Approximate percentage of interest in our Company immediately after the Global Offering ⁽¹⁾
James Leslie Marshall	Beneficial owner	32,373 (L) ⁽⁶⁾	0.03%
	Interest in controlled corporations	43,094,901 (L) ⁽⁷⁾	33.95%
Zohar Ziv	Beneficial owner	921,791 (L) ⁽⁴⁾	0.73%
Matthew James Ridgwell	Beneficial owner	476,985 (L) ⁽⁴⁾	0.38%
David Brian Barr	Beneficial owner	500,637 (L) ⁽⁴⁾	0.39%
Samuel Chun Kong Shih	Beneficial owner	66,454 (L) ⁽⁴⁾	0.05%
Lihong Wang	Interest of spouse	124,536(L) ⁽⁸⁾	0.10%
	Beneficial owner	44,475 (L) ⁽⁴⁾	0.04%

Notes:

- (1) Assuming the Over-allotment Option is not exercised and no Shares are issued under the Share Incentive Plans.
- (2) Represents the 250,012 Shares underlying the RSUs granted to Ms. Wang under the 2021 Plan and the 2,034,006 Shares underlying the options granted to Ms. Wang under the 2022 Pre-IPO Plan.
- (3) These Shares are held by Molybdenite Holding Limited, a company incorporated in the BVI and majority-controlled by the family trust of Ms. Wang, of which Ms. Wang is the controller, through wholly owned companies of the trust. The remaining interest in Molybdenite Holding Limited is directly held by Ms. Wang.
- (4) Including 21,582 Shares underlying the RSUs granted to each of Mr. Krasovec, Mr. Ziv, Mr. Ridgwell, Mr. Barr, Mr. Shih and Ms. Lihong Wang under the 2021 Plan.
- (5) Represents Shares held by FPK Dash, LLC, which a company controlled by Mr. Krasovec.
- (6) Represents the Shares underlying the RSUs granted to Mr. Marshall under the 2021 Plan.
- (7) Represents Shares held by Good Taste Limited, which is wholly-owned by Ocean Investments Limited, the entire interest of which is in turn wholly-owned and managed by a corporate trustee (the “Trustee”) for the benefit of a discretionary (irrevocable) family trust in which, Mr. Marshall is the protector, a named person in its discretionary class of beneficiaries and one of the directors of the Trustee. Mr. Marshall as the protector of the trust has various powers and rights pursuant to the terms of the relevant trust deed including, without limitation, the power to appoint or remove the trustee as well as the right to direct the trustee to exercise the voting or other rights attached to any securities of Ocean Investments Limited, the 100% parent of Good Taste Limited. Mr. Marshall is however not the settlor of the irrevocable trust, and the settlor of the trust does not have control over, or interests, in the assets of the trust. Ms. Michelle Li Ming Marshall is the spouse of Mr. Marshall.
- (8) Ms. Laura Christine Tong, the spouse of Mr. Shih, holds 124,536 Shares. Mr. Shih is deemed to be interested in the Shares held by Ms. Tong.

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

For information, so far as is known to our Directors or chief executive, of each person, other than our Director or chief executive, who immediately following completion of the Global Offering will have an interest or short position in the 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 the SFO, or, is, directly or indirectly, interested in 10% or more of the issued voting shares of any other member of our Group, see “Substantial shareholders”.

D. SHARE INCENTIVE PLANS AND BONUS PLANS

The success of our Group has been driven by the leadership of our CEO and our senior management team who together have led the rapid expansion of our store network and the growth in our business since 2018. In order to continue to incentivize and reward our CEO and senior management team in an industry where there is a competitive market for talent, we have adopted an incentive compensation program comprising both a cash and an equity-based component which we believe will provide both a short-term and a long-term incentive to our CEO and senior management team and ensure an alignment of their interests with those of our Group and our Shareholders. Details of the 2021 Plan, the 2022 Pre-IPO Plan, the 2022 First Share Incentive Plan and the 2022 Second Share Incentive Plan (which are equity-based incentive plans) and the Cash Bonus Plan and the Share Appreciation Bonus Plan (which are cash based incentive plans) are set out below.

1. The 2021 Plan*Summary*

The following is a summary of the principal terms of the 2021 Plan of the Company as approved and adopted by our Board on January 1, 2021. The 2021 Plan does not involve the grant of any share options after Listing and is not subject to the provisions of Chapter 17 of the Listing Rules.

(a) Purpose

The purpose of the 2021 Plan is to promote the success and enhance the value of the Company by providing a means through which the Company may grant equity-based incentives to attract, motivate, retain and reward certain employees, to facilitate cash mobility of the Company and to align the interests of the employees with the Shareholders.

(b) Participants

Those eligible to participate in the 2021 Plan include directors, employees and consultants of the Company or any subsidiary of the Company (the “**Participants**”). The Committee (as defined below) may, subject to specific designation in the 2021 Plan, designate Participants to receive restricted share units (“**RSUs**”) or other types of award approved by the Committee (the “**Award**”).

(c) *Maximum number of Shares*

The maximum aggregate number of Shares under the 2021 Plan which may be issued is 7,000,000 ordinary shares.

(d) *Administration*

The 2021 Plan shall be administered by the Board or a committee of one or more members of the Board and/or one or more executive officers of the Company (the “**Committee**”).

In relation to the 2021 Plan, subject to any specific designation thereunder, the Committee shall have the exclusive power, authority and discretion to:

- (i) designate Participants to receive Awards;
- (ii) determine the type or types of Awards to be granted to each Participant;
- (iii) determine the number of Awards to be granted and the number of Shares to which an Award will relate;
- (iv) determine the terms and conditions of any Award granted pursuant to the 2021 Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;
- (v) determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;
- (vi) prescribe the form of each Award Agreement (as defined in sub-paragraph (e) below), which need not be identical for each Participant;
- (vii) decide all other matters that must be determined in connection with an Award;
- (viii) establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the 2021 Plan;
- (ix) interpret the terms of, and any matter arising pursuant to, the 2021 Plan or any Award Agreement;

- (x) amend the terms and conditions of Award Agreements; and
- (xi) make all other decisions and determinations that may be required pursuant to the 2021 Plan or as the Committee deems necessary or advisable to administer the 2021 Plan, including design and adopt from time to time new types of Awards that are in compliance with applicable laws.

(e) *Grant of Awards*

The Committee is authorized to grant Awards in the form of restricted share units or other types of award approved by the Committee to Participants in accordance with the terms of the 2021 Plan. Awards granted will be evidenced by a written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium (“**Award Agreement**”) between the Company and the grantee.

(f) *Term of the 2021 Plan*

The 2021 Plan commenced on January 1, 2021 and shall continue in effect for a term of 10 years unless sooner terminated under the terms of the 2021 Plan.

(g) *Restricted Share Units*

(i) Form and Timing of Payment

At the time of grant, the Committee shall specify the date or dates on which the restricted share units shall become fully vested and nonforfeitable. Upon vesting, the Committee, in its sole discretion, may pay restricted share units in the form of cash, Shares or a combination thereof.

(ii) Forfeiture or Repurchase

Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, restricted share units that are at that time unvested shall be forfeited or repurchased in accordance with the Award Agreement; provided, however, the Committee may (a) provide in any Award Agreement that restrictions or forfeiture and repurchase conditions relating to the restricted share units will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to the restricted share units.

(iii) Limits on Transfer

Unless otherwise expressly agreed by the Board or the Committee in writing, by applicable law and by the Award Agreement, as the same may be amended: (a) all Awards are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge; (b) Awards will be exercised only by the Participant; and (c) amounts payable or shares issuable pursuant to an Award will be delivered only to (or for the account of), and, in the case of Shares, registered in the name of, the Participant. In addition, the shares shall be subject to the restrictions set forth in the applicable Award Agreement. Subject to applicable laws, the Company shall also have the right, but not the obligation, to repurchase from the Participant all the Shares acquired upon vesting of the restricted share units at a reasonable fair market value determined in good faith by the Board or the Committee in accordance with the Award Agreement.

