

TERMS OF THE [REDACTED]

You should read the following summary of certain terms of our securities together with "Description of the Securities" and "Appendix IV — Summary of the Terms of the Listed Warrants." This summary is subject to the terms set out more particularly in the Memorandum and Articles of Association, the Warrant Instruments and the Promoter Agreement, as well as to the Cayman Companies Act, the common law of the Cayman Islands and the Listing Rules. Appendix III to this document contains a non-exhaustive summary of certain provisions of the Memorandum and Articles of Association and Cayman Islands law that are relevant to an [REDACTED] in the [REDACTED] Securities. Appendix IV to this document contains a non-exhaustive summary of certain terms of the Listed Warrant Instrument.

[REDACTED] Securities

[REDACTED] Class A Shares, at HK\$[REDACTED] per Class A Share.

[REDACTED] Listed Warrants, with [REDACTED] Listed Warrant issued for every [REDACTED] Class A Shares purchased in the [REDACTED].

[REDACTED], warrant code and [REDACTED]

Class A Shares: [REDACTED].

Listed Warrants: [REDACTED].

The Class A Shares and the Listed Warrants will [REDACTED] separately on the Stock Exchange from the [REDACTED] under different [REDACTED]. No fractional Warrants will be [REDACTED] and only whole Listed Warrants will be [REDACTED].

Minimum [REDACTED] for [REDACTED] on the Stock Exchange will be as follows:

Class A Shares: [REDACTED] Class A Shares per [REDACTED].

Listed Warrants: [REDACTED] Listed Warrants per [REDACTED].

Promoter securities

[REDACTED] Class B Shares, which were subscribed and purchased by the Promoter HoldCos at a price of HK\$0.0001 per Class B Share in an aggregate amount of HK\$[REDACTED].

[REDACTED] Promoter Warrants, to be sold in a [REDACTED] to the Promoter HoldCos in proportion to their respective shareholdings in the Company, simultaneously with the [REDACTED] at a price of HK\$[REDACTED] per Promoter Warrant.

The Class B Shares and the Promoter Warrants will not be [REDACTED] or [REDACTED] on the Stock Exchange.

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Securities outstanding after this [REDACTED] and the [REDACTED]

[REDACTED] ordinary Shares, comprising [REDACTED] Class A Shares and [REDACTED] Class B Shares.

[REDACTED] Warrants, comprising [REDACTED] Listed Warrants and [REDACTED] Promoter Warrants.

Exercise of Listed Warrants

Each Listed Warrant is exercisable for [REDACTED] Class A Share at an exercise price of HK\$[REDACTED] (the “**Warrant Exercise Price**”).

The Listed Warrants:

- will become exercisable 30 days after the completion of the De-SPAC Transaction;
- are only exercisable when the average reported closing price of the Class A Shares for the 10 trading days immediately prior to the date on which the duly completed and signed notice of exercise is received by the [REDACTED] (before 4:30 p.m. Hong Kong time on any business day prior to the expiration date of the Listed Warrants and before 5:00 p.m. Hong Kong time on the expiration date) is at least HK\$[REDACTED] per Class A Share; and
- are only exercisable on a cashless basis, as described below.

Exercising the Listed Warrants on a cashless basis requires that at the time of exercise of the Listed Warrants, holders must surrender their Listed Warrants in exchange for that number of Class A Shares equal to the quotient obtained by dividing (x) the product of the number of Class A Shares underlying the Listed Warrants and the excess of the “fair market value” of the Class A Shares (defined below) over the Warrant Exercise Price by (y) the fair market value.

The “fair market value” will mean the average reported closing price of the Class A Shares for the 10 trading days immediately prior to the date on which the duly completed and signed notice of exercise is received by the [REDACTED]; provided, however, that if the fair market value is higher than HK\$[REDACTED], the fair market value will be deemed to be HK\$[REDACTED] (the “**FMV Cap**”).

No fractional Class A Shares will be issued upon exercise of Listed Warrants. If, upon exercise, a holder would be entitled to receive a fractional interest in a Class A Share, we will round down to the nearest whole number of the number of Class A Shares to be issued to the holder.

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The following example illustrates the cashless exercise mechanism:

Listed Warrants held: [REDACTED]

Class A Shares underlying the Listed Warrants: [REDACTED]

Fair Market Value of Class A Share at Exercise (HK\$)	Calculation	Number of Class A Shares received
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

In no event will the Listed Warrants be exercisable for more than [REDACTED] of a Class A Share per Listed Warrant. In no event will we be required to net cash settle any Listed Warrant.

The provisions above are subject to customary anti-dilution adjustments. See “Description of the Securities — Description of the Warrants” and “Description of the Securities — Anti-dilution Adjustments” for additional information.

