### STATUTORY AND GENERAL INFORMATION

#### A. FURTHER INFORMATION ABOUT OUR GROUP

#### 1. Incorporation of Our Company

We were incorporated in the Cayman Islands on June 24, 2021 under the Companies Law 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 our Articles of Association is set out in Appendix III to this document.

Our registered place of business in Hong Kong is at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong. We were registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on December 21, 2021. Ms. Chan Sau Ling of 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong has been appointed as our agent for the acceptance of service of process and notices in Hong Kong.

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

As at the date of our incorporation, our authorized share capital was US\$50,000, divided into 5,000,000,000 shares of par value of US\$0.00001 each.

On June 24, 2021, immediately after the incorporation of Our Company, one ordinary share was issued and allotted to an initial subscriber, which on the same day transferred to Wang BVI at the subscription price of US\$0.00001. On the same day, a total of additional 99,999 ordinary shares were issued to Wang BVI at the subscription price of US\$0.99999.

On November 22, 2021 and December 16, 2021, our Company adjusted the shareholding proportion by allotting and issuing an aggregate of 66,509,040 new Shares and 49,508,770 new Shares for cash at par value to the shareholders of Ophyer Technology or the holding entities wholly-owned or designated by such shareholders (as the case may be) to reflect their respective equity interest in Ophyer Technology.

For further details on the reorganization before the [REDACTED], see the paragraph headed "History, Development and Corporate Structure — Reorganization" in this document.

For further details on our share capital during the Reorganization and following completion of the [REDACTED], see the section headed "Share Capital" in this document.

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

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#### 3. Changes in the Share Capital of Our Subsidiaries

A summary of the corporate information and the particulars of our subsidiaries are set out in the Note 1 and Note 37 of the Accountants' Report in Appendix I to this document. The following alterations in the share capital of our subsidiaries have taken place within the two years immediately preceding the date of this document:

Beijing Flowing Cloud

On March 2, 2022, the registered capital of Beijing Flowing Cloud increased from RMB10 million to RMB50 million.

Ophyer Technology

Between July 2020 and November 2021, Ophyer Technology entered into various capital increase agreements with our [REDACTED] Investors which resulted in alterations in the registered capital of Ophyer Technology. For further details, see the paragraph headed "History, Development and Corporate Structure — [REDACTED] Investments" in this document.

Hupo Jinyuan

On July 17, 2020, the registered capital of Hupo Jinyuan increased from RMB500,000 to RMB10,000,000.

Shenzhen Huachuang

On January 12, 2021, Shenzhen Huachuang was established as a limited liability company under the laws of the PRC as a wholly-owned subsidiary of Ophyer Technology with an initial registered capital of RMB40,000,000.

Beijing Xingshi

On April 10, 2020, Beijing Xingshi was established as a limited liability company under the laws of the PRC with an initial registered capital of RMB1,000,000. On June 21, 2021, the registered capital of Beijing Xingshi increased from RMB1,000,000 to RMB10,000,000.

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## 4. Resolutions of the Shareholders of our 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) conditional on (1) the [REDACTED] Committee granting the [REDACTED] of, and permission to [REDACTED], the Shares in issue and to be issued as mentioned in this document; (2) the execution and delivery of the [REDACTED] [REDACTED] on or about the [REDACTED]; and (3) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional and not being terminated in accordance with the terms of the [REDACTED] 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 grant of the [REDACTED] by our Company to the [REDACTED] to allot and issue up to [REDACTED]% of the [REDACTED] initially available under the [REDACTED] to cover, among other things, the [REDACTED]-[REDACTED] in the [REDACTED] was approved; and
  - (iii) the proposed [REDACTED] was approved and our Directors were authorized to implement such [REDACTED];
- (c) 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] and the [REDACTED].

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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 upon the exercise of the [REDACTED] or the exercise of options which may be granted under the [REDACTED] Share Option Scheme. 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 the 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;

(d) 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] and the [REDACTED] (excluding Shares which may be allotted and issued upon the exercise of the [REDACTED] or the exercise of options which may be granted under the [REDACTED] Share Option Scheme).

This mandate only relates to repurchase made on the Stock Exchange 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;
- (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

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(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

(e) the general unconditional mandate as mentioned in paragraph (c) 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 (d) above (up to 10% of the aggregate nominal value of the Shares in issue immediately following completion of the [REDACTED] and the [REDACTED], excluding any Shares which may fall to be allotted and issued pursuant to the exercise of the [REDACTED] or the exercise of options which may be granted under the [REDACTED] Share Option Scheme).

#### 5. Repurchase of our Shares

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 Stock Exchange to repurchase their own Shares on the Stock Exchange 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 Stock Exchange 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.

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#### (ii) Source of Funds

Repurchases must be funded out of funds legally available for the purpose in accordance with the constitutive documents of a listed company, the laws of the jurisdiction in which the listed company is incorporated or otherwise established. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time. Subject to the foregoing, any repurchases by a listed 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.

#### (iii) Trading Restrictions

The total number of shares which a listed company may repurchase on the Stock Exchange is the number of shares representing up to a maximum of 10% of the aggregate number of shares in issue.

A company may not make a new issue or announce a proposed new issue of shares for a period of 30 days after any repurchase (other than an issue of securities pursuant to an exercise of warrants, share options or similar instruments requiring the listed company to issue securities which were outstanding prior to such repurchase) without the prior approval of the Stock Exchange.

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

The Listing Rules also prohibit a listed company from repurchasing its securities which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange.

A company is required to procure that the broker appointed by it to effect a repurchase of securities discloses to the Stock Exchange such information with respect to the repurchase made on behalf of the listed company as the Stock Exchange may require.

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

#### (iv) Status of Repurchased Shares

All repurchased securities (whether effected on the Stock Exchange or otherwise) will be automatically delisted and the certificates for those securities must be cancelled and destroyed.

#### (v) Reporting Requirements

Certain information relating to repurchases of shares on the Stock Exchange or otherwise must be reported to the Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the following business day on which the listed company makes a purchase of its shares. The report must state the total number of shares purchased by the listed company the previous day, the purchase price per share or the highest and lowest prices paid for such purchases. In addition, a listed company's annual report is required to disclose details regarding repurchases of shares made during the year, including the number of shares repurchased each month (whether on the Stock Exchange or otherwise), the purchase price per share or the highest and lowest price paid for all such purchases, where relevant, and the aggregate price paid.

#### (vi) Core Connected Persons

A listed company is prohibited from knowingly repurchasing its shares from a "core connected person", that is, a director, chief executive or substantial shareholder of the company or any of its subsidiaries or their close associates and a core connected person is prohibited from knowingly selling its shares to the company.

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#### (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 Memorandum of Association 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 which may be allotted and issued pursuant to the exercise of the [REDACTED] or the exercise of options which may be granted under the [REDACTED] Share Option Scheme), 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
- (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.

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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 Memorandum of Association and Articles of Association, the Companies Act or any other applicable laws of 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 OUR 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:

- (1) the capital increase supplemental agreement dated July 22, 2020 entered into among Ms. Song Lifang (宋麗芳), Mr. Wang and Ophyer Technology which sets out certain performance commitments and conditions for share redemptions;
- (2) the capital increase agreement dated July 25, 2020 entered into among Mr. Wang Chongling (王崇嶺), Hefei Shuimu, Ms. Song Lifang (宋麗芳), Ms. Yi Huimin (益惠敏), Mr. Wang and Ophyer Technology, pursuant to which Mr. Wang Chongling (王崇嶺), Hefei Shuimu, Ms. Song Lifang (宋麗芳) and Ms. Yi Huimin (益惠敏) invested RMB5,000,000, RMB3,000,000, RMB5,000,000 and RMB7,000,000 for 0.93%, 0.56%, 0.93% and 1.30% of the shareholdings of Ophyer Technology;

- (3) the capital increase supplemental agreement dated July 25, 2020 entered into among Ms. Yi Huimin (益惠敏), Mr. Wang and Ophyer Technology, which sets out certain performance commitments and conditions for share redemptions;
- (4) the capital increase supplemental agreement dated July 25, 2020 entered into among Mr. Wang Chongling (王崇嶺), Mr. Wang and Ophyer Technology which sets out certain performance commitments and conditions for share redemptions;
- (5) the capital increase supplemental agreement dated July 25, 2020 entered into among Hefei Shuimu, Mr. Wang and Ophyer Technology which sets out certain performance commitments and conditions for share redemptions;
- (6) the capital increase agreement dated December 2, 2020 entered into among Saifu Dynamic, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Mr. Li, pursuant to which Saifu Dynamic invested RMB30,000,000 for 4.76% of the shareholding of Ophyer Technology;
- (7) the capital increase supplemental agreement dated December 2, 2020 entered into between among Saifu Dynamic, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Mr. Li, which sets out certain performance commitments and conditions for share redemptions;
- (8) the capital increase supplemental agreement II dated December 2, 2020 entered into among Saifu Dynamic, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out post-investment commitments of the parties and additional conditions for share redemptions;
- (9) the capital increase agreement dated January 25, 2021 entered into among Tongchuang Weiye, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, pursuant to which Tongchuang Weiye invested RMB45,000,000 for 6.43% of the shareholding of Ophyer Technology;
- (10) the capital increase supplemental agreement dated January 25, 2021 entered into among Tongchuang Weiye, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out certain performance commitments and conditions for share redemptions;

- (11) the capital increase agreement dated January 25, 2021 entered into among Guochuang Feitian, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, pursuant to which Guochuang Feitian invested RMB15,000,000 for 2.14% of the shareholding of Ophyer Technology;
- (12) the capital increase supplemental agreement dated January 25, 2021 entered into among Guochuang Feitian, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out certain performance commitments and conditions for share redemptions;
- (13) the capital increase agreement dated January 25, 2021 entered into among Kaiyuan Future, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, pursuant to which Kaiyuan Future invested RMB10,000,000 for 1.43% of the shareholding of Ophyer Technology;
- (14) the capital increase supplemental agreement dated January 25, 2021 entered into among Kaiyuan Future, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out certain performance commitments and conditions for share redemptions;
- (15) the capital increase agreement dated January 27, 2021 entered into among Grand Canal (Nanjing), Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, pursuant to which Grand Canal (Nanjing) invested RMB30,000,000 for 4.14% of the shareholding of Ophyer Technology;
- (16) the capital increase supplemental agreement dated January 27, 2021 entered into among Grand Canal (Nanjing), Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out certain performance commitments and conditions for share redemptions;
- (17) the capital increase framework agreement dated January 29, 2021 entered into among Mr. Wang King Cheong Tommy (王景昌), Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, pursuant to which Mr. Wang King Cheong Tommy (王景昌) agreed to invest RMB3,000,000 directly in our Company;
- (18) the share transfer agreement dated April 12, 2021 entered into among Ningbo Midu, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Xi'an Biyue, pursuant to which Ningbo Midu agreed to pay a consideration of RMB9,000,000 to Xi'an Biyue for 2% of the shareholding of Ophyer Technology;