(h) *Adjustments*

In the event of any dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the shares of Shares or the share price of a Share, the Committee shall make such proportionate adjustments, if any, as the Committee in its discretion may deem appropriate to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the 2021 Plan (including, but not limited to, adjustments of the limitations set out in the 2021 Plan); (b) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (c) the grant or exercise price per share for any outstanding Awards under the 2021 Plan.

(i) *Amendment, Modification, and Termination*

The Board may at any time and from time to time terminate, amend or modify the 2021 Plan, provided, however, that (a) to the extent necessary and desirable to comply with applicable laws or stock exchange rules, the Company shall obtain shareholder approval of any 2021 Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice, and (b) unless the Company decides to follow home country practice, shareholder approval is required for any amendment to the 2021 Plan that increases the number of Shares available under the 2021 Plan (other than any adjustment as set out in sub-paragraph (j) above) or permits the Committee to extend the term of the 2021 Plan.

RSUs granted under the 2021 Plan

As of the Latest Practicable Date, the number of underlying Shares pursuant to the outstanding RSUs granted under the 2021 Plan amounted to 1,218,345 Shares, representing approximately 0.96% of the issued Shares immediately following the completion of the Global Offering. Of the 1,218,345 RSUs, none have vested as of the Latest Practicable Date.

The table below shows the details of the outstanding RSUs granted under the 2021 Plan as of the Latest Practicable Date:

Grantees	Date of grant	Vesting Period	Number of Shares underlying the RSUs	Approximate % of issued Shares immediately after completion of the Global Offering
Aileen Wang	April 30, 2022	Within one year after Listing ⁽¹⁾	250,012	0.20%
Frank Paul Krasovec	July 7, 2022	1 year	21,582	0.02%
James Leslie Marshall	July 7, 2022	1 year	32,373	0.03%
Zohar Ziv	July 7, 2022	1 year	21,582	0.02%
Matthew James Ridgwell	July 7, 2022	1 year	21,582	0.02%
David Brian Barr	July 7, 2022	1 year	21,582	0.02%
Samuel Chun Kong Shih	July 7, 2022	1 year	21,582	0.02%
Lihong Wang	July 7, 2022	1 year	21,582	0.02%
3 other grantees (who are not Directors)	April 30, 2022	From within 6 months after Listing to 47 months	806,468	0.64%
		Total:	1,218,345	0.96%

Note:

(1) Any Shares vested shall be subject to a lock-up until the first anniversary of the Listing Date.

2. The 2022 Pre-IPO Plan

Summary

The following is a summary of the principal terms of the 2022 Pre-IPO Plan of the Company as approved and adopted by our Board on September 9, 2022. The 2022 Pre-IPO Plan does not involve the grant of any share options or awards after Listing and is not subject to the provisions of Chapter 17 of the Listing Rules.

(a) *Purpose*

The purpose of the 2022 Pre-IPO Plan is to promote the success and enhance the value of the Company by linking the personal interests of the directors, employees, and consultants to those of the Company's shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to the Company's shareholders.

(b) *Participants*

Those eligible to participate in the 2022 Pre-IPO Plan include directors, employees and consultants of the Company or any subsidiary of the Company (the "**Participants**"). The Committee (as defined below) may, subject to specific designation in the 2022 Pre-IPO Plan, designate Participants to receive share options or other types of award approved by the Committee (the "**Award**").

(c) *Maximum number of Shares*

The maximum aggregate number of Shares under the 2022 Pre-IPO Plan which may be issued is 8,000,000 Shares.

(d) *Administration*

The 2022 Pre-IPO Plan shall be administered by the Board or a committee of one or more members of the Board and/or one or more executive officers of the Company (the "**Committee**").

In relation to the 2022 Pre-IPO Plan, subject to any specific designation thereunder, the Committee shall have the exclusive power, authority and discretion to:

- (i) designate Participants to receive Awards;
- (ii) determine the type or types of Awards to be granted to each Participant;
- (iii) determine the number of Awards to be granted and the number of Shares to which an Award will relate;
- (iv) determine the terms and conditions of any Award granted pursuant to the 2022 Pre-IPO Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;

- (v) determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;
- (vi) prescribe the form of each Award Agreement (as defined in sub-paragraph (e) below), which need not be identical for each Participant;
- (vii) decide all other matters that must be determined in connection with an Award;
- (viii) establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the 2022 Pre-IPO Plan;
- (ix) interpret the terms of, and any matter arising pursuant to, the 2022 Pre-IPO Plan or any Award Agreement;
- (x) amend the terms and conditions of Award Agreements; and
- (xi) make all other decisions and determinations that may be required pursuant to the 2022 Pre-IPO Plan or as the Committee deems necessary or advisable to administer the 2022 Pre-IPO Plan, including design and adopt from time to time new types of Awards that are in compliance with applicable laws.

(e) Grant of Awards

The Committee is authorized to grant Awards in the form of share options or other types of award approved by the Committee to Participants in accordance with the terms of the 2022 Pre-IPO Plan. Awards granted will be evidenced by a written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium (“**Award Agreement**”) between the Company and the grantee.

(f) Term of the 2022 Pre-IPO Plan

The 2022 Pre-IPO Plan commenced on September 9, 2022 and shall continue in effect for a term of 10 years unless sooner terminated under the terms of the 2022 Pre-IPO Plan.

(g) Options

The exercise price per Share subject to an option shall be determined by the Committee and set forth in the Award Agreement which may be a fixed price related to the fair market value of the Shares. The exercise price per Share subject to an option may be amended or adjusted in the absolute discretion of the Committee, the determination of which shall be final, binding and conclusive. The Committee shall determine the methods by which the exercise price of an option may be paid.

The Committee shall determine the time or times at which an option may be exercised in whole or in part, including exercise prior to vesting; provided that the exercise term of any option granted under the plan shall not exceed ten years, except as otherwise determined by the Committee. The Committee shall also determine any conditions, if any, that must be satisfied before all or part of an option may be exercised.

(h) Adjustments

In the event of any dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the shares of Shares or the share price of a Share, the Committee shall make such proportionate adjustments, if any, as the Committee in its discretion may deem appropriate to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the 2022 Pre-IPO Plan (including, but not limited to, adjustments of the limitations set out in the 2022 Pre-IPO Plan); (b) the terms and conditions of any outstanding Awards; and (c) the grant or exercise price per share for any outstanding Awards under the 2022 Pre-IPO Plan.

(i) Amendment, Modification, and Termination

The Board may at any time and from time to time terminate, amend or modify the 2022 Pre-IPO Plan, provided, however, that (a) to the extent necessary and desirable to comply with applicable laws or stock exchange rules, the Company shall obtain shareholder approval of any 2022 Pre-IPO Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice, and (b) unless the Company decides to follow home country practice, shareholder approval is required for any amendment to the 2022 Pre-IPO Plan that increases the number of Shares available under the 2022 Pre-IPO Plan (other than any adjustment as set out in sub-paragraph (j) above) or permits the Committee to extend the term of the 2022 Pre-IPO Plan.

Awards Granted under the 2022 Pre-IPO Plan

As of the date of this document, the number of underlying Shares pursuant to the outstanding options granted under the 2022 Pre-IPO Plan amounted to 6,658,379 Shares, representing approximately 5.24% of the issued Shares immediately following the completion of the Global Offering. The 6,658,379 options are held by 45 grantees, including Directors, senior management and other employees of the Group. The Company will not grant further options under the 2022 Pre-IPO Plan after the Listing.

The exercise price of the options under the 2022 Pre-IPO Plan is equal to the final Offer Price. No consideration was payable by the grantees for the grant of options under the 2022 Pre-IPO Plan. As of the date of this document, no option has been exercised.

Assuming full issuance of Shares pursuant to all the outstanding options granted under the 2022 Pre-IPO Plan, the shareholding of our Shareholders immediately following completion of the Global Offering will be diluted by approximately 4.98% and the dilutive effect on our earnings per Share would be approximately 4.98%.