**Redemption of Warrants
when the price per Class A
Share equals or exceeds
HK\$[REDACTED]**

Commencing from at least 12 months after the completion of the De-SPAC Transaction, we may redeem the outstanding Warrants:

- in whole and not in part;
- at a price of HK\$[REDACTED] per Warrant;
- upon a minimum of 30 days’ prior written notice of redemption (the “**30-day redemption period**”); and
- if, and only if, the reported closing price of the Class A Shares equals or exceeds HK\$[REDACTED] per Share (the “**Redemption Threshold**”) for any 20 trading days within a 30-trading day period ending on the third trading day immediately prior to the date on which we send the notice of redemption to the Warrantholders.

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We will publish an announcement, setting out, among others, the date of the notice of redemption, the date for the redemption (the “**Redemption Date**”) and related deadline for the Warrantheolders to exercise their Warrants, on the websites of the Stock Exchange and our Company at least one trading day prior to the date we send the notice of redemption to the Warrantheolders.

During the 30-day redemption period, even if the price of the Class A Shares decreases to below HK\$[REDACTED] per Share, each Warrantheolder will be entitled to exercise its Warrants on a cashless basis by surrendering its Warrants in exchange for that number of Class A Shares equal to the product of the number of Class A Shares underlying its Warrants and [REDACTED]. By way of illustration, if a Warrantheolder surrenders [REDACTED] Warrants during the 30-day redemption period, such Warrantheolder will receive [REDACTED] Class A Shares.

If the Warrants are not exercised during the 30-day redemption period, they will be redeemed at a price of HK\$[REDACTED] per Warrant. Relevant cheques for the redemption will be despatched within 30 days after the Redemption Date to the holders of any Warrants as registered in the register of Warrantheolders so redeemed by ordinary mail and at their own risk. Any Warrant so redeemed shall be deemed to be cancelled and lapsed.

The provisions above are subject to customary anti-dilution adjustments. See “Description of the Securities — Description of the Warrants” and “Description of the Securities — Anti-dilution Adjustments” for additional information.

Transfer of the Warrants

Warrantheolders wishing to transfer their Warrants shall lodge, during normal business hours at the office of the [REDACTED], the relevant warrant certificate(s) registered in the name of the Warrantheolder, together with a duly stamped instrument of transfer in respect thereof in any usual or common form consistent with the standard form of transfer as prescribed by the Stock Exchange or in any other form which may be approved by the Directors. Transfers of Warrants must be executed by both the transferor and the transferee or, where the transferor and/or the transferee is [REDACTED] (or its successor), by an instrument of transfer executed under hand by authorized person(s) or by machine imprinted signature(s). The transferor shall be deemed to remain the Warrantheolder until the name of the transferee is entered in the register of Warrantheolders in respect of that Warrant. [REDACTED] in the Warrants registered on the register of Warrantheolders will be subject to Hong Kong stamp duty.

No rights to [REDACTED] and [REDACTED] of further securities for Warrantheolders

A Warrantheolder has no right to participate in any [REDACTED] and/or [REDACTED] of further securities made by the Company.

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Promoter Warrants

The Promoters have committed, pursuant to the Promoter Warrant Subscription Agreement, to purchasing an aggregate of [REDACTED] Promoter Warrants at a price of HK\$[REDACTED] per Promoter Warrant, or HK\$[REDACTED] in the aggregate, in a [REDACTED] that will close simultaneously with the completion of the [REDACTED]. The Promoters will fund the purchase of the Promoter Warrants in proportion to their respective shareholdings in the Company. [REDACTED] from the sale of the Promoter Warrants will be held outside the Escrow Account.

The terms of the Promoter Warrants will be identical to those of the Listed Warrants, including with respect to the Warrant Exercise Price and the warrant exercise provisions, except that the Promoter Warrants (1) will not be [REDACTED] and (2) are not exercisable until 12 months after the completion of the De-SPAC Transaction as required by the Listing Rules. Further, the Promoters will remain as the beneficial owners of the Promoter Warrants for the lifetime of the Promoter Warrants unless (i) they are surrendered to the Company in the circumstances contemplated by the Listing Rules, or (ii) a waiver is obtained from the Stock Exchange and approval by ordinary resolution is obtained from the Shareholders at a general meeting, with the Promoters and their close associates abstaining from voting.

The provisions above are subject to customary anti-dilution adjustments. See “Description of the Securities — Anti-dilution Adjustments” for additional information.

Maximum dilution arising from the exercise of the Warrants

On the basis of a cashless exercise of the Warrants (including the Listed Warrants and the Promoter Warrants), the maximum number of Class A Shares issuable upon the exercise of the Warrants is [REDACTED] in the aggregate, representing approximately [REDACTED]% of the total Shares in issue immediately following the completion of the [REDACTED]. This complies with the requirement of Rule 18B.23 of the Listing Rules which provides that the maximum dilution arising from the exercise of all outstanding Warrants must not exceed 50% of the number of Shares in issue at the time such Warrants are issued.

Expiry of Warrants

The Warrants will expire at 5:00 p.m. (Hong Kong time) on the date falling five years after the completion of the De-SPAC Transaction or earlier upon redemption in accordance with the terms described above or liquidation. No exercise of the Warrants will be permitted after they have expired on such date.

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If we do not announce a De-SPAC Transaction within 24 months of the [REDACTED] or complete the De-SPAC Transaction within 36 months of the [REDACTED], the Warrants will expire worthless. If these time limits are extended pursuant to an ordinary resolution of the Shareholders at a general meeting (with the Promoters and their close associates abstaining from voting) and in accordance with the Listing Rules and a De-SPAC Transaction is not announced or completed, as applicable, within such extended time limits, the Warrants will expire worthless.

The Warrantholders shall not, in respect of their Listed Warrants, be entitled to the funds available in the Escrow Account. The Warrantholders shall not receive any amounts in respect of their unexercised Listed Warrants payable by the Company to redeem any Class A Shares and shall not receive any distribution in the event of a liquidation. All such Listed Warrants shall automatically expire without value upon a liquidation or winding up of the Company.

Accounting for the Shares and the Warrants

The Class A Shares will be classified as liabilities and initially recognized at fair value minus transaction costs that are directly attributable to the issuance of financial liabilities and subsequently measured at amortized cost using the effective interest method. The Listed Warrants will be accounted for outside of shareholders' equity and included in our financial statements as a current liability measured at the estimated fair value of the total outstanding Listed Warrants. In addition, at each reporting period, the fair value of the liability of the Listed Warrants will be remeasured and the change in the fair value of the liability will be recorded as other income (expense) in our income statement.

The Class B Shares are equity instruments. With respect to (1) the Promoter Warrants and (2) the conversion right of the Class B Shares (such that the Class B Shares would become convertible into Class A Shares concurrently with or following the completion of a De-SPAC Transaction), it is expected that the associated obligation will be accounted for as equity-settled share-based payment, with the completion of the De-SPAC Transaction as the vesting condition. The difference between the fair value of the conversion right of the Class B Shares and the Promoter Warrants and the subscription price paid by the Promoters would be recognized as equity-settled share-based payment cost with a corresponding increase in a reserve within equity.

Class B Shares representing initial investment in the Company by the Promoters

As at the date of this document, [REDACTED] Class B Shares are held by the Promoters indirectly through the Promoter HoldCos.

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Prior to the initial investment of HK\$[REDACTED] by the Promoters, we had no tangible or intangible assets. The number of Class B Shares issued was determined on the basis that the minimum number of Class A Shares issued in the [REDACTED] would be [REDACTED], and therefore such Class B Shares would not represent more than [REDACTED]% of the total number of issued Shares as of the [REDACTED].

The Class B Shares are identical to the Class A Shares being [REDACTED] in this [REDACTED], except that:

- Class B Shareholders will have the specific right to appoint Directors to the Board prior to the completion of the De-SPAC Transaction;
- the Class B Shares are convertible into Class A Shares on a one-for-one basis at or following the completion of the De-SPAC Transaction, subject to customary anti-dilution adjustments; see “Description of the Securities — Description of the Ordinary Shares — Class B Shares” and “Description of the Securities — Anti-dilution Adjustments”; and
- the Class B Shares are not traded on the Stock Exchange and the Promoters must remain as beneficial owners of the Class B Shares except in the very limited circumstances permitted by the Listing Rules and subject to compliance with those requirements.

The Promoters’ investment in the Class B Shares, together with their investment in the Promoter Warrants and any loans drawn under the Loan Facility, represents the Promoters’ “at-risk” capital. While the investment in the Class B Shares provides the Promoters with potential “upside,” this benefit will be realized only if the Company is able to complete a De-SPAC Transaction, which is in the interest of the Shareholders as a whole. For a further discussion of the alignment of interests between the Promoters and the non-Promoter Shareholders, see “Business — Alignment of Interests with Non-Promoter Shareholders.”

Promoters’ Earn-out Right

The Promoters are entitled to receive additional Class A Shares (the “**Earn-out Shares**”) after the completion of the De-SPAC Transaction, up to such number of additional Class A Shares that, when added to the number of ordinary shares that the Promoters hold (or are entitled to receive upon conversion of the Class B Shares) on the [REDACTED], will not exceed 30% of the total number of Shares in issue on the [REDACTED] (the “**Earn-out Right**”). The Earn-out Right will be triggered only if the volume weighted average price of the Company’s Class A Shares equals or exceeds HK\$[REDACTED] per Share for any 20 trading days within any 30-trading day period commencing six months after the completion of the De-SPAC Transaction (the “**Earn-out Exercise Price**”).

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The Earn-out Right is subject to approval by ordinary resolution at the general meeting of the Shareholders convened to approve the De-SPAC Transaction, and the Promoters and their close associates cannot vote on the relevant ordinary resolution regarding the Earn-out Right. The material terms of the Earn-out Right (which, depending on the terms proposed by the Company and approved by the Shareholders, may be different from the terms stated above) will be disclosed in the document for the De-SPAC Transaction. If we fail to (1) announce a De-SPAC Transaction within 24 months of the [REDACTED] or complete the De-SPAC Transaction within 36 months of the [REDACTED] (or, if these time limits are extended pursuant a Shareholder vote and in accordance with the Listing Rules and the Memorandum and Articles of Association, a De-SPAC Transaction is not announced or completed, as applicable, within such extended time limits), or (2) obtain the requisite approvals in respect of the continuation of the Company following a material change in the Promoters or the Directors as provided for in the Listing Rules, the Earn-out Right will be canceled and become void.