- (19) the share transfer supplemental agreement dated April 12, 2021 entered into among Ningbo Midu, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Xi'an Biyue, which sets out certain performance commitments and conditions for share redemptions;
- (20) the share transfer agreement dated April 23, 2021 entered into among Tianjin Xinghuo, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Xi'an Zhiyao, pursuant to which Tianjin Xinghuo agreed to pay a consideration of RMB2,610,000 to Xi'an Zhiyao for 0.38% of the shareholding of Ophyer Technology;
- (21) the share transfer supplemental agreement dated April 23, 2021 entered into among Tianjin Xinghuo, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Xi'an Zhiyao, which sets out certain performance commitments and conditions for share redemptions;
- (22) the share transfer supplemental agreement II dated April 23, 2021 entered into among Tianjin Xinghuo, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Xi'an Zhiyao, which sets out share transfer restrictions;
- (23) the capital increase supplemental agreement II dated July 2, 2021 entered into among Ms. Yi Huimin (益惠敏), Mr. Wang and Ophyer Technology, which sets out revisions to the capital increase supplemental agreement;
- (24) the capital increase supplemental agreement dated July 2, 2021 entered into among Mr. Wang Chongling (王崇嶺), Hefei Shuimu, Ms. Song Lifang (宋麗芳), Ms. Yi Huimin (益惠敏), Mr. Wang and Ophyer Technology, which sets out revisions to the capital increase agreement;
- (25) the capital increase supplemental agreement II dated July 2, 2021 entered into among Ms. Song Lifang (宋麗芳), Mr. Wang and Ophyer Technology, which sets out revisions to the capital increase supplemental agreement;
- (26) the capital increase supplemental agreement II dated July 2, 2021 entered into among Mr. Wang Chongling (王崇嶺), Mr. Wang and Ophyer Technology, which sets out revisions to the capital increase supplemental agreement;
- (27) the capital increase supplemental agreement III dated July 2, 2021 entered into among Saifu Dynamic, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Mr. Li, which sets out revisions to the capital increase agreement and the capital increase supplemental agreement;

- (28) the capital increase supplemental agreement II dated July 2, 2021 entered into among Tongchuang Weiye, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out revisions to the capital increase agreement and the capital increase supplemental agreement;
- (29) the capital increase supplemental agreement II dated July 2, 2021 entered into among Kaiyuan Future, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out revisions to the capital increase agreement and the capital increase supplemental agreement;
- (30) the capital increase supplemental agreement II dated July 2, 2021 entered into among Grand Canal (Nanjing), Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out revisions to the capital increase agreement and the capital increase supplemental agreement;
- (31) the share transfer supplemental agreement II dated July 2, 2021 entered into among Ningbo Midu, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Xi'an Biyue, which sets out revisions to the share transfer agreement and the share transfer supplemental agreement;
- (32) the share transfer supplemental agreement III dated July 2, 2021 entered into among Tianjin Xinghuo, Ophyer Technology, Mr. Wang, Shanghai Shiao, Shanghai Wangyue and Xi'an Zhiyao, which sets out revisions to the share transfer agreement and the share transfer supplemental agreement;
- (33) the capital increase supplemental agreement II dated July 2, 2021 entered into among Hefei Shuimu, Mr. Wang and Ophyer Technology, which sets out revisions to the capital increase supplemental agreement;
- (34) the capital increase supplement agreement II dated July 2, 2021 entered into among Guochuang Feitian, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out revisions to the capital increase agreement and the capital increase supplement agreement;
- (35) the capital increase agreement dated September 24, 2021 entered into among Zhongtong Xinyuan, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, pursuant to which Zhongtong Xinyuan invested RMB10,000,000 for 0.71% of shareholding of Ophyer Technology;

- (36) the capital increase supplemental agreement dated September 24, 2021 entered into among Zhongtong Xinyuan, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out certain performance commitments and conditions for share redemptions;
- (37) the capital increase special supplemental agreement dated September 30, 2021 entered into among Zhongtong Xinyuan, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out revisions to the capital increase supplemental agreement;
- (38) the capital increase agreement dated September 30, 2021 entered into among Mr. Wang King Cheong Tommy (王景昌), Ophyer Technology, Mr. Wang, our Company and Wang BVI, pursuant to which Mr. Wang King Cheong Tommy agreed to invest RMB3,000,000 for the shareholdings of our Company;
- (39) the capital increase supplemental agreement dated October 8, 2021 entered into among Mr. Wang King Cheong Tommy (王景昌), Ophyer Technology, Mr. Wang, our Company and Wang BVI, which sets out certain performance commitments and conditions for share redemptions;
- (40) the capital increase supplemental agreement II dated October 8, 2021 entered into among Mr. Wang King Cheong Tommy (王景昌), Ophyer Technology, Mr. Wang, our Company and Wang BVI, pursuant to which Mr. Wang King Cheong Tommy agreed to adjust the investment for the shareholdings of our Company to RMB2,482,767;
- (41) the capital increase agreement dated October 19, 2021 entered into among Nanchang Xiaolan, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, pursuant to which Nanchang Xiaolan agreed to invest RMB15,000,000 for 1.06% of shareholding of Ophyer Technology;
- (42) the capital increase supplemental agreement dated October 19, 2021 entered into among Nanchang Xiaolan, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out certain performance commitments and conditions for share redemptions;
- (43) the capital increase special supplemental agreement dated October 26, 2021 entered into among Nanchang Xiaolan, Ophyer Technology, Mr. Wang, Shanghai Shiao and Shanghai Wangyue, which sets out revisions to the capital increase supplemental agreement;

- (44) an exclusive technical consultation and services agreement dated May 6, 2022 entered into between Ophyer Technology, Beijing Xingshi, Hupo Jinyuan, Shenzhen Huachuang, Zhongrunxing and Beijing Flowing Cloud, pursuant to which our Consolidated Affiliated Entities agreed to engage Beijing Flowing Cloud as their exclusive provider of marketing services, management consultation services, technical services and other services;
- (45) an exclusive option agreement dated December 16, 2021 entered into among Beijing Flowing Cloud, Ophyer Technology and the Registered Shareholders, pursuant to which the Registered Shareholders granted irrevocably and unconditionally to Beijing Flowing Cloud the exclusive rights to require the Registered Shareholders to transfer any or all their equity interest in Ophyer Technology and/or to require Ophyer Technology to transfer any or all of its assets to Beijing Flowing Cloud and/or a third party designated by it, at a minimum purchase price permitted under PRC laws and regulations;
- (46) an exclusive option agreement dated May 6, 2022 entered into among Beijing Flowing Cloud, Ophyer Technology, Beijing Xingshi, Hupo Jinyuan, Shenzhen Huachuang and Zhongrunxing, pursuant to which Ophyer Technology granted irrevocably and unconditionally to Beijing Flowing Cloud the exclusive rights to require Ophyer Technology to transfer any or all its equity interest in its subsidiaries and/or to require its subsidiaries to transfer any or all of its assets to Beijing Flowing Cloud and/or a third party designated by it, at a minimum purchase price permitted under PRC laws and regulations;
- (47) an equity pledge agreement dated December 16, 2021 entered into among Beijing Flowing Cloud, Ophyer Technology and the Registered Shareholders, pursuant to which each of the Registered Shareholders agreed to pledge all of their respective equity interest in Ophyer Technology to Beijing Flowing Cloud as security interest to guarantee the performance of contractual obligations and the payment of outstanding debts under the Contractual Arrangements;
- (48) an equity pledge agreement dated May 6, 2022 entered into among Beijing Flowing Cloud, Ophyer Technology, Beijing Xingshi, Hupo Jinyuan, Shenzhen Huachuang and Zhongrunxing, pursuant to which Ophyer Technology agreed to pledge all of its respective equity interest in its subsidiaries to Beijing Flowing Cloud as security interest to guarantee the performance of contractual obligations and the payment of outstanding debts under the Contractual Arrangements;

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- (49) a shareholders' rights entrustment agreement dated December 16, 2021 entered into among Beijing Flowing Cloud, Ophyer Technology and the Registered Shareholders, pursuant to which, each Registered Shareholder irrevocably, unconditionally and exclusively, through their respective powers of attorney, appoints Beijing Flowing Cloud or its designated person (including our Directors and their successors and liquidator replacing our Directors but excluding those who are Shareholders of Ophyer Technology), as his/her/its attorney-in-fact to exercise such shareholder's rights in Ophyer Technology;
- (50) a shareholders' rights entrustment agreement dated May 6, 2022 entered into among Beijing Flowing Cloud, Ophyer Technology, Beijing Xingshi, Hupo Jinyuan, Shenzhen Huachuang and Zhongrunxing, pursuant to which, Ophyer Technology irrevocably, unconditionally and exclusively, through its powers of attorney, appoints Beijing Flowing Cloud or its designated person (including our Directors and their successors and liquidator replacing our Directors but excluding those who are Shareholders of Ophyer Technology), as its attorney-in-fact to exercise such shareholder's rights in its subsidiaries; and
- (51) the Hong Kong [REDACTED] Agreement.

## 2. Our Material Intellectual Property Rights

#### (a) Trademarks

As of the Latest Practicable Date, we had registered the following trademarks which we consider to be material to our business:

		Place of	Name of registered	Registration			
No.	Trademark	registration	proprietor	no.	Class	Registration Date	Expiry date
1	守护繁星	PRC	Ophyer Technology	42329569	9	November 28, 2020	November 27, 2030
2	守护繁星	PRC	Ophyer Technology	42326377	14	August 7, 2020	August 6, 2030
3	守护繁星	PRC	Ophyer Technology	42319652	25	October 7, 2020	October 6, 2030

No.	Trademark	Place of registration	Name of registered proprietor	Registration no.	Class	Registration Date	Expiry date
4	守护繁星	PRC	Ophyer Technology	42319634	24	August 7, 2020	August 6, 2030
5	守护繁星	PRC	Ophyer Technology	29021693	14	December 14, 2019	December 13, 2029
6	守护繁星	PRC	Ophyer Technology	29020146	28	December 14, 2019	December 13, 2029
7	守护繁星	PRC	Ophyer Technology	29017392	25	December 14, 2019	December 13, 2029
8	守护繁星	PRC	Ophyer Technology	29010866	21	December 28, 2018	December 27, 2028
9	守护繁星	PRC	Ophyer Technology	29004855	41	December 14, 2019	December 13, 2029
10	守护繁星	PRC	Ophyer Technology	28998784	27	December 14, 2019	December 13, 2029
11	守护繁星	PRC	Ophyer Technology	28998713	9	January 28, 2020	January 27, 2030
12	掌中嘉年华	PRC	Ophyer Technology	37366262	25	December 14, 2019	December 13, 2029
13	掌中嘉年华	PRC	Ophyer Technology	37365565	14	December 14, 2019	December 13, 2029
14	掌中嘉年华	PRC	Ophyer Technology	37364270	28	November 21, 2019	November 20, 2029
15	掌中嘉年华	PRC	Ophyer Technology	37364200	27	November 21, 2019	November 20, 2029
16	掌中嘉年华	PRC	Ophyer Technology	37355200	21	December 14, 2019	December 13, 2029
17	掌中嘉年华	PRC	Ophyer Technology	37355136	9	November 28, 2019	November 27, 2029
18	掌中嘉年华	PRC	Ophyer Technology	37348417	24	December 7, 2019	December 6, 2029
19	掌中嘉年华	PRC	Ophyer Technology	37340537	41	December 7, 2019	December 6, 2029

No.	Trademark	Place of registration	Name of registered proprietor	Registration no.	Class	Registration Date	Expiry date
20	掌中飞天	PRC	Ophyer Technology	22247700	41	January 21, 2020	January 20, 2029
21	$O\overline{PHYE}R$	PRC	Ophyer Technology	55618543	38	November 28, 2021	November 27, 2031
22	$O\overline{PHYE}R$	PRC	Ophyer Technology	55618628	42	November 28, 2021	November 27, 2031
23	$O\overline{PHYE}R$	PRC	Ophyer Technology	55631088	41	November 28, 2021	November 27, 2031
24	$O_{\overline{PHYE}}R$	PRC	Ophyer Technology	55618325	35	December 7, 2021	December 6, 2031
25	S I G H T IS THE FUT U R E	PRC	Ophyer Technology	55641159	41	December 21, 2021	December 20, 2031
26	S I G H T IS THE FUT U R E	PRC	Ophyer Technology	55631430	9	December 21, 2021	December 20, 2031
27	S I G H T IS THE FUT U R E	PRC	Ophyer Technology	55620572	35	December 21, 2021	December 20, 2031
28	S I G H T IS THE FUT U R E	PRC	Ophyer Technology	55610107	42	December 21, 2021	December 20, 2031
29	S I G H T IS THE FUT U R E	PRC	Ophyer Technology	55610027	38	December 21, 2021	December 20, 2031
30	<b>シ</b> 医天云語	Hong Kong	Our Company	305798116	9, 35, 38, 41, 42	November 10, 2021	November 9, 2031