The table below shows the details of the outstanding options as of the date of this document:

Name	Position	Address	Number of Shares underlying Options outstanding	Exercise Price (per Share)	Date of Grant	Vesting Period ⁽¹⁾	Approximate percentage of issued Shares immediately after completion of Global Offering
Yi Wang	chief executive officer, executive director	Room 801, No. 2 Lane 515 Liuying Road, Zhabei District, Shanghai, PRC	2,034,006	final Offer Price	Nov 10, 2022	4 years	1.60%
Ting Wu	chief financial officer	Flat A 3/F Verdant Court (Tower 3), Peninsula Villa, Discovery Bay City, Hong Kong	269,207	final Offer Price	Nov 10, 2022	4 years	0.21%
Jun Zhong	chief operating officer	1A41C, Xiangshan Meishu Yunsong (Phase 5), Overseas Chinese Town, Nanshan District, Shenzhen, Guangdong, PRC	538,413	final Offer Price	Nov 10, 2022	4 years	0.42%
Xinyi Xu	chief performance officer	Room 1103, No.85 Lane 99, Zhongtan Road, Putuo District, Shanghai, PRC	538,413	final Offer Price	Nov 10, 2022	4 years	0.42%
Yujing Wang	chief marketing officer	Room 1302, No.7 Lane 238, Baise Road, Xuhui District, Shanghai, PRC	538,413	final Offer Price	Nov 10, 2022	4 years	0.42%
Li Huo	vice president	7-33-301, Fufangyuan, Wanliu Village Avenue, Hebei District, Tianjin, PRC	191,436	final Offer Price	Nov 10, 2022	4 years	0.15%
Li Yao	general manager	Room 202, No.19, Lane 211, Wanke Four Season Flower City, Zhentai Road, Baoshan District, Shanghai, PRC	191,436	final Offer Price	Nov 10, 2022	4 years	0.15%
Qiuguo Jiang	general manager	2703, Building 4, Yue Xiu Xing Hui Ming Ting Tian Xuan, Jiangqiao Road, Pengjiang District, Jiangmen, PRC	191,436	final Offer Price	Nov 18, 2022	4 years	0.15%
Huabin Lin	general manager	Room 403, Building 129, Bao Li Kang Qiao Peninsula, Jinjiao Road, Jiangcheng District, Yangjiang, Guangdong, PRC	191,436	final Offer Price	Nov 18, 2022	4 years	0.15%

Name	Position	Address	Number of Shares underlying Options outstanding	Exercise Price (per Share)	Date of Grant	Vesting Period ⁽¹⁾	Approximate percentage of issued Shares immediately after completion of Global Offering
Jiazhen Fang	senior department director	479-13-201, Wuwei East Road, Putuo District, PRC	119,647	final Offer Price	Nov 18, 2022	4 years	0.09%
Jie Gong	senior department director	Room 102, No.13 Lane 727, Yanchang Middle Road, Jing'an District, Shanghai, PRC	119,647	final Offer Price	Nov 18, 2022	4 years	0.09%
Yu, Chu-Hui	senior department director	501, Building 28, Aijianyuan, Lane 100, Tianlin East Road, Shanghai, PRC	119,647	final Offer Price	Nov 18, 2022	4 years	0.09%
Lai Yuk Ming	senior department director	Room 501, No.394 Lane 8888, Zhongchun Road, Minhang District, Shanghai, PRC	119,647	final Offer Price	Nov 18, 2022	4 years	0.09%
Ying Yu	senior department director	Room 1205, No. 8 Lane 180, Tianyaoqiao Road, Xuhui District, Shanghai, PRC	119,647	final Offer Price	Nov 10, 2022	4 years	0.09%
Lingxuan Fan	department director	Room 302, No. 98 Lane 538, Fuyuan Road, Baoshan District, Shanghai, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Tseng, Wei-Hsiang	department director	Room 702, No. 4 Lane 179, Maweishan Road, Sheshan Town, Songjiang District, Shanghai, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Bin Sun	department director	Room 202, No. 4 Lane 369, Feihong Road, Hongkou District, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Yanqing Ji	department director	No. 18, Gate 2, Building 1, Guanyuan, Xicheng, Beijing, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Yizheng Wang	department director	Room 302, Building 20, Lane 1000, Xinhuan West Road, Pudong New Area, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Jinhua Lin	department director	Room 2104, Unit 1, Building 1, Huachen Huabanli, Zhongkai, Huizhou City, Guangdong, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Zhenghua Pan	department director	No. 11 Lane 4333, Haima Road, Bay Tourism Zone, Fengxian District, Shanghai, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Yanwen Meng	department director	Room 101, No. 9 Lane 858, Pusan Road, Pudong New Area, Shanghai, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%

Name	Position	Address	Number of Shares underlying Options outstanding	Exercise Price (per Share)	Date of Grant	Vesting Period ⁽¹⁾	Approximate percentage of issued Shares immediately after completion of Global Offering
Hesheng Chen	department director	Room 18A, Building 18, Phase 2, Houhai Azure Coast, Nanshan District, Shenzhen City, Guangdong Province, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Minpan Luo	department director	Room 1301, Anhe Business Building, No. 136 Yingbin Avenue, Huadu District, Guangzhou, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Bingchuang Sun	department director	No. 302, Gate 1, Building 30, Huaxi Garden, No. 9, Xiangjiang Street, Zhouliang Street, Baodi District, Tianjin, PRC	59,824	final Offer Price	Nov 21, 2022	4 years	0.05%
Yingchun Yang	associate department director	No. 9, Building 2, Lane 555, Chemical Road, Songjiang District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Zhidong Wang	associate department director	Room 502, Unit 3, Building 10, Oasis Homeland, Fengtai District, Beijing, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Jin Liu	associate department director	Room 901, No. 3 Lane 398, Changjiang West Road, Baoshan District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Guohua Li	associate department director	Room 2001, No. 8 Lane 201, Kangfeng Road, Malu Town, Jiading District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Yue Lin	associate department director	Room 1004, No. 23 Lane 855, Zhulu West Road, Xujing Town, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Wanwen Su	associate department director	Room 602, No. 28 Lane 61, Linyi Road, Pudong New Area, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Zhibin Yang	associate department director	Room 1204, No. 28 Lane 910, Zhongshan West Road, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Ning Lu	associate department director	Room 402, No. 64 Lane 748, Zhuanxing Road, Minhang District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Weibing Lai	associate department director	Room 1604, Building 5, Yueshanyuan, Shangcheng, Jindi Park, Yongning Street, Zengcheng, Guangzhou, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%

Name	Position	Address	Number of Shares underlying Options outstanding	Exercise Price (per Share)	Date of Grant	Vesting Period ⁽¹⁾	Approximate percentage of issued Shares immediately after completion of Global Offering
Lili Rui	associate department director	Room 402, No. 5 Lane 1888, Kaixuan North Road, Putuo District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Ying Pang	associate department director	Room 101, No. 48, District 12, Lane 1467, Caobao Road, Minhang District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Min Liu	associate department director	Room 601, No. 12 Lane 79, Dehua Road, Nanxiang Town, Jiading District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Yuanyuan Zhang	associate department director	Room 70-602, Spain Mingyuan, Lane 1980, Luoxiu Road, Minhang District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Yueming Li	associate department director	Room 1602, No. 1, Lane 555, Guangyan Road, Jing'an District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Miao Nie	associate department director	Room 206, No. 2, Lane 50, Binyang Road, Xuhui District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Yidong Shen	associate department director	Room 202, No. 19, Lane 999, Zhenhua Road, Baoshan District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Shengbin Lu	associate department director	Room 1404, Building 1, Shaanxuan, Yuelong Bay, Pengjiang District, Jiangmen City, Guangdong, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Yingbin Kan	associate department director	2-2-206, Dazhigu Backstage, Hedong District, Tianjin, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Yushan Chen	associate department director	Room 104, No. 3, Xinsong 3rd Village, Minhang District, Shanghai, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Hongju Song	associate department director	Room 201, Gate 1, No. 6, Meiyuan A, Malianwa, Haidian District, Beijing, PRC	35,894	final Offer Price	Nov 21, 2022	4 years	0.03%
Total:	45 grantees		6,658,379				5.18%

Note:

- (1) The vesting period shall commence on the Listing Date. The exercise period of the options granted shall commence from the date on which the relevant options become vested and end on the 10th anniversary of the grant date, subject to the terms of the 2022 Pre-IPO Plan and the option award agreement signed by the grantee.

