

APPENDIX IV

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A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation of Our Company

We were incorporated in the Cayman Islands on July 22, 2021 under the Companies Act as an exempted company with limited liability. Accordingly, our corporate structure and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of certain aspects of the Cayman Islands Company Law and a summary of certain provisions of our Articles of Associations are set out in the section headed “Summary of the Constitution of the Company and Cayman Islands Company Law” in Appendix III to this document.

Our registered place of business in Hong Kong is at Units 303 & 305, 3/F, Building 20E, Hong Kong Science Park, Shatin, N.T., Hong Kong. We were registered as a non-Hong Kong Company under Part 16 of the Companies Ordinance on September 15, 2021. David CHIEN of Units 303 & 305, 3/F, Building 20E, Hong Kong Science Park, Shatin, N.T., Hong Kong has been appointed as our authorized representative for the acceptance of service of process and notices in Hong Kong.

2. Changes in the Share Capital of Our Company

As of the date of incorporation of our Company, our authorized share capital was US\$50,000 divided into 500,000,000 Shares of US\$0.0001 each. Upon its incorporation, one nil-paid Share was allotted and issued to an initial subscriber who is an Independent Third Party and on the same day, the initial subscriber transferred one Share to Harmony Tree Limited.

On September 28, 2021, the Shareholder of our Company resolved to increase our authorized share capital to US\$600,000 divided into 6,000,000,000 Shares of US\$0.0001 each.

Save as disclosed above and as mentioned in “– 4. Resolutions of the Shareholders of the Company Passed on [●]” below, there has been no alteration in the share capital of our Company since its incorporation.

3. Changes in the Share Capital of Our Subsidiary

Our subsidiaries are set out in the Accountant’s Report, the text of which is set out in Appendix I to this document. The following alteration in the share capital of our subsidiaries have taken place within the two years immediately preceding the date of this document:

ONM Group Ltd.

On October 29, 2020, the director and shareholder of ONM Group Ltd. resolved to, among others, (i) increase the authorized share capital of ONM Group Ltd. by US\$600,000 and (ii) diminish and cancel the authorized share capital of HK\$380,000. As a result of the foregoing resolutions, the denomination of ONM Group Ltd. was changed from Hong Kong dollars to U.S. dollars, and the authorized share capital of ONM Group Ltd. consists of US\$600,000 divided into 6,000,000,000 ordinary shares with par value of US\$0.0001 each.

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ONM Japan

On June 25, 2021, the share capital of ONM Japan was further increased to JPY644,450,000 divided into 21,800 shares, with an additional 20,000 fully-paid shares allotted and issued to ONM HK.

On September 3, 2021, the share capital of ONM Japan was reduced to JPY90 million.

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

4. Resolutions of the Shareholders of the Company Passed on [●]

Pursuant to the resolutions passed at a duly convened general meeting of our Shareholders on [●], it was resolved, among others:

- (a) the Memorandum and Articles of Association were approved and adopted, and will come into effect upon [REDACTED];
- (b) the Post-[REDACTED] Share Option Scheme was approved and adopted, and will come into effect upon [REDACTED];
- (c) conditional on (1) the [REDACTED] granting the [REDACTED] of, and permission to [REDACTED] in, the Shares in issue and to be issued as mentioned in this document; and (2) the obligations of the [REDACTED] under the [REDACTED] Agreements becoming unconditional and the [REDACTED] Agreements not being terminated in accordance with the terms therein or otherwise:
 - (i) the [REDACTED] was approved and our Directors were authorized to effect the same, and to allot and issue the [REDACTED] pursuant to the [REDACTED];
 - (ii) the proposed [REDACTED] was approved, and our Directors were authorized to implement such [REDACTED];
 - (iii) all the issued and unissued Preferred Shares be re-designated and re-classified as ordinary Shares, having the rights and restrictions as set out in the Amended and Restated Memorandum and Articles of Association (the “**Share Redesignation**”), with effect immediately prior to the [REDACTED], was approved; and

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- (iv) the consolidation of every five shares with par value of US\$0.0001 each in the Company’s issued and unissued share capital into one share of the corresponding class with par value of US\$0.0005 each (the “**Share Consolidation**”), with effect immediately upon completion of the Share Redesignation, was approved;
- (d) a general unconditional mandate was granted to our Directors to allot, issue and deal with Shares, and to make or grant offers, agreements, or options which might require such Shares to be allotted and issued or dealt with at any time subject to the requirement that the aggregate nominal value of the Shares so allotted and issued or agreed conditionally or unconditionally to be allotted and issued, shall not exceed 20% of the aggregate nominal value of the share capital of our Company in issue immediately following completion of the [REDACTED].

This mandate does not cover Shares to be allotted, issued, or dealt with under a rights issue or scrip dividend scheme or similar arrangements, or a specific authority granted by our Shareholders or under the Share Incentive Schemes. This general mandate to issue Shares will remain in effect until:

- (i) the conclusion of the next annual general meeting of our Company;
- (ii) the expiration of the period within which the next annual general meeting of our Company is required to be held under any applicable laws or the Articles of Association; or
- (iii) it is varied or revoked by an ordinary resolution of our Shareholders at a general meeting of our Company;

whichever is the earliest;

- (e) a general unconditional mandate was granted to our Directors to exercise all powers of our Company to repurchase Shares with an aggregate nominal value of not more than 10% of the aggregate nominal value of the share capital of our Company in issue immediately following completion of the [REDACTED] (excluding Shares which may be allotted and issued under the Share Incentive Schemes).

This mandate only relates to repurchase made on the [REDACTED] or on any other stock exchange on which the Shares may be [REDACTED] (and which is recognized by the SFC and the Stock Exchange for this purpose) and made in accordance with all applicable laws and regulations and the requirements of the Listing Rules. This general mandate to repurchase Shares will remain in effect until:

- (i) the conclusion of the next annual general meeting of our Company;

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- (ii) the expiration of the period within which the next annual general meeting of our Company is required to be held under any applicable laws or the Articles of Association; or
- (iii) it is varied or revoked by an ordinary resolution of our Shareholders at a general meeting of our Company;

whichever is the earliest; and

- (f) the general unconditional mandate as mentioned in paragraph (d) above would be extended by the addition to the aggregate nominal value of the 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 aggregate nominal value of the Shares purchased by our Company pursuant to the mandate to repurchase Shares referred to in paragraph (e) above (up to 10% of the aggregate nominal value of the Shares in issue immediately following completion of the [REDACTED], excluding any Shares which may fall to be allotted and issued under the Share Incentive Scheme).

5. Restrictions on Repurchase

This section sets out information required by the Stock Exchange to be included in this document concerning the repurchase by us of our own Shares.

(a) Provisions of the Listing Rules

The Listing Rules permit companies with a primary [REDACTED] on the [REDACTED] to repurchase their own Shares on the [REDACTED] subject to certain restrictions, the more important of which are summarized below:

(i) Shareholders' Approval

All proposed repurchase of Shares (which must be fully paid up in the case of shares) by a company with a primary [REDACTED] on the [REDACTED] must be approved in advance by an ordinary resolution of the shareholders, either by way of general mandate or by specific approval of a particular transaction.

(ii) Source of Funds

Repurchases must be funded out of funds legally available for the purpose in accordance with the constitutive documents of a [REDACTED] company, the laws of the jurisdiction in which the listed company is incorporated or otherwise established. A [REDACTED] company may not repurchase its own securities on the [REDACTED] 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.

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Subject to the foregoing, any repurchases by a [REDACTED] company may be made out of the funds which would otherwise be available for dividend or distribution or out of the proceeds of a new issue of shares made for the purpose of the repurchase. Any amount of premium payable on the purchase over the par value of the shares to be repurchased must be out of the funds which would otherwise be available for dividend or distribution or from sums standing to the credit of our share premium account.

(b) Reasons for Repurchase

Our Directors believe that it is in the best interest of us and our Shareholders for our Directors to have general authority from the Shareholders to enable us 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 us and our Shareholders.

(c) Funding of Repurchases

In repurchasing securities, we may only apply funds legally available for such purpose in accordance with the Amended and Restated Memorandum and Articles of Association, the Companies Law or other applicable laws of Cayman Islands and the Listing Rules. On the basis of our current financial condition as disclosed in this document and taking into account our current working capital position, our Directors consider that, if the Repurchase Mandate were to be exercised in full, it might have a material adverse effect on our working capital and/or our gearing position as compared with the position disclosed in this document. However, our Directors do not propose to exercise the repurchase mandate to such an extent as would, in the circumstances, have a material adverse effect on our working capital requirements or the gearing levels which in the opinion of our Directors are from time to time appropriate for us.

(d) General

Exercise in full of the current repurchase mandate, on the basis of [REDACTED] Shares in issue after completion of the [REDACTED] (without taking into account of the Shares that may be allotted and issued under the Share Incentive Schemes), could accordingly result in up to [REDACTED] Shares being repurchased by us during the period prior to:

- (i) the conclusion of our next annual general meeting;
- (ii) the expiration of the period within which the next annual general meeting of our Company is required by any applicable law or the Articles of Association to be held; or

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- (iii) the date on which the repurchase mandate is varied or revoked by an ordinary resolution of our Shareholders in general meeting,

whichever is the earliest.

None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules) currently intends to sell any Shares to us or our subsidiaries. Our Directors have undertaken with the Stock Exchange that, so far as the same may be applicable, they will exercise the repurchase mandate in accordance with the Listing Rules, the Amended and Restated Memorandum and Articles of Association, the Companies Law or any other applicable laws of the Cayman Islands.

If, as a result of a repurchase of our Shares pursuant to the repurchase mandate, a Shareholder's proportionate interest in our voting rights is increased, such increase will be treated as an acquisition for the purpose of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of us 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.

No core connected person, as defined in the Listing Rules, has notified us that he/she or it has a present intention to sell his/her or its Shares to us, or has undertaken not to do so, if the repurchase mandate is exercised.

B. FURTHER INFORMATION ABOUT THE BUSINESS OF THE COMPANY

1. Summary of Material Contracts

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

- (a) [REDACTED].

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2. Our Material Intellectual Property Rights

(a) Trademarks

As of the Latest Practicable Date, our material registered trademarks were as follows:

| No. | Trademark | Place of registration | Name of registered proprietor | Registration no. | Class | Expiry date |
|-----|---|-----------------------|-------------------------------|------------------|-------|--------------------|
| 1. |  | PRC | ONM Shenzhen | 3870582 | 10 | May 27, 2025 |
| 2. |  | PRC | ONM Shenzhen | 3051519 | 10 | March 20, 2023* |
| 3. |  | PRC | ONM Shenzhen | 32081106 | 44 | March 20, 2029 |
| 4. |  | PRC | ONM Shenzhen | 32081105 | 35 | August 20, 2029 |
| 5. |  | PRC | ONM Shenzhen | 32081104 | 41 | July 6, 2029 |
| 6. | NEICH | PRC | ONM Shenzhen | 6616247 | 10 | June 13, 2030 |
| 7. | NEICH | PRC | ONM Shenzhen | 6616246 | 44 | April 27, 2030 |
| 8. |  | PRC | ONM Shenzhen | 41134756 | 44 | June 6, 2031 |
| 9. | Combo | PRC | ONM Singapore | 22656654 | 10 | April 13, 2028 |
| 10. | COMBO | PRC | ONM Singapore | 62468883 | 10 | September 27, 2032 |
| 11. | COMBO ORBUSNEICH | PRC | ONM Singapore | 28633892 | 5 | January 06, 2029 |
| 12. | Dual Therapy Stent | PRC | ONM Singapore | 10750993 | 44 | August 13, 2023* |
| 13. | COMBO ORBUSNEICH | PRC | ONM Singapore | 28633894 | 10 | December 20, 2028 |
| 14. | 康博 | PRC | ONM Singapore | 34102021 | 5 | November 06, 2029 |
| 15. |  | PRC | ONM Singapore | 6616257 | 10 | March 27, 2030 |




* We intend to renew the trademark and are in the process of preparing for renewal application.