No.	Trademark	Place of registration	Name of registered proprietor	Registration no.	Class	Registration Date	Expiry date
31	Mark B  Mark C	Hong Kong	Our Company	305798107	9, 35, 38, 41, 42	November 10, 2021	November 9, 2031
32	Mark A  Mark B  KKATH  CLASSING BLOOD  Mark C	Hong Kong	Our Company	305798152	9, 35, 38, 41, 42	November 10, 2021	November 9, 2031
33	Mark A ジビ天云前 Mark B ジビ天云前 Mark C ジビ天云前	Hong Kong	Our Company	305798143	9, 35, 38, 41, 42	November 10, 2021	November 9, 2031
34	Mark A  Mark B  PLOWING CLOUD  METAVERSE	Hong Kong	Our Company	305810265	9, 35, 38, 41, 42	November 23, 2021	November 22, 2031
35	6	Hong Kong	Our Company	305810319	9, 35, 38, 41, 42	November 23, 2021	November 22, 2031
36	<b>飞天元宇宙</b> FLOWING CLOUD METAVERSE	Hong Kong	Our Company	305810300	9, 35, 38, 41, 42	November 23, 2021	November 22, 2031

# STATUTORY AND GENERAL INFORMATION

No.	Trademark	Place of registration	Name of registered proprietor	Registration no.	Class	Registration Date	Expiry date
37	Mark A	Hong Kong	Our Company	305810274	9, 35, 38, 41, 42	November 23, 2021	November 22, 2031
	Mark B 飞天元宇宙						
38	FLOWING CLOUD METAVERSE	Hong Kong	Our Company	305810283	9, 35, 38, 41, 42	November 23, 2021	November 22, 2031
39	飞天元宇宙	Hong Kong	Our Company	305810292	9, 35, 38, 41, 42	November 23, 2021	November 22, 2031

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	$O_{\overline{PHYE}}R$	PRC	Ophyer Technology	55637418	9	April 27, 2021
2	飞天元宇宙 FLOWING CLOUD METAVERSE	PRC	Ophyer Technology	60574280	9	November 15, 2021
3	飞天元宇宙 FLOWING CLOUD METAVERSE	PRC	Ophyer Technology	60582810	35	November 15, 2021
4	飞天元宇宙	PRC	Ophyer Technology	/	38	November 15, 2021
5	飞天元宇宙	PRC	Ophyer Technology	60589604	41	November 15, 2021
6	飞天元宇宙 FLOWING CLOUD METAVERSE	PRC	Ophyer Technology	60596361	42	November 15, 2021

# STATUTORY AND GENERAL INFORMATION

## (b) Patents

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

No.	Patent	Place of registration	Name of patent holder	Patent no.	Class	Application date	Date of grant	Valid period
1	VR data synchronization method, devices and VR server (虛擬現實 數據同步方法、裝置 及虛擬現實服務器).	PRC	Ophyer Technology	ZL202010149059.2	Invention	March 6, 2020	November 10, 2020	March 6, 2020– March 5, 2040
2	Method and devices for displaying bullet comments on VR videos (在虛擬現實視頻中顯示彈幕的方法和裝置)	PRC	Ophyer Technology	ZL201811236612.5	Invention	October 22, 2018	September 25, 2020	October 22, 2018–October 21, 2038
3	Methods of recommending advertisements and Ad recommendation server (推薦廣告的方法及廣告推薦服務器)	PRC	Ophyer Technology	ZL201410268560.5	Invention	June 16, 2014	April 19, 2017	June 16, 2014 -June 15, 2034
4	A method for calculating the displacement of the moving human body's center of mass applied in the virtual reality system (一種應用於虛擬現實系統中的運動人體質心位移計算方法)	PRC	Ophyer Technology	ZL201810747170.4	Invention	July 9, 2018	November 26, 2021	July 9, 2018– July 8, 2038

# STATUTORY AND GENERAL INFORMATION

No.	Patent	Place of registration	Name of patent holder	Patent no.	Class	Application date	Date of grant	Valid period
5	A rotating base for VR device interaction (一 種VR 設備交互用旋 轉式底座)	PRC	Ophyer Technology	ZL202010769069.6	Invention	August 3, 2020	November 30, 2021	August 3, 2020 -August 2, 2040
6	Mobile phone cases (spin-off of Guardian of the Stars) (手機 殼(守護繁星衍生品)).	PRC	Ophyer Technology	ZL201830393310.3	Design	July 20, 2018	March 15, 2019	July 20, 2018–July 19, 2033

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

No.	Patent	Place of registration	Name of applicant	Application no.	Class	Application date
1	Method and devices for web-based front-end facial recognition technology (基於 Web前端處理人臉識別技術的 方法及裝置)	PRC	Ophyer Technology	202010873964.2	Invention	August 26, 2020
2	Method and devices for web-based front-end VR panoramic interaction function (基於Web前端處理VR全景交互功能的方法及裝置)	PRC	Ophyer Technology	202010872930.1	Invention	August 26, 2020
3	Cross-platform solution and electronic devices for AR advertising and marketing campaign (AR廣告營銷活動跨平台解決方法及電子設備)	PRC	Ophyer Technology	202010455373.3	Invention	May 26, 2020

# STATUTORY AND GENERAL INFORMATION

## (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	ophyer.cn	Ophyer Technology	May 6, 2019	May 6, 2023
2	igame123.com	Ophyer Technology	September 25, 2008	September 25, 2023
3	ophyer.com	Ophyer Technology	March 20, 2009	March 20, 2023
4	wanjingyun.cn	Ophyer Technology	June 2, 2021	June 2, 2023
5	wanmuyun.cn	Ophyer Technology	June 2, 2021	June 2, 2023
6	wanxueyun.cn	Ophyer Technology	June 2, 2021	June 2, 2023
7	wanxueyun.com	Ophyer Technology	June 2, 2021	June 2, 2023
8	hupomob.com	Hupo Jinyuan	February 12, 2011	February 12, 2023
9	wachongcloud.com	Shenzhen Huachuang	April 16, 2021	April 16, 2023
10	starskeji.cn	Beijing Xingshi	July 30, 2021	July 30,2022
11	flowingcloud.net	Beijing Flowing Cloud	November 26, 2021	November 26, 2022
12	flowingcloud.com	Beijing Flowing Cloud	July 16, 2017	July 16, 2023

## (d) Copyrights

As of the Latest Practicable Date, we have registered the following copyrights which we consider to be material to our business:

## (i) Software copyrights

			Copyright registration	Place of		Date of completion	
No.	Name of Copyright	Copyright owner	number	registration	Published date	of development	Date of registration
1	AR planetary science education	Ophyer Technology	2021SR0147176	PRC	1	November 5,	January 27, 2021
	software (AR行星科普教育軟件)					2020	

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
2	Green Mood Fairy Run software (綠 色心情神仙跑軟件)	Ophyer Technology	2021SR0147410	PRC	April 20, 2020	April 15, 2020	January 27, 2021
3	Super Broker game software (非常經紀人遊戲軟件)	Ophyer Technology	2021SR0037711	PRC	1	June 5, 2020	January 19, 2021
4	VR future classroom software (VR未 來課堂軟件)	Ophyer Technology	2021SR0089023	PRC	1	July 9, 2020	January 18, 2021
5	VR fire safety software (VR消防安全 軟件)	Ophyer Technology	2021SR0088406	PRC	1	September 23, 2020	January 18, 2021
6	Panoramic video marketing software (全景視頻營銷軟件)	Ophyer Technology	2021SR0088439	PRC	August 10, 2020	August 8, 2020	January 18, 2021
7	VR home security hazards software (VR家庭安全隱患軟件)	Ophyer Technology	2021SR0088396	PRC	1	November 9, 2020	January 18, 2021
8	AR laptop performance introduction software (AR筆記本性能介紹軟件).	Ophyer Technology	2021SR0088405	PRC	1	October 22, 2020	January 18, 2021
9	AR car modification software (AR汽車改裝軟件)	Ophyer Technology	2021SR0088394	PRC	1	September 20, 2020	January 18, 2021
10	AR indoor interaction software (AR 室內交互軟件)	Ophyer Technology	2021SR0088793	PRC	1	November 3, 2020	January 18, 2021
11	VR garbage classification software (VR垃圾分類軟件)	Ophyer Technology	2021SR0088742	PRC	1	November 15, 2020	January 18, 2021
12	VR emergency avoidance software (VR緊急避險軟件)	Ophyer Technology	2021SR0088395	PRC	1	November 12, 2020	January 18, 2021
13	Panorama shopping mall delivery software (全景商城歡樂送軟件)	Ophyer Technology	2021SR0088743	PRC	September 25, 2020	September 25, 2020	January 18, 2021
14	VR Ma Liang and the Magic Brush software (VR神筆馬良軟件)	Ophyer Technology	2021SR0004790	PRC	1	October 20, 2019	January 4, 2021

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
15	VR secondary school geography software (VR中學地理軟件)	Ophyer Technology	2020SR1271691	PRC	1	July 9, 2020	December 30, 2020
16	Attack, Cute Girls! game software (進擊吧,萌妹紙咔!遊戲軟件)	Ophyer Technology	2020SR1266962	PRC	1	June 17, 2020	December 16, 2020
17	Demon Queen of the Blood game software (血族魔妃遊戲軟件)	Ophyer Technology	2020SR1266963	PRC	1	July 14, 2020	December 16, 2020
18	Beauty Like a Jade game software (美人如玉遊戲軟件)	Ophyer Technology	2020SR1266998	PRC	1	June 19, 2020	December 16, 2020
19	Sweet Girl in the Mountain game software (野山女兒香遊戲軟件)	Ophyer Technology	2020SR1266959	PRC	1	July 15, 2020	December 16, 2020
20	Age of Youth game software (青春四射的年代遊戲軟件)	1 .	2020SR1266960	PRC	1	June 15, 2020	December 16, 2020
21	Yakuza God Emperor game software (極道神皇遊戲軟件)		2020SR1266958	PRC	1	July 11, 2020	December 16, 2020
22	Mr. Ghost software (鬼先生軟件)	Ophyer Technology	2020SR1266961	PRC	1	June 16, 2020	December 16, 2020
23	Big Sister Swag game software (姐範 遊戲軟件)	Ophyer Technology	2020SR1257875	PRC	1	July 15, 2020	November 20, 2020
24	Book name game software (書名遊戲 軟件)		2020SR1257872	PRC	1	July 22, 2020	November 20, 2020
25	Traveling a Thousand Years: Not to be your Queen game software (穿 越千年:不做你的妃遊戲軟件)	Ophyer Technology	2020SR1257912	PRC	1	July 5, 2020	November 20, 2020
26	Close Your Eyes at Night game software (天黑請閉眼遊戲軟件)	Ophyer Technology	2020SR1257873	PRC	1	July 26, 2020	November 20, 2020