3. Cash Bonus Plan and Share Appreciation Bonus Plan

On November 15, 2022, the Board approved the adoption of (1) a one-off IPO cash bonus plan (the “**Cash Bonus Plan**”) for 12 existing senior management and other key employees of the Group, and (2) a one-off share appreciation linked bonus plan for our CEO (the “**Share Appreciation Bonus Plan**”) (together, the “**Bonus Plans**”). The Bonus Plans will be implemented only if the Global Offering is completed.

The Bonus Plans are cash-based plans which aim to reward individual performance for their past contribution to the growth of our business and their contribution to the success of the Global Offering and (in the case of the Share Appreciation Bonus Plan) our CEO’s continued contribution in increasing the market value of the Company following the Listing.

Cash Bonus Plan

Pursuant to the Cash Bonus Plan, we will pay a one-off cash bonus to up to 12 of our existing senior management and other key employees (the “**Cash Bonus Grantees**”). Most of these existing senior management and key employees have worked with the Company for more than five years. The total amount of the cash bonus will be between approximately US\$2.3 million and US\$3.0 million, of which no more than US\$2 million will be paid within six months after the Listing Date and the remaining balance will be paid after the end of six months after the Listing Date, subject to the Cash Bonus Grantees’ continued employment with the Group at the time of payment of such amounts. The final cash bonus amount will be determined when the final Offer Price has been determined and the total expenses of Cash Bonus Plan would be recognized over the above service period.

Share Appreciation Bonus Plan

Pursuant to the Share Appreciation Bonus Plan, we will pay an additional one-off cash bonus payment to our CEO one year after the Listing Date based on the market capitalization of the Company at the Listing and the incremental market value created following the Listing. The payment is calculated based on 0.5% of the Company’s post-money IPO equity valuation at Listing and adjusted upward or downward by 0.8% of the increase or decrease of the Company’s market capitalization based on the average closing share price in the five trading days immediately prior to the first anniversary of the Listing Date, subject to a floor of zero. The payment will be paid within 60 days after the first anniversary of the Listing Date. The Share Appreciation Bonus Plan is also subject to the CEO’s continued employment with the Company for at least 12 months after the Listing. The total expenses of the Share Appreciation Bonus Plan, which would be subject to the change of fair market value of the Group, would be recognized over the above service period.

4. The 2022 First Share Incentive Plan

The following is a summary of the principal terms of the 2022 First Share Incentive Plan conditionally adopted by our Shareholders by way of a written resolution passed on November 29, 2022 and which shall take effect from the Listing Date. The terms of the 2022 First Share Incentive Plan will be governed by Chapter 17 of the Listing Rules (including the amendments thereto which will take effect on January 1, 2023).

(a) Purpose of the 2022 First Share Incentive Plan

The purpose of the 2022 First Share Incentive Plan is to provide the Company with a flexible means of remunerating, incentivizing, retaining, rewarding, compensating and/or providing benefits to eligible participants; to align the interests of eligible participants with those of the Company and Shareholders by providing such eligible participants with the opportunity to acquire shareholding interests in the Company; and to encourage eligible participants to contribute to the long-term growth and profitability of the Company and to enhance the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole.

(b) Eligible participants

Eligible participants include any person who is an employee (whether full-time or part-time), director or officer of any member of the Group, and any person who is an employee (whether full-time or part-time), director or officer of (i) a holding company of the Company, (ii) subsidiaries of the holding company other than members of the Group, or (iii) any company which is an associate of the Company. These types of eligible participants have the potential to contribute to the long-term growth and profitability of the Company and hence are in line with the purpose of the plan.

(c) Administration

The Board shall be responsible and have full authority for administering the plan in accordance with the rules of the plan. The authority to administer the Scheme may be delegated by the Board to a committee of the Board or to any other persons deemed appropriate at the sole discretion of the Board, including its powers to offer or grant Awards and to determine the terms and conditions of such Awards. The Company may establish a trust and appoint a trustee to hold Shares and other trust property under the trust for the purposes of implementing and administering the plan. Unless otherwise agreed between the Company and any trustee, the scheme administrator shall act on behalf of the Company to give instructions to and direct the trustee.

(d) Grant of Awards

The Board or scheme administrator may, from time to time, in their absolute discretion select any eligible participant to be a grantee and, subject to the rules of the plan, grant an award under the plan (“**Award**”) to such grantee during the scheme period. The nature, amount, terms and conditions of any such Award so granted shall be determined by the Board or scheme administrator in their sole and absolute discretion.

An Award may be take the form of: (i) an award which vests in the form of the right to subscribe for and/or be issued such number of Shares as the scheme administrator may determine at the issue price in accordance with the terms of the plan (“**Share Award**”); or (ii) an award which vests in the form of the right to subscribe for such number of Shares as the scheme administrator may determine during the exercise period at the exercise price in accordance with the terms of the plan (“**Share Option**”).

No Award shall be granted to any eligible participant in certain specified circumstances, including but not limited to:

- (i) in circumstances prohibited by the Listing Rules or at a time when the relevant eligible participant would be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or law;
- (ii) where the Company is in possession of any unpublished inside information in relation to the Company, until (and including) the trading day after such inside information has been announced;
- (iii) during the periods commencing one month immediately before the earlier of the date of the board meeting for approving the Company’s results for any year, half-year, quarterly or any other interim period and the deadline for the Company to announce such results, and ending on the date of the results announcement, provided that such period will also cover any period of delay in the publication of any results announcement;
- (iv) in circumstances which would result in a breach of the Scheme Limit, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon the Scheme Limit being refreshed or approval of Shareholders being otherwise obtained;
- (v) where such Award is to a connected person and under the Listing Rules requires the specific approval of Shareholders, until such approval of Shareholders is obtained, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon such specific shareholder approval being obtained,

and any such grant so made shall be null and void to the extent that it falls within the circumstances described above.

(e) *Maximum number of Shares*

The total number of Award Shares which may be issued pursuant to all Awards to be granted under the 2022 First Share Incentive Plan together with the number of Shares which may be issued pursuant to any awards to be granted under any other share schemes of the Company is 12,000,000 Shares, being approximately 9.45% (which is not more than 10%) of the Shares in issue on the Listing Date (the “**Scheme Mandate Limit**”). For the avoidance of doubt, Shares issued or to be issued pursuant to awards made under the 2021 Plan and the 2022 Pre-IPO Plan shall not be subject to the Scheme Mandate Limit. Shares which would have been issued pursuant to Awards which have lapsed in accordance with the terms of the plan (or the terms of any other share schemes of the Company) shall not be counted for the purpose of calculating the Scheme Mandate Limit.

The Company may refresh the Scheme Mandate Limit: (i) from the later of three years after the adoption date of the plan or three years after the date of the previous shareholder approval for refreshment of the Scheme Mandate Limit pursuant to the rules of the plan, with the prior approval of Shareholders in general meeting by way of ordinary resolution; or (ii) at any time, with the prior approval of the independent Shareholders in general meeting and subject to compliance with any additional requirements set out in the Listing Rules. The total number of Award Shares which may be issued in respect of all Awards to granted under the 2022 First Share Incentive Plan and all other schemes of the Company under the Scheme Mandate Limit as refreshed shall not exceed 10% of the Shares in issue as at the date of the approval to refresh the Scheme Mandate Limit by the Shareholders in general meeting. Awards already granted under the 2022 First Share Incentive Plan and any other share schemes of the Company (including those exercised, outstanding, cancelled or lapsed in accordance with its terms) shall not be counted for the purpose of calculating the number of Award Shares that may be issued under the Scheme Mandate Limit as refreshed.

The Company may seek separate approval of the Shareholders in general meeting to grant Awards beyond the Scheme Mandate Limit to eligible participants specifically identified by the Company, subject to compliance with the requirements set out in the Listing Rules.