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| No. | Trademark | Place of registration | Name of registered proprietor | Registration no. | Class | Expiry date |
|-----|---|-----------------------|-------------------------------|------------------|-------|-------------------|
| 16. |  | PRC | ONM Singapore | 6616256 | 44 | April 27, 2030 |
| 17. | OrbusNeich | PRC | ONM Singapore | 6616249 | 10 | March 27, 2030 |
| 18. | OrbusNeich | PRC | ONM Singapore | 6616248 | 44 | April 27, 2030 |
| 19. | ORBUSNEICH PIONEERS IN LIFE-CHANGING TECHNOLOGIES | PRC | ONM Singapore | 32081112 | 10 | March 27, 2029 |
| 20. | ORBUSNEICH PIONEERS IN LIFE-CHANGING TECHNOLOGIES | PRC | ONM Singapore | 32081111 | 35 | March 27, 2029 |
| 21. | ORBUSNEICH PIONEERS IN LIFE-CHANGING TECHNOLOGIES | PRC | ONM Singapore | 32081110 | 41 | March 27, 2029 |
| 22. | ORBUSNEICH PIONEERS IN LIFE-CHANGING TECHNOLOGIES | PRC | ONM Singapore | 32081109 | 44 | March 27, 2029 |
| 23. | JADE | PRC | ONM Singapore | 28633899 | 10 | July 06, 2029 |
| 24. | JADE | PRC | ONM Singapore | 62488027 | 10 | October 6, 2032 |
| 25. |  | PRC | ONM Singapore | 63340485 | 10 | October 6, 2032 |
| 26. | SAPPHIRE | PRC | ONM Singapore | 6616258 | 44 | April 27, 2030 |
| 27. | SAPPHIRE | PRC | ONM Singapore | 28633896 | 10 | June 20, 2029 |
| 28. |  | PRC | ONM Singapore | 16713706 | 10 | August 06, 2027 |
| 29. |  | PRC | ONM Singapore | 16713707 | 44 | June 06, 2026 |
| 30. | SAPPHIRE ORBUSNEICH | PRC | ONM Singapore | 28633895 | 10 | December 27, 2028 |
| 31. | SCOREFLEX | PRC | ONM Singapore | 6513210 | 10 | March 20, 2030 |
| 32. | SCOREFLEX | PRC | ONM Singapore | 6513211 | 44 | November 27, 2030 |
| 33. |  | PRC | ONM Singapore | 6616251 | 10 | March 27, 2030 |
| 34. |  | PRC | ONM Singapore | 6616356 | 44 | April 27, 2030 |

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| No. | Trademark | Place of registration | Name of registered proprietor | Registration no. | Class | Expiry date |
|-----|---|-----------------------|-------------------------------|------------------|----------------|-------------------|
| 35. | SCOREFLEX TRIO | PRC | ONM Singapore | 48283561 | 10 | March 06, 2031 |
| 36. | TELEPORT | PRC | ONM Singapore | 21005174 | 10 | October 13, 2027 |
| 37. | TELEPORT | PRC | ONM Singapore | 21005175 | 44 | October 13, 2027 |
| 38. | TELEPORT NEURO | PRC | ONM Singapore | 61184812 | 10 | June 6, 2032 |
| 39. | TELEPORT NEURO | PRC | ONM Singapore | 61213089 | 44 | June 13, 2032 |
| 40. | TELEPORT XT | PRC | ONM Singapore | 62787092 | 10 | August 27, 2032 |
| 41. | TELEPORT XT | PRC | ONM Singapore | 62789607 | 44 | August 27, 2032 |
| 42. | 业聚 | PRC | ONM Singapore | 55577231 | 42 | November 27, 2031 |
| 43. | SCOREFLEX TRIO | PRC | ONM Singapore | 48283560 | 44 | March 6, 2031 |
| 44. | Combo | PRC | ONM Singapore | 8110992 | 44 | April 20, 2031 |
| 45. | Combo Stent | PRC | ONM Singapore | 8110991 | 10 | March 20, 2031 |
| 46. | Combo | European Union | ONM Singapore | 008945552 | 10, 44 | March 11, 2030 |
| 47. | Combo | European Union | ONM Singapore | 013152831 | 5 | August 7, 2024 |
| 48. | Dual Therapy Stent | European Union | ONM Singapore | 010794576 | 10, 44 | April 10, 2032 |
| 49. | NEICH | European Union | ONM Shenzhen | 006744635 | 10, 44 | March 11, 2028 |
| 50. | ORBUS | European Union | ONM Singapore | 002326619 | 10 | August 2, 2031 |
| 51. | OrbusNeich | European Union | ONM Singapore | 006670319 | 10, 44 | February 14, 2028 |
| 52. |  | European Union | ONM Singapore | 004311858 | 10, 44 | March 24, 2025 |
| 53. | ORBUSNEICH PIONEERS IN LIFE-CHANGING TECHNOLOGIES | European Union | ONM Singapore | 017923859 | 10, 35, 41, 44 | June 26, 2028 |
| 54. | Jade OrbusNeich | European Union | ONM Singapore | 017538711 | 10 | November 29, 2027 |
| 55. |  | European Union | ONM Singapore | 013361597 | 10, 44 | October 15, 2024 |
| 56. | SAPPHIRE | European Union | ONM Singapore | 006669601 | 10, 44 | February 14, 2028 |
| 57. |  | European Union | ONM Singapore | 006795421 | 10, 44 | April 1, 2028 |

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| No. | Trademark | Place of registration | Name of registered proprietor | Registration no. | Class | Expiry date |
|-----|---|-----------------------|-------------------------------|------------------|--------------------|-------------------|
| 58. | SCOREFLEX | European Union | ONM Singapore | 006349054 | 10, 44 | October 10, 2027 |
| 59. | SCOREFLEX TRIO | European Union | ONM Singapore | 018225848 | 10, 44 | April 15, 2030 |
| 60. | TELEPORT | European Union | ONM Singapore | 015746051 | 10 | August 16, 2026 |
| 61. | TELEPORT | European Union | ONM Singapore | 017949885 | 44 | September 4, 2028 |
| 62. |  | European Union | ONM Singapore | 018641392 | 10, 44 | January 20, 2032 |
| 63. |  | European Union | ONM Singapore | 18554372 | 10, 35, 41, 42, 44 | September 8, 2031 |
| 64. |  | European Union | ONM Singapore | 18505340 | 10, 44 | July 1, 2031 |
| 65. |  | European Union | ONM Singapore | 18555189 | 10, 44 | September 9, 2031 |
| 66. | Combo | Germany | ONM Singapore | 013152831 | 5 | August 7, 2024 |
| 67. | COMBO | Germany | ONM Singapore | 008945552 | 10, 44 | March 11, 2030 |
| 68. | Dual Therapy Stent | Germany | ONM Singapore | 010794576 | 10, 44 | April 10, 2032 |
| 69. | ORBUS | Germany | ONM Singapore | 002326619 | 10 | August 2, 2031 |
| 70. | NEICH | Germany | ONM Shenzhen | 006744635 | 10, 44 | March 11, 2028 |
| 71. |  | Germany | ONM Singapore | 004311858 | 10, 44 | March 24, 2025 |
| 72. | ORBUSNEICH PIONEERS IN LIFE-CHANGING TECHNOLOGIES | Germany | ONM Singapore | 0017923859 | 10, 35, 41, 44 | June 26, 2028 |
| 73. | OrbusNeich | Germany | ONM Singapore | 006670319 | 10, 44 | February 14, 2028 |
| 74. | JADE OrbusNeich | Germany | ONM Singapore | 017538711 | 10 | November 29, 2027 |
| 75. | SAPPHIRE | Germany | ONM Singapore | 006669601 | 10, 44 | February 14, 2028 |
| 76. | SCOREFLEX | Germany | ONM Singapore | 006349054 | 10, 44 | October 10, 2027 |

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|-----|--|-----------------------|-------------------------------|------------------|--------------------|-------------------|
| 77. |  | Germany | ONM Singapore | 006795421 | 10, 44 | April 1, 2028 |
| 78. | SCOREFLEX TRIO | Germany | ONM Singapore | 018225848 | 10, 44 | April 15, 2030 |
| 79. | TELEPORT | Germany | ONM Singapore | 017949885 | 44 | September 4, 2028 |
| 80. | TELEPORT | Germany | ONM Singapore | 015746051 | 10 | August 16, 2026 |
| 81. | "A"  "B"  | Hong Kong | ONM Singapore | 304316797 | 10, 44 | October 26, 2027 |
| 82. | "ORBUSNEICH" "OrbusNeich" | Hong Kong | ONM Singapore | 304316805 | 10, 44 | October 26, 2027 |
| 83. | ORBUSNEICH PIONEERS IN LIFE-CHANGING TECHNOLOGIES | Hong Kong | ONM Singapore | 304569661 | 35, 41 | June 19, 2028 |
| 84. | "ORBUSNEICH PIONEERS IN LIFE-CHANGING TECHNOLOGIES" "OrbusNeich Pioneers in life-changing technologies" | Hong Kong | ONM Singapore | 304317714 | 10, 44 | October 29, 2027 |
| 85. | "業聚" "業聚"  | Hong Kong | ONM Singapore | 305297365 | 10, 44 | June 7, 2030 |
| 86. | "祥豐" "祥丰" | Hong Kong | ONM Singapore | 304316814 | 10, 44 | October 26, 2027 |
| 87. | JADE | Hong Kong | ONM Singapore | 303784663 | 10, 44 | May 22, 2026 |
| 88. | SAPPHIRE | Hong Kong | ONM Singapore | 303814966 | 10, 44 | June 21, 2026 |
| 89. | SAPPHIRE | Hong Kong | ONM Singapore | 304186567 | 10, 44 | June 26, 2027 |
| 90. | TELEPORT | Hong Kong | ONM Singapore | 303878399 | 10, 44 | August 21, 2026 |
| 91. |  | Hong Kong | ONM Singapore | 305657536 | 10, 35, 42, 44 | June 14, 2031 |
| 92. |   | Hong Kong | ONM Singapore | 305731768 | 10, 16, 35, 42, 44 | August 29, 2031 |
| 93. |   | Hong Kong | ONM Singapore | 305731777 | 10, 16, 35, 42, 44 | August 29, 2031 |
| 94. |   | Hong Kong | ONM Singapore | 305797144 | 10, 16, 35, 42, 44 | November 9, 2031 |
| 95. |   | Hong Kong | ONM Singapore | 305765932 | 10, 16, 35, 42, 44 | October 5, 2031 |