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
27	On Self-cultivation of the Nemesis game software (論宿敵的自我修養遊戲軟件)	Ophyer Technology	2020SR1257874	PRC	1	July 18, 2020	November 20, 2020
28	Dictation of the Three Gods game software (三神主宰遊戲軟件)	Ophyer Technology	2020SR1257887	PRC	1	June 22, 2020	November 20, 2020
29	Rich and Dangerous Marriage game software (豪門危婚遊戲軟件)	Ophyer Technology	2020SR1257895	PRC	1	July 10, 2020	November 20, 2020
30	Don't Look Back in the Middle of the Night software (半夜別回頭軟 件)	Ophyer Technology	2020SR1257913	PRC	1	July 2, 2020	November 20, 2020
31	Night Watchman game software (守夜 人遊戲軟件)	Ophyer Technology	2020SR1257886	PRC	1	June 25, 2020	November 20, 2020
32	Wanjie AI platform software (萬界AI 平台軟件)	Ophyer Technology	2020SR1256618	PRC	November 7, 2019	November 7, 2019	November 19, 2020
33	Different Kinds of Youth game software (不一樣的青春遊戲軟件).	Ophyer Technology	2020SR1250693	PRC	1	June 2, 2020	November 4, 2020
34	The Master game software (一哥遊戲 軟件)	Ophyer Technology	2020SR1104951	PRC	1	May 22, 2020	September 16, 2020
35	How a Micro-business is Made game software (微商是怎樣煉成的遊戲軟件)	Ophyer Technology	2020SR1104943	PRC	1	May 20, 2020	September 16, 2020
36	King Mu and the Eight Counties game software (穆王八郡遊戲軟件)	Ophyer Technology	2020SR1104959	PRC	1	May 17, 2020	September 16, 2020
37	Crime and Punishment game software (罰罪遊戲軟件)		2020SR1072830	PRC	1	May 10, 2020	September 10, 2020

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
38	Crossing the Line of Fire: Lord of the End of the World game software (穿越火綫之末世梟雄遊戲軟件)	Ophyer Technology	2020SR1072822	PRC	I	May 9, 2020	September 10, 2020
39	Paint the World of Dance game software (描繪出來的舞蹈世界遊戲軟件)	Ophyer Technology	2020SR1072798	PRC	1	May 12, 2020	September 10, 2020
40	Qin Shihuang conquers the Great Ming game software (秦始皇滅大 明遊戲軟件)	Ophyer Technology	2020SR1072806	PRC	1	May 20, 2020	September 10, 2020
41	Superb Security Guard game software (超品保安遊戲軟件)	Ophyer Technology	2020SR1072838	PRC	1	May 5, 2020	September 10, 2020
42	Destiny is a Bridge game software (命運是一座橋遊戲軟件)	Ophyer Technology	2020SR1072814	PRC	1	April 28, 2020	September 10, 2020
43	Wanjie Smart Marketing platform software (萬界智慧營銷平台軟件).	Ophyer Technology	2020SR0911994	PRC	March 13, 2018	March 13, 2018	August 11, 2020
44	AR Monster Capture game software (AR精靈捕捉遊戲軟件)	Ophyer Technology	2020SR0681492	PRC	1	March 25, 2020	June 28, 2020
45	Penguin Battle game software (企鵝 大作戰遊戲軟件)	Ophyer Technology	2020SR0681739	PRC	1	March 19, 2020	June 28, 2020
46	One Less God game software (少一個 神遊戲軟件)	Ophyer Technology	2020SR0681691	PRC	1	April 10, 2020	June 28, 2020
47	Fortress game software (要塞遊戲軟件)	Ophyer Technology	2020SR0681810	PRC	1	April 1, 2020	June 28, 2020
48	Beat the Beats game software (觸碰音符遊戲軟件)	Ophyer Technology	2020SR0681477	PRC	1	March 23, 2020	June 28, 2020

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
49	Dying Age game software (垂暮之年 遊戲軟件)	Ophyer Technology	2020SR0681699	PRC	1	April 23, 2020	June 28, 2020
50	Greedy Piggy game software (貪吃的 小豬遊戲軟件)	Ophyer Technology	2020SR0681802	PRC	1	March 11, 2020	June 28, 2020
51	AR Hunter game software (AR捕獵能 手遊戲軟件)	Ophyer Technology	2020SR0681485	PRC	1	April 28, 2020	June 28, 2020
52	Invincible Heroes game software (無 敵英雄遊戲軟件)	Ophyer Technology	2020SR0681723	PRC	1	March 6, 2020	June 28, 2020
53	Send the Ghost to the West game software (送鬼西行遊戲軟件)	Ophyer Technology	2020SR0681818	PRC	1	April 3, 2020	June 28, 2020
54	Kill the Mice game software (消滅小 老鼠遊戲軟件)	Ophyer Technology	2020SR0681731	PRC	1	March 2, 2020	June 28, 2020
55	Violent Man game software (暴力的 男人遊戲軟件)	Ophyer Technology	2020SR0681707	PRC	1	April 30, 2020	June 28, 2020
56	Countdown to Death game software (死亡倒計時遊戲軟件)	Ophyer Technology	2020SR0681715	PRC	1	April 14, 2020	June 28, 2020
57	Gluttonous Little Tomato game software (貪吃的小番茄遊戲軟件).	Ophyer Technology	2020SR0637456	PRC	1	February 17, 2020	June 17, 2020
58	Piggy Shower game software (小豬洗澡遊戲軟件)	Ophyer Technology	2020SR0637464	PRC	1	February 12, 2020	June 17, 2020
59	Mini Guns AR game software (迷你 槍械AR遊戲軟件)	1 0	2020SR0637433	PRC	1	February 19, 2020	June 17, 2020
60	AR Smash game software (AR大亂鬥 遊戲軟件)	Ophyer Technology	2020SR0637114	PRC	1	February 28, 2020	June 17, 2020
61	AR Cats game software (AR貓咪遊戲 軟件)		2020SR0637122	PRC	1	February 26, 2020	June 17, 2020

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
62	Wanjie H5 cross-platform advertising and marketing campaign software (萬界H5跨平台廣告營銷活動軟件).	Ophyer Technology	2020SR0587929	PRC	March 18, 2020	March 15, 2020	June 8, 2020
63	AR Dream of the Prairie Software (AR草原夢軟件)	Ophyer Technology	2020SR0215115	PRC	1	October 15, 2019	March 5, 2020
64	Panoramic snack store software (全景 零食舗軟件)	Ophyer Technology	2020SR0215110	PRC	1	October 15, 2019	March 5, 2020
65	Garbage classification VR experience software (垃圾分類VR體驗軟件)	Ophyer Technology	2020SR0215121	PRC	1	August 18, 2019	March 5, 2020
66	Crossing Hip Hop Battle Software (穿越嘻哈賽場軟件)	Ophyer Technology	2020SR0215127	PRC	1	May 28, 2019	March 5, 2020
67	Passionate Summer Master Duel software (激情一夏巅峰對決軟件) .	Ophyer Technology	2020SR0204094	PRC	1	May 15, 2019	March 3, 2020
68	AR Dim sum Battle Software (AR點 心大作戰軟件)	Ophyer Technology	2020SR0204089	PRC	1	August 15, 2019	March 3, 2020
69	AR Looking back 600 years software (AR回首六百年軟件)	Ophyer Technology	2020SR0069548	PRC	1	April 30, 2019	January 14, 2020
70	AR Good Real Gift Software (AR好實有禮軟件)	Ophyer Technology	2020SR0069556	PRC	1	May 20, 2019	January 14, 2020
71	AR A Dream in Kunyuan software (AR昆園一夢軟件)	Ophyer Technology	2020SR0070042	PRC	1	May 18, 2019	January 14, 2020
72	Pumpkin Squad game software (南瓜 小隊遊戲軟件)	Ophyer Technology	2019SR1339197	PRC	1	October 16, 2019	December 11, 2019
73	Mushroom Warriors game software (蘑菇戰隊遊戲軟件)	Ophyer Technology	2019SR1339042	PRC	1	October 14, 2019	December 11, 2019

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
74	Pop the Balloons game software (幹 掉氣球遊戲軟件)	Ophyer Technology	2019SR1339033	PRC	1	October 4, 2019	December 11, 2019
75	Dark Room Treasure Hunt game software (暗室尋寶遊戲軟件)	Ophyer Technology	2019SR1339463	PRC	1	October 2, 2019	December 11, 2019
76	Tunnel Crossing game software (隧道穿越遊戲軟件)	Ophyer Technology	2019SR1339453	PRC	1	October 17, 2019	December 11, 2019
77	Little Island Pioneer game software (小島先鋒遊戲軟件)	Ophyer Technology	2019SR1331428	PRC	1	October 22, 2019	December 10, 2019
78	Chicken Run game software (小雞快 跑遊戲軟件)		2019SR1331408	PRC	1	October 23, 2019	December 10, 2019
79	Snow Rescue game software (雪地營 救遊戲軟件)	Ophyer Technology	2019SR1331448	PRC	1	October 16, 2019	December 10, 2019
80	Kittens Foraging game software (小貓 覓食遊戲軟件)	Ophyer Technology	2019SR1331418	PRC	1	October 9, 2019	December 10, 2019
81	Space Battle game software (太空大 戦遊戲軟件)	Ophyer Technology	2019SR1331438	PRC	1	October 18, 2019	December 10, 2019
82	Jungle Adventure game software (叢林大冒險遊戲軟件)	Ophyer Technology	2019SR1101706	PRC	1	September 1, 2019	October 30, 2019
83	Adventure Hero game software (冒險 英雄遊戲軟件)	Ophyer Technology	2019SR1101702	PRC	1	September 10, 2019	October 30, 2019
84	Monster Battle game software (怪獸 大作戰遊戲軟件)	Ophyer Technology	2019SR1101692	PRC	1	September 4, 2019	October 30, 2019
85	Little Wonderful game software (小美 好遊戲軟件)	Ophyer Technology	2019SR1101695	PRC	1	September 2, 2019	October 30, 2019
86	Pieces Recycle Bin game software (碎片回收站遊戲軟件)	Ophyer Technology	2019SR1101698	PRC	1	September 6, 2019	October 30, 2019

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
87	Beauty Guesses the Gold Coins game software (美女猜金幣遊戲軟件)	Ophyer Technology	2019SR0968953	PRC	1	July 15, 2019	September 19, 2019
88	Happy and Joyful New Year game software (歡天喜地過大年遊戲軟件)	Ophyer Technology	2019SR0968964	PRC	1	July 8, 2019	September 19, 2019
89	Mice and Apples game software (小鼠與蘋果遊戲軟件)	Ophyer Technology	2019SR0968958	PRC	1	July 17, 2019	September 19, 2019
90	Journey to Iceland game software (冰 島之旅遊戲軟件)	Ophyer Technology	2019SR0968946	PRC	1	July 2, 2019	September 19, 2019
91	Kangaroo Adventure game software (袋鼠大冒險遊戲軟件)	Ophyer Technology	2019SR0968969	PRC	1	July 10, 2019	September 19, 2019
92	Bow and Arrow Battle game software (弓箭大作戰遊戲軟件)	Ophyer Technology	2019SR0897385	PRC	1	July 4, 2019	August 29, 2019
93	Year of the Pig game software (豬年 行大運遊戲軟件)	Ophyer Technology	2019SR0897166	PRC	1	July 16, 2019	August 29, 2019
94	Rock, Paper, Scissors game software (剪刀石頭布遊戲軟件)	Ophyer Technology	2019SR0897181	PRC	1	July 16, 2019	August 29, 2019
95	Protect Chang'e game software (保護嫦娥遊戲軟件)	Ophyer Technology	2019SR0897402	PRC	1	July 2, 2019	August 29, 2019
96	Happy Capsule Vending Machine game software (歡樂扭蛋機遊戲軟件)	Ophyer Technology	2019SR0897374	PRC	1	July 12, 2019	August 29, 2019
97	Busy Cowboy game software (牛仔很忙遊戲軟件)		2019SR0861072	PRC	1	June 20, 2019	August 20, 2019
98	Red Packets, Golden Eggs game (搶紅包砸金蛋遊戲軟件)	Ophyer Technology	2019SR0842724	PRC	1	June 19, 2019	August 13, 2019
99	Chasing for Love game software (為 愛狂追遊戲軟件)	Ophyer Technology	2019SR0842738	PRC	1	June 13, 2019	August 13, 2019