The provisions above are subject to customary anti-dilution adjustments. See “Description of the Securities — Description of the Ordinary Shares — Promoters’ Earn-out Right” and “Description of the Securities — Anti-dilution Adjustments” for additional information.

Transfer restrictions on the Class B Shares; Promoters’ Lock-up

The Promoters will remain as the beneficial owners of the Class B Shares for the lifetime of the Class B Shares unless (1) they are surrendered to the Company in the circumstances contemplated by the Listing Rules, or (2) a waiver is obtained from the Stock Exchange and approval by ordinary resolution is obtained from the Shareholders at a general meeting, with the Promoters and their close associates abstaining from voting.

Under the Listing Rules, the Promoters cannot dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of any securities of the Successor Company it beneficially owns after the completion of the De-SPAC Transaction (including any securities of the Successor Company beneficially owned by the Promoters as a result of the issue, conversion or exercise of the Class B Shares, the Promoter Warrants or the Earn-out Right) until 12 months after the completion of the De-SPAC Transaction (the “**Promoter Lock-up**”). The Promoters also cannot exercise any of the Promoter Warrants they hold within 12 months after completion of the De-SPAC Transaction.

TERMS OF THE [REDACTED]

Anti-dilution adjustments

In the event of any sub-division or consolidation of Shares, the number of Class A Shares issuable on exercise of each Warrant or for which the Class B Shares are convertible into will be adjusted in the manner provided under “Description of the Securities — Anti-dilution Adjustments,” and shall not result in the Promoters being entitled to a higher proportion of Shares than it/he was originally entitled to as of the [REDACTED].

The share price triggers for the exercise of the Warrants, the Warrant Exercise Price, the FMV Cap, the Redemption Threshold, the other redemption provisions described above, the Earn-out Exercise Price and the number of Earn-out Shares to be issued will also be adjusted for the events set out in the preceding paragraph.

Adjustments for dilutive events not provided for above may be proposed by the Board, acting on a fair and reasonable basis and always subject to any requirements under the Listing Rules. Details of any adjustments will, following consultations with the Stock Exchange, be provided to holders of the Shares and the Warrants through a Stock Exchange announcement.

See “Description of the Securities — Anti-dilution Adjustments” for additional information.

Dilution impact on Class A Shareholders

For illustrative purposes only and subject to the assumptions set out below, the following tables set out the dilution impact on Class A Shareholders of the [REDACTED] of the Class A Shares to the shareholders of the De-SPAC Target and to independent PIPE investors in connection with the De-SPAC Transaction, the exercise of the Listed Warrants and the Promoter Warrants and the issue of the Earn-out Shares to the Promoters based on certain assumed De-SPAC Target values. The dilution impact set out in the following tables are hypothetical in nature and may not represent the actual dilution impact on Class A Shareholders upon the completion of a De-SPAC Transaction by the Company as this will be dependent on the actual negotiated value of the De-SPAC Target (which could be at a premium to the net tangible assets of the De-SPAC Target and thereby result in a greater dilution impact), the actual number of Class A Shares which are redeemed by Class A Shareholders and the actual number of Class A Shares which are issued to the shareholders of the De-SPAC Target and the independent PIPE investors in connection with the De-SPAC Transaction. Accordingly, you should not place undue reliance on the information set out in the following tables.

TERMS OF THE [REDACTED]

[REDACTED]

TERMS OF THE [REDACTED]

[REDACTED]

TERMS OF THE [REDACTED]

Mitigation measures to minimize dilution impact

The Company has taken appropriate mitigation measures to minimize the impact of dilution to Shareholders, such as limiting the maximum number of Class A Shares issuable upon the exercise of Warrants as well as undertaking to the Stock Exchange not to issue further Warrants following the [REDACTED] and prior to the completion of the De-SPAC Transaction.

Shareholder voting

Shareholders of record are entitled to one vote for each Share held on all matters to be voted on by the Shareholders. Class A Shareholders and Class B Shareholders will vote together as a single class on all matters submitted to a vote of the Shareholders except as required by the Memorandum and Articles of Association and the Listing Rules.

In accordance with the Memorandum and Articles of Association and the Listing Rules, at least 21 clear days’ notice is required to be given of annual general meetings, at least 14 clear days’ notice is required to be given of other general meeting, and Shareholders representing at least 10% of our issued and outstanding ordinary shares (present in person or by proxy) will constitute a quorum.

Unless otherwise specified in the Memorandum and Articles of Association, or as required by the applicable provisions of the Cayman Companies Act or the Listing Rules, the affirmative vote of the holders of a majority of the Shares that are voted (in person or by proxy) is required to approve any such matter voted on by the Shareholders.

Approval of certain actions, such as approving a statutory merger or consolidation with another company, or the continuation of the Company following a material change in the Promoters or the Directors referred to in Rule 18B.32 of the Listing Rules, will require a Special Resolution under Cayman Islands law, the Memorandum and Articles of Association and the Listing Rules. A Supermajority Resolution is required to approve (1) any amendment to the Memorandum and Articles of Association or (2) the voluntary winding up of the Company. See “Appendix III — Summary of the Constitution of the Company and Cayman Islands Company Law” for details.

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Class A Shareholders are entitled to one vote for each Class A Share held on all matters to be voted on by Shareholders, save for resolutions in respect of the appointment of Directors on which Class B Shareholders are entitled to approve by ordinary resolution prior to the completion of the De-SPAC Transaction. Class B Shareholders are entitled to one vote for each Class B Share held on all matters to be voted on by Shareholders, except that the Promoters and their close associates cannot vote on the resolution to approve (1) the De-SPAC Transaction; (2) modification of the timing of our obligation to announce or complete a De-SPAC Transaction; (3) the continuation of the Company following a material change in the Promoters or the Directors as provided for under the Listing Rules; (4) the transfer of Class B Shares as specified under “Transfer restrictions on the Class B Shares; Promoters’ Lock-up” above; (5) the allotment, issue or grant of Promoter Warrants after the completion of the [REDACTED]; or (6) the Earn-out Right.

Prior to a general meeting to: (1) approve the De-SPAC Transaction, (2) extend the deadline to announce a De-SPAC Transaction within 24 months of the [REDACTED] or complete the De-SPAC Transaction within 36 months of the [REDACTED], or (3) approve the continuation of the Company following a material change in the Promoters or the Directors as provided for in the Listing Rules, we will provide Class A Shareholders with the opportunity to redeem all or a portion of their Class A Shares irrespective of how they cast their votes on any of the aforementioned resolutions. The Class A Shareholders’ election to redeem all or a portion of their Class A Shares under the above circumstances will not affect their voting rights in the general meeting to approve the aforementioned matters and their voting rights in the general meeting will include the voting rights of such Class A Shares they elect to redeem.

Written shareholders’ approval will not be accepted in lieu of holding a general meeting to approve (1) the continuation of our Company following a material change in the Promoters or the Directors under Rule 18B.32 of the Listing Rules, or (2) the De-SPAC Transaction under Rule 18B.53 of the Listing Rules.

See “Description of the Securities — Description of the Ordinary Shares” for additional information.

Appointment and removal of Directors

Prior to the completion of the De-SPAC Transaction, Class B Shareholders will have the right by ordinary resolution to appoint any person to be a Director and all Shareholders will have the right by ordinary resolution to remove any Director. Following the completion of the De-SPAC Transaction, all Shareholders will have the right by ordinary resolution to appoint and remove any Director.

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Escrow Account for [REDACTED]

We expect to receive gross [REDACTED] of HK\$[REDACTED] million from the [REDACTED], which will be deposited in the Escrow Account domiciled in Hong Kong.

The [REDACTED] from the [REDACTED] (including any interest and other income earned on the funds held in the Escrow Account) will not be released from the Escrow Account, except to:

- (1) complete the De-SPAC Transaction;
- (2) meet the redemption requests of Class A Shareholders in connection with a Shareholder vote to (i) approve the De-SPAC Transaction; (ii) modify the timing of our obligation to announce a De-SPAC Transaction within 24 months of the [REDACTED] or complete the De-SPAC Transaction within 36 months of the [REDACTED]; or (iii) approve the continuation of the Company following a material change in the Promoters or the Directors as provided for in the Listing Rules;
- (3) return funds to Class A Shareholders upon the suspension of [REDACTED] of the Class A Shares and the Listed Warrants; or
- (4) return funds to Class A Shareholders upon the liquidation or winding up of the Company.

In all circumstances, the per-share redemption amount received by Class A Shareholders will not be less than HK\$[REDACTED].

Expenses and funding sources

We expect to receive HK\$[REDACTED] from the [REDACTED] of the Class B Shares and the Promoter Warrants, which will be held outside the Escrow Account and will be used to pay for the [REDACTED], fees and other expenses in connection with the [REDACTED] and for working capital purposes, including the expenses of sourcing and negotiating a De-SPAC Transaction, following the completion of the [REDACTED].

As required by the Listing Rules and the guidance letter issued by the Stock Exchange, the funds in the Escrow Account will be held in the form of cash and cash equivalents.

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In addition, the Promoters have provided us with the Loan Facility, the principal amount of which is funded in proportion to their respective percentage shareholding in the Company, to finance expenses in excess of the amounts available from the sale of the Class B Shares and the Promoter Warrants. Any loans drawn under the Loan Facility will not bear any interest and will not be held in the Escrow Account and, pursuant to the terms of the Loan Facility, the Promoters have waived any claim on the funds held in the Escrow Account. If a De-SPAC Transaction is completed, we will repay any loans drawn under the Loan Facility from the funds raised for the De-SPAC Transaction and any cash from the De-SPAC Target. In other situations as set out under “Financial Information — Loan Facility,” we may use any available funds held outside the Escrow Account to repay the loan amounts. The Promoters have agreed in the Loan Facility that if such amounts are insufficient to repay any outstanding loan amounts in full, they will waive their right to such repayment. See “Financial Information — Loan Facility” for details.

Shareholder approval of the De-SPAC Transaction

Under the Listing Rules, we are required to announce a De-SPAC Transaction within 24 months of the [REDACTED] and must complete a De-SPAC Transaction within 36 months of the [REDACTED]. In either case, we may request an extension of up to six months of the relevant time limits from the Stock Exchange (but the Stock Exchange retains discretion to approve or reject the request), assuming the Shareholders have approved the extension by an ordinary resolution at a general meeting (on which the Promoters and their respective close associates must abstain from voting).

A De-SPAC Transaction must be made conditional on the approval by the Shareholders at a general meeting. Written shareholders’ approval will not be accepted in lieu of holding a general meeting. Class A Shareholders as of the record date for such general meeting may vote their Class A Shares in the general meeting regardless of whether they have submitted a redemption notice in respect of such Class A Shares.

As required by the Listing Rules, the Promoters and Promoter HoldCos have agreed to abstain from voting on the relevant ordinary resolution to approve the De-SPAC Transaction in the general meeting to approve the De-SPAC Transaction. As a result, we would need a majority of the Class A Shares that are voted (in person or by proxy) at the general meeting to be voted in favor of the De-SPAC Transaction in order to have the De-SPAC Transaction approved by ordinary resolution.

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Shareholders are also required to approve, by ordinary resolution, the terms of the third-party investment (including the independent third-party investment) that is required by the Listing Rules in connection with the De-SPAC Transaction. The Promoters and their close associates must abstain from voting on the ordinary resolution relating to the third-party investment.

Conditions to completing the De-SPAC Transaction

The Listing Rules require that at the time of our entry into a binding agreement for a De-SPAC Transaction, a De-SPAC Target must have a fair market value representing at least 80% of the funds we raise in the [REDACTED] (prior to any redemptions). If the De-SPAC Target is a connected person (as defined under the Listing Rules), we will obtain an independent valuation for the De-SPAC Transaction.

The Stock Exchange will consider a De-SPAC Transaction in the same way as a reverse takeover under Chapter 14 of the Listing Rules (i.e., a deemed new listing). For this reason, the Successor Company (i.e., the Company following the completion of the De-SPAC Transaction) needs to satisfy all new listing requirements under the Listing Rules. These include minimum market capitalization, financial eligibility, sponsor appointment, due diligence and documentary requirements. In addition, depending on the new economy sector in which the De-SPAC Target operates, there may be other eligibility criteria which the Successor Company would need to comply with.

We will complete the De-SPAC Transaction only if the Company will own or acquire 50% or more of the outstanding voting securities of the De-SPAC Target. Even if the Company owns or acquires 50% or more of the voting securities of the De-SPAC Target, the Shareholders prior to the De-SPAC Transaction may collectively end up owning a minority interest in the Company following the De-SPAC Transaction, depending on the valuations ascribed to the De-SPAC Target and the Company in the De-SPAC Transaction.

For example, we could pursue a De-SPAC Transaction in which we issue a substantial number of new Shares in exchange for all of the outstanding shares of the De-SPAC Target. In this case, we would acquire a 100% controlling interest in the De-SPAC Target but the Shareholders immediately prior to the De-SPAC Transaction could own less than a majority of the issued and outstanding Shares following the completion of the De-SPAC Transaction.

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If less than 100% of the equity interests or assets of a De-SPAC Target is acquired by the Company, the portion of such De-SPAC Target that is acquired will be taken into account for the purposes of the 80% of [REDACTED] test described above, provided that in the event that the De-SPAC Transaction involves more than one De-SPAC Target, the 80% of [REDACTED] test will be applied to each of the De-SPAC Targets being acquired.

Independent third-party investment; other funding

The De-SPAC Transaction will include investment from independent third-party investors who are Professional Investors and also meet the independence requirements under the Listing Rules. The total funds raised from these independent third-party investors must constitute at least the following investment percentages of the negotiated value of the De-SPAC Target:

<u>Negotiated value of the De-SPAC Target (A)</u>	<u>Minimum independent third party investment as a percentage of (A)</u>
Less than HK\$2,000 million	25%
HK\$2,000 million or more but less than HK\$5,000 million	15%
HK\$5,000 million or more but less than HK\$7,000 million	10%
HK\$7,000 million or more	7.5%

The Stock Exchange may accept a lower percentage than 7.5% in the case of a De-SPAC Target with a negotiated value higher than HK\$10,000 million.

The Listing Rules require that the minimum independent third-party investment will have to be committed and demonstrated to the Stock Exchange prior to the Company announcing the De-SPAC Transaction.

The investments made by the independent third-party investors in the De-SPAC Transaction must result in their beneficial ownership of the listed shares in the Successor Company.

In addition to the third-party investment described above, we may raise funds through the issuance of equity-linked securities or through loans, advances or other indebtedness in connection with the De-SPAC Transaction, including pursuant to forward purchase agreements or backstop arrangements we may enter into following the completion of the [REDACTED], in order to, among other reasons, satisfy any net tangible assets or minimum cash requirements. Any such fundraising will be conducted in compliance with the Listing Rules.

TERMS OF THE [REDACTED]

Redemption rights for the Shareholders

We will provide Class A Shareholders with the opportunity to redeem all or a portion of their Shares prior to a general meeting to:

- (1) approve the De-SPAC Transaction,
- (2) extend the deadline to announce a De-SPAC Transaction within 24 months of the [REDACTED] or complete the De-SPAC Transaction within 36 months of the [REDACTED], or
- (3) approve the continuation of the Company following a material change in the Promoters or the Directors as provided for in the Listing Rules,

at a per share price, payable in cash, equal to the aggregate amount then on deposit in the Escrow Account calculated as of two business days immediately prior to the relevant general meeting (including all interest and other income earned on the funds held in the Escrow Account), divided by the number of the then issued and outstanding Class A Shares, at an amount per Class A Share of not less than HK\$[REDACTED]. The Company will publish an announcement setting out the redemption price on the websites of the Stock Exchange and the Company as soon as possible.

The Board will inform Class A Shareholders the opportunity to elect to exercise their redemption right of their Class A Shares and the period for the elections in the circular and notice of the general meeting to be dispatched to the Shareholders, which will be accompanied by a redemption request form. Such redemption request form will also be published on the websites of the Stock Exchange and the Company. The period to elect to redeem shall be the period starting on the date of notice of the general meeting to approve the relevant matters and ending on the date and time of commencement of that general meeting.

Class A Shareholders may elect to redeem all or a portion of their Shares irrespective of whether they vote for or against any of the matters listed above. As required by the Listing Rules, the Promoters and Promoter HoldCos agree to waive their voting rights with respect to their Class B Shares in connection with the completion of the De-SPAC Transaction.

TERMS OF THE [REDACTED]

The redemption and return of funds to the redeeming Class A Shareholders must be completed (1) in the case of a De-SPAC Transaction, within five business days following the completion of the associated De-SPAC Transaction or (2) in the case of an extension of time, or the continuation of our Company following a material change referred to in Rule 18B.32 of the Listing Rules, within one month of the approval of the relevant resolution at the general meeting. There is no limit to the number of Class A Shares which a Class A Shareholder (alone or together with their close associates) may redeem.

Manner of conducting redemptions

Class A Shareholders seeking to exercise their redemption rights should submit a written request for redemption to the [REDACTED], in which the name registered in the register of members of the holder of such Shares and the number of Shares to be redeemed are included, and deliver their share certificates to the [REDACTED] before the date and time of commencement of the relevant general meeting.

See “Description of the Securities — Procedures for Redeeming Class A Shares and Exercising Warrants” for additional information.

Release of funds in the Escrow Account upon completion of the De-SPAC Transaction

Upon the completion of the De-SPAC Transaction, the funds held in the Escrow Account will be released from the Escrow Account and, will be used, firstly, to pay amounts due to Class A Shareholders who exercise their redemption rights as described above under “Redemption rights for the Shareholders” above, and then, to pay all or a portion of the consideration payable to the De-SPAC Target or owners of the De-SPAC Target, to repay any loans drawn under the Loan Facility, and to pay other expenses associated with completing the De-SPAC Transaction.

Distribution and liquidation if no De-SPAC Transaction or failure to obtain approval for continuation of the Company following a material change in Promoters or Directors

The Listing Rules provide that we will have only 24 months from the [REDACTED] to announce a De-SPAC Transaction and 36 months from the [REDACTED] to complete the De-SPAC Transaction, unless an extension of such deadline has been approved by the Shareholders (with the Promoters and their close associates abstaining from voting) and the Stock Exchange.

The [REDACTED] in the Class A Shares and the Listed Warrants will be suspended by the Stock Exchange if no De-SPAC Transaction is announced or completed in accordance with the Listing Rules. If we are unable to announce a De-SPAC Transaction within such 24 month period or complete the De-SPAC Transaction within such 36 month period (or within the extension period, if any), or if we fail to obtain the requisite approvals in respect of the continuation of the Company following a material change in the Promoters or the Directors as provided for in the Listing Rules, we will:

- (1) cease all operations except for the purpose of winding-up of the Company;

TERMS OF THE [REDACTED]

- (2) suspend the [REDACTED] of the Class A Shares and the Listed Warrants;
- (3) as promptly as reasonably possible but no more than one month thereafter, redeem the Class A Shares and distribute the funds held in the Escrow Account to Class A Shareholders on a pro rata basis, in an amount per Class A Share of not less than HK\$[REDACTED], which will completely extinguish the rights of Class A Shareholders as Shareholders (including the right to receive further liquidation distributions, if any); and
- (4) liquidate and dissolve the Company,

subject, in the case of paragraphs (iii) and (iv), to our obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law (including the Listing Rules) and the Promoter Agreement.