(f) *Maximum entitlement of a grantee*

Unless approved by the Shareholders in the manner set out in the plan, the total number of Shares issued and to be issued upon exercise of Awards granted and to be granted under the 2022 First Share Incentive Plan and any other share schemes of the Company to each eligible participant (including both exercised and outstanding options) in any 12 month period shall not exceed 1% of the total number of Shares in issue. Any further grant of Awards to an eligible participant which would exceed this limit shall be subject to separate approval of the Shareholders in general meeting with the relevant eligible participant and their associates abstaining from voting.

Any grant of Awards to any Director, chief executive or substantial shareholder of the Company, or any of their respective associates, shall be subject to the prior approval of the remuneration committee of the Board (excluding any proposed recipient of the grant) and the independent non-executive Directors of the Company (excluding any proposed recipient of the grant). Where any grant of Share Awards (but not any grant of Share Options) to any Director (other than an independent non-executive Director) or chief executive of the Company would result in the Shares issued and to be issued in respect of all Awards granted (excluding any lapsed Awards) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue at the date of such grant, or where any grant of Awards to an independent non-executive director or substantial shareholder of the Company (or any of their respective associates) would result in the number of Shares issued and to be issued upon exercise of all Awards already granted (excluding any lapsed Awards) to such person in the 12 month period up to and including the date of such grant representing in aggregate over 0.1% of Shares in issue, such further grant of Awards must be approved by shareholders of the Company in general meeting in the manner required, and subject to the requirements set out, in the Listing Rules.

(g) Award Letter and terms of an Award

The Company shall, in respect of each Award, on the grant date issue a letter to each grantee setting out the terms and conditions of the Award (an “**Award Letter**”), which may include the number of Shares in respect of which the Award relates, the issue price or exercise price (as applicable), the vesting criteria and conditions, the vesting date, any minimum performance targets that must be achieved and any such other details as the scheme administrator may consider necessary, and requiring the grantee to undertake to hold the Award on the terms of the Award Letter and be bound by the provisions of the rules of the plan. To the extent that Awards shall be satisfied by way of issue and allotment of new Shares, the grant of such Awards shall be conditional upon the Listing Committee of the Stock Exchange having granted approval for the listing of, and permission to deal in, such Shares and the satisfaction of any other conditions as may be considered necessary or appropriate by the scheme administrator.

Amount payable on application or acceptance of an Award: The scheme administrator may determine the amount (if any) payable on application or acceptance of an Award and the period within which any such payments must be made, which amounts (if any) and periods shall be set out in the Award Letter.

Exercise price and exercise period of Share Options: The exercise price for Share Options shall be no less than the higher of: (i) the closing price of the Shares on the Stock Exchange on the grant date; and (ii) the average closing price of the Shares on the Stock Exchange for the five business days immediately preceding the grant date. The exercise period for Share Options shall be not longer than 10 years from the grant date. A Share Option shall lapse automatically and shall not be exercisable (to the extent not already exercised) on the expiry of the tenth anniversary from the grant date. The foregoing provisions relating to exercise price are in line with the requirements of the Stock Exchange and the purpose of the plan.

Issue price of Share Awards: The issue price for Share Awards shall be such price determined by the scheme administrator and notified to the grantee in the Award Letter. For the avoidance of doubt, the scheme administrator may determine the issue price to be nil. The foregoing provisions relating to exercise price are in line with the requirements of the Stock Exchange and the purpose of the plan.

Vesting period: The vesting date in respect of any Award shall be not less than 12 months from the grant date, provided that for employee participants the vesting date may be less than 12 months from the grant date (including on the grant date) in the following circumstances: (a) grants of “make whole” awards to new employee participants to replace share awards they forfeited when leaving their previous employers; (b) grants to an employee participant whose employment is terminated due to death or disability or event of force majeure; (c) grants of Awards which are subject to the fulfilment of performance targets; (d) grants of Awards the timing of which is determined by administrative or compliance requirements not connected with the performance of the relevant employee participant, in which case the vesting date may be adjusted to take account of the time from which the Award would have been granted if not for such administrative or compliance requirements; (e) grants of Awards with a mixed vesting schedule such that the Awards vest evenly over a period of 12 months; or (f) grants of Awards with a total vesting and holding period of more than 12 months.

Performance target: The scheme administrator may in respect of each Award and subject to all applicable laws, rules and regulations determine such performance targets or other criteria or conditions for vesting of Awards in its sole and absolute discretion. Where performance targets, criteria or conditions are to be specified in the relevant Award Letter, the scheme administrator may determine such targets, criteria or conditions based on, among other considerations: (i) for directors and members of senior management of the Company, business or financial milestones, transaction milestones, performance appraisal within a specified period reaching a desirable level, or the grantee’s anticipated future contribution to the Group (including with respect to their experience, expertise, insight, participation in specific projects, or achievement of specific work targets etc.), (ii) for other employee participants, performance appraisal within a specified period reaching a desirable level, or the grantee’s anticipated future contribution to the Group (including with respect to their experience, expertise, insight, participation in specific projects, or achievement of specific work targets etc.), and (iii) for related entity participants, the Grantee’s anticipated future contribution to the long-term development of the Group (including with respect to their experience, expertise, insight, participation in specific projects, or achievement of specific work targets or business collaboration targets etc.). The scheme administrator shall specify in the Award Letter the person(s) of the Company that will assess how and whether such targets, criteria or conditions are satisfied.

The Board and the remuneration committee of the Board believe that it is in the best interests of the Company to retain the flexibility to impose appropriate conditions in light of the particular circumstances of each grant, which would then be a more meaningful reward for each eligible participant’s contribution or potential contribution. It is considered that by having the flexibility of having a shorter vesting period than 12 months in appropriate circumstances,

the Group will be in a better position to attract and retain suitable eligible participants to continue serving the Group whilst at the same time providing them with incentive in achieving the goals of the Group, and thereby to achieve the purpose of the 2022 Share Incentive Plan. Further, by allowing the Company to require the eligible participant to achieve such performance targets as may be stipulated in the Award Letter on a case by case basis, the Company may be in a better position to incentivise suitable eligible participants to deliver high quality work or to complete specified projects or goals important to the Group, which is in line with the purpose of the 2022 First Incentive Plan. Where Awards are granted to directors or senior management of the Company with a vesting period shorter than 12 months, the views of the remuneration committee on why a shorter vesting period is appropriate, and where such Awards are without performance targets, the views of the remuneration committee on why performance targets are not necessary and how the grants align with the purpose of the plan, will be included in the announcement to be issued after any grant of Awards as required by the Listing Rules.

(h) Exercise or Vesting of Awards

Exercise/vesting of an Award

After the applicable vesting date for any Award:

- (i) Share Option may be exercised in whole or in part by the grantee giving notice in writing to the Company together with a remittance for the required exercise price. Within 10 business days after receipt of the notice and related remittance in full, the Company shall allot and issue to the grantee the relevant Award Shares; and
- (ii) for a Share Award, within 10 business days following the vesting date, subject to receipt in full of the aggregate issue price payable (if any), the Company shall allot and issue to the Grantee the relevant number of Award Shares.

Payment of exercise price or issue price

The scheme administrator shall determine the methods by which the exercise price or the issue price may be paid, such payment methods may include, without limitation: (i) cash or check denominated in any local currency as approved by the scheme administrator, (ii) deduction by the Company of such number of Award Shares with an aggregate fair market value on the day of exercise (in the case of Share Options) or vesting (in the case of Share Awards) equal to the aggregate exercise price or issue price payable, (iii) Shares held for such period of time as may be required by the scheme administrator in order to avoid adverse financial accounting consequences and having a fair market value on the day of exercise/vesting equal to the aggregate exercise price or issue price, (iv) the delivery of a notice that the grantee has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Share Option or the vesting of the Share Award, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the exercise price or issue price, provided that payment of such

proceeds is then made to the Company upon settlement of such sale, (v) other property acceptable to the scheme administrator with a fair market value equal to the aggregate exercise price or purchase price, or (vi) any combination of the foregoing, provided that: (A) in respect of methods (ii) and (iii), unless otherwise determined by the scheme administrator, the “fair market value” per Share shall be the higher of: the closing price of the Shares on the day of exercise/vesting, and the average closing price of the Shares for the five business days immediately preceding the day of exercise/vesting; (B) in respect of methods (ii) and (iii), Shares delivered by the grantee or deducted by the Company in payment of any exercise price or issue price may not be granted or awarded under the plan again; and (C) no grantee shall be permitted to pay any exercise price or issue price in any method which would violate the Listing Rules or any applicable laws and regulations.