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100	Fishing game software (一起來捕魚遊戲軟件)	Ophyer Technology	2019SR0843054	PRC	I	June 27, 2019	August 13, 2019
101	Foodies Assemble game software (吃 貨集結令遊戲軟件)		2019SR0841262	PRC	1	June 17, 2019	August 13, 2019
102	Red Packet Forest game software (紅包森林遊戲軟件)	Ophyer Technology	2019SR0842416	PRC	1	June 12, 2019	August 13, 2019
103	Mystery Treasure Box game software (神秘百寶箱遊戲軟件)	Ophyer Technology	2019SR0842719	PRC	1	June 20, 2019	August 13, 2019
104	World Cup game software (決戰世界 杯遊戲軟件)	Ophyer Technology	2019SR0841263	PRC	1	June 11, 2019	August 13, 2019
105	Slap Your Boyfriend Game (掌摑男朋 友遊戲軟件)	Ophyer Technology	2019SR0811599	PRC	1	June 12, 2019	August 6, 2019
106	This is the Wheel game software (這就是轉盤遊戲軟件)	Ophyer Technology	2019SR0811309	PRC	1	June 13, 2019	August 6, 2019
107	Second Floor game software (二樓遊戲軟件)		2019SR0811303	PRC	1	June 3, 2019	August 6, 2019
108	Care for Single People game software (關愛單身狗遊戲軟件)	Ophyer Technology	2019SR0811298	PRC	1	June 5, 2019	August 6, 2019
109	Find the Pests game software (尋找害 蟲遊戲軟件)	Ophyer Technology	2019SR0748864	PRC	1	May 13, 2019	July 19, 2019
110	Journey to the West Stage Play game software (大話西遊舞台劇遊戲軟件)	1, 0,	2019SR0748859	PRC	1	May 6, 2019	July 19, 2019
111	Little Fox Collecting Toys game software (小狐狸收集玩具遊戲軟件)	Ophyer Technology	2019SR0748867	PRC	1	May 10, 2019	July 19, 2019
112	Masked Hotel game software (假面飯店遊戲軟件)		2019SR0748870	PRC	1	May 8, 2019	July 19, 2019

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113	Piggy Tumble game software (小猪翻 滾遊戲軟件)	Ophyer Technology	2019SR0746920	PRC	1	May 28, 2019	July 18, 2019
114	A Strong Man with a Dream game software (一個有夢想的壯漢遊戲軟件)	Ophyer Technology	2019SR0746899	PRC	1	May 14, 2019	July 18, 2019
115	Battle Boy game software (戰鬥小子 遊戲軟件)	Ophyer Technology	2019SR0746906	PRC	1	May 17, 2019	July 18, 2019
116	Date Together game software (一起約會遊戲軟件)	Ophyer Technology	2019SR0746893	PRC	1	May 23, 2019	July 18, 2019
117	Destroy Monsters game software (消滅妖怪遊戲軟件)	Ophyer Technology	2019SR0746914	PRC	1	May 16, 2019	July 18, 2019
118	Magic Pen game software (神奇的筆 遊戲軟件)	Ophyer Technology	2019SR0746909	PRC	1	May 22, 2019	July 18, 2019
119	Saviour game software (拯救者遊戲 軟件)	Ophyer Technology	2019SR0617396	PRC	1	April 26, 2019	June 17, 2019
120	Three Brothers Adventures game software (三兄弟歷險記遊戲軟件) .	Ophyer Technology	2019SR0617389	PRC	1	April 16, 2019	June 17, 2019
121	Piggy and the Brain game software (豬豬和大腦遊戲軟件)	Ophyer Technology	2019SR0614385	PRC	1	April 16, 2019	June 14, 2019
122	Ghost Little Cube game software (幽 靈小方塊遊戲軟件)		2019SR0614362	PRC	1	April 9, 2019	June 14, 2019
123	Masked Bunny game software (蒙面 兔子遊戲軟件)	Ophyer Technology	2019SR0611544	PRC	1	April 20, 2019	June 14, 2019
124	Capture back to the Prison game software (抓回監獄遊戲軟件)	Ophyer Technology	2019SR0614374	PRC	1	April 22, 2019	June 14, 2019
125	Untie the Knot game software (解開 繩結遊戲軟件)	Ophyer Technology	2019SR0611549	PRC	1	April 3, 2019	June 14, 2019

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126	Precision Special Forces game software (精準特種兵遊戲軟件)	Ophyer Technology	2019SR0605247	PRC	I	April 4, 2019	June 13, 2019
127	Jumping Bacteria game software (跳 躍細菌遊戲軟件)	Ophyer Technology	2019SR0605302	PRC	1	April 11, 2019	June 13, 2019
128	Infinite Jump game software (無限跳躍遊戲軟件)	Ophyer Technology	2019SR0605264	PRC	1	April 9, 2019	June 13, 2019
129	Escape Room game software (逃脱密 室遊戲軟件)	Ophyer Technology	2019SR0514319	PRC	1	March 19, 2019	May 24, 2019
130	Brutal Piggy game software (蠻橫小 豬遊戲軟件)	Ophyer Technology	2019SR0515663	PRC	1	March 22, 2019	May 24, 2019
131	Gluttonous Dragon game software (貪吃龍遊戲軟件)	Ophyer Technology	2019SR0514331	PRC	1	March 8, 2019	May 24, 2019
132	Lonely Soldier game software (孤膽 小兵遊戲軟件)	Ophyer Technology	2019SR0462841	PRC	1	March 11, 2019	May 14, 2019
133	Demon Dragon's Roar game software (惡龍咆哮遊戲軟件)	Ophyer Technology	2019SR0462854	PRC	1	March 5, 2019	May 14, 2019
134	Keep Angry Dogs Away game software (驅趕惡犬遊戲軟件)	Ophyer Technology	2019SR0463547	PRC	1	March 16, 2019	May 14, 2019
135	Walk through the Cubes game software (走完方塊遊戲軟件)	Ophyer Technology	2019SR0453755	PRC	1	March 5, 2019	May 13, 2019
136	Little Yellow Duck game software (小 黄鴨遊戲軟件)	Ophyer Technology	2019SR0453705	PRC	1	March 13, 2019	May 13, 2019
137	Invincible Kitten game software (無敵小貓咪遊戲軟件)	Ophyer Technology	2019SR0453719	PRC	1	March 20, 2019	May 13, 2019
138	Leap Blade game software (躍刃遊戲 軟件)		2019SR0453712	PRC	1	March 27, 2019	May 13, 2019

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139	Save the Ice game software (拯救冰冰遊戲軟件)	Ophyer Technology	2019SR0363728	PRC	1	February 20, 2019	April 20, 2019
140	Destroy the Sun game software (消滅 太陽遊戲軟件)	Ophyer Technology	2019SR0363720	PRC	1	February 15, 2019	April 20, 2019
141	Exciting Roller Coaster game software (激情過山車遊戲軟件)	Ophyer Technology	2019SR0363869	PRC	1	February 4, 2019	April 20, 2019
142	Save your Girlfriend and Kids game software (拯救女友小朋友遊戲軟件)	Ophyer Technology	2019SR0363704	PRC	1	February 21, 2019	April 20, 2019
143	Digging for Buried Treasure game software (挖地淘寶遊戲軟件)	Ophyer Technology	2019SR0363713	PRC	1	February 11, 2019	April 20, 2019
144	Room Escape game software (密室逃 脱遊戲軟件)	Ophyer Technology	2019SR0353620	PRC	1	February 12, 2019	April 19, 2019
145	Matchmaker Battle game software (火 柴人大戰遊戲軟件)	Ophyer Technology	2019SR0354408	PRC	1	February 14, 2019	April 19, 2019
146	Toad Wishing to Eat Swan Meat game software (癩蛤蟆吃天鵝遊戲軟件)	Ophyer Technology	2019SR0353632	PRC	1	February 7, 2019	April 19, 2019
147	Ice and Fire Men game software (冰 火俠客遊戲軟件)	Ophyer Technology	2019SR0353611	PRC	1	February 2, 2019	April 19, 2019
148	Save the Ball Brothers game software (拯救球球大兄弟遊戲軟件)	Ophyer Technology	2019SR0353716	PRC	1	February 22, 2019	April 19, 2019
149	Little Black Run game software (小黑 快跑遊戲軟件)	Ophyer Technology	2019SR0284703	PRC	1	January 24, 2019	March 27, 2019
150	Planetary Adventure game software (星球探險遊戲軟件)	Ophyer Technology	2019SR0281381	PRC	1	January 23, 2019	March 26, 2019
151	Square One Plus One game software (方塊壹加壹遊戲軟件)		2019SR0281387	PRC	1	January 18, 2019	March 26, 2019

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152	Gemstone Tycoon game software (寶石大亨遊戲軟件)	Ophyer Technology	2019SR0281391	PRC	1	January 11, 2019	March 26, 2019
153	Brave Magic Tower game software (勇者闖魔塔遊戲軟件)	Ophyer Technology	2019SR0276248	PRC	1	January 17, 2019	March 25, 2019
154	Bomb Expert game software (炸彈專 家遊戲軟件)	Ophyer Technology	2019SR0276237	PRC	1	January 17, 2019	March 25, 2019
155	Rest in Pieces game software (碎碎平 安遊戲軟件)	Ophyer Technology	2019SR0276472	PRC	1	January 1, 2019	March 25, 2019
156	Porcelain Ball game software (動感瓷 球遊戲軟件)	Ophyer Technology	2019SR0276261	PRC	1	January 14, 2019	March 25, 2019
157	Chicky Duo game software (兩隻小雞 遊戲軟件)	Ophyer Technology	2019SR0276271	PRC	1	January 21, 2019	March 25, 2019
158	Bacter.io Evolution game software (細菌大作戰遊戲軟件)	Ophyer Technology	2019SR0276481	PRC	1	January 3, 2019	March 25, 2019
159	Run game software (奔跑吧遊戲軟件)	Ophyer Technology	2019SR0161247	PRC	1	October 8, 2018	February 20, 2019
160	Table Bowling game software (桌面 保齡球遊戲軟件)	Ophyer Technology	2019SR0161250	PRC	1	October 23, 2018	February 20, 2019
161	Dark Flower game software (暗花遊 戲軟件)		2019SR0161303	PRC	1	October 16, 2018	February 20, 2019
162	Dream and Eat the Stars game software (做夢吃星星遊戲軟件)	Ophyer Technology	2019SR0161306	PRC	1	October 3, 2018	February 20, 2019
163	Little Witch game software (小小魔女 遊戲軟件)	Ophyer Technology	2019SR0130888	PRC	1	December 14, 2018	February 11, 2019
164	Colour Swirl game software (色彩漩 渦遊戲軟件)		2019SR0126113	PRC	1	December 6, 2018	February 2, 2019