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|------|---|-----------------------|-------------------------------|------------------|--------------------------|-----------------------|
| 96. |  業聚醫療業聚医疗 OrbusNeich OrbusNeich | Hong Kong | ONM Singapore | 305765941 | 10, 16, 35, 42, 44 | October 5, 2031 |
| 97. | TELEPORT XT | Hong Kong | ONM Singapore | 305887379 | 10, 44 | February 21, 2032 |
| 98. |  | Hong Kong | ONM Singapore | 305887388 | 10, 44 | February 21, 2032 |
| 99. | TELEPORT XT MICROCATHETER | Hong Kong | ONM Singapore | 305887405 | 10, 44 | February 21, 2032 |
| 100. | TELEPORT NEURO MICROCATHETER | Hong Kong | ONM Singapore | 305887414 | 10, 44 | February 21, 2032 |
| 101. |  JADE PTA BALLOON CATHETER | Hong Kong | ONM Singapore | 305887423 | 10, 44 | February 21, 2032 |
| 102. | SCOREFLEX TRIO | Hong Kong | ONM Singapore | 305680233 | 10, 44 | July 7, 2031 |
| 103. |  | Hong Kong | ONM Singapore | 305690359 | 10, 44 | July 18, 2031 |
| 104. |  | Japan | ONM Singapore | 6551297 | 10, 44 | May 2, 2032 |
| 105. | COMBO | Japan | ONM Singapore | 5813161 | 10, 44 | December 11, 2025 |
| 106. | COMBO コンボ | Japan | ONM Singapore | 6059938 | 10 | July 6, 2028 |
| 107. | Dual Therapy Stent | Japan | ONM Singapore | 5564623 | 10, 44 | March 8, 2023* |
| 108. | NEICH | Japan | ONM Shenzhen | 5180153 | 10, 44 | November 14, 2028 |
| 109. |  | Japan | ONM Singapore | 5180154 | 10, 44 | November 14, 2028 |
| 110. | OrbusNeich | Japan | ONM Singapore | 5168959 | 10, 44 | September 26, 2028 |
| 111. | ORBUSNEICH PIONEERS IN LIFE-CHANGING TECHNOLOGIES | Japan | ONM Singapore | 6152034 | 10, 35, 41, 44 | June 14, 2029 |
| 112. | JADE | Japan | ONM Singapore | 6078472 | 10, 44 | September 7, 2028 |
| 113. |  SAPPHIRE II PRO Coronary Dilatation Catheter | Japan | ONM Singapore | 5954545 | 10, 44 | June 16, 2027 |







* We intend to renew the trademark and are in the process of preparing for renewal application.

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|------|---|-----------------------|-------------------------------|--|--------------------|--------------------|
| 114. | SAPPHIRE | Japan | ONM Singapore | 5234166 | 44 | May 29, 2029 |
| 115. | SAPPHIRE | Japan | ONM Singapore | 5903792 | 10 | December 9, 2026 |
| 116. | SAPPHIRE サファイア | Japan | ONM Singapore | 6117095 | 10 | January 25, 2029 |
| 117. | SCOREFLEX | Japan | ONM Singapore | 5140046 | 10, 44 | June 13, 2028 |
| 118. |  | Japan | ONM Singapore | 5267164 | 10, 44 | September 18, 2029 |
| 119. | SCOREFLEX TRIO | Japan | ONM Singapore | 6383777 | 10, 44 | April 28, 2031 |
| 120. |  | Japan | ONM Singapore | 6625024 | 10, 44 | October 7, 2032 |
| 121. | TELEPORT | Japan | ONM Singapore | 5940687 | 10, 44 | April 14, 2027 |
| 122. |  | Japan | ONM Singapore | 2022/13 (designated under International Registration No. 1656328) | 10, 44 | February 23, 2032 |
| 123. |  | Japan | ONM Singapore | 2021-366102 (designated under International Registration No. 1622555) | 10, 35, 41, 42, 44 | September 15, 2031 |
| 124. | COMBO AB-SES | Japan | ONM Singapore | 6537125 | 5, 10 | March 30, 2032 |
| 125. | OrbusNeich | Switzerland | ONM Singapore | 000726799 | 10,44 | September 10, 2028 |
| 126. | COMBO | United States | ONM Singapore | 5105463 | 5 | December 20, 2026 |
| 127. | ORBUSNEICH | United States | ONM Singapore | 4552384 | 10, 44 | June 17, 2024 |
| 128. | JADE | United States | ONM Singapore | 5503573 | 10 | June 26, 2028 |
| 129. | SAPPHIRE | United States | ONM Singapore | 4700026 | 10, 44 | March 10, 2025 |
| 130. | SCOREFLEX | United States | ONM Singapore | 5052752 | 10, 44 | October 4, 2026 |
| 131. | TELEPORT | United States | ONM Singapore | 6102329 | 10 | July 14, 2030 |

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|------|---|--|-------------------------------|------------------|----------------|--------------------|
| 132. |  | United States | ONM Singapore | 6096966 | 10 | July 7, 2030 |
| 133. |  | United States | ONM Singapore | 6487346 | 10 | September 14, 2031 |
| 134. |  | United States | ONM Singapore | 4552385 | 10, 44 | June 17, 2024 |
| 135. | OrbusNeich | Taiwan | ONM Singapore | 02220264 | 10, 35, 42, 44 | April 30, 2032 |
| 136. | 業聚 | Taiwan | ONM Singapore | 02220265 | 10, 35, 42, 44 | April 30, 2032 |
| 137. | COMBO | WIPO (designating Singapore Malaysia and Vietnam) | ONM Singapore | 1 662 540 | 5, 10, 44 | April 5, 2032 |
| 138. | JADE | WIPO (designating Singapore Malaysia and Vietnam) | ONM Singapore | 1 661 902 | 10, 44 | March 23, 2032 |
| 139. | SAPPHIRE | WIPO (designating Singapore Malaysia and Vietnam) | ONM Singapore | 1 682 609 | 10, 44 | July 20, 2032 |
| 140. |  | WIPO (designating Singapore Malaysia and Vietnam) | ONM Singapore | 1 671 935 | 10, 44 | June 2, 2032 |
| 141. | JADE | United Kingdom | ONM Singapore | UK00003756635 | 10, 44 | February 18, 2032 |
| 142. |  | United Kingdom | ONM Singapore | UK00003756632 | 10, 44 | February 18, 2032 |
| 143. |  | United Kingdom | ONM Singapore | UK00003756636 | 10, 44 | February 18, 2032 |

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| No. | Trademark | Place of registration | Name of registered proprietor | Registration no. | Class | Expiry date |
|------|---|-----------------------|-------------------------------|------------------|--------|-------------------|
| 144. |  | United Kingdom | ONM Singapore | UK00003756638 | 10, 44 | February 18, 2032 |
| 145. | SAPPHIRE | Benelux | ONM Singapore | 1461742 | 44 | March 23, 2032 |

As of the Latest Practicable Date, we have applied for the registration of the following trademarks which we consider to be material to our business:

| No. | Trademark | Place of registration | Name of applicant | Application no. | Class | Application date |
|-----|---|-----------------------|-------------------|---|--------------------|------------------|
| 1 |  | Japan | ONM Singapore | 2021-082928 | 10, 44 | July 2, 2021 |
| 2 |  | Japan | ONM Singapore | 2022352600 (designated under International Registration No. 1645795) | 10, 35, 41, 42, 45 | January 13, 2022 |
| 3 |  | Japan | ONM Singapore | 2022351999 (designated under International Registration No. 1643715) | 10 | January 12, 2022 |
| 4 | EZGUIDE | United States | ONM Singapore | 88893065 | 10 | April 29, 2020 |
| 5 |  | United States | ONM Singapore | 90731722 | 5, 10, 41, 44 | May 24, 2021 |
| 6 | PIONEERS IN LIFE-CHANGING TECHNOLOGIES | United States | ONM Singapore | 90757847 | 5, 10, 41, 44 | June 7, 2021 |
| 7 |  | United States | ONM Singapore | 90849981 | 10 | July 27, 2021 |
| 8 |  | United States | ONM Singapore | 97150148 | 10 | December 1, 2021 |
| 9 | 业聚 | PRC | ONM Singapore | 55736856 | 41 | April 30, 2021 |


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| No. | Trademark | Place of registration | Name of applicant | Application no. | Class | Application date |
|-----|---|-----------------------|-------------------|-----------------|-------|--------------------|
| 10 |  | PRC | ONM Singapore | 59285145 | 10 | September 16, 2021 |
| 11 |  | PRC | ONM Singapore | 59285609 | 35 | September 16, 2021 |
| 12 |  | PRC | ONM Singapore | 59281345 | 42 | September 16, 2021 |
| 13 |  | PRC | ONM Singapore | 59273954 | 44 | September 16, 2021 |
| 14 |  | PRC | ONM Singapore | 59263855 | 10 | September 16, 2021 |
| 15 |  | PRC | ONM Singapore | 59271019 | 35 | September 16, 2021 |
| 16 |  | PRC | ONM Singapore | 59271046 | 42 | September 16, 2021 |
| 17 |  | PRC | ONM Singapore | 59279577 | 44 | September 16, 2021 |
| 18 | SAPPHIRE NEURO | PRC | ONM Singapore | 61211539 | 10 | December 7, 2021 |
| 19 | SAPPHIRE NEURO | PRC | ONM Singapore | 61201950 | 44 | December 7, 2021 |
| 20 |  | PRC | ONM Singapore | 57757330 | 10 | July 16, 2021 |
| 21 |  | PRC | ONM Singapore | 57757330 | 44 | July 16, 2021 |
| 22 |  | PRC | ONM Singapore | 62144908 | 10 | January 13, 2022 |
| 23 |  | PRC | ONM Singapore | 62123497 | 44 | January 13, 2022 |
| 24 | COMBO | PRC | ONM Singapore | 62469174 | 44 | January 29, 2022 |
| 25 | 业聚 | PRC | ONM Singapore | 55591624 | 35 | April 26, 2021 |
| 26 |  | PRC | ONM Singapore | 62785808 | 10 | February 23, 2022 |
| 27 |  | PRC | ONM Singapore | 62789351 | 44 | February 23, 2022 |
| 28 | TELEPORT XT MICROCATHETER | PRC | ONM Singapore | 62793520 | 10 | February 23, 2022 |
| 29 | TELEPORT XT MICROCATHETER | PRC | ONM Singapore | 62803183 | 44 | February 23, 2022 |

APPENDIX IV STATUTORY AND GENERAL INFORMATION

| No. | Trademark | Place of registration | Name of applicant | Application no. | Class | Application date |
|-----|---|-----------------------|-------------------|---|--------------------|-------------------|
| 30 | SAPPHIRE NEURO | Hong Kong | ONM Singapore | 305887937 | 10, 44 | February 23, 2022 |
| 31 |  | European Union | ONM Singapore | 18555184 | 10, 44 | September 9, 2021 |
| 32 |  | European Union | ONM Singapore | 18641395 | 10, 44 | January 20, 2022 |
| 33 | JADE | European Union | ONM Singapore | 18657145 | 10, 44 | February 16, 2022 |
| 34 |  | European Union | ONM Singapore | 018657178 | 10, 44 | February 16, 2022 |
| 35 | 业聚 | Malaysia | ONM Singapore | TM2021036291 | 10, 35, 41, 42, 44 | December 23, 2021 |
| 36 |  | Malaysia | ONM Singapore | TM2022004186 (designated under International Registration No. 1645795) | 10, 35, 41, 42, 44 | January 13, 2022 |
| 37 |  | Malaysia | ONM Singapore | TM2022003475 (designated under International Registration No. 1643715) | 10 | January 12, 2022 |
| 38 | 业聚 | Singapore | ONM Singapore | 40202129435V | 10, 35, 41, 42, 44 | December 3, 2021 |
| 39 |  | Singapore | ONM Singapore | 40202203632W (designated under International Registration No. 1645795) | 10, 35, 41, 42, 44 | January 13, 2022 |

APPENDIX IV STATUTORY AND GENERAL INFORMATION

| No. | Trademark | Place of registration | Name of applicant | Application no. | Class | Application date |
|-----|---|--|-------------------|---|--------|------------------|
| 40 |  | Singapore | ONM Singapore | 40202203046U (designated under International Registration No. 1643715) | 10 | January 12, 2022 |
| 41 | TELEPORT | WIPO (designating Singapore Malaysia and Vietnam) | ONM Singapore | 1657184 | 10, 44 | March 23, 2022 |

(b) Patents

As of the Latest Practicable Date, our material granted patents were as follows:

| No. | Title | Place of registration | Name of registered proprietor | Patent no. | Expiry date |
|-----|--|----------------------------|-------------------------------|------------|-------------------|
| 1 | Bioabsorbable Polymeric Composition For A Medical Device | European Patent Convention | ONM Singapore | 3061791 | July 20, 2027 |
| 2 | Progenitor Endothelial Cell Capturing With A Drug Eluting Implantable Medical Device | European Patent Convention | ONM Singapore | EP1753476 | March 10, 2025 |
| 3 | Progenitor Endothelial Cell Capturing With A Drug Eluting Implantable Medical Device | European Patent Convention | ONM Singapore | EP2671540 | March 10, 2025 |
| 4 | Progenitor Endothelial Cell Capturing With A Drug Eluting Implantable Medical Device | European Patent Convention | ONM Singapore | EP1948069 | November 15, 2026 |

APPENDIX IV STATUTORY AND GENERAL INFORMATION

| No. | Title | Place of registration | Name of registered proprietor | Patent no. | Expiry date* |
|-----|--|----------------------------|-------------------------------|-------------------|-------------------|
| 5 | Medical Device With Coating That Promotes Endothelial Cell Adherence And Differentiation | European Patent Convention | ONM Singapore | EP1471853 | February 6, 2023 |
| 6 | Balloon Catheter | European Patent Convention | ONM Singapore | 1517720 | July 2, 2023 |
| 7 | Bioabsorbable Polymeric Composition For A Medical Device | European patent Convention | ONM Singapore | 2044140 | July 20, 2027 |
| 8 | Bioabsorbable Polymeric Composition For A Medical Device | Germany | ONM Singapore | 60 2007 051 053.8 | July 20, 2027 |
| 9 | Progenitor Endothelial Cell Capturing With A Drug Eluting Implantable Medical Device | Germany | ONM Singapore | 60 2005 047 102.2 | March 10, 2025 |
| 10 | Medical Device With Coating That Promotes Endothelial Cell Adherence And Differentiation | Germany | ONM Singapore | 603 50 032.3 | February 6, 2023 |
| 11 | Vorläufer-Endothelialzellen-Erfassung Mit Einer Implantierbaren Medizinischen Vorrichtung Zur Wirkstofffreisetzung | Germany | ONM Singapore | 60 2006 059 087.3 | November 15, 2026 |
| 12 | Vorläufer-Endothelialzellen-Erfassung mit einer implantierbaren medizinischen Vorrichtung zur Wirkstofffreisetzung | Germany | ONM Singapore | 60 2005 056 372.5 | May 10, 2025 |
| 13 | Balloon Catheter | Germany | ONM Singapore | 60305494.3 | July 2, 2023 |

* These patents cannot be extended after expiration.

APPENDIX IV STATUTORY AND GENERAL INFORMATION

| No. | Title | Place of registration | Name of registered proprietor | Patent no. | Expiry date |
|-----|--|-----------------------|-------------------------------|----------------------------------|-------------------|
| 14 | Bioabsorbable polymer composition for a medical device | Germany | ONM Singapore | 60 2007 057 469.2 | July 20, 2027 |
| 15 | Progenitor Endothelial Cell Capturing With A Drug Eluting Implantable Medical Device | Japan | ONM Singapore | 5755395 | March 10, 2025 |
| 16 | Progenitor Endothelial Cell Capturing With A Drug Eluting Implantable Medical Device | Japan | ONM Singapore | 5876173 | March 10, 2025 |
| 17 | Drug eluting balloon | Japan | ONM Singapore | 7027319 | February 8, 2037 |
| 18 | Endothelial ligand binding and coating medical device | PRC | ONM Singapore | 2005800040686 (Invention patent) | March 9, 2025 |
| 19 | Endothelial ligand binding and coating medical device | PRC | ONM Singapore | 2015103911947 (Invention patent) | March 9, 2025 |
| 20 | A drug eluting transplantable instrument for capturing progenitor endothelial cells | PRC | ONM Singapore | 2006800427176 (Invention patent) | November 14, 2026 |
| 21 | A drug eluting transplantable instrument for capturing progenitor endothelial cells | PRC | ONM Singapore | 2014100901794 (Invention patent) | November 14, 2026 |
| 22 | Quick exchange balloon catheter structure | PRC | ONM Shenzhen | 2013201867683 (Utility model) | April 14, 2023 |
| 23 | Quick exchange balloon catheter structure | PRC | ONM Shenzhen | 2013101288191 (Invention patent) | April 14, 2033 |
| 24 | Balloon thermoforming device | PRC | ONM Shenzhen | 2016213059440 (Utility model) | November 28, 2026 |

APPENDIX IV STATUTORY AND GENERAL INFORMATION

| No. | Title | Place of registration | Name of registered proprietor | Patent no. | Expiry date |
|-----|---|-----------------------|-------------------------------|----------------------------------|------------------|
| 25 | Balloon mold and molding system | PRC | ONM Shenzhen | 2017200774228 (Utility model) | January 18, 2027 |
| 26 | Drug Eluting Balloon Catheter | PRC | ONM Shenzhen | 2017200917185 (Utility model) | January 21, 2027 |
| 27 | Drug Eluting Balloon Catheter | PRC | ONM Shenzhen | 2017200912891 (Utility model) | January 21, 2027 |
| 28 | Bio-degradable Drug Eluting Stent | PRC | ONM Shenzhen | 2018205019332 (Utility model) | April 9, 2028 |
| 29 | A degradable material for double-layer stent | PRC | ONM Shenzhen | 2018205019667 (Utility model) | April 9, 2028 |
| 30 | A degradable stent with multiple layers of drug coating | PRC | ONM Shenzhen | 2018205026406 (Utility model) | April 9, 2028 |
| 31 | Balloon Catheter | PRC | ONM Shenzhen | 2019203171325 (Utility model) | March 12, 2029 |
| 32 | Microcatheter | PRC | ONM Shenzhen | 201820637934X (Utility model) | April 27, 2028 |
| 33 | Foley's tube | PRC | ONM Shenzhen | 2019104153117 (Invention) | May 16, 2039 |
| 34 | Catheter | PRC | ONM Shenzhen | 2021203593841 (Utility model) | February 8, 2031 |
| 35 | Adaptor device and catheter external members | PRC | ONM Shenzhen | 202121896243X (Utility model) | August 12, 2031 |
| 36 | Stent Delivery System with Raised Balloon | PRC | ONM Shenzhen | 2013201259796 (Utility model) | March 19, 2023 |
| 37 | Bioabsorbable Medical Device With Coating | United States | ONM Singapore | 7,959,942 | July 3, 2028 |
| 38 | Bioabsorbable Medical Device With Coating | United States | ONM Singapore | 8,642,068 | October 20, 2027 |
| 39 | Bioabsorbable Medical Device With Coating | United States | ONM Singapore | 9,211,205 | October 20, 2027 |

APPENDIX IV STATUTORY AND GENERAL INFORMATION

| No. | Title | Place of registration | Name of registered proprietor | Patent no. | Expiry date |
|-----|---|-----------------------|-------------------------------|------------|------------------|
| 40 | Bioabsorbable Polymeric Composition For A Medical Device | United States | ONM Singapore | 7,846,361 | July 20, 2027 |
| 41 | Bioabsorbable Polymeric Composition And Medical Device Background | United States | ONM Singapore | 8,691,321 | January 28, 2028 |
| 42 | Bioabsorbable Polymeric Composition For A Medical Device | United States | ONM Singapore | 7,897,224 | August 26, 2027 |
| 43 | Bioabsorbable Polymeric Composition For A Medical Device | United States | ONM Singapore | 8,137,603 | July 20, 2027 |
| 44 | Bioabsorbable Polymeric Composition For A Medical Device | United States | ONM Singapore | 8,642,707 | July 20, 2027 |
| 45 | Bioabsorbable Polymeric Composition For A Medical Device | United States | ONM Singapore | 9,173,973 | July 20, 2027 |
| 46 | Bioabsorbable Polymeric Composition And Medical Device | United States | ONM Singapore | 9,724,864 | October 20, 2027 |
| 47 | Bioabsorbable Polymeric Composition For A Medical Device | United States | ONM Singapore | 9,629,940 | June 29, 2028 |
| 48 | Bioabsorbable Polymeric Composition For A Medical Device | United States | ONM Singapore | 9,662,416 | June 29, 2028 |
| 49 | Balloon Catheter | United States | ONM Singapore | 7,169,162 | June 21, 2024 |
| 50 | Drug Eluting Balloon | United States | ONM Singapore | 10,792,477 | August 7, 2037 |

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| No. | Title | Place of registration | Name of registered proprietor | Patent no. | Expiry date |
|-----|--|-----------------------|-------------------------------|------------|------------------|
| 51 | Drug Eluting Balloon | United States | ONM Singapore | 10,737,075 | February 8, 2037 |
| 52 | Progenitor endothelial cell capturing with a drug eluting implantable medical device | United States | ONM Singapore | 8,460,367 | August 17, 2024 |