In all circumstances, the per-share redemption amount received by Class A Shareholders will not be less than HK\$[REDACTED].

There will be no redemption rights or liquidating distributions with respect to the Warrants, which will expire worthless if we fail to announce a De-SPAC Transaction within such 24 month period or complete the De-SPAC Transaction within such 36 month period (or within the extension period if any) or if we fail to obtain the requisite approvals in respect of the continuation of the Company following a material change in the Promoters or the Directors as provided for in the Listing Rules.

Pursuant to the terms of the [REDACTED], in the event that we do not complete a De-SPAC Transaction, the deferred [REDACTED] will not be payable by us to the [REDACTED].

Promoter Agreement

The Promoters and Promoter HoldCos have entered into the Promoter Agreement pursuant to which they have agreed, among others:

- as required by the Listing Rules, to abstain from voting on the relevant ordinary resolution to approve the De-SPAC Transaction in the general meeting to (A) approve the De-SPAC Transaction, (B) modify the timing of our obligation to announce a De-SPAC Transaction within 24 months of the [REDACTED] or complete the De-SPAC Transaction within 36 months of the [REDACTED], or (C) approve the continuation of the Company following a material change in the Promoters or the Directors;

TERMS OF THE [REDACTED]

- to irrevocably waive their rights, title, interest or claims of any kind in or to any money in the Escrow Account in all circumstances, including their rights to liquidating distributions from the Escrow Account with respect to their Class B Shares; and
- to indemnify the Company for any shortfall in funds held in the Escrow Account if and to the extent that any claims by a third party for services rendered or products sold to the Company, or a De-SPAC Target with which the Company has entered into an agreement for a De-SPAC Transaction, reduce the amount of funds in the Escrow Account to below the minimum amount required to be paid back to Class A Shareholders (being the Class A Share [REDACTED]) in all circumstances; provided that such indemnification will not apply to any claims by a third party or prospective De-SPAC Target that has agreed to waive its rights to the monies held in the Escrow Account.

Promoters' undertakings

Each of the Promoters has undertaken to the Stock Exchange and the Company that for so long as the relevant Promoter has any direct or indirect interest in any Class B Shares and/or the Promoter Warrants, each of them will comply, and will procure the relevant Promoter HoldCos and Zero2IPO HK (as the case may be) to comply, with the requirements under the Listing Rules which apply to promoters.

Each of the Promoter HoldCos and Zero2IPO HK has further irrevocably undertaken to the Stock Exchange and the Company that for so long as the relevant Promoter HoldCo or Zero2IPO HK (as the case may be) has any direct or indirect interest in any Class B Shares and/or the Promoter Warrants, each of them will comply with the requirements under the Listing Rules that are applicable to the Promoters.

In addition, the Articles of the Company provide that for so long as the Promoter HoldCos and Zero2IPO HK have any direct or indirect interest in any Class B Shares and/or the Promoter Warrants, the Promoter HoldCos and Zero2IPO HK will comply with the provisions of the Listing Rules which apply to the Promoters.

Limited payments to insiders and affiliates

Except for a payment of HK\$[120,000] per year to be made to each of the Company's independent non-executive Directors, there will be no finder's fees, reimbursement, consulting fee, monies in respect of any payment of a loan or other compensation paid by us to the Promoters, officers or Directors prior to, or in connection with, any services rendered in order to effectuate the completion of the De-SPAC Transaction.

TERMS OF THE [REDACTED]

However, subject to compliance with any applicable Listing Rules requirements, the following payments will be made to the Promoters and, if made prior to the De-SPAC Transaction will be made from funds held outside the Escrow Account:

- reimbursement for any out-of-pocket expenses related to identifying, investigating, negotiating and completing the De-SPAC Transaction; and
- repayment of any loans drawn under the Loan Facility or any other financing which may be provided by the Promoters to cover [REDACTED]-related and organizational expenses and to finance expenses incurred in connection with identifying potential De-SPAC Targets and executing the De-SPAC Transaction.

In connection with identifying potential De-SPAC Targets and negotiating and executing a De-SPAC Transaction, we may utilize the professional services of our Promoters' affiliates, and (subject to compliance with applicable Listing Rule requirements on connected transactions) expect to compensate them on market standard, arms' length terms.

[REDACTED] RESTRICTIONS

The Company and the Promoters and their respective directors and employees, and each of their close associates, are prohibited from [REDACTED] in any of the [REDACTED] securities of the Company (including the Class A Shares and Listed Warrants) prior to the completion of a De-SPAC Transaction.

The Class A Shares and Listed Warrants cannot be [REDACTED] by members of the public who are not Professional Investors.

[REDACTED]