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165	Parting game software (離別遊戲軟件)	Ophyer Technology	2019SR0126124	PRC	1	December 14, 2018	February 2, 2019
166	Birdie Goes Home game software (小鳥回家遊戲軟件)	Ophyer Technology	2019SR0126101	PRC	1	December 6, 2018	February 2, 2019
167	Cutting Master game software (切割 大師遊戲軟件)	Ophyer Technology	2019SR0126337	PRC	1	December 17, 2018	February 2, 2019
168	Click Click game software (咔咔咔遊戲軟件)	Ophyer Technology	2019SR0127037	PRC	1	December 11, 2018	February 2, 2019
169	Red and Blue Balls game software (紅藍小球遊戲軟件)	Ophyer Technology	2019SR0127069	PRC	1	December 5, 2018	February 2, 2019
170	Rush Convenience Store game software (急速便利店遊戲軟件)	Ophyer Technology	2019SR0127060	PRC	1	December 10, 2018	February 2, 2019
171	Runestone Matching game software (符石對對碰遊戲軟件)	Ophyer Technology	2019SR0127079	PRC	1	December 3, 2018	February 2, 2019
172	Skateboard Archery game software (滑板射箭遊戲軟件)	Ophyer Technology	2019SR0127050	PRC	1	December 7, 2018	February 2, 2019
173	Destroy the Ghosts game software (消滅幽靈遊戲軟件)	Ophyer Technology	2019SR0100852	PRC	1	October 19, 2018	January 28, 2019
174	Wish Love is Bright like Before game software (但願愛情明媚如初遊戲軟件)	Ophyer Technology	2019SR0100430	PRC	I	October 5, 2018	January 28, 2019
175	Special Godfather Games (特種教父 遊戲軟件)	Ophyer Technology	2019SR0100847	PRC	1	October 12, 2018	January 28, 2019
176	Cube Jenga game software (方塊叠叠高遊戲軟件)		2019SR0101599	PRC	1	October 10, 2018	January 28, 2019
177	Cloud Chasing Moon game software (雲追月遊戲軟件)	Ophyer Technology	2019SR0100339	PRC	1	October 22, 2018	January 28, 2019

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178	Mochi Hero game software (糯米團勇者遊戲軟件)	Ophyer Technology	2018SR990632	PRC	1	August 25, 2018	December 7, 2018
179	Star Maze game software (星際迷宮 遊戲軟件)	Ophyer Technology	2018SR990396	PRC	1	September 3, 2018	December 7, 2018
180	Little Carp Big Escape game software (小鯉魚大逃亡遊戲軟件)	Ophyer Technology	2018SR990589	PRC	1	August 15, 2018	December 7, 2018
181	Old Driver game software (老司機遊 戲軟件)	Ophyer Technology	2018SR990642	PRC	1	August 20, 2018	December 7, 2018
182	Search Food from the Tiger's Mouth game software (虎口奪食遊戲軟件)	Ophyer Technology	2018SR990617	PRC	1	August 17, 2018	December 7, 2018
183	End of the Road Survival game software (末路求生遊戲軟件)	Ophyer Technology	2018SR990411	PRC	1	July 25, 2018	December 7, 2018
184	Infinite Giraffe game software (長長長頸鹿遊戲軟件)	Ophyer Technology	2018SR990530	PRC	1	September 18, 2018	December 7, 2018
185	Reverse Black and White game software (逆轉黑白遊戲軟件)	Ophyer Technology	2018SR942332	PRC	1	September 5, 2018	November 26, 2018
186	Pet Playground game software (寵物 遊樂園遊戲軟件)	Ophyer Technology	2018SR942239	PRC	1	July 25, 2018	November 26, 2018
187	Strongest Demon game software (最強妖孽遊戲軟件)	Ophyer Technology	2018SR942327	PRC	1	August 30, 2018	November 26, 2018
188	Short Life of a Cockroach game software (小強短暫的一生遊戲軟件)	Ophyer Technology	2018SR942058	PRC	1	September 5, 2018	November 26, 2018
189	Time Travel Only for Your Love game software (穿越只為你的愛遊 戲軟件)	Ophyer Technology	2018SR926507	PRC	1	July 25, 2018	November 20, 2018
190	Kill the Sky game software (誅天遊 戲軟件)	Ophyer Technology	2018SR926189	PRC	1	July 25, 2018	November 20, 2018

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191	Run wild! Small animals! game software (狂奔吧! 小動物! 遊戲軟件)	Ophyer Technology	2018SR867211	PRC	I	August 10, 2018	October 30, 2018
192	Gravity Maze game software (重力迷 宮遊戲軟件)	Ophyer Technology	2018SR867096	PRC	1	September 1, 2018	October 30, 2018
193	Up and down Flip game software (上 下翻飛遊戲軟件)	Ophyer Technology	2018SR867089	PRC	1	August 17, 2018	October 30, 2018
194	Super Pair-up game software (超級對 對碰遊戲軟件)	Ophyer Technology	2018SR867223	PRC	1	July 25, 2018	October 30, 2018
195	Stars Track game software (繁星軌迹 遊戲軟件)	Ophyer Technology	2018SR867217	PRC	1	August 20, 2018	October 30, 2018
196	Star Core Exploration game software (星核探秘遊戲軟件)	Ophyer Technology	2018SR867204	PRC	1	July 25, 2018	October 30, 2018
197	Wild Battle game software (狂戰八荒 遊戲軟件)	Ophyer Technology	2018SR691774	PRC	1	May 15, 2018	August 29, 2018
198	Heavenly Descending game software (天尊臨世遊戲軟件)	Ophyer Technology	2018SR687248	PRC	1	June 5, 2018	August 28, 2018
199	Bump that Little One game software (撞那個小的遊戲軟件)	Ophyer Technology	2018SR670847	PRC	1	June 25, 2018	August 22, 2018
200	Three Minute Tower Defence game software (三分鐘塔防遊戲軟件)	Ophyer Technology	2018SR668021	PRC	1	June 20, 2018	August 21, 2018
201	Bunnies are Cute game software (兔兔那麼可愛遊戲軟件)	Ophyer Technology	2018SR595088	PRC	1	May 19, 2018	July 30, 2018
202	Jurassic Ranch game software (侏羅 紀牧場遊戲軟件)	Ophyer Technology	2018SR573000	PRC	1	July 10, 2018	July 20, 2018
203	Jedi Flying Guns game software (絕地飛槍遊戲軟件)	Ophyer Technology	2018SR516711	PRC	1	May 4, 2018	July 4, 2018

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204	Western Zombie Hunter game software (西部僵屍獵人遊戲軟件).	Ophyer Technology	2018SR419819	PRC	1	April 2, 2018	June 5, 2018
205	Cutie Sleepwalking game software (萌寶夢遊記遊戲軟件)	Ophyer Technology	2018SR370706	PRC	1	March 26, 2018	May 23, 2018
206	Crazy Ball game software (瘋狂的球球遊戲軟件)	Ophyer Technology	2018SR371075	PRC	1	March 21, 2018	May 23, 2018
207	Little Tank Big Battle game software (小坦克大作戰遊戲軟件)	Ophyer Technology	2018SR370715	PRC	1	April 4, 2018	May 23, 2018
208	Guardian of the Stars: Infinite game software (守護繁星:無限遊戲軟件)	Ophyer Technology	2018SR224735	PRC	I	February 1, 2018	April 2, 2018
209	Stars Special Forces game software (繁星特戰隊遊戲軟件)	Ophyer Technology	2018SR132344	PRC	1	December 25, 2017	February 28, 2018
210	Bursting Race game software (爆裂賽 場遊戲軟件)	Ophyer Technology	2018SR133198	PRC	1	January 31, 2018	February 28, 2018
211	Love in Action — Xia Rui game software (戀愛進行時 — 夏蕊遊戲軟件)	Ophyer Technology	2017SR540260	PRC	I	May 15, 2017	September 25, 2017
212	King of Sniper game software (狙擊 之王遊戲軟件)	Ophyer Technology	2017SR485299	PRC	1	March 15, 2016	September 1, 2017
213	Heist Escape Most Wanted 3D single-player game software (生死 時速最高通緝3D單機遊戲軟件)	Ophyer Technology	2017SR478769	PRC	April 5, 2016	April 4, 2016	August 30, 2017
214	Star Billiards Internet game software (明星檯球網絡軟件遊戲)	Ophyer Technology	2017SR342271	PRC	September 2, 2016	September 1, 2016	July 4, 2017
215	Star Billiards single-player game software (明星檯球單機遊戲軟件).	Ophyer Technology	2017SR342262	PRC	July 1, 2016	July 1, 2016	July 4, 2017

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216	Fairy Island Smash game software (仙島大亂鬥遊戲軟件)	Ophyer Technology	2017SR269082	PRC	I	April 15, 2017	June 15, 2017
217	Toto Bear Turbo League — Fantasy City Smash game software (濤濤熊極速聯盟 — 幻想城大亂鬥遊戲軟件)	Ophyer Technology	2017SR262098	PRC	1	April 15, 2017	June 14, 2017
218	Palpitating Home Single-player game software (悸動的屋檐下單機遊戲軟件)		2017SR111447	PRC	January 23, 2017	January 16, 2017	April 12, 2017
219	Love ING single-player game software (戀愛愛恩季單機遊戲軟件)	Ophyer Technology	2017SR069037	PRC	November 11, 2016	November 2, 2016	March 7, 2017
220	Star League Glory single-player game software (星盟榮耀單機遊戲軟件).	Ophyer Technology	2017SR002872	PRC	November 2, 2016	November 1, 2016	January 4, 2017
221	God of Racing 2 — Highway Rumble game software (飈車之神2 — 公路 轟鳴遊戲軟件)	Ophyer Technology	2017SR565355	PRC	September 4, 2017	September 1, 2017	October 12, 2017
222	Love ING single-player game software (戀愛艾恩季單機遊戲軟件)	Ophyer Technology	2016SR355212	PRC	November 2, 2016	November 1, 2016	December 6, 2016
223	God of Racing single-player game software (飈車之神單機遊戲軟件).	Ophyer Technology	2016SR196395	PRC	July 1, 2016	July 1, 2016	July 28, 2016
224	Galactic Armor 2 single-player game software (星際武裝2單機軟件遊戲)	Ophyer Technology	2016SR194485	PRC	June 12, 2016	June 12, 2016	July 26, 2016
225	Battlefield Gun God single-player game software (戰地槍神單機遊戲 軟件)	Ophyer Technology	2016SR148834	PRC	April 22, 2016	April 22, 2016	June 21, 2016

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226	3D Extreme Racing Android single-player game software (3D極品賽車安卓單機遊戲軟件) .	Ophyer Technology	2015SR291401	PRC	November 16, 2015	November 16, 2015	December 31, 2015
227	Heroine Hua Mulan mobile game software (巾幗英雄花木蘭手機遊戲軟件)	Ophyer Technology	2010SR017327	PRC	January 8, 2010	December 30, 2009	April 19, 2010
228	Xuan Yuan mobile game software (軒轅手機遊戲軟件)	Ophyer Technology	2010SR016932	PRC	February 10, 2010	January 29, 2010	April 16, 2010
229	Night of Zombie, Billiards and the Living Dead mobile game software (僵屍檯球活死人之夜手機遊戲軟件)	Ophyer Technology	2010SR016994	PRC	October 15, 2009	September 25, 2009	April 16, 2010
230	Cheerful Landlord mobile game software (歡天喜地鬥地主手機遊戲軟件)	Ophyer Technology	2010SR017020	PRC	December 25, 2009	December 9, 2009	April 16, 2010
231	Spicy 9 Ball Heavenly Queen Palace mobile game software (麻辣9球天 后宮手機遊戲軟件)	Ophyer Technology	2010SR016953	PRC	August 20, 2009	July 20, 2009	April 16, 2010
232	Happy Farm Big Battle mobile game software (開心農場大作戰手機遊戲軟件)	Ophyer Technology	2010SR015309	PRC	February 24, 2010	February 10, 2010	April 8, 2010
233	AR historical figures introduction software (AR歷史人物介紹軟件)	Ophyer Technology	2021SR0540753	PRC	1	November 8, 2020	April 15, 2021
234	VR safe driving software (VR安全駕 駛軟件)	Ophyer Technology	2021SR0540724	PRC	1	November 6, 2020	April 15, 2021
235	Rongfan Monopoly Software (融粉大富翁軟件)	Ophyer Technology	2021SR0540725	PRC	1	August 19, 2020	April 15, 2021
236	Content management display system software (內容管理展示系統軟件).	Ophyer Technology	2021SR0540726	PRC	November 3, 2020	October 28, 2020	April 15, 2021