As of the Latest Practicable Date, we have applied for the registration of the following patents which have been published to the public and which we consider to be material to our business:

| No. | Title | Place of filing | Name of applicant | Application no. | Application date |
|-----|--|----------------------------|-------------------|------------------------------|--------------------|
| 1 | Drug Eluting Balloon | European Patent Convention | ONM Singapore | 17750680.5 | February 8, 2017 |
| 2 | Bioabsorbable Polymeric Composition For A Medical Device | European Patent Convention | ONM Singapore | 15003364.5 | July 20, 2007 |
| 3 | Bioabsorbable Polymeric Composition For A Medical Device | European Patent Convention | ONM Singapore | 15003278.7 | July 20, 2007 |
| 4. | Microcatheter | European Patent Convention | ONM Shenzhen | 18903042.2 | May 3, 2018 |
| 5 | Bioabsorbable Polymeric Composition For A Medical Device | Hong Kong | ONM Singapore | 16110924.2 | July 20, 2007 |
| 6 | Bioabsorbable Polymeric Composition For A Medical Device | Hong Kong | ONM Singapore | 16112995.2 | July 20, 2007 |
| 7 | Microcatheter | Hong Kong | ONM Shenzhen | 62020004861.4 | May 3, 2018 |
| 8 | Drug Eluting Balloon | Hong Kong | ONM Singapore | 19123672.8 | February 8, 2017 |
| 9 | Microcatheter | Japan | ONM Shenzhen | 2019-544055 | May 3, 2018 |
| 10 | Tip for foley's tube | PRC | ONM Shenzhen | 201910189985X (Invention) | March 13, 2019 |
| 11 | Microtubular | PRC | ONM Shenzhen | 2018104049585 (Invention) | April 28, 2018 |
| 12 | Anti-coagulation Coating and Preparation Method | PRC | ONM Shenzhen | 2021111199466 (Invention) | September 24, 2021 |
| 13 | A medical device | PRC | ONM Singapore | 2019104875185 | February 8, 2017 |
| 14 | Microcatheter | United States | ONM Shenzhen | 16/485,137 | May 3, 2018 |
| 15 | Drug Eluting Balloon | United States | ONM Singapore | 16/912,957 | June 26, 2020 |

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(c) Domain Names

As of the Latest Practicable Date, our material domain names were as follows:

| No. | Domain name | Registrant | Date of registration | Expiry date |
|------------|--------------------|-------------------|-----------------------------|--------------------|
| 1. | focusdb.cn | ONM Shenzhen | November 26, 2012 | November 26, 2023 |
| 2. | genous.cn | ONM Shenzhen | September 16, 2010 | September 16, 2023 |
| 3. | genous.com.cn | ONM Shenzhen | September 16, 2010 | September 16, 2023 |
| 4. | onpf-hv.cn | ONM Shenzhen | July 2, 2020 | July 2, 2023 |
| 5. | onpf-hv.com | ONM Shenzhen | July 2, 2020 | July 2, 2023 |
| 6. | onpf-hv.net | ONM Shenzhen | July 2, 2020 | July 2, 2023 |
| 7. | orbusneich.com.cn | ONM Shenzhen | November 24, 2014 | November 24, 2023 |
| 8. | NEICH.COM | ONM BVI | June 23, 2000 | June 23, 2022 |
| 9. | orbusbv.com | ONM BVI | December 11, 2003 | December 10, 2023 |
| 10. | orbusmedical.com | ONM BVI | December 30, 2014 | December 29, 2023 |
| 11. | orbusmt.com | ONM BVI | February 11, 1998 | February 10, 2023 |
| 12. | orbusneich.cn | ONM Shenzhen | September 15, 2019 | September 15, 2027 |
| 13. | orbusneich.co | ONM BVI | August 2, 2016 | August 2, 2023 |
| 14. | orbusneich.com | ONM BVI | January 14, 2005 | January 14, 2023 |
| 15. | orbusneich.eu | ONM BVI | August 23, 2006 | September 1, 2023 |
| 16. | orbusneich.info | ONM BVI | August 2, 2016 | August 2, 2023 |
| 17. | orbusneich.org | ONM BVI | August 2, 2016 | August 2, 2023 |

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

APPENDIX IV STATUTORY AND GENERAL INFORMATION

C. FURTHER INFORMATION ABOUT DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Disclosure of Interests

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

The following table sets out the interests and short positions of our Directors and chief executive of our Company immediately following completion of the [REDACTED] in our Shares, underlying Shares or debentures of our Company or any of our associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to us and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions in which they are 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 to be notified to us and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of [REDACTED] contained in the Listing Rules, once our Shares are [REDACTED]:

| Name of Director/ Chief Executive | Capacity/ nature of interest ⁽¹⁾ | Name of company | Number of Shares immediately after the completion of the [REDACTED] ⁽¹⁾ | Approximate percentage of shareholding in the total share capital of our Company after the [REDACTED] (after taking into account the Share Consolidation and without taking into account any Shares which may be allotted and issued under the Share Incentive Schemes) |
|---|---|--------------------|---|--|
| Mr. David CHIEN ⁽²⁾ | Interest of controlled corporation | The Company | [REDACTED] | [REDACTED]% |
| Ms. Kwai Ching Denise LAU ⁽²⁾ | Interest of controlled corporation | The Company | [REDACTED] | [REDACTED]% |
| Mr. Ching Chung John CHOW | Beneficial owner | The Company | [REDACTED] | [REDACTED]% |

Notes:

- (1) The calculation is based on the total number of [REDACTED] Shares in issue immediately after completion of the [REDACTED] (after taking into account the Share Consolidation without taking into account any Shares which may be issued under the Share Incentive Schemes).
- (2) HART owns 2,607,619,221 Shares as of the date of this document and [521,523,844] Shares after the Share Consolidation. Mr. David CHIEN and Ms. Kwai Ching Denise LAU holds 55% and 45% of shareholdings of HART, respectively. As such, under the SFO, each of Mr. David CHIEN and Ms. Kwai Ching Denise LAU is deemed to be interested in the Shares held by HART.

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(b) Interests of the substantial shareholders in the Shares

Save as disclosed in the section headed “Substantial Shareholders”, immediately following the completion of the [REDACTED] and without taking into account any Shares which may be issued pursuant to the Share Incentive Schemes, our Directors are not aware of any other person (not being a Director or chief executive of our Company) who will have an interest or short position in the Shares or the underlying Shares which would fall to be disclosed to us and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who is, directly or indirectly, interested in 10% or more of the issued voting shares of our Company.

2. Particulars of Directors’ Service Contracts and Letters of Appointment

Each of our executive Directors has entered into a service contract with our Company on [●] and we have issued letters of appointment to our non-executive Director and each of our independent non-executive Directors. The principal particulars of these service contracts and letters of appointment are (a) for a term of 3 years commencing from the [REDACTED] and (b) are subject to termination in accordance with their respective terms. The term of the service contracts and the letters of appointment may be renewed in accordance with our Articles of Association and the applicable Listing Rules.

Save as disclosed above, none of our Directors has entered, or has proposed to enter, 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)).

3. Emoluments of Directors

The aggregate amount of emoluments which was paid to our Directors for the years ended December 31, 2019, 2020, 2021 and the six months ended June 30, 2022 were approximately US\$1.2 million, US\$1.2 million, US\$1.4 million and US\$1.0 million, respectively.

It is estimated that emoluments and benefits in kind equivalent to approximately US\$1.9 million (equivalent to HK\$15.1 million) in aggregate will be paid and granted to our Directors by us in respect of the year ending December 31, 2022 under arrangements in force at the date of this document.

The aggregate amount of remuneration which were paid by the Group to our five highest paid individual (including both employees and Directors) for the years ended December 31, 2019, 2020, 2021 and the six months ended June 30, 2022 were US\$2.5 million, US\$1.9 million, US\$2.3 million and US\$1.5 million, respectively.

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None of our Directors or any past directors of any member of the Group has been paid any sum of money for each of the years ended December 31, 2019, 2020, 2021 and the six months ended June 30, 2022 as (a) an inducement to join or upon joining the Company; or (b) for loss of office as a director of any member of the Group or of any other office in connection with the management of the affairs of any member of the Group.

There has been no arrangement under which a Director has waived or agreed to waive any emoluments for each of the years ended December 31, 2019, 2020, 2021 and the six months ended June 30, 2022.

4. Disclaimers

Save as disclosed in this document:

- (a) none of our Directors or our chief executive has any interest or short position in the Shares, underlying Shares or debentures of us or any of our associated corporations (within the meaning of Part XV the SFO) which will have to be notified to us and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO, or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required to be notified to us and the Stock Exchange pursuant to Model Code for Securities Transactions by Directors of Listed Issuers once the Shares are [REDACTED] on the Stock Exchange;
- (b) none of our Directors is aware of any person (not being a Director or chief executive of the Company) who will, immediately following completion of the [REDACTED] (without taking into account any Shares which may be allotted and issued pursuant to the exercise of options which were granted under the Share Incentive Schemes), have an interest or short position in the Shares or underlying Shares which would fall to be disclosed to us under the provisions of Divisions 2 and 3 of Part XV of the SFO or who is interested, directly or indirectly, in 10% or more of the issued voting shares of any member of our Group; and
- (c) none of our Directors is interested in our promotion, or in any assets which, within the two years immediately preceding the date of this Document, have been acquired or disposed of by or leased to us, or are proposed to be acquired or disposed of by or leased to our Company;
- (d) none of our Directors is materially interested in any contract or arrangement subsisting at the date of this Document which is significant in relation to our business; and
- (e) so far as is known to our Directors, none of our Directors, their respective close associates (as defined under the Listing Rules) or Shareholders who own more than 5% of the number of issued shares of the Company have any interests in the five largest customers or the five largest suppliers of the Group.

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D. SHARE INCENTIVE SCHEMES

1. Pre-[REDACTED] Share Option Scheme

(a) *Purpose and Principal Terms*

The purpose of the Pre-[REDACTED] Share Option Scheme is to enable our Group to grant options or awards to qualified persons (as determined by the sole opinion of our Board) including any director, employee, advisor and consultant of our Company or any of our associated companies as incentives, attraction, motivation or rewards by reason of their contribution or potential contribution to our Company and/or any of our associated companies. The principal terms of the Pre-[REDACTED] Share Option Scheme are as follows:

- (i) Subject to any alterations set out under the Pre-[REDACTED] Share Option Scheme in the event of any capitalization issue, rights issue, sub-division, consolidation of shares, or reduction of capital of our Company that may take place after the [REDACTED], the maximum number of Shares in respect of which options or awards may be granted under the Pre-[REDACTED] Share Option Scheme shall be 200,000,000 Shares (40,000,000 Shares as adjusted after Share Consolidation).
- (ii) An option shall be deemed to have been granted and accepted by the grantee and to have taken effect when a copy of the grant letter of the option ("**Grant Letter**") is duly signed by the grantee, together with other documents or undertakings to be signed by the grantees as a condition to acceptance (if applicable), are all duly received by our Company on or before the relevant acceptance date.
- (iii) No option or award under the Pre-[REDACTED] Share Option Scheme will be granted after the [REDACTED], although provisions of the Pre-[REDACTED] Share Option Scheme will in all other respects remain in full force and effect to the extent necessary to give effect to the exercise of any options granted pursuant to the Pre-[REDACTED] Share Option Scheme on or prior to the [REDACTED] or otherwise as may be required in accordance with the provisions of the Pre-[REDACTED] Share Option Scheme and options granted prior thereto but not yet exercised shall continue to be valid and exercisable in accordance with this Scheme.
- (iv) A grantee may subscribe for the Shares on the exercise of an option at the price approved by the Board in its absolute discretion with reference to factors which may include business performance and value of our Company and individual performance of the relevant grantee, and in any case, shall not be less than the par value of the Shares.