Award Shares

The Award Shares to be allotted and issued under the plan shall be identical to all existing issued Shares and shall be allotted and issued subject to all the provisions of the articles of association of the Company for the time being in force and will rank *pari passu* with the other fully paid Shares in issue on the date the name of the grantee is registered on the register of members of the Company.

For the purposes of satisfying the issuance of Shares following the exercise/vesting of an Award, to the extent that, at the determination of the scheme administrator, it is not practicable for the grantee to receive Award Shares due to applicable legal or regulatory restrictions, the scheme administrator may sell on-market at prevailing market prices the number of Shares to be so issued and pay to the grantee the actual selling price of such Shares.

(i) Cancellation and lapse of Awards

Any Awards granted but not exercised may be cancelled by the scheme administrator at any time with the prior consent of the grantee. Issuance of new Awards to the same grantee whose Awards have been cancelled may only be made if there are unissued Awards available under the Scheme Mandate (excluding the Awards of the relevant grantee so cancelled) and in compliance with the terms of the plan.

Without prejudice to the authority of the scheme administrator to provide additional situations when an Award shall lapse in the Award Letter, an Award shall lapse automatically (to the extent not already vested and, where relevant, exercised) on the earliest: (a) the expiry of any applicable exercise period; (b) the date on which the Board makes a determination under the clawback clause of the plan; and (c) the expiry of any of the periods for exercising a Share Option due to ceasing to be an eligible participant; (d) the date on which the grantee commits a breach of transferability. The scheme administrator shall have the power to decide whether an Award shall lapse and its decision shall be binding and conclusive.

(j) Rights are personal to grantee

Awards shall be personal to the grantee to whom they are made and shall not be assignable or transferable, except in circumstances where the written consent of the Company has been obtained and a waiver has been granted by the Stock Exchange for such transfer in compliance with the requirements of the Listing Rules and provided that any such transferee agrees to be bound by rules of the plan as if the transferee were the grantee.

(k) Voting and dividend rights

Awards do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights. No grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award unless and until the Award Shares are issued or transferred to the grantee pursuant to the vesting/exercise of such Awards. Where vested Award Shares are held on trust for the Grantee by the plan's trustee, a grantee may give instructions to the trustee to exercise the voting rights in respect of those Award Shares pursuant to, and to the extent permitted by, the trust deed.

(l) Effects of alterations in the capital structure of the company

In the event of any alteration in the capital structure of the Company by way of a capitalisation issue, rights issue, sub-division or consolidation of shares or reduction of capital (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party) after the adoption date, the scheme administrator shall make such corresponding adjustments, if any, as it in its discretion may deem appropriate to reflect such change with respect to: (i) the number of Shares constituting the Scheme Mandate Limit, (ii) the number of Shares in each Award to the extent any Award has not been exercised, (iii) the exercise price of any Share Option or Issue Price of any Share Award, or any combination thereof, as the auditors or financial advisor have certified satisfy the relevant requirements of the Listing Rules and are, in their opinion, fair and reasonable either generally or as regards any particular grantee, provided always that (i) any such adjustments should give each grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that grantee was previously entitled prior to such adjustments, and (ii) no such adjustments shall be made which would result in a Share being issued at less than its nominal value.

(m) Ceasing to be an eligible participant

Clawback: In the event that (a) a grantee ceases to be an eligible participant by reason of the termination of his/her employment or contractual engagement with the Group or related entity for cause or without notice or with payment in lieu of notice; (b) a grantee has been convicted of a criminal offence involving his/her integrity or honesty; or (c) in the reasonable opinion of the Board, a grantee has engaged in serious misconduct or breaches the terms of the plan in any material respect, then the Board may make a determination at its absolute discretion that: (A) any Awards issued to that Grantee but not yet exercised shall immediately lapse,

regardless of whether such Awards have vested or not, (B) with respect to any Award Shares issued or transferred to that grantee, the grantee shall be required to transfer back to the Company or its nominee the equivalent number of Shares, or an amount in cash equal to the market value of such Shares, or a combination thereof, and/or (C) with respect to any Award Shares held by the trustee of the plan for the benefit of the grantee, those Award Shares shall no longer be held on trust for nor inure to the benefit of the grantee.

Retirement: If a grantee ceases to be an eligible participant by reason of his/her retirement: (i) any outstanding Awards not yet vested shall continue to vest in accordance with the vesting dates set out in the Award Letter, or such other period as the scheme administrator may determine at their sole discretion, and (ii) any vested Share Option may be exercised within the exercise period, failing which the Share Option shall lapse.

Death or permanent incapacity: If a grantee ceases to be an eligible participant by reason of death of the grantee, or the termination of his/her employment or contractual engagement with any member of the Group or related entity by reason of his/her permanent physical or mental disablement: (a) in the case of Share Options: any vested Share Option may be exercised within the exercise period by the personal representatives of the grantee. In the case where a grantee no longer has any legal capacity to exercise the Share Option, the vested Share Option may be exercised within that period by the persons charged with the duty of representing the Grantee under applicable laws. If the vested Share Option is not exercised within the time mentioned above, the Share Option shall lapse; and (b) in the case of Share Awards: any outstanding Share Awards not yet vested shall immediately vest, and the Company shall issue such number of Award Shares or pay the actual selling price pursuant to the vested Share Award to the legal personal representatives of the grantee or the persons charged with the duty of representing the grantee under applicable laws as soon as practicable following the death or incapacity of the grantee or, if the said issuance or payment would otherwise become bona vacantia, it shall be forfeited and shall lapse.

Bankruptcy: If a grantee is declared bankrupt or becomes insolvent or makes any arrangements or composition with his/her creditors generally, they shall cease to be an eligible participant under the plan and any Awards not yet vested and any outstanding Share Options not yet exercised shall immediately be forfeited and shall lapse, unless the scheme administrator determines otherwise at their absolute discretion.

Other reasons: If a grantee ceases to be an eligible participant for reasons other than those set out in the preceding provisions, (a) subject to the provisions of the clawback clause, a grantee may exercise any vested Share Options within 20 business days of such cessation or within the exercise period, whichever is the shorter, or such other period as the scheme administrator may decide in their sole discretion. If a Share Option is not exercised within the stipulated time, the Share Option shall be forfeited and shall lapse; and (b) any outstanding Awards not yet vested shall immediately be forfeited and shall lapse, unless the scheme administrator determines otherwise at their absolute discretion.

(n) Alteration of the rules of the plan or any Award

Subject to the below, the Board may amend any of the provisions of the plan or any Awards granted under the plan at any time and in any respect, provided that the terms of the plan or Awards so altered must comply with the relevant requirements of Chapter 17 of the Listing Rules.

No amendment shall be made to any provisions of the plan or any Awards to the extent that such amendment has a material adverse effect on any subsisting rights of any grantee at that date in respect of Awards already granted but not yet vested or lapsed or forfeited, without such grantee's consent, provided that no such consent shall be required if the scheme administrator determines that such amendment either: (i) is necessary or advisable in order for the Company, the plan or the Award to satisfy any applicable law or Listing Rules or to meet the requirements of, or avoid adverse consequences under, any accounting standard; or (ii) is not reasonably likely to diminish materially the benefits provided under such Award, or that any such diminishment has been adequately compensated.

The approval of the Shareholders in general meeting is required for any amendment or alteration to the terms of the plan which are of a material nature or to those provisions which relate to the matters set out in Rule 17.03 of the Listing Rules to the extent that such alteration or amendment operates to the advantage of eligible participants. Any change to the authority of the Board or the scheme administrator to alter the terms of the plan shall be subject to the approval of the Shareholders in general meeting.

Any amendment or alteration to the terms of any Award the grant of which was subject to the approval of a particular body shall be subject to approval by that same body, provided that this requirement does not apply where the relevant alteration takes effect automatically under existing terms of the plan. Without limiting the generality of the foregoing, any change in the terms of Awards granted to any grantee who is a director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by the Shareholders in general meeting in the manner required in the Listing Rules if the initial grant of the Awards requires such approval (except where the changes take effect automatically under the rules of the plan).

(o) Termination

The 2022 First Share Incentive Plan shall terminate on the earlier of: (a) the expiry of the scheme period, being the period of 10 years commencing on the adoption date and ending on the 10th anniversary of the adoption date of the plan; and (b) such date of early termination as determined by the Board, following which no further Awards will be offered or granted under the plan, provided that notwithstanding such termination, the plan and the rules thereof shall continue to be valid and effective to the extent necessary to give effect to the vesting and exercise of any Awards granted prior to the termination and such termination shall not affect any subsisting rights already granted to any grantee.

5. The 2022 Second Share Incentive Plan

The following is a summary of the principal terms of the 2022 Second Share Incentive Plan conditionally adopted by our Board by way of a written resolution passed on November 23, 2022 and which shall take effect from the Listing Date. The 2022 Second Share Incentive Plan is a share scheme funded by existing Shares.

(a) Purpose of the 2022 Second Share Incentive Plan

The purpose of the 2022 Second Share Incentive Plan is to provide the Company with a flexible means of remunerating, incentivizing, retaining, rewarding, compensating and/or providing benefits to eligible participants; to align the interests of eligible participants with those of the Company and Shareholders by providing such eligible participants with the opportunity to acquire shareholding interests in the Company; and to encourage eligible participants to contribute to the long-term growth and profitability of the Company and to enhance the value of the Company and its Shares for the benefit of the Company and Shareholders as a whole.

(b) Eligible participants

Eligible participants include any person who is an (i) employee, director or officer of any member, or (ii) consultant, advisor, distributor, contractor, customer, supplier, agent, business partner, joint venture business partner or service provider (who as determined by the scheme administrator has contributed or will contribute to the growth of the Group), of (i) any member of the Group, (ii) a holding company of the Company, (iii) subsidiaries of the holding company other than members of the Group, or (iv) any company which is an associate of the Company.

(c) Administration

The Board shall be responsible and have full authority for administering the plan in accordance with the rules of the plan. The authority to administer the Scheme may be delegated by the Board to a committee of the Board or to any other persons deemed appropriate at the sole discretion of the Board, including its powers to offer or grant Awards and to determine the terms and conditions of such Awards. The Company may establish a trust and appoint a trustee to hold Shares and other trust property under the trust for the purposes of implementing and administering the plan. Unless otherwise agreed between the Company and any trustee, the scheme administrator shall act on behalf of the Company to give instructions to and direct the trustee.

(d) Grant of Awards

The Board or scheme administrator may, from time to time, in their absolute discretion select any eligible participant to be a grantee and, subject to the rules of the plan, grant an award under the plan (“**Award**”) to such grantee during the scheme period. The nature, amount, terms and conditions of any such Award so granted shall be determined by the Board or scheme administrator in their sole and absolute discretion.

An Award may be take the form of: (i) an award which vests in the form of the right to purchase such number of Shares as the scheme administrator may determine at the purchase price in accordance with the terms of the plan (“**Share Award**”); or (ii) an award which vests in the form of the right to purchase such number of Shares as the scheme administrator may determine during the exercise period at the exercise price in accordance with the terms of the plan (“**Share Option**”).

No Award shall be granted to any eligible participant in certain specified circumstances, including but not limited to:

- (i) in circumstances prohibited by the Listing Rules or at a time when the relevant eligible participant would be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or law;
- (ii) where the Company is in possession of any unpublished inside information in relation to the Company, until (and including) the trading day after such inside information has been announced;
- (iii) during the periods commencing one month immediately before the earlier of the date of the board meeting for approving the Company’s results for any year, half-year, quarterly or any other interim period and the deadline for the Company to announce such results, and ending on the date of the results announcement, provided that such period will also cover any period of delay in the publication of any results announcement;
- (iv) in circumstances which would result in a breach of the Scheme Mandate Limit, provided that to the extent permissible in accordance with applicable laws, rules and regulations an Award may be made conditional upon the Scheme Mandate Limit being refreshed,

and any such grant so made shall be null and void to the extent that it falls within the circumstances described above.

(e) Maximum number of Shares

The total number of Award Shares which may be granted under the 2022 Second Share Incentive Plan is 3,000,000 Shares, which shall consist of existing Shares only. For the avoidance of doubt, no new Shares shall be issued by the Company pursuant to the 2022 Second Share Incentive Plan.

The Company may refresh the Scheme Mandate Limit at any time, with the prior approval of the Board and subject to compliance with any additional requirements set out in the Listing Rules.

(f) Award Letter and terms of an Award

The Company shall, in respect of each Award, on the grant date issue a letter to each grantee setting out the terms and conditions of the Award (an “**Award Letter**”), which may include the number of Shares in respect of which the Award relates, the purchase price or exercise price (as applicable), the vesting criteria and conditions, the vesting date, any minimum performance targets that must be achieved and any such other details as the scheme administrator may consider necessary, and requiring the grantee to undertake to hold the Award on the terms of the Award Letter and be bound by the provisions of the rules of the plan.

The scheme administrator may determine the amount (if any) payable on application or acceptance of an Award and the period within which any such payments must be made, which amounts (if any) and periods shall be set out in the Award Letter.

(g) Exercise or Vesting of Awards

After the applicable vesting date for any Award:

- (i) Share Option may be exercised in whole or in part by the grantee giving notice in writing to the scheme administrator together with a remittance for the required exercise price. Within 10 business days after receipt of the notice and related remittance in full, the scheme administrator shall transfer to the grantee the relevant Award Shares; and
- (ii) for a Share Award, within 10 business days following the vesting date, subject to receipt in full of the aggregate purchase price payable (if any), the scheme administrator shall transfer to the Grantee the relevant number of Award Shares.

For the purposes of satisfying the transfer of Shares following the exercise/vesting of an Award, to the extent that, at the determination of the scheme administrator, it is not practicable for the grantee to receive Award Shares due to applicable legal or regulatory restrictions, the scheme administrator may sell on-market at prevailing market prices the number of Shares the grantee is entitled to and pay to the grantee the actual selling price of such Shares.

(h) Cancellation and lapse of Awards

Any Awards granted but not exercised may be cancelled by the scheme administrator at any time with the prior consent of the grantee.

Without prejudice to the authority of the scheme administrator to provide additional situations when an Award shall lapse in the Award Letter, an Award shall lapse automatically (to the extent not already vested and, where relevant, exercised) on the earliest: (a) the expiry of any applicable exercise period; (b) the date on which the Board makes a determination under the clawback clause of the plan; and (c) the expiry of any of the periods for exercising a Share

Option due to ceasing to be an eligible participant; (d) the date on which the grantee commits a breach of transferability. The scheme administrator shall have the power to decide whether an Award shall lapse and its decision shall be binding and conclusive.

(i) Rights are personal to grantee

Awards shall be personal to the grantee to whom they are made and shall not be assignable or transferable, except in circumstances where the written consent of the Company has been obtained and provided that any such transferee agrees to be bound by rules of the plan as if the transferee were the grantee.

(j) Voting and dividend rights

No grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award unless and until the Award Shares are transferred to the grantee pursuant to the vesting/exercise of such Awards. Where Award Shares are held on trust for the Grantee by the plan's trustee, a grantee may give instructions to the trustee to exercise the voting rights in respect of those Award Shares pursuant to, and to the extent permitted by, the trust deed.

(k) Effects of alterations in the capital structure of the company

In the event of any alteration in the capital structure of the Company (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party) after the adoption date, the scheme administrator shall make such corresponding adjustments, if any, as it in its discretion may deem appropriate to reflect such change with respect to: (i) the number of Shares constituting the Scheme Mandate Limit, (ii) the number of Shares in each Award to the extent any Award has not been exercised, (iii) the exercise price of any Share Option or purchase price of any Share Award, or any combination thereof, as the auditors or financial advisor have certified satisfy the relevant requirements of the Listing Rules and are, in their opinion, fair and reasonable either generally or as regards any particular grantee, provided always that (i) any such adjustments should give each grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that grantee was previously entitled prior to such adjustments, and (ii) no such adjustments shall be made which would result in a Share being purchased or transferred at less than its nominal value.