<u>No.</u>	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
237	VR typhoon hedging software (VR颱 風避險軟件)	Ophyer Technology	2021SR0540727	PRC	1	November 17, 2020	April 15, 2021
238	AR home appliance introduction software (AR家電介紹軟件)	Ophyer Technology	2021SR0540728	PRC	1	November 3, 2020	April 15, 2021
239	Jianghu offensive strategy island big battle game software (江湖進攻略 島大作戰游戲軟件)	Ophyer Technology	2018SR924526	PRC	1	August 5, 2018	November 20, 2018
240	VR virtual test drive software (VR虛 擬試駕軟件)	Ophyer Technology	2021SR1600197	PRC	1	October 22, 2020	November 1, 2021
241	AR motorcycle introduction software (AR摩托車介紹軟件)	Ophyer Technology	2021SR1600195	PRC	1	December 28, 2020	November 1, 2021
242	Change Day Software (異變之日軟件)	Ophyer Technology	2021SR1600194	PRC	1	October 22, 2020	November 1, 2021
243	I am a star software (我是個明星軟件)	Ophyer Technology	2021SR1600198	PRC	1	October 22, 2020	November 1, 2021
244	Angry Flame Software (憤怒的火焰 軟件)	Ophyer Technology	2021SR1600196	PRC	1	October 22, 2020	November 1, 2021
245	AR handbag introduction software (AR女式手包介紹軟件)	Ophyer Technology	2021SR2085282	PRC	1	December 28, 2020	December 20, 2021
246	AR plane model introduction software (AR飛機模型介紹軟件)		2021SR2085281	PRC	1	December 28, 2020	December 20, 2021
247	Proceed together software (一起前行 軟件)	Ophyer Technology	2021SR2085280	PRC	1	October 22, 2020	December 20, 2021
248	League war software (聯盟大戰部落 軟件)	Ophyer Technology	2021SR2085279	PRC	1	October 22, 2020	December 20, 2021
249	Protect the fortress software (堅守堡 壘軟件)	Ophyer Technology	2022SR0258438	PRC	1	October 22, 2020	February 22, 2022

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
250	Secret Gate game software (秘密之門 遊戲軟件)	Hupo Jinyuan	2020SR0228575	PRC	1	December 16, 2019	March 9, 2020
251	Monsters League game software (怪獸聯盟遊戲軟件)	Hupo Jinyuan	2020SR0228570	PRC	1	December 2, 2019	March 9, 2020
252	Psychedelic Journey game software (迷幻之旅遊戲軟件)	Hupo Jinyuan	2020SR0228505	PRC	1	December 11, 2019	March 9, 2020
253	Mystery of the Mechanical Island game software (機械島之謎遊戲軟 件)	Hupo Jinyuan	2020SR0228563	PRC	I	December 5, 2019	March 9, 2020
254	Adventure Man game software (探險達人遊戲軟件)	Hupo Jinyuan	2020SR0053333	PRC	1	November 25, 2019	January 10, 2020
255	Floating Island Survival game software (浮島求生遊戲軟件)	Hupo Jinyuan	2020SR0053340	PRC	1	November 18, 2019	January 10, 2020
256	Journey to the North Pole game software (北極之旅遊戲軟件)	Hupo Jinyuan	2020SR0053326	PRC	1	November 22, 2019	January 10, 2020
257	Island Leap game software (孤島飛躍 遊戲軟件)	Hupo Jinyuan	2020SR0053346	PRC	1	November 20, 2019	January 10, 2020
258	Little Dinosaur Adventures game software (小恐龍歷險記遊戲軟件) .	Hupo Jinyuan	2020SR0029269	PRC	1	November 5, 2019	January 7, 2020
259	Planet Travelling game software (星球穿越遊戲軟件)	Hupo Jinyuan	2020SR0029276	PRC	1	November 8, 2019	January 7, 2020
260	Line Water game software (劃綫取水 遊戲軟件)	Hupo Jinyuan	2020SR0029262	PRC	1	November 4, 2019	January 7, 2020
261	Find the Hat game software (尋找帽 子遊戲軟件)	Hupo Jinyuan	2020SR0029283	PRC	1	November 11, 2019	January 7, 2020
262	3D Jumping Bottle game software (3D跳瓶遊戲軟件)	Hupo Jinyuan	2020SR0029818	PRC	1	November 1, 2019	January 7, 2020

No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
263	Galactic Armor single-player game software (星際武裝單機遊戲軟件).	Hupo Jinyuan	2016SR183715	PRC	April 5, 2016	April 4, 2016	July 18, 2016
264	Battle Girls Single-player game software (戰鬥少女單機遊戲軟件) .	Hupo Jinyuan	2016SR183585	PRC	April 5, 2016	April 4, 2016	July 18, 2016
265	Special Police Force game software (特警力量遊戲軟件)	Hupo Jinyuan	2015SR201010	PRC	May 8, 2015	May 1, 2015	October 20, 2015
266	Line Mage — Improved Edition game software (劃錢法師 — 加强版遊戲軟件)	Hupo Jinyuan	2015SR188189	PRC	August 3, 2015	August 3, 2015	September 28, 2015
267	Alice in Wonderland Match game software (愛麗絲仙境消消樂遊戲軟件)	Hupo Jinyuan	2015SR133034	PRC	June 5, 2015	June 1, 2015	July 14, 2015
268	Nine-tailed Demon Girl Internet game system (九尾妖姬網絡遊戲系統) .	Hupo Jinyuan	2013SR068933	PRC	August 8, 2012	August 1, 2012	July 19, 2013
269	Dazhi SAAS enterprise marketing platform (大智SAAS企業營銷平台)	Beijing Xingshi	2020SR1864373	PRC	1	October 16, 2020	December 21, 2020
270	ADGU advertising effectiveness service platform (ADGU廣告效果 服務平台)	Beijing Xingshi	2020SR1864376	PRC	I	August 23, 2020	December 21, 2020
271	Wisdom 5G message management platform (智達5G消息管理平台) .	Beijing Xingshi	2020SR1864375	PRC	1	August 12, 2020	December 21, 2020
272	Guangzhi messaging platform system (廣知消息平台系統)	Beijing Xingshi	2020SR1864374	PRC	1	November 20, 2020	December 21, 2020
273	Raspberry Advertising and Marketing System Platform (樹莓廣告營銷系 統平台)	Beijing Xingshi	2020SR1864377	PRC	1	August 20, 2020	December 21, 2020

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No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	Published date	Date of completion of development	Date of registration
274	Tianyou Telecom Enterprise Value-added Service Management System (天游電信企業増值服務管 理系統)	Beijing Xingshi	2021SR1390137	PRC	June 18, 2021	June 18, 2021	September 16, 2021
275	Lu Quanyun SaaS Management System (路全雲SaaS管理系統)	Beijing Xingshi	2021SR1390139	PRC	May 20, 2021	May 20, 2021	September 16, 2021
276	Luquan Yunxin Gateway System (路 全雲信網關系統)	Beijing Xingshi	2021SR1390138	PRC	April 12, 2021	April 12, 2021	September 16, 2021
277	Raspberry Information System Platform (樹莓消息平臺系統)	Beijing Xingshi	2021SR1975848	PRC	I	November 5, 2021	December 2, 2021
278	Da Mia Advertisement Alliance Platform (達邁廣告聯盟系統)	Beijing Xingshi	2021SR2168573	PRC	1	November 8, 2021	December 27, 2021

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

					Date of	
No.	Name of Copyright	Copyright owner	Copyright registration number	Place of registration	completion of development	Published date
1	Explore alien software (探索外星球軟件)	Ophyer Technology	2021R11S1818777		October 22, 2020	1
2	King Defense Software (國王保衛戰軟件)	Ophyer Technology	2021R11S1818706		October 22, 2020	1

# (ii) Artwork copyrights

					Place of	
No.	Name of Copyright	Copyright owner	Class	Copyright registration number	registration	Registration date
1	Character design of intelligence officer	Ophyer	Art	National Copyright	PRC	May 17, 2018
	Teresa in the game "Galactic Armor II"	Technology		Registration Certificate		
	(《星際武裝II》遊戲人物設計之			(國作登字)		
	情報官特蕾莎)			-2018-F-00548143		

No.	Name of Copyright	Copyright owner	Class	Copyright registration number	Place of registration	Registration date
2	Logo of the game "Toto Bear Turbo League — Fantasy City Smash" (《濤濤熊極速聯 盟 — 幻想城大亂鬥》遊戲LOGO)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00548144	PRC	May 17, 2018
3	Car design of Silver Dazzle in the game "Toto Bear Turbo League — Fantasy City Smash" (《濤濤熊極速聯盟 — 幻想 城大亂鬥》遊戲車型設計之銀色炫光)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00548281	PRC	May 17, 2018
4	Monster design of Destruction Mech in the game "Galactic Armor II" (《星際武装 II》遊戲怪物設計之毀滅機甲)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00575430	PRC	July 6, 2018
5	Logo of the game "Guardian of the Stars: Infinite" (《守護繁星:無限》遊戲LOGO).	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00548146	PRC	May 17, 2018
6	Character design of Jin Yingjia in the game "Star Billiards" (《明星檯球》遊戲人物設計之金贏佳)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00575427	PRC	July 6, 2018
7	Refrigerator decals of the spin-off of the game "Guardian of the Stars" (《守護繁星》遊戲衍生品之冰箱貼)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00542424	PRC	May 8, 2018
8	Character design of Fu Zhelun of the game "Star Billiards" (《明星檯球》遊戲人物設計之傅哲倫)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00542425	PRC	May 8, 2018
9	Logo of the game "Galactic Armor II" (《星際武裝II》遊戲LOGO)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00548147	PRC	May 17, 2018

No.	Name of Copyright	Copyright owner	Class	Copyright registration number	Place of registration	Registration date
10	Character design of Lieutenant Galactic in the game "Galactic Armor II" (《星際武裝 II》遊戲人物設計之星際上尉)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00548280	PRC	May 17, 2018
11	Car design of Black Baron in the game "Toto Bear Turbo League — Fantasy City Smash" (《濤濤熊極速聯盟 — 幻想 城大亂鬥》遊戲車型設計之黑色男爵)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00575434	PRC	July 6, 2018
12	Logo of the game "Love in Action" (《戀愛進行時》遊戲LOGO)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00548148	PRC	May 17, 2018
13	Monster design of Guard Sentry in the game "Galactic Armor II" (《星際武装 II》遊戲怪物設計之警戒哨兵)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00575435	PRC	July 6, 2018
14	Monster design of Alloy Hunter in the game "Galactic Armor II" (《星際武装 II》遊戲怪物設計之合金獵手)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00575431	PRC	July 6, 2018
15	Monster design of Humanoid Combat Mech in the game "Galactic Armor II" (《星際武裝II》遊戲怪物設計之人形作戰機甲) .	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00575429	PRC	July 6, 2018
16	Car design of Green Hurricane in the game "Toto Bear Turbo League — Fantasy City Smash" (《濤濤熊極速聯盟 — 幻想 城大亂鬥》遊戲車型設計之綠色疾風)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00575432	PRC	July 6, 2018
17	Character design of Captain Stellar in the game "Galactic Armor II" (《星際武装 II》遊戲人物設計之恒星隊長)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00548279	PRC	May 17, 2018

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					Place of	
No.	Name of Copyright	Copyright owner	Class	Copyright registration number	registration	Registration date
18	Logo of the game "Star Billiards" (《明星檯球》遊戲LOGO)	• •	Art	National Copyright Registration Certificate (國作登字) -2018-F-00548145	PRC	May 17, 2018
19	Car design of Blue Giant in the game "Toto Bear Turbo League — Fantasy City Smash" (《濤濤熊極速聯盟 — 幻想城大 亂鬥》遊戲車型設計之藍色巨人)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00575433	PRC	July 6, 2018
20	Character design of Kazumitsu Onizuka of the game "Star Billiards" (《明星檯球》遊 戲人物設計之鬼塚和光)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00575428	PRC	July 6, 2018
21	Character design of Pan Ziying of the game "Star Billiards" (《明星檯球》遊戲人物設計之潘梓瑩)	Ophyer Technology	Art	National Copyright Registration Certificate (國作登字) -2018-F-00583034	PRC	July 18, 2018