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- (v) An option is personal to the grantee and is not assignable and no grantee is permitted in any way to sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favor of any third party over or in relation to any option or attempt to do so (with the exception that the grantee may nominate a nominee in whose name the Shares issued pursuant to the Pre-[REDACTED] Share Option Scheme may be registered). Any breach of the foregoing shall entitle our Company to cancel any outstanding options or any part thereof granted to such grantee without compensation.
- (vi) The Shares to be allotted upon the exercise of an option is subject to the constitutional documents of our Company for the time being in force and, once issued, ranks *pari passu* in all respects with and has the same voting, dividend, transfer and other rights, including those arising on liquidation of our Company as attached to the fully-paid Shares in issue on the date of issue.
- (vii) Each grantee to whom a share award has been granted shall be entitled to the Shares they are awarded in accordance with the terms (including any restrictions and vesting requirement that may be imposed) of the Pre-[REDACTED] Share Option Scheme and the respective grantee's offer document. However, unless otherwise waived by the Board and/or the committee (the "**Option Plan Committee**") authorized by the Board to administer the Pre-[REDACTED] Share Option Plan, a grantee is not entitled to exercise any Option until the [REDACTED].
- (viii) The exercise of any Option under the Pre-[REDACTED] Share Option Scheme is subject to and conditional upon the commencement of dealings in these Shares on a Stock Exchange. If this condition is not fulfilled by December 31, 2022 (or such later date as the Board and/or the Option Plan Committee by resolution determines), the Pre-[REDACTED] Share Option Scheme and all options granted hereunder shall lapse automatically and cease to have any further effect.
- (ix) In terms of rights on death or termination of employment:
 - (a) If the grantee ceases to be an eligible participant of the Pre-[REDACTED] Share Option Scheme as a result of death, ill-health, injury or disability (including permanent disability), provided that the grantee's relationship with the Group had not been otherwise terminated by the occurrence of events which would have caused his option(s) to lapse (as defined in the Pre-[REDACTED] Share Option Scheme), the grantee or his personal representatives is entitled within 12 months from the date of cessation of being an eligible participant or death to exercise his option in full (to the extent not already exercised);

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- (b) If the grantee ceases to be an eligible participant of the Pre-[REDACTED] Share Option Scheme as a result of termination of his relationship with the Group due to the occurrence of events which would have caused his option(s) to lapse (as defined in the Pre-[REDACTED] Share Option Scheme), the grantee's options will terminate on the date of such cessation without compensation, regardless of whether the options are exercisable or not;
- (c) If the grantee's ceases to be an eligible participant of the Pre-[REDACTED] Share Option Scheme as a result of termination of his relationship with the Group for any reason other than those referred to in (a) and (b) above, the grantee may exercise his option up to his entitlement at the date of cessation of being an eligible participant (to the extent not already exercised) within 90 days following the date of such cessation.
- (x) The Board may, at any time, alter in any respect the terms and conditions of the Pre-[REDACTED] Share Option Scheme and the regulations for the Pre-[REDACTED] Share Option Scheme's administration and operation, provided that the amended terms remain in compliance with the applicable laws and regulatory requirements and such alteration does not adversely affect the terms of issue of any Option granted or agreed to be granted prior to such alteration or to reduce the proportion of the equity capital to which any person was entitled pursuant to such Option prior to such alteration except with the grantee's written consent or by special resolution passed at a meeting of the grantees. Written notice of any alterations made in accordance with this paragraph (ix) shall be given to all grantees.
- (xi) Our Company by ordinary resolution of the Board may at any time resolve to terminate the operation of the Pre-[REDACTED] Share Option Scheme and in such event no further options shall be offered but the provisions of the Pre-[REDACTED] Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted prior to the termination or otherwise as may be required in accordance with the provisions of the Pre-[REDACTED] Share Option Scheme and options granted prior to such termination shall continue to be valid and exercisable in accordance with this Scheme.

(b) Outstanding Grants

As of the date of this document, outstanding options to subscribe for an aggregate of [9,274,900] Shares (as adjusted after Share Consolidation) have been granted to a total of 102 eligible participants by our Company under the Pre-[REDACTED] Share Option Scheme. The consideration paid by the grantees who have been granted options under the Pre-[REDACTED] Share Option Scheme was nil.

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A summary of the grantees who have been granted options under the Pre-[REDACTED] Share Option Scheme is set forth below:

| Grantee | Position/Relationship | Address | Number of Shares under outstanding options granted | Number of Shares under outstanding after Share Consolidation | Approximate percentage of enlarged issued share capital of the Company immediately after completion of [REDACTED] (assuming no Shares are issued pursuant to the Pre-[REDACTED] Share Option Scheme) | Note(s) |
|--|---|---|--|--|--|---------|
| Directors | | | | | | |
| Wing Shing CHEN (陳詠成) | Executive Director, chief financial officer and company secretary | Flat A, 6/F, Tower 16, Mayfair by the Sea I, No. 23 Fo Chun Road, Tai Po, N.T., Hong Kong | 2,000,000 | [400,000] | [REDACTED]% | 1 |
| Ching Chung John CHOW (周靜忠) | Executive Director and head of business development | Flat 6 2/F, Block B, Villa Lotto, 18 Broadwood Road, Hong Kong | 1,000,000 | [200,000] | [REDACTED]% | 1 |
| Senior Management | | | | | | |
| Alain Djamel KHAIR | Chief commercial officer | 9 Thornton Road, Bromley, Kent BR1 5AP, United Kingdom | 2,000,000 | [400,000] | [REDACTED]% | 2 |
| Robert John COTTONE JR | Chief technical officer | 13040 SW 30th CT, Davie, FL 33330, United States | 2,000,000 | [400,000] | [REDACTED]% | 2 |
| Other Grantees | | | | | | |
| 98 other option holders including consultants and current employees of our Group | Not applicable | Not applicable | 39,374,500 | [7,874,900] | [REDACTED]% | 1, 2, 3 |
| Total | | | 46,374,500 | [9,274,900] | [REDACTED]% | |

Notes:

- (1) With vesting commencement date on January 1, 2022 and a 48-month vesting period. Options are exercisable upon completion of the [REDACTED] until January 1, 2031, being the 10th anniversary of the date of the grant letter, at an exercise price of US\$0.15 (US\$0.75 as adjusted by Share Consolidation, which is equivalent to approximately HK\$5.87).

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- (2) With vesting commencement date on January 1, 2022 and a 48-month vesting period. Options exercisable upon completion of the [REDACTED] until January 1, 2031, being the 10th anniversary of the date of the grant letter, at an exercise price of US\$0.20 (US\$1.0 as adjusted by Share Consolidation, which is equivalent to approximately HK\$7.83).
- (3) Options with exercise price of US\$0.10 with no vesting period.

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

Application has been made to the [REDACTED] for the [REDACTED] of and permission to [REDACTED] in the [9,274,900] Shares (as adjusted after Share Consolidation) that may be allotted and issued pursuant to the options granted under the Pre-[REDACTED] Share Option Scheme.

(c) Dilution Effect and impact on the earnings per Share

Subject to any alterations set out under the Pre-[REDACTED] Share Option Scheme in the event of any capitalization issue, rights issue, sub-division, consolidation of shares, or reduction of capital of our Company that may take place after the [REDACTED], the total number of shares subject to the options granted under the Pre-[REDACTED] Share Option Scheme shall be no more than [9,274,900] Shares (as adjusted after Share Consolidation), representing approximately [REDACTED]% of the issued share capital of our Company immediately upon completion of the [REDACTED] (excluding any Share which may fall to be allotted and issued under the Share Incentive Schemes). As such, taking into account the Shares to be allotted and issued under the Share Incentive Schemes, the shareholding of our Shareholders immediately following completion of the [REDACTED] will be diluted by approximately [REDACTED]%. There would be a maximum potential dilutive effect of [REDACTED]% on the earnings per share arising from exercise of the outstanding options.

2. Post-[REDACTED] Share Option Scheme

The following is a summary of the principal terms of the Post-[REDACTED] Share Option Scheme conditionally adopted by the resolutions in writing of all our Shareholders passed on [●].

(a) Purpose

The purpose of the Post-[REDACTED] Share Option Scheme is to enable our Group to grant options to selected participants as incentives or rewards for their contribution to our Group. Our Directors consider the Post-[REDACTED] Share Option Scheme, with its broadened basis of participation, will enable our Group to reward our employees, our Directors and other selected participants for their contributions to our Group. Given that our Directors are entitled to determine the performance targets to be achieved as well as the minimum period that an option must be held before an option can be exercised on a case by case basis, and that the exercise price of an option cannot in

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any event fall below the price stipulated in the Listing Rules or such higher price as may be fixed by our Directors, it is expected that grantees of an option will make an effort to contribute to the development of our Group so as to bring about an increased market price of the Shares in order to capitalize on the benefits of the options granted.

(b) Who may join

Our Directors (which expression shall, for the purpose of this paragraph, include a duly authorized committee thereof) may, at their absolute discretion, invite any person belonging to any of the following classes of participants, who our Board considers, in its sole discretion, have contributed or will contribute to our Group, to take up options to subscribe for Shares:

- (i) any directors (including executive Directors, non-executive Directors and independent non-executive Directors) and employees of any member of our Group; and
- (ii) any advisors, consultants, distributors, contractors, customers, suppliers, agents, business partners, joint venture business partners, service providers of any member of our Group.

For the purposes of the Post-[REDACTED] Share Option Scheme, the options may be granted to any company wholly-owned by one or more persons belonging to any of these classes of participants. For the avoidance of doubt, the grant of any options by our Company for the subscription of Shares or other securities of our Group to any person who falls within any of these classes of participants shall not, by itself, unless our Directors otherwise so determine, be construed as a grant of option under the Post-[REDACTED] Share Option Scheme.

The eligibility of any of these class of participants to the grant of any option shall be determined by our Directors from time to time on the basis of our Directors' opinion as to the participant's contribution to the development and growth of our Group.

(c) Maximum number of Shares

- (i) The maximum number of Shares which may be issued upon the exercise of all outstanding options granted and yet to be exercised under the Post-[REDACTED] Share Option Scheme and any other share option scheme(s) of our Group shall not in aggregate exceed 30% of the issued share capital of our Company from time to time.
- (ii) The total number of Shares which may be issued upon exercise of all options to be granted under the Post-[REDACTED] Share Option Scheme and any other share option scheme of our Group shall not in aggregate exceed 10% of the Shares in issue on the day on which [REDACTED] of the Shares commence on the [REDACTED], such 10% limit represents [REDACTED] Shares (the "General Scheme Limit").

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- (iii) Subject to paragraph (i) above and without prejudice to paragraph (iv) below, our Company may issue a circular to its Shareholders and seek approval of its Shareholders in a general meeting to extend the General Scheme Limit provided that the total number of Shares which may be issued upon exercise of all options to be granted under the Post-[REDACTED] Share Option Scheme and any other share option scheme of our Group shall not exceed 10% of the Shares in issue as of the date of approval of the limit and, for the purpose of calculating the limit, options (including those outstanding, cancelled, lapsed or exercised in accordance with the Post-[REDACTED] Share Option Scheme and any other share option scheme of our Group) previously granted under the Post-[REDACTED] Share Option Scheme and any other share option scheme of our Group will not be counted. The circular sent by our Company to its Shareholders shall contain, among other information, the information required under Rule 17.02(2)(d) of the Listing Rules and the disclaimer required under Rule 17.02(4) of the Listing Rules.

- (iv) Subject to paragraph (i) above and without prejudice to paragraph (iii) above, our Company may seek separate Shareholders' approval in a general meeting to grant options beyond the General Scheme Limit or, if applicable, the extended limit referred to in paragraph (iii) above to participants specifically identified by our Company before such approval is sought. In such event, our Company must send a circular to its Shareholders containing a general description of the specified participants, the number and terms of options to be granted, the purpose of granting options to the specified participants with an explanation as to how the terms of the options serve such purpose and such other information required under Rule 17.02(2)(d) of the Listing Rules and the disclaimer required under Rule 17.02(4) of the Listing Rules.

(d) *Maximum entitlement of each participant*

The total number of Shares issued and which may fall to be issued upon exercise of the options granted under the Post-[REDACTED] Share Option Scheme and any other share option scheme of our Company (including both exercised and outstanding options) to each participant in any 12-month period shall not exceed 1% of the issued share capital of our Company for the time being (the "**Individual Limit**"). Any further grant of options in aggregate in excess of the Individual Limit in any 12-month period up to and including the date of such further grant shall be subject to the issue of a circular to our Shareholders and our Shareholders' approval in general meeting of our Company with such participant and his close associates (or his associates if the participant is a connected person) abstaining from voting. The number and terms (including the exercise price) of options to be granted to such participant must be fixed before Shareholders' approval and the date of board meeting for proposing such further grant should be taken as the date of grant for the purpose of calculating the exercise price under note (1) to Rule 17.03(9) of the Listing Rules.

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(e) Grant of options to connected persons

- (i) Any grant of options under the Post-[REDACTED] Share Option Scheme to a director, chief executive or substantial shareholder of our Company or any of their respective associates must be approved by our independent non-executive Directors (excluding any independent non-executive Director who is the proposed grantee of the options).
- (ii) Where any grant of options to a substantial Shareholder of our Company or an independent non-executive Director or any of their respective associates would result in the Shares issued and to be issued upon exercise of all options already granted and to be granted (including options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such grant:
 - 1. representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue; and
 - 2. having an aggregate value, based on the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet the date of the offer of grant, in excess of HK\$5 million (or such other higher amount as may from time to time be specified by the Stock Exchange);

such further grant of options must be approved by our Shareholders in a general meeting. Our Company must send a circular to its Shareholders. The grantee, his associates and all core connected persons of our Company must abstain from voting in favor of the relevant resolution at such general meeting. Any vote taken at the general meeting to approve the grant of such options must be taken on a poll. Any change in the terms of options granted to a substantial shareholder or an independent non-executive Director or any of their respective associates must be approved by our Shareholders in a general meeting.

(f) Time of acceptance and exercise of option

An option may be accepted by a participant within 5 Business Days from the date of the offer of grant of the option.

An option may be exercised in accordance with the terms of the Post-[REDACTED] Share Option Scheme at any time during a period to be determined and notified by our Directors to each grantee, which period may commence on a day after the date upon which the offer for the grant of options is made but shall end in any event not later than 10 years from the date of grant of the option subject to the provisions for early termination under the Post-[REDACTED] Share Option Scheme. Unless otherwise

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determined by our Directors and stated in the offer of the grant of options to a grantee, there is no minimum period required under the Post-[REDACTED] Share Option Scheme for the holding of an option before it can be exercised.

(g) Performance targets

Unless our Directors otherwise determine and state in the offer of the grant of options to a grantee, a grantee is not required to achieve any performance targets before any options granted under the Post-[REDACTED] Share Option Scheme can be exercised.

(h) Subscription price for Shares and consideration for the option

The subscription price per Share under the Post-[REDACTED] Share Option Scheme will be a price determined by our Directors, but shall not be less than the highest of (i) the closing price of the Shares as stated in the Stock Exchange’s daily quotations sheet on the date of the offer of grant; (ii) the average closing price of the Shares as stated in the Stock Exchange’s daily quotations for the five Business Days immediately preceding the date of the offer of grant (provided that in the event that any option is proposed to be granted within a period of less than five Business Days after the [REDACTED] of the Shares first commences on the [REDACTED], the new [REDACTED] of the Shares for the [REDACTED] shall be used as the closing price for any Business Day falling within the period before [REDACTED]); and (iii) the nominal value of a Share on the date of grant.

A nominal consideration of HK\$1.00 is payable upon acceptance of the grant of an option.

(i) Ranking of Shares

- (i) Shares allotted and issued upon the exercise of an option will be identical to the then existing issued shares of our Company and subject to all the provisions of the Memorandum of Association and Articles of Association and will rank *pari passu* in all respects with the fully paid Shares in issue on the date the name of the grantee is registered on the register of members of our Company or, if that date falls on a day when the register of members of our Company is closed, the first day of the re-opening of the register of members (“**Exercise Date**”) and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Exercise Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date thereof shall be before the Exercise Date. A Share allotted upon the exercise of an option shall not carry voting rights or rights to participate in any dividends or distributions (including those arising on a liquidation of our Company) declared or

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recommended or resolved to be paid to the Shareholders on the register until the completion of the registration of the grantee on the register of members of our Company as the holder thereof.

- (ii) Unless the context otherwise requires, references to "Shares" in this paragraph include references to shares in the ordinary equity share capital of our Company of such nominal amount as shall result from a subdivision, consolidation, re-classification or re-construction of the share capital of our Company from time to time.

(j) Restrictions on the time of grant of options

No offer for grant of options shall be made after inside information has come to our Company's knowledge until it has announced the information in accordance with the requirements of the Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of (a) the date of the meeting of our Directors (as such date is first notified to the Stock Exchange in accordance with the requirements of the Listing Rules) for the approval of our Company's results for any year, half-year, quarter or any other interim period (whether or not required under the Listing Rules); and (b) the last date on which our Company must publish its announcement of its results for any year, half-year, quarter or any other interim period (whether or not required under the Listing Rules), and ending on the date of the announcement of the results, no offer for grant of options may be made.

Our Directors may not grant any option to a participant who is a Director during the period or time in which Directors are prohibited from dealing in shares pursuant to the Model Code for Securities Transactions by Directors of [REDACTED] prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by our Company.

(k) Period of the Post-[REDACTED] Share Option Scheme

The Post-[REDACTED] Share Option Scheme will remain in force for a period of 10 years commencing on the date on which the Post-[REDACTED] Share Option Scheme is adopted.

(l) Rights are personal to the grantee

An option is personal to the grantee and shall not be transferable or assignable and no grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest in favor of or enter into any agreement with any other person over or in relation to any option, except for the transmission of an option on the death of the grantee to his personal representative(s) on the terms of the Post-[REDACTED] Share Option Scheme.

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(m) Rights on ceasing employment

If the grantee of an option is an Eligible Employee and ceases to be an Eligible Employee for any reason other than death, or for serious misconduct or other grounds referred to in sub-paragraph (o) below before exercising his option in full, the option (to the extent not already exercised) will lapse on the date of cessation and will not be exercisable unless our Directors otherwise determine in which event the grantee may exercise the option (to the extent not already exercised) in whole or in part within such period as our Directors may determine following the date of such cessation, which will be taken to be the last day on which the grantee was physically at work with our Group whether salary is paid in lieu of notice or not.

(n) Rights on death

If the grantee of an option is an Eligible Employee and ceases to be an Eligible Employee by reason of his death, before exercising the option in full, provided that none of the events for termination of employment (as defined in the Post-[REDACTED] Share Option Scheme) then exists with respect to such grantee, his personal representative(s), or, as appropriate, the grantee may exercise the option (to the extent not already exercised) in whole or in part within a period of 12 months following the date of death of the grantee.

(o) Rights on dismissal

If the grantee of an option is an Eligible Employee and ceases to be an Eligible Employee by reason that he has been guilty of serious misconduct or has committed any act of bankruptcy or has become insolvent or has made any arrangements or composition with his creditors generally, or has been convicted of any criminal offence (other than an offence which in the opinion of our Directors does not bring the grantee or our Group into disrepute) or on any other ground on which an employer would be entitled to terminate his or her employment summarily, his option will lapse automatically and will not be exercisable on or after the date of ceasing to be an Eligible Employee.

(p) Rights on a general offer, a compromise or arrangement

If a general offer by way of takeover or otherwise (other than by way of scheme of arrangement) is made to our Shareholders (other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant option, our Company shall forthwith give notice thereof to the grantee and the grantee shall be entitled to exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, at any time within such period as shall be notified by our Company.

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If a general offer for Shares by way of scheme of arrangement is made to our Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company.

(q) Rights on winding up

In the event a notice is given by our Company to our Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall forthwith give notice thereof to the grantee and the grantee (or in the case of the death of the grantee, his personal representatives(s)) may at any time within such period as shall be notified by our Company, subject to the provisions of all applicable laws, exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed general meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such option.

(r) Adjustments to the subscription price

In the event of a capitalization issue, rights issue, subdivision or consolidation of Shares or reduction of capital of our Company whilst an option remains exercisable, such corresponding adjustment (if any) certified by the auditors for the time being of or an independent financial advisor to our Company as fair and reasonable will be made to (a) the number or nominal amount of Shares to which the Post-[REDACTED] Share Option Scheme or any option relates, so far as unexercised, and/or (b) the subscription price of the option concerned, and/or (c) the method of exercise of the Option, provided that (i) any adjustments shall give a grantee the same proportion of the issued share capital to which he was entitled prior to such alteration; (ii) the issue of Shares or other securities of our Group as consideration in a transaction may not be regarded as a circumstance requiring adjustment; and (iii) no adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value. In addition, in respect of any such adjustments, other than any adjustment made on a capitalization issue, such auditors or independent financial advisor must confirm to our Directors in writing that the adjustments satisfy the requirements of the relevant provision of the Listing Rules and such other applicable guidance and/or interpretation of the Listing Rules from time to time issued by the Stock Exchange (including, but not limited to, the "Supplementary Guidance on Main Board Listing Rule 17.03(13) and the Note immediately after the Rule" attached to the letter from the Stock Exchange dated September 5, 2005 to all issuers relating to share option schemes).

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(s) Cancellation of options

Any options granted but not exercised may be cancelled if the grantee so agrees. Issuance of new options to the same grantee may only be made if there are unissued options available under the Post-[REDACTED] Share Option Scheme (excluding the cancelled options) and in compliance with the terms of the Post-[REDACTED] Share Option Scheme.

(t) Termination of the Post-[REDACTED] Share Option Scheme

Our Company may by ordinary resolution in a general meeting at any time resolve to terminate the Post-[REDACTED] Share Option Scheme prior to the expiry of the Post-[REDACTED] Share Option Scheme and in such event no further options shall be offered or granted but in all other respects the provisions of the Post-[REDACTED] Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any options (to the extent not already exercised) granted prior to the termination or otherwise as may be required in accordance with the provisions of the Post-[REDACTED] Share Option Scheme. Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with the Post-[REDACTED] Share Option Scheme.

(u) Lapse of option

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

- (i) the expiry of the period referred to in sub-paragraph (f);
- (ii) the expiry of the periods or dates referred to in sub-paragraphs (m), (n), (o), (p) and (q);
- (iii) the date on which the grantee commits a breach of the provision which restricts the grantee to transfer or assign an option granted under the Post-[REDACTED] Share Option Scheme or sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest in favor of or enter into any agreement with any other person over or in relation to any option except for the transmission of an Option on the death of the Grantee to his personal representative(s) on the terms of this Scheme;
- (iv) the date on which the grantee (being an employee or a director of any member of our Group) ceases to be a participant of the Post-[REDACTED] Share Option Scheme by reason of the termination of his or her employment or engagement on the grounds that he or she has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his or her debts or has become bankrupt or has made any arrangement or

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- (v) composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;
 - (vi) the date on which the grantee joins a company which the board believes in its sole and reasonable opinion to be a competitor of our Company;
 - (vii) the date on which the grantee (being a corporation) appears either to be unable to pay or to have no reasonable prospect of being able to pay its debts or has become insolvent or has made any arrangement or composition with its creditors generally; and
 - (viii) unless our Board otherwise determines, and other than in the circumstances referred to in sub-paragraphs (m) or (n), the date the Grantee ceases to be a Participant (as determined by a Board resolution) for any other reason.
- (v) *Others*
- (i) The Post-[REDACTED] Share Option Scheme is conditional on the [REDACTED] granting or agreeing to grant approval of (subject to such condition as the Stock Exchange may impose) the [REDACTED] of and permission to [REDACTED] in such number of Shares to be issued pursuant to the exercise of any options which may be granted under the Post-[REDACTED] Share Option Scheme, such number representing the General Scheme Limit. Application has been made to the [REDACTED] for the [REDACTED] of and permission to [REDACTED] in the Shares to be issued within the General Scheme Limit pursuant to the exercise of any options which may be granted under the Post-[REDACTED] Share Option Scheme.
 - (ii) The terms and conditions of the Post-[REDACTED] Share Option Scheme relating to the matters set forth in Rule 17.03 of the Listing Rules shall not be altered to the advantage of grantees of the options except with the approval of our Shareholders in a general meeting.
 - (iii) Any alterations to the terms and conditions of the Post-[REDACTED] Share Option Scheme which are of a material nature or any change to the terms of options granted must be approved by our Shareholders in a general meeting and the Stock Exchange, except where the alterations take effect automatically under the existing terms of the Post-[REDACTED] Share Option Scheme.
 - (iv) The amended terms of the Post-[REDACTED] Share Option Scheme or the options shall comply with the relevant requirements of Chapter 17 of the Listing Rules.

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- (v) Any change to the authority of our Directors or the scheme administrators in relation to any alteration to the terms of the Post-[REDACTED] Share Option Scheme shall be approved by our Shareholders in a general meeting.

(w) Value of options

Our Directors consider it inappropriate to disclose the value of options which may be granted under the Post-[REDACTED] Share Option Scheme as if they had been granted as of the Latest Practicable Date. Any such valuation will have to be made on the basis of a certain option pricing model or other method that depends on various assumptions including the exercise price, the exercise period, interest rate, expected volatility and other variables. As no options have been granted, certain variables are not available for calculating the value of options. Our Directors believe that any calculation of the value of options granted as of the Latest Practicable Date would be based on a number of speculative assumptions that are not meaningful and would be misleading to investors.

(x) Grant of options

As of the date of this document, no options have been granted or agreed to be granted under the Post-[REDACTED] Share Option Scheme.

Application has been made to the [REDACTED] for the [REDACTED] of, and permission to [REDACTED] in, the Shares which may fall to be issued pursuant to the exercise of the options to be granted under the Post-[REDACTED] Share Option Scheme.

E. OTHER INFORMATION

1. Estate Duty

Our Directors have been advised that no material liability for estate duty is likely to fall on our Company or any of our subsidiaries.

2. Litigation

Except as disclosed in this document, as of the Latest Practicable Date, we were not 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 any member of our Group, that would have a material adverse effect on our Group's results of operations or financial condition, taken as a whole.

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3. Preliminary expenses

As of the Latest Practicable Date, our Company has not incurred any material preliminary expenses.

4. Promoter

Our Company has no promoter for the purpose of the [REDACTED]. Within the two years preceding the date of this document, no cash, securities or other benefit has been paid, allotted or given or is proposed to be paid, allotted or given to any promoter in connection with the [REDACTED] and the related transactions described in this document.

5. Taxation of Holders of Shares

(1) *Hong Kong*

[REDACTED] in Shares registered on our Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty. The sale, purchase and transfer of Shares are subject to Hong Kong stamp duty. The current rate charged on each of the purchaser and seller is 0.13% of the consideration or, if higher, the value of the Shares being sold or transferred. Dividends paid on Shares will not be subject to tax in Hong Kong and no tax is imposed in Hong Kong in respect of capital gains. However, profits from [REDACTED] in the Shares derived by persons carrying on a business of trading or dealings in securities in Hong Kong arising in or derived from Hong Kong may be subject to Hong Kong profits tax. The Revenue (Abolition of Estate Duty) Ordinance 2005 came into effect on February 11, 2006 in Hong Kong. No Hong Kong estate duty is payable and no estate duty clearance papers are needed for a grant of representation in respect of holders of Shares whose death occurs on or after February 11, 2006.

(2) *Cayman Islands*

There is no stamp duty payable in the Cayman Islands on transfers of shares of Cayman Islands companies save for those which hold interests in land in the Cayman Islands.

(3) *Consultation with professional advisors*

Potential investors in the [REDACTED] are urged to consult their professional tax advisors if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in our Shares (or exercising rights attached to them). None of us, the Joint Sponsors, the [REDACTED], the [REDACTED], the [REDACTED], the [REDACTED], the [REDACTED], or any other person or party involved in the [REDACTED] accept responsibility for any tax effects on, or liabilities of, any person, resulting from the subscription, purchase, holding or disposal of, dealing in or the exercise of any rights in relation to our Shares.

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6. Application for [REDACTED]

The Joint Sponsors has made an application on behalf of our Company to the [REDACTED] of the [REDACTED] for the [REDACTED] of, and permission to [REDACTED] in, the Shares in issue and to be [REDACTED] as mentioned in this document. All necessary arrangements have been made to enable the securities to be admitted into [REDACTED].

7. No Material Adverse Change

Our Directors confirm that up to the date of this document, there has been no material adverse change in the financial or trading position or prospect of our Group since June 30, 2022 (being the date to which the latest audited consolidated financial statements of our Group were prepared).

8. Qualifications of Experts

The qualifications of the experts (as defined under the Listing Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance) who have given their opinion and/or advice in this document are as follows:

| Name | Qualifications |
|--|---|
| China International Capital Corporation Hong Kong Securities Limited | A licensed corporation under the SFO to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) regulated activities as defined under the SFO |
| CCB International Capital Limited | A licensed corporation under the SFO to conduct Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities as defined under the SFO |
| PricewaterhouseCoopers | Certified Public Accountants under Professional Accountants Ordinance (Chapter 50 of the Laws of Hong Kong) Registered Public Interest Entity Auditor under Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong) |
| King & Wood Mallesons | PRC legal advisors |

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| Name | Qualifications |
|---|---|
| Conyers Dill & Pearman | Cayman Islands attorneys-at-law |
| China Insights Industry Consultancy Limited | Industry consultant |
| Herbert Smith Freehills | Legal advisors as to international sanctions laws |
| Stibbe | Dutch legal advisors as to the Investigation |

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

9. Consents

Each of the experts named in paragraph headed “8. Qualifications of Experts” above has given and has not withdrawn their respective written consents to the issue of this document with the inclusion of their reports and/or letters and/or the references to their names included herein in the form and context in which they are respectively included.

10. Joint Sponsors’ Independence

China International Capital Corporation Hong Kong Securities Limited is not considered as an independent sponsor according to the independence criteria applicable to sponsors as set out in Rule 3A.07 of the Listing Rules, as CICC Biomedical Fund is one of our Pre-[REDACTED] Investors and its [former] nominee director serving on our Board has also been a non-executive director of certain companies within the same group as that of China International Capital Corporation Hong Kong Securities Limited.

CCB International Capital Limited satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

The Joint Sponsors’ fees payable by us in respect of the Joint Sponsors’ services as sponsor for the [REDACTED] are HK\$9,360,000.

11. Binding Effect

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

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12. Agency Fees and Commissions Received

The [REDACTED] will receive an [REDACTED] commission as referred to in the section headed “ [REDACTED].”

13. Bilingual Document

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

14. Miscellaneous

Save as otherwise disclosed in this document:

- (a) none of our Directors or experts referred to in the paragraph headed “E. Other Information – 8. Qualifications of Experts” of this appendix has any direct or indirect interest in the promotion of us, or in any assets which have within two years immediately preceding the date of this document been acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (b) none of our Directors or experts referred to in the paragraph headed “E. Other Information – 8. Qualifications of Experts” of this appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group taken as a whole;
- (c) within the two years preceding the date of this document, no share or loan capital of the Company or any of its subsidiaries has been issued or has been agreed to be issued fully or partly paid either for cash or for a consideration other than cash;
- (d) within the two years preceding the date of this document, no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any capital of any member of the Group;
- (e) the two years preceding the date of this document, no commission has been paid or is payable (except commissions to sub-[REDACTED]) for subscribing or agreeing to subscribe, or procuring or agreeing to procure the subscriptions, for any Shares in our Company;
- (f) no share or loan capital of the Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;

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- (g) no founder, management or deferred shares of the Company or any of its subsidiaries have been issued or have been agreed to be issued;
- (h) none of the equity and debt securities of the Company is listed or dealt in on any stock exchange (other than the Stock Exchange) nor is any listing or permission to deal being or proposed to be sought;
- (i) the Group has no outstanding convertible debt securities or debentures;
- (j) there is no arrangement under which future dividends are waived or agreed to be waived;
- (k) the English text of this document and the [REDACTED] shall prevail over their respective Chinese text; and
- (l) there has not been any interruption in the business of the Group which may have or has had a significant effect on the financial position of the Group in the 12 months preceding the date of this document.