(l) Ceasing to be an eligible participant

Clawback: In the event that (a) a grantee ceases to be an eligible participant by reason of the termination of his/her employment or contractual engagement with the Group or related entity for cause or without notice or with payment in lieu of notice; (b) a grantee has been convicted of a criminal offence involving his/her integrity or honesty; or (c) in the reasonable opinion of the Board, a grantee has engaged in serious misconduct or breaches the terms of the plan in any material respect, then the Board may make a determination at its absolute discretion that: (A) any Awards issued to that grantee but not yet exercised shall immediately lapse,

regardless of whether such Awards have vested or not, (B) with respect to any Award Shares transferred to that grantee, the grantee shall be required to transfer back to the Company or its nominee the equivalent number of Shares, or an amount in cash equal to the market value of such Shares, or a combination thereof, and/or (C) with respect to any Award Shares held by the trustee of the plan for the benefit of the grantee, those Award Shares shall no longer be held on trust for nor inure to the benefit of the grantee.

Retirement: If a grantee ceases to be an eligible participant by reason of his/her retirement: (i) any outstanding Awards not yet vested shall continue to vest in accordance with the vesting dates set out in the Award Letter, or such other period as the scheme administrator may determine at their sole discretion, and (ii) any vested Share Option may be exercised within the exercise period, failing which the Share Option shall lapse.

Death or permanent incapacity: If a grantee ceases to be an eligible participant by reason of death of the grantee, or the termination of his/her employment or contractual engagement with any member of the Group or related entity by reason of his/her permanent physical or mental disablement: (a) in the case of Share Options: any vested Share Option may be exercised within the exercise period by the personal representatives of the grantee. In the case where a grantee no longer has any legal capacity to exercise the Share Option, the vested Share Option may be exercised within that period by the persons charged with the duty of representing the Grantee under applicable laws. If the vested Share Option is not exercised within the time mentioned above, the Share Option shall lapse; and (b) in the case of Share Awards: any outstanding Share Awards not yet vested shall immediately vest, and the Company shall transfer such number of Award Shares or pay the actual selling price pursuant to the vested Share Award to the legal personal representatives of the grantee or the persons charged with the duty of representing the grantee under applicable laws as soon as practicable following the death or incapacity of the grantee or, if the said issuance or payment would otherwise become bona vacantia, it shall be forfeited and shall lapse.

Bankruptcy: If a grantee is declared bankrupt or becomes insolvent or makes any arrangements or composition with his/her creditors generally, they shall cease to be an eligible participant under the plan and any Awards not yet vested and any outstanding Share Options not yet exercised shall immediately be forfeited and shall lapse, unless the scheme administrator determines otherwise at their absolute discretion.

Other reasons: If a grantee ceases to be an eligible participant for reasons other than those set out in the preceding provisions, (a) subject to the provisions of the clawback clause, a grantee may exercise any vested Share Options within 20 business days of such cessation or within the exercise period, whichever is the shorter, or such other period as the scheme administrator may decide in their sole discretion. If a Share Option is not exercised within the stipulated time, the Share Option shall be forfeited and shall lapse; and (b) any outstanding Awards not yet vested shall immediately be forfeited and shall lapse, unless the scheme administrator determines otherwise at their absolute discretion.

(m) Alteration of the rules of the plan or any Award

Subject to the below, the Board may amend any of the provisions of the plan or any Awards granted under the plan at any time and in any respect. No amendment shall be made to any provisions of the plan or any Awards to the extent that such amendment has a material adverse effect on any subsisting rights of any grantee at that date in respect of Awards already granted but not yet vested or lapsed or forfeited, without such grantee's consent, provided that no such consent shall be required if the scheme administrator determines that such amendment either: (i) is necessary or advisable in order for the Company, the plan or the Award to satisfy any applicable law or Listing Rules or to meet the requirements of, or avoid adverse consequences under, any accounting standard; or (ii) is not reasonably likely to diminish materially the benefits provided under such Award, or that any such diminishment has been adequately compensated. Any amendment or alteration to the terms of any Award the grant of which was subject to the approval of a particular body shall be subject to approval by that same body, provided that this requirement does not apply where the relevant alteration takes effect automatically under existing terms of the plan.

(n) Termination

The 2022 Second Share Incentive Plan shall terminate on the earlier of: (a) the expiry of the scheme period, being the period of 10 years commencing on the adoption date and ending on the 10th anniversary of the adoption date of the plan; and (b) such date of early termination as determined by the Board, following which no further Awards will be offered or granted under the plan, provided that notwithstanding such termination, the plan and the rules thereof shall continue to be valid and effective to the extent necessary to give effect to the vesting and exercise of any Awards granted prior to the termination and such termination shall not affect any subsisting rights already granted to any grantee.

E. OTHER INFORMATION

1. Estate duty

Our Directors have been advised that no material liability for estate duty is likely to fall upon any member of our Group.

2. Litigation

Save as disclosed under "Business – Legal proceedings and compliance," no member of our Group is engaged in any litigation, arbitration or claim of material importance, and no litigation, arbitration or claim of material importance is known to our Directors to be pending or threatened by or against our Company that would have a material adverse effect on our Company's results of operations or financial condition.

3. Sole Sponsor

The Sole Sponsor satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

The Sole Sponsor will receive an aggregate of US\$500,000 for acting as the sponsor for the Listing.

4. Consent of experts

This document contains statements made by the following experts:

Name	Qualification
Merrill Lynch (Asia Pacific) Limited	A licensed corporation under the SFO for type 1 (dealing in securities), type 4 (advising on securities), type 5 (advising on futures contracts) and type 6 (advising on corporate finance) of the regulated activities as defined under the SFO
JunHe LLP	Qualified PRC lawyers
Maples and Calder (Hong Kong) LLP	Legal Advisor to our Company as to the laws of BVI
PricewaterhouseCoopers	Certified Public Accountants under Professional Accountants Ordinance (Chapter 50 of the Laws of Hong Kong) Registered Public Interest Entity Auditor under Accounting and Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong)
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Industry consultant

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

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

5. Binding effect

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

6. Bilingual document

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

7. Preliminary expenses

We have not incurred any material preliminary expenses in relation to the incorporation of our Company.

8. Disclaimers

- (a) Save as disclosed in “History, Reorganization and Corporate Structure” and “Underwriting,” within the two years immediately preceding the date of this document:
 - (i) there are no commissions (but not including commission to sub-underwriters) for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares in or debentures of our Company; and
 - (ii) there are no commissions, discounts, brokerages or other special terms granted in connection with the issue or sale of any capital of any member of our Group, and no Directors, promoters or experts named in “– Other information – Consent of experts” received any such payment or benefit.

- (b) Save as disclosed in this section and “Financial Information”:
 - (i) there are no founder, management or deferred shares in our Company or any member of our Group;
 - (ii) we do not have any promoter and no cash, securities or other benefit has been paid, allotted or given within the two years immediately preceding the date of this document, or are proposed to be paid, allotted or given to any promoters;

- (iii) none of the Directors or the experts named in “– Other information – Consent of experts” above has any interest, direct or indirect, in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to, any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (iv) there are no bank overdrafts or other similar indebtedness by our Company or any member of our Group;
- (v) there are no hire purchase commitments, guarantees or other material contingent liabilities of our Company or any member of our Group;
- (vi) there are no outstanding debentures or any convertible debt securities of our Company or any member of our Group;
- (vii) there is no other stock exchange on which any part of the equity or debt securities of our Company is listed or dealt in or on which listing or permission to deal is being or is proposed to be sought;
- (viii) no capital of any member of our Group is under option, or is agreed conditionally or unconditionally to be put under option;
- (ix) there are no contracts or arrangements subsisting at the date of this document in which a Director is materially interested or which is significant in relation to the business of our Group;
- (x) there is no arrangement under which future dividends are waived or agreed to be waived; and
- (xi) 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.