# C. FURTHER INFORMATION ABOUT DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

#### 1. Disclosure of Interests

(a) Interests and short positions of our Directors and chief executive of our 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] and the [REDACTED] (without taking into account the Shares which may be allotted and issued pursuant to the exercise of the [REDACTED] or the exercise of options which may be granted under the [REDACTED] Share Option Scheme) in the 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

#### STATUTORY AND GENERAL INFORMATION

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 Listed Issuers contained in the Listing Rules, once the Shares are listed:

Name of Director/Chief Executive	Capacity/nature of interest	Name of company	Number of Shares	Approximate percentage of shareholding
Mr. Wang	Interest in controlled corporation <sup>(1)</sup>	Our Company	[REDACTED]	[REDACTED]
Mr. Li	Interest in controlled corporation <sup>(1)</sup>	Our Company	[REDACTED]	[REDACTED]

Note:

(1) Mr. Wang and Mr. Li jointly hold [REDACTED] of interest of our Company through Brainstorming Cafe. Brainstorming Cafe was owned as to 26.16% by Wang BVI, 61.05% by Cyber Warrior and 12.79% by Li BVI. Wang BVI is 100% wholly-owned by Mr. Wang. Li BVI is 100% wholly-owned by Mr. Li. Cyber Warrior is 100% wholly-owned by Vistra Trust. Vistra Trust is the trustee of the Wang Family Trust which is a discretionary trust established by Mr. Wang as the settlor and protector, and the beneficiary of the Wang Family Trust is Wang BVI. The Wang Family Trust is established for Mr. Wang's estate planning purposes.

Further, on December 13, 2021, Mr. Wang and Mr. Li entered into a concert party agreement, pursuant to which Mr. Wang and Mr. Li confirmed, among other things, that since they became shareholders and/or beneficial owners of Ophyer Technology or any member of our Group, they have been cooperating and are parties acting in concert with respect to the matters of Ophyer Technology, and shall continue to do so until the termination of such concert party agreement, and that they have been and shall continue to give unanimous consent, approval or rejection on any material issues and decision in relation to the business of our Company and the relevant members of our Group. For further details, see the paragraph headed "History, Development and Corporate Structure — Concert Party Agreement" in this document.

## (b) Interests of the substantial shareholders in the Shares

Save as disclosed in the section headed "Substantial Shareholders" in this document, immediately following the completion of the [REDACTED] and the [REDACTED] and without taking into account any Shares which may be issued pursuant to the exercise of the [REDACTED] or the exercise of options which may be granted under the [REDACTED] Share Option Scheme, 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.

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#### (c) Interests of the substantial shareholders of other members of our Group

Save as disclosed in the section headed "History, Development and Corporate Structure" in this document, immediately following the completion of the [REDACTED] assuming non-exercise of [REDACTED], and without taking into account any Shares to be issued upon exercise of options which may be granted under the [REDACTED] Share Option Scheme, our Directors are not aware of any persons (excluding us and not being a Director or chief executive of our Company) who is, directly or indirectly, be interested in 10% or more of the nominal value of the share capital carrying rights to vote in all circumstances at general meetings of any other member of our Group.

#### 2. Particulars of Directors' Service Contracts and Letters of Appointment

Each of Mr. Wang, Mr. Li, Ms. Xu Bing and Mr. Li Yao, being our executive Directors, [has entered] into a service contract with us for an initial term of three years commencing from the **[REDACTED]**, which may be terminated by not less than [three] months' notice in writing served by either the executive Director or our Company.

Each of Mr. Jiang Yi, Mr. Tan Deqing and Ms. Wang Beili, being our independent non-executive Directors, has entered into a letter of appointment with us for an initial term of three years commencing from the [REDACTED], which may be terminated by not less than [three] months' notice in writing served by either the independent non-executive Director or our Company.

Save as disclosed above, none of our Directors has or is proposed to have entered into any service agreement or letter of appointment with any member of our Group (excluding agreements expiring or determinable by any member of our Group within one year without payment of compensation other than statutory compensation).

#### 3. Remuneration of Directors

The aggregate amount of remuneration which was paid to our Directors for the three years ended December 31, 2019, 2020, 2021 and the three months ended March 31, 2022 were approximately RMB1.33 million, RMB1.71 million, RMB2.63 million and RMB0.7 million, respectively.

The aggregate amount of remuneration which were paid by our Group to our five highest paid individual (including both employees and Directors) for the three years ended December 31, 2019, 2020 and 2021 were approximately RMB1.79 million, RMB2.04 million and RMB3.26 million, respectively.

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

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

#### 4. Disclaimers

Save as disclosed in "— C. Further Information about Directors and Substantial Shareholders — 1. Disclosure of Interests" in this Appendix above and the sections headed "Directors and Senior Management" and "Substantial Shareholders" 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 [REDACTED] Issuers once the Shares are [REDACTED];
- (b) none of our Directors is aware of any person (not being a Director or chief executive of our 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 the [REDACTED] and the exercise of options which may be granted under the [REDACTED] Share Option Scheme), 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;
- (c) 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 our Company have any interests in the five largest customers or the five largest suppliers of our Group.

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#### D. SHARE INCENTIVE SCHEME

#### 1. [REDACTED] Share Option Scheme

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

## (a) Purpose

The purpose of the [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 [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 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.

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For the purposes of the [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 [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 [REDACTED] Share Option Scheme and any other share option scheme 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 [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 trading of the Shares commence on the Stock Exchange, such 10% limit represents Shares (the "General Scheme Limit"), but excluding any Shares which may be issued upon the exercise of the [REDACTED].
- (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 [REDACTED] Share Option Scheme and any other share options 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 [REDACTED] Share Option Scheme and any other share option scheme of our Group) previously granted under the [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.

# STATUTORY AND GENERAL INFORMATION

(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 [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.

#### (e) Grant of options to connected persons

(i) Any grant of options under the [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).

# STATUTORY AND GENERAL INFORMATION

- 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 [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 [REDACTED] Share Option Scheme. Unless otherwise 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 [REDACTED] Share Option Scheme for the holding of an option before it can be exercised.

# STATUTORY AND GENERAL INFORMATION

#### (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 [REDACTED] Share Option Scheme can be exercised.

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

The subscription price per Share under the [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, which must be a business day; (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 trading of the Shares first commences on the Stock Exchange, the new issue price 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 therefor 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 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.

# STATUTORY AND GENERAL INFORMATION

(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 Listed Issuers prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by our Company.

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

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

# STATUTORY AND GENERAL INFORMATION

#### (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, 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.

#### STATUTORY AND GENERAL INFORMATION

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 [REDACTED], 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 [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 [REDACTED], 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).

# STATUTORY AND GENERAL INFORMATION

#### (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 [REDACTED] Share Option Scheme (excluding the cancelled options) and in compliance with the terms of the [REDACTED] Share Option Scheme.

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

Our Company may by ordinary resolution in a general meeting at any time resolve to terminate the [REDACTED] Share Option Scheme prior to the expiry of the [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 [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 [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 [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 [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;

# STATUTORY AND GENERAL INFORMATION

- (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 [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 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;
- (v) 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;
- (vi) 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
- (vii) 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) Value of options

Our Directors consider it inappropriate to disclose the value of options which may be granted under the [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.

#### (w) Grant of options

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

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

#### E. OTHER INFORMATION

#### 1. Tax and other indemnities

Mr. Wang, Mr. Li, Wang BVI, Li BVI and Brainstorming Cafe [have entered] into the Deed of Indemnity in favour of our Company. Under the Deed of Indemnity, Mr. Wang, Mr. Li, Wang BVI, Li BVI and Brainstorming Cafe will jointly and severally indemnify and keep indemnified our Company (for itself and the other members of our Group) against, among other things, taxation resulting from income, profits or gains earned, accrued or received on or before the [REDACTED] and any action, claims, demands, proceedings, costs and expenses, losses and liabilities which made be made, suffered or incurred by any member of our Group in respect of or arising from or in connection with the non-compliance incident(s) of our Group in relation to housing provident fund contributions and property defects as specified in the paragraphs headed "Business — Employees" and "Business — Property" in this document.

#### 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.

#### 3. Preliminary expenses

Our Company's preliminary expenses relating to the incorporation of our Company are approximately RMB25,000 and have been paid by our Company.

# 4. Promoter

Our Company has no promoter for the purpose of the Listing Rules. 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.

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# 5. Application for [REDACTED]

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

# 6. No Material Adverse Change

Our Directors confirm that there has been no material adverse change in the financial or trading position of our Group since December 31, 2021 (being the date to which the latest audited financial statements of our Group were made up) up to the date of this document.

# 7. Agency Fees and Commissions Received

The [REDACTED] will receive an [REDACTED] as referred to in the paragraph headed "[REDACTED] — [REDACTED] Arrangements and Expenses — The [REDACTED] — [REDACTED] and Expenses" in this document.

#### 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
Shenwan Hongyuan Capital (H.K.) Limited	Licensed corporation under the SFO for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities as defined under the SFO
Deloitte Touche Tohmatsu	Certified public accountants and registered public interest entity auditor
Hylands Law Firm	Legal advisors to our Company as to PRC law
Ogier	Legal advisors to our Company as to Cayman Islands law
Shanghai iResearch Co., Ltd.	Industry research consultant

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#### 9. Consents

Each of the experts referred to in the paragraph headed "7. Qualifications of Experts" above in this appendix 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. Sole Sponsor

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

The Sole Sponsor's fees payable by us in respect of the Sole Sponsor's services as sponsor for the **[REDACTED]** are HK\$2.1 million.

#### 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.

#### 12. Taxation of Holders of Our Shares

#### (a) Hong Kong

Dealings 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 0.1% 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 dealings 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.

# STATUTORY AND GENERAL INFORMATION

#### (b) 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.

## (c) 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, and dealing in our Shares (or exercising rights attached to them). None of us, the Sole Sponsor, 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.

#### 13. Miscellaneous

Save as otherwise disclosed in this document:

- (i) none of our Directors or experts referred to in the section 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 the two years immediately preceding the date of this document been acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (ii) none of our Directors or experts referred to in the section 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;
- (iii) save for the [REDACTED], none of the experts referred to under the section headed "— E. Other Information 8. Qualifications of Experts" of this appendix has any shareholding in any member of our Group or the right (whether legally enforceable or not) to [REDACTED] for or to nominate persons to [REDACTED] for securities in any member of our Group;

# STATUTORY AND GENERAL INFORMATION

- (iv) within the two years preceding the date of this document, no share or loan capital of our Company or of any of our subsidiaries has been issued, agreed to be issued or is proposed to be issued fully or partly paid either for cash or for a consideration other than cash;
- (v) 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 our Group;
- (vi) within the two years preceding the date of this document, no [REDACTED] has been paid or is payable (except [REDACTED] to sub-[REDACTED]) for subscribing or agreeing to [REDACTED], or procuring or agreeing to procure the [REDACTED], for any Shares in our Company;
- (vii) neither our Company nor any of our subsidiaries have issued or agreed to issue any founder shares, management shares or deferred shares;
- (viii) our Company has no outstanding convertible debt securities or debentures;
- (ix) no capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
- (x) there is no arrangement under which future dividends are waived or agreed to be waived;
- (xi) there has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this document; and
- (xii) no member of our Group is presently [REDACTED] on any stock exchange or traded on any trading system, and no [REDACTED] or permission to deal is being or proposed to be sought.

#### 14. 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 Documents from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong.