

A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation of Our Company

Our Company was incorporated in the Cayman Islands under the Cayman Companies Act as an exempted company with limited liability on June 10, 2021. Our registered office is at PO Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands. Accordingly, our Company’s corporate structure and Articles of Association are subject to the relevant laws of the Cayman Islands. For details of our Article of Association, see “Summary of the Constitution of the Company and Cayman Islands Company Law—2. Articles of Association” in Appendix IV to this document.

Our registered place of business in Hong Kong is 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wanchai, Hong Kong. We were registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on April 7, 2022 with the Registrar of Companies in Hong Kong. Mr. CHUNG Ming Fai has been appointed as the authorized representative of our Company for the acceptance of service of process in Hong Kong. The address for service of process is 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wanchai, Hong Kong.

Our Company’s head office is located at Room 150, Building 119, No. 27 West Dawang Road, Chaoyang District, Beijing, PRC.

2. Changes in the Share Capital

As of the date of incorporation of our Company, our authorized share capital was US\$50,000, divided into 500,000,000 Shares with a par value of US\$0.0001.

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

For subsequent changes in our Company’s share capital, see “—3. Resolutions of our Shareholders” below.

3. Resolutions of our Shareholders

Pursuant to the written resolutions passed unanimously by our Shareholders on [●], it was resolved, among others:

- (a) the Memorandum and the Articles were approved and adopted and will come into effect upon [REDACTED];
- (b) the authorized share capital of our Company be increased from US\$50,000 divided in 500,000,000 shares with a par value of US\$0.0001 each to US\$200,000 divided into 2,000,000,000 shares with a par value of US\$0.0001 each, by the creation of additional 1,500,000,000 Shares, each ranking *pari passu* in all respects with the Shares in issue as of the date of passing of these resolutions (the “**Increase of Authorized Share Capital**”) so that following the Increase of Authorized Share Capital, the authorized share capital of the Company is US\$200,000 divided into (i) 1,961,510,865 Shares with a par value of US\$0.0001 each, (ii) 16,500,135 Series A-1 Preferred Shares with a par value of US\$0.0001 each, (iii) 5,489,000 Series A-2 Preferred Shares with a par value of US\$0.0001 each, and (iv) 16,500,000 Series A-3 Preferred Shares with a par value of US\$0.0001 each;

- (c) conditional upon all the conditions set out in “Structure of the [REDACTED]— Conditions of the [REDACTED]” in this document being fulfilled or waived, immediately following the Increase of the Authorized Share Capital and prior to the completion of the [REDACTED], each of the authorized and issued Preferred Shares be and is hereby converted into Share of a par value of US\$0.0001 each on an one-to-one basis by redesignation and reclassification (the “**Reclassification and Redesignation**”), such that after the Reclassification and Redesignation, the authorized share capital of the Company shall become US\$200,000 divided into 2,000,000,000 Shares with a par value of US\$0.0001 each;
- (d) conditional upon all the conditions set out in “Structure of the [REDACTED] — Conditions of the [REDACTED]” in this document being fulfilled or waived:
- (i) the [REDACTED] was approved;
 - (ii) the Board (or any committee thereof established by the Board) was authorized to allot and issue the [REDACTED] pursuant to the [REDACTED];
 - (iii) the grant of the [REDACTED] and the allotment and issue of such number of Shares pursuant to the exercise of the [REDACTED] were approved;
 - (iv) the Board (or any committee thereof established by the Board) was authorized to agree to the price per [REDACTED] with the [REDACTED];
 - (v) subject to the “lock-up” provisions under Rule 10.08 of the Listing Rules, a general unconditional mandate was given to our Directors to exercise all the powers of our Company to allot, issue and deal with, and to make or grant offers or agreements or options which might require Shares to be allotted, issued or dealt with, otherwise than pursuant to a right issue or pursuant to the exercise of any subscription rights attaching to any warrants or any option scheme or similar arrangement which may be allotted and issued by our Company from time to time on a specific authority granted by the Shareholders in general meeting or, pursuant to the allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles, Shares not exceed 20% of the number of the Shares in issue immediately following completion of the [REDACTED], such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required to be held by the Articles or any applicable laws, or until revoked or varied by an ordinary resolution of Shareholders in general meeting, whichever occurs first;
 - (vi) a general unconditional mandate was given to our Directors to exercise all the powers of our Company to repurchase its own Shares on the Stock Exchange or on any other approved stock exchange on which the securities of our Company may be [REDACTED] and which is recognized by the SFC and the Stock Exchange for this purpose, such number of Shares will represent up to 10% of the number of the Shares in issue immediately following the completion of the [REDACTED] (but excluding Shares which may be allotted and issued upon the exercise of the [REDACTED]), such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required to be held by the Articles or any applicable laws, or until revoked or varied by an ordinary resolution of Shareholders in general meeting, whichever occurs first; and

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- (vii) the general mandate mentioned in paragraph (v) above be extended by the addition to the number of the Shares which may be allotted, or agreed conditionally or unconditionally to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the number of Shares repurchased by the Company pursuant to the mandate to purchase shares referred to in paragraph (vi) above;
- (e) upon the re-designation and re-classification of the share capital of our Company referred to in paragraph (c) above and conditional on the share premium account of our Company having sufficient balance, or otherwise being credited as a result of the issue of the [REDACTED] pursuant to the [REDACTED], our Company will, on the [REDACTED] allot and issue a total of [REDACTED] Shares credited as fully paid at par to the Shareholders whose names appear on the register of members of our Company at the close of business on the business day preceding the [REDACTED] in proportion to their then existing shareholdings in our Company by [REDACTED] the relevant sum standing to the credit of the share premium account of our Company. The Shares allotted and issued pursuant to the above [REDACTED] will rank *pari passu* in all respects with the existing issued Shares.

4. Changes in the Capital of our Subsidiaries

Our subsidiaries during the Track Record Period are referred to in the Accountant’s Report set out in Appendix I to this document. The following alterations in the share or registered capital of our subsidiaries have taken place within two years immediately preceding the date of this document.

Yuehua Korea

On February 12, 2020, the registered capital of Yuehua Korea increased from KRW 100,000,000 to KRW 2,600,000,000 and further increase to KRW 5,875,000,000 on August 31, 2020.

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

5. Repurchases of our Own Securities

(a) Provisions of the Listing Rules

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

(i) Shareholders’ approval

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

Pursuant to a resolution of our Company passed at an extraordinary general meeting of our Company held on [●], a general unconditional mandate (the “**Repurchase Mandate**”) was

given to the Directors authorizing any repurchase by our Company of Shares on the [REDACTED] or on any other [REDACTED] on which the securities may be [REDACTED] and which is recognized by the SFC and the Stock Exchange for this purpose, of not more than 10% of the number of Shares in issue immediately following the completion of the [REDACTED] until the conclusion of our next annual general meeting, or the date by which our next annual general meeting is required by the Articles of Association or any applicable law to be held, or the passing of an ordinary resolution by the Shareholders revoking or varying the authority given to the Directors, whichever occurs first.

(ii) Source of funds

Repurchases must be funded out of funds legally available for the purpose in accordance with our Articles and the applicable laws of the Cayman Islands. A [REDACTED] 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.

(iii) Trading restrictions

The total number of Shares which our Company may repurchase is up to 10% of the total number of our Shares in issue immediately after the completion of the [REDACTED]. Our Company may not issue or announce a proposed issue of Shares for a period of 30 days immediately following a repurchase of Shares without the prior approval of the Stock Exchange. Our Company is also prohibited from repurchasing Shares on the Stock Exchange if the repurchase would result in the number of [REDACTED] Shares which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange. Our Company is required to procure that the broker appointed by our Company to effect a repurchase of Shares discloses to the Stock Exchange such information with respect to the repurchase as the Stock Exchange may require. As required by the prevailing requirements of the Listing Rules, an issuer shall not purchase its shares on the Stock Exchange if the purchase price is higher by 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.

(iv) Status of repurchased Shares

All repurchased Shares (whether effected on the Stock Exchange or otherwise) will be automatically [REDACTED] and the certificates for those Shares must be canceled and destroyed.

(v) Suspension of repurchase

Pursuant to the Listing Rules, our Company may not make any repurchases of Shares after inside information has come to its knowledge until the information is made publicly available. In particular, under the requirements of the Listing Rules in force as of the date hereof, 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 our 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 our Company to publish an announcement of our Company's 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 in each case ending on the date of the results announcement, our Company may not repurchase Shares on the Stock Exchange unless the circumstances are exceptional.

(vi) Procedural and reporting requirements

As required by the Listing Rules, 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 Stock Exchange business day following any day on which our Company may make a purchase of Shares. The report must state the total number of Shares purchased the previous day, the purchase price per Share or the highest and lowest prices paid for such purchases. In addition, our Company's annual report is required to disclose details regarding repurchases of Shares made during the year, including a monthly analysis of the number of shares repurchased, the purchase price per Share or the highest and lowest price paid for all such purchases, where relevant, and the aggregate prices paid.

(vii) Connected parties

A company is prohibited from knowingly repurchasing securities on the Stock Exchange from a core connected person (as defined in the Listing Rules) and a core connected person shall not knowingly sell its securities to the company on the Stock Exchange.

(b) Reasons for repurchases

The Directors believe that it is in the best interests of our Company and Shareholders for the Directors to have general authority from the Shareholders to enable the Directors 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 the Directors believe that such repurchases will benefit our Company and our Shareholders.

(c) Funding of repurchases

In repurchasing securities, our Company may only apply funds legally available for such purpose in accordance with the Articles, the Listing Rules and the applicable laws and regulations of the Cayman Islands.

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

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately following the completion of the [REDACTED], could accordingly result in [REDACTED] Shares being repurchased by our Company during the period prior to the earliest occurrence of (1) the conclusion of the next annual general meeting of our Company;
(2) the

expiration of the period within which the next annual general meeting of our Company is required by the Articles or any applicable laws of Hong Kong to be held; or (3) the revocation or variation of the purchase mandate by an ordinary resolution of the Shareholders in general meeting (the “**Relevant Period**”).

(d) General

None of the Directors or, to the best of their knowledge having made all reasonable enquiries, any of their close associates currently intends to sell any Shares to our Company.

The Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws and regulations of Hong Kong. Our Company have not repurchased any Shares since our incorporation.

If, as a result of any repurchase of Shares, a Shareholder’s proportionate interest in the voting rights of our Company is increased, such increase will be treated as an acquisition for the purposes of the Hong Kong Code on Takeovers and Mergers (the “**Takeovers Code**”). Accordingly, a shareholder or a group of shareholders acting in concert could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, the 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. Any repurchase of Shares which results in the number of Shares held by the public being reduced to less than 25% of our Shares then in issue could only be implemented with the approval of the Stock Exchange to waive the Listing Rules requirements regarding the public shareholding referred to above. It is believed that a waiver of this provision would not normally be given other than in exceptional circumstances.

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

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contracts

We have entered into the following contract (not being contracts entered into in the ordinary course of business) within the two years preceding the date of this document that is or may be material:

- (a) the [REDACTED].














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2. Intellectual Property Rights of our Group




























(a) Trademarks

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

No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(1)	TPST	PRC	63972234	Yuehua Limited	16	2022.10.07	2032.10.06
(2)	TPST	PRC	63973890	Yuehua Limited	14	2022.10.14	2032.10.13
(3)		PRC	63612931	Yuehua Limited	28	2022.10.14	2032.10.13
(4)		PRC	63623720	Yuehua Limited	35	2022.10.14	2032.10.13
(5)		PRC	63612845	Yuehua Limited	16	2022.10.14	2032.10.13
(6)		PRC	63619029	Yuehua Limited	25	2022.10.14	2032.10.13
(7)		PRC	63627090	Yuehua Limited	41	2022.10.21	2032.10.20
(8)		PRC	63623666	Yuehua Limited	14	2022.10.14	2032.10.13
(9)		PRC	63619436	Yuehua Limited	3	2022.10.21	2032.10.20
(10)		PRC	63612795	Yuehua Limited	9	2022.10.14	2032.10.13
(11)		PRC	63633539	Yuehua Limited	18	2022.10.21	2032.10.20
(12)	YH Family Space 乐华家族空间	PRC	63028014	Yuehua Limited	18	2022.09.07	2032.09.06
(13)	YH Family Space 乐华家族空间	PRC	63023608	Yuehua Limited	43	2022.08.21	2032.08.20
(14)	YH Family Space 乐华家族空间	PRC	63032960	Yuehua Limited	21	2022.10.28	2032.10.27
(15)	YH Family Space 乐华家族空间	PRC	63033204	Yuehua Limited	42	2022.08.21	2032.08.20
(16)	YH Family Space 乐华家族空间	PRC	63014760	Yuehua Limited	32	2022.10.28	2032.10.27
(17)	YH Family Space 乐华家族空间	PRC	63032878	Yuehua Limited	16	2022.09.07	2032.09.06
(18)	YH Family Space 乐华家族空间	PRC	63024976	Yuehua Limited	35	2022.10.21	2032.10.20
(19)	YH Family Space 乐华家族空间	PRC	63025004	Yuehua Limited	44	2022.10.21	2032.10.20
(20)	YH Family Space 乐华家族空间	PRC	63023101	Yuehua Limited	38	2022.09.07	2032.09.06
(21)	YH Family Space 乐华家族空间	PRC	63037920	Yuehua Limited	30	2022.10.28	2032.10.27
(22)	YH Family Space 乐华家族空间	PRC	63037844	Yuehua Limited	3	2022.08.21	2032.08.20
(23)	YH Family Space 乐华家族空间	PRC	63023054	Yuehua Limited	14	2022.08.28	2032.08.27
(24)	YH Family Space 乐华家族空间	PRC	63033121	Yuehua Limited	39	2022.10.28	2032.10.27
(25)	YH Family Space 乐华家族空间	PRC	63017535	Yuehua Limited	41	2022.08.28	2032.08.27
(26)		PRC	62419257	Yuehua Limited	9	2022.10.07	2032.10.06
(27)	 CHENG XIAO	PRC	51923377	Yuehua Limited	9	2022.09.28	2032.09.27
(28)	 CHENG XIAO	PRC	51931109	Yuehua Limited	16	2022.08.21	2032.08.20
(29)		PRC	51944404	Yuehua Limited	9	2022.08.21	2032.08.20























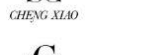






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No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(30)		PRC	51920310	Yuehua Limited	35	2022.08.21	2032.08.20
(31)		PRC	62408269	Yuehua Limited	16	2022.07.28	2032.07.27
(32)		PRC	61804096	Yuehua Limited	3	2022.06.28	2032.06.27
(33)		PRC	60720167	Yuehua Limited	24	2022.07.21	2032.07.20
(34)		PRC	51952912	Yuehua Limited	3	2022.07.14	2032.07.13
(35)		PRC	50844823	Yuehua Limited	16	2022.07.07	2032.07.06
(36)		PRC	49881509	Yuehua Limited	9	2022.05.07	2032.05.06
(37)		PRC	49851530	Yuehua Limited	18	2022.05.21	2032.05.20
(38)		PRC	49852857	Yuehua Limited	3	2022.06.07	2032.06.06
(39)		PRC	60723567	Yuehua Limited	16	2022.05.14	2023.05.13
(40)		PRC	60716226	Yuehua Limited	30	2022.05.14	2023.05.13
(41)		PRC	60714978	Yuehua Limited	41	2022.05.14	2023.05.13
(42)		PRC	60720219	Yuehua Limited	28	2022.05.14	2023.05.13
(43)		PRC	50824064	Yuehua Limited	3	2022.02.07	2032.02.06
(44)		PRC	58677805	Yuehua Limited	18	2022.02.14	2032.02.13
(45)		PRC	58685549	Yuehua Limited	3	2022.02.14	2032.02.13
(46)		PRC	58675515	Yuehua Limited	28	2022.02.14	2032.02.13
(47)		PRC	58701146	Yuehua Limited	41	2022.02.14	2032.02.13
(48)		PRC	58689773	Yuehua Limited	9	2022.02.14	2032.02.13
(49)		PRC	58701018	Yuehua Limited	24	2022.02.14	2032.02.13
(50)		PRC	58674871	Yuehua Limited	29	2022.02.14	2032.02.13
(51)		PRC	58669209	Yuehua Limited	14	2022.02.14	2032.02.13
(52)		PRC	58693781	Yuehua Limited	32	2022.02.14	2032.02.13
(53)		PRC	58698395	Yuehua Limited	20	2022.02.14	2032.02.13
(54)		PRC	58681200	Yuehua Limited	25	2022.02.14	2032.02.13
(55)		PRC	58683029	Yuehua Limited	35	2022.02.14	2032.02.13
(56)		PRC	58675548	Yuehua Limited	30	2022.02.14	2032.02.13










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(57)		PRC	58698365	Yuehua Limited	16	2022.02.14	2032.02.13
(58)		PRC	57008939	Yuehua Limited	35	2021.12.21	2031.12.20
(59)		PRC	54417202	Yuehua Limited	20	2021.10.14	2031.10.13
(60)		PRC	54413620	Yuehua Limited	35	2021.10.14	2031.10.13
(61)		PRC	54427973	Yuehua Limited	24	2021.10.14	2031.10.13
(62)		PRC	54430738	Yuehua Limited	41	2021.11.07	2031.11.06
(63)		PRC	54417176	Yuehua Limited	18	2021.12.21	2031.12.20
(64)		PRC	54439252	Yuehua Limited	14	2021.10.14	2031.10.13
(65)		PRC	54430590	Yuehua Limited	3	2021.12.28	2031.12.27
(66)		PRC	54423210	Yuehua Limited	32	2021.10.14	2031.10.13
(67)		PRC	54415778	Yuehua Limited	16	2021.10.28	2031.10.27
(68)		PRC	54420818	Yuehua Limited	9	2021.12.21	2031.12.20
(69)		PRC	54439321	Yuehua Limited	28	2021.10.14	2031.10.13
(70)		PRC	54436685	Yuehua Limited	29	2021.12.28	2031.12.27
(71)		PRC	54416464	Yuehua Limited	30	2021.10.14	2031.10.13
(72)		PRC	51946379	Yuehua Limited	20	2021.08.14	2031.08.13
(73)		PRC	51952045	Yuehua Limited	3	2021.08.14	2031.08.13
(74)		PRC	51940567	Yuehua Limited	32	2021.08.14	2031.08.13
(75)		PRC	51940532	Yuehua Limited	25	2021.07.28	2031.07.27
(76)		PRC	51936549	Yuehua Limited	29	2021.08.14	2031.08.13
(77)		PRC	51948123	Yuehua Limited	24	2021.08.14	2031.08.13
(78)		PRC	51921820	Yuehua Limited	41	2021.07.28	2031.07.27
(79)		PRC	51936167	Yuehua Limited	18	2021.07.28	2031.07.27
(80)		PRC	51929741	Yuehua Limited	28	2021.08.21	2031.08.20
(81)		PRC	51924905	Yuehua Limited	14	2021.08.14	2031.08.13
(82)		PRC	51946305	Yuehua Limited	16	2021.08.14	2031.08.13
(83)		PRC	51952808	Yuehua Limited	30	2021.08.14	2031.08.13
(84)		PRC	51933922	Yuehua Limited	20	2021.12.21	2031.12.20
(85)		PRC	51921834	Yuehua Limited	41	2021.08.14	2031.08.13
(86)		PRC	51940576	Yuehua Limited	32	2021.09.07	2031.09.06
























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(87)	 GHENG XIAO	PRC	51947052	Yuehua Limited	14	2021.08.28	2031.08.27
(88)	 GHENG XIAO	PRC	51918943	Yuehua Limited	30	2021.08.21	2031.08.20
(89)	 GHENG XIAO	PRC	51946592	Yuehua Limited	28	2021.09.07	2031.09.06
(90)	 GHENG XIAO	PRC	51943519	Yuehua Limited	29	2021.09.14	2031.09.13
(91)	一波王炸	PRC	52101535	Yuehua Limited	15	2021.08.14	2031.08.13
(92)	一波王炸	PRC	50932455	Yuehua Limited	24	2021.08.28	2031.08.27
(93)	一波王炸	PRC	50932451	Yuehua Limited	30	2021.11.28	2031.11.27
(94)	一波王炸	PRC	50932461	Yuehua Limited	12	2021.08.28	2031.08.27
(95)	一波王炸	PRC	50932462	Yuehua Limited	9	2021.10.21	2031.10.20
(96)	一波王炸	PRC	50932457	Yuehua Limited	20	2021.08.07	2031.08.06
(97)	一波王炸	PRC	50932459	Yuehua Limited	16	2021.07.28	2031.07.27
(98)	一波王炸	PRC	50932449	Yuehua Limited	35	2021.10.07	2031.10.06
(99)	一波王炸	PRC	50932448	Yuehua Limited	41	2021.10.28	2031.10.27
(100)	一波王炸	PRC	50932450	Yuehua Limited	32	2021.08.21	2031.08.20
(101)	一波王炸	PRC	50932544	Yuehua Limited	3	2021.10.07	2031.10.06
(102)	一波王炸	PRC	50932460	Yuehua Limited	14	2021.11.28	2031.11.27
(103)	一波王炸	PRC	50932453	Yuehua Limited	28	2021.10.07	2031.10.06
(104)	一波王炸	PRC	50932458	Yuehua Limited	18	2021.08.21	2031.08.20
(105)	一波王炸	PRC	50932456	Yuehua Limited	21	2021.08.21	2031.08.20
(106)	一波王炸	PRC	50932452	Yuehua Limited	29	2021.10.07	2031.10.06
(107)		PRC	50839965	Yuehua Limited	20	2021.07.21	2031.07.20
(108)		PRC	50818043	Yuehua Limited	28	2021.10.07	2031.10.06
(109)		PRC	50844142	Yuehua Limited	30	2021.10.07	2031.10.06
(110)		PRC	50817745	Yuehua Limited	14	2021.07.14	2031.07.13
(111)		PRC	50824084	Yuehua Limited	41	2021.09.14	2031.09.13

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(112)		PRC	50817635	Yuehua Limited	9	2021.09.14	2031.09.13
(113)		PRC	49858618	Yuehua Limited	24	2021.05.07	2031.05.06
(114)		PRC	49863098	Yuehua Limited	32	2021.08.21	2031.08.20
(115)		PRC	49879271	Yuehua Limited	41	2021.06.21	2031.06.20
(116)		PRC	49861685	Yuehua Limited	20	2021.07.14	2031.07.13
(117)		PRC	49873647	Yuehua Limited	28	2021.06.28	2031.06.27
(118)		PRC	49881523	Yuehua Limited	14	2021.06.28	2031.06.27
(119)		PRC	49881542	Yuehua Limited	16	2021.10.07	2031.10.06
(120)		PRC	49883286	Yuehua Limited	30	2021.09.07	2031.09.06
(121)		PRC	49486727	Yuehua Limited	25	2021.05.28	2031.05.27
(122)		PRC	49481216	Yuehua Limited	3	2021.05.28	2031.05.27
(123)		PRC	49481273	Yuehua Limited	14	2021.06.07	2031.06.06
(124)		PRC	49506974	Yuehua Limited	24	2021.06.07	2031.06.06
(125)		PRC	49508845	Yuehua Limited	35	2021.05.28	2031.05.27
(126)		PRC	49510093	Yuehua Limited	9	2021.06.07	2031.06.06
(127)		PRC	49506941	Yuehua Limited	20	2021.06.14	2031.06.13
(128)		PRC	49481382	Yuehua Limited	29	2021.06.07	2031.06.06
(129)		PRC	49504654	Yuehua Limited	41	2021.05.28	2031.05.27
(130)		PRC	49502163	Yuehua Limited	18	2021.06.07	2031.06.06
(131)		PRC	49492667	Yuehua Limited	30	2021.06.07	2031.06.06
(132)		PRC	49496768	Yuehua Limited	16	2021.06.07	2031.06.06
(133)		PRC	49490304	Yuehua Limited	28	2021.05.28	2031.05.27
(134)		PRC	49512591	Yuehua Limited	32	2021.06.07	2031.06.06




















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No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(135)		PRC	49510071	Yuehua Limited	3	2021.05.28	2031.05.27
(136)		PRC	49481251	Yuehua Limited	9	2021.05.28	2031.05.27
(137)		PRC	49498472	Yuehua Limited	30	2021.05.28	2031.05.27
(138)		PRC	49498687	Yuehua Limited	35	2021.06.14	2031.06.13
(139)		PRC	49502534	Yuehua Limited	24	2021.05.28	2031.05.27
(140)		PRC	49502141	Yuehua Limited	16	2021.06.07	2031.06.06
(141)		PRC	49507702	Yuehua Limited	28	2021.06.07	2031.06.06
(142)		PRC	49513903	Yuehua Limited	14	2021.06.07	2031.06.06
(143)		PRC	49498714	Yuehua Limited	41	2021.05.28	2031.05.27
(144)		PRC	49503747	Yuehua Limited	32	2021.06.07	2031.06.06
(145)		PRC	49506948	Yuehua Limited	20	2021.06.07	2031.06.06
(146)		PRC	49507069	Yuehua Limited	29	2021.06.07	2031.06.06
(147)		PRC	49488398	Yuehua Limited	18	2021.06.07	2031.06.06
(148)		PRC	49507020	Yuehua Limited	25	2021.06.07	2031.06.06
(149)		PRC	49512443	Yuehua Limited	20	2021.06.07	2031.06.06
(150)		PRC	49507719	Yuehua Limited	29	2021.05.28	2031.05.27
(151)		PRC	49513844	Yuehua Limited	3	2021.05.28	2031.05.27
(152)		PRC	49492615	Yuehua Limited	16	2021.05.28	2031.05.27
(153)		PRC	49505430	Yuehua Limited	18	2021.06.07	2031.06.06
(154)		PRC	49508876	Yuehua Limited	41	2021.05.28	2031.05.27


















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No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(155)		PRC	49481276	Yuehua Limited	14	2021.06.07	2031.06.06
(156)		PRC	49508848	Yuehua Limited	35	2021.06.07	2031.06.06
(157)		PRC	49506929	Yuehua Limited	9	2021.06.07	2031.06.06
(158)		PRC	49498431	Yuehua Limited	28	2021.06.07	2031.06.06
(159)		PRC	49508057	Yuehua Limited	32	2021.06.07	2031.06.06
(160)		PRC	49491911	Yuehua Limited	24	2021.06.14	2031.06.13
(161)		PRC	49502560	Yuehua Limited	25	2021.06.07	2031.06.06
(162)		PRC	49498470	Yuehua Limited	30	2021.06.07	2031.06.06
(163)		PRC	47733477	Yuehua Limited	9	2021.02.14	2031.02.13
(164)		PRC	47724021	Yuehua Limited	30	2021.02.21	2031.02.20
(165)		PRC	47723885	Yuehua Limited	24	2021.02.14	2031.02.13
(166)		PRC	47723373	Yuehua Limited	21	2021.02.14	2031.02.13
(167)		PRC	47723297	Yuehua Limited	12	2021.02.14	2031.02.13
(168)		PRC	47722111	Yuehua Limited	41	2021.02.14	2031.02.13
(169)		PRC	47719122	Yuehua Limited	3	2021.02.14	2031.02.13
(170)		PRC	47718835	Yuehua Limited	18	2021.02.14	2031.02.13
(171)		PRC	47714188	Yuehua Limited	28	2021.02.21	2031.02.20
(172)		PRC	47714134	Yuehua Limited	20	2021.02.14	2031.02.13
(173)		PRC	47713552	Yuehua Limited	14	2021.02.14	2031.02.13





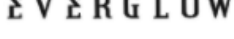
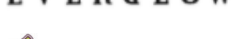






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<u>No.</u>	<u>Trademark</u>	<u>Place of Registration</u>	<u>Registration No.</u>	<u>Registered Owner</u>	<u>Class</u>	<u>Registration Date</u>	<u>Expiry Date</u>
(174)		PRC	47708813	Yuehua Limited	16	2021.02.14	2031.02.13
(175)		PRC	47705011	Yuehua Limited	35	2021.02.14	2031.02.13
(176)		PRC	47703716	Yuehua Limited	7	2021.02.14	2031.02.13
(177)		PRC	47703269	Yuehua Limited	32	2021.02.14	2031.02.13
(178)		PRC	47703249	Yuehua Limited	29	2021.02.14	2031.02.13
(179)		PRC	47703225	Yuehua Limited	25	2021.02.14	2031.02.13
(180)	 EVERGLOW	PRC	36352783	Yuehua Limited	3	2020.01.07	2030.01.06
(181)	 EVERGLOW	PRC	36351359	Yuehua Limited	14	2019.10.21	2029.10.20
(182)	 EVERGLOW	PRC	36349945	Yuehua Limited	18	2019.10.21	2029.10.20
(183)	 EVERGLOW	PRC	36349938	Yuehua Limited	41	2019.10.21	2029.10.20
(184)	 EVERGLOW	PRC	36349805	Yuehua Limited	45	2019.10.21	2029.10.20
(185)	 EVERGLOW	PRC	36349676	Yuehua Limited	25	2020.06.21	2030.06.20
(186)	 EVERGLOW	PRC	36348108	Yuehua Limited	28	2020.02.28	2030.02.27
(187)	 EVERGLOW	PRC	36348027	Yuehua Limited	9	2021.01.14	2031.01.13
(188)	 EVERGLOW	PRC	36346854	Yuehua Limited	38	2019.10.21	2029.10.20
(189)	 EVERGLOW	PRC	36346760	Yuehua Limited	16	2019.10.21	2029.10.20
(190)	 EVERGLOW	PRC	36354470	Yuehua Limited	36	2019.10.21	2029.10.20
(191)	EVERGLOW	PRC	36354436	Yuehua Limited	28	2020.02.28	2030.02.27
(192)	EVERGLOW	PRC	36354373	Yuehua Limited	14	2019.10.21	2029.10.20





















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(193)		PRC	36352845	Yuehua Limited	25	2020.06.21	2030.06.20
(194)		PRC	36356800	Yuehua Limited	41	2019.10.21	2029.10.20
(195)		PRC	36352784	Yuehua Limited	3	2020.01.28	2030.01.27
(196)		PRC	36351757	Yuehua Limited	38	2019.11.14	2029.11.13
(197)		PRC	36351752	Yuehua Limited	36	2019.10.21	2029.10.20
(198)		PRC	36349669	Yuehua Limited	18	2019.11.14	2029.11.13
(199)		PRC	36346874	Yuehua Limited	45	2019.10.21	2029.10.20
(200)		PRC	36346735	Yuehua Limited	9	2019.10.21	2029.10.20
(201)		PRC	36345276	Yuehua Limited	16	2019.10.21	2029.10.20
(202)		PRC	34739862	Yuehua Limited	25	2019.08.07	2029.08.06
(203)		PRC	34735196	Yuehua Limited	14	2019.08.07	2029.08.06
(204)		PRC	34730868	Yuehua Limited	20	2019.08.07	2029.08.06
(205)		PRC	34729386	Yuehua Limited	16	2019.08.07	2029.08.06
(206)		PRC	34724518	Yuehua Limited	18	2019.08.07	2029.08.06
(207)		PRC	34722550	Yuehua Limited	28	2019.08.07	2029.08.06
(208)		PRC	34722501	Yuehua Limited	3	2019.08.07	2029.08.06
(209)		PRC	34718800	Yuehua Limited	24	2019.08.07	2029.08.06
(210)		PRC	34712379	Yuehua Limited	9	2019.08.07	2029.08.06
(211)		PRC	34739913	Yuehua Limited	35	2019.08.07	2029.08.06
(212)		PRC	34739800	Yuehua Limited	24	2019.08.07	2029.08.06

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<u>No.</u>	<u>Trademark</u>	<u>Place of Registration</u>	<u>Registration No.</u>	<u>Registered Owner</u>	<u>Class</u>	<u>Registration Date</u>	<u>Expiry Date</u>
(213)		PRC	34719160	Yuehua Limited	25	2019.08.07	2029.08.06
(214)		PRC	34739778	Yuehua Limited	20	2019.08.07	2029.08.06
(215)		PRC	34739743	Yuehua Limited	18	2019.08.07	2029.08.06
(216)		PRC	34735364	Yuehua Limited	35	2019.08.07	2029.08.06
(217)		PRC	34735199	Yuehua Limited	14	2019.08.07	2029.08.06
(218)		PRC	34734796	Yuehua Limited	3	2019.08.07	2029.08.06
(219)		PRC	34726703	Yuehua Limited	16	2019.08.07	2029.08.06
(220)		PRC	34726301	Yuehua Limited	9	2019.08.07	2029.08.06
(221)		PRC	34739881	Yuehua Limited	28	2019.08.07	2029.08.06
(222)		PRC	34739795	Yuehua Limited	24	2019.08.07	2029.08.06
(223)		PRC	34725358	Yuehua Limited	28	2019.08.07	2029.08.06
(224)		PRC	34720998	Yuehua Limited	18	2019.08.07	2029.08.06
(225)		PRC	34729331	Yuehua Limited	14	2019.08.07	2029.08.06
(226)		PRC	34719530	Yuehua Limited	16	2019.08.07	2029.08.06
(227)		PRC	34719186	Yuehua Limited	35	2019.08.07	2029.08.06
(228)		PRC	34718766	Yuehua Limited	20	2019.08.07	2029.08.06
(229)		PRC	34718731	Yuehua Limited	9	2019.08.07	2029.08.06
(230)		PRC	34717089	Yuehua Limited	3	2019.08.07	2029.08.06
(231)		PRC	34739815	Yuehua Limited	25	2019.08.07	2029.08.06
(232)		PRC	34734860	Yuehua Limited	9	2019.08.07	2029.08.06



















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<u>No.</u>	<u>Trademark</u>	<u>Place of Registration</u>	<u>Registration No.</u>	<u>Registered Owner</u>	<u>Class</u>	<u>Registration Date</u>	<u>Expiry Date</u>
(233)		PRC	34732143	Yuehua Limited	18	2019.08.07	2029.08.06
(234)		PRC	34725643	Yuehua Limited	3	2019.08.07	2029.08.06
(235)		PRC	34725376	Yuehua Limited	35	2019.08.07	2029.08.06
(236)		PRC	34730675	Yuehua Limited	28	2019.08.07	2029.08.06
(237)		PRC	34725324	Yuehua Limited	25	2019.08.07	2029.08.06
(238)		PRC	34723775	Yuehua Limited	16	2019.08.07	2029.08.06
(239)		PRC	34722130	Yuehua Limited	20	2019.08.07	2029.08.06
(240)		PRC	34721328	Yuehua Limited	14	2019.08.07	2029.08.06
(241)		PRC	34739798	Yuehua Limited	24	2019.08.07	2029.08.06
(242)		PRC	34733777	Yuehua Limited	24	2019.08.07	2029.08.06
(243)		PRC	34726908	Yuehua Limited	3	2019.08.07	2029.08.06
(244)		PRC	34725322	Yuehua Limited	25	2019.08.07	2029.08.06
(245)		PRC	34721326	Yuehua Limited	14	2019.08.07	2029.08.06
(246)		PRC	34724548	Yuehua Limited	20	2019.08.14	2029.08.13
(247)		PRC	34722875	Yuehua Limited	9	2019.08.07	2029.08.06
(248)		PRC	34715600	Yuehua Limited	18	2019.08.07	2029.08.06
(249)		PRC	34722546	Yuehua Limited	28	2019.08.07	2029.08.06
(250)		PRC	34739586	Yuehua Limited	16	2019.08.07	2029.08.06
(251)		PRC	34735362	Yuehua Limited	35	2019.08.07	2029.08.06
(252)		PRC	34718772	Yuehua Limited	20	2019.08.07	2029.08.06

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No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(253)		PRC	34734863	Yuehua Limited	9	2019.08.07	2029.08.06
(254)		PRC	34730830	Yuehua Limited	18	2019.08.07	2029.08.06
(255)		PRC	34729339	Yuehua Limited	14	2019.08.07	2029.08.06
(256)		PRC	34727035	Yuehua Limited	24	2019.08.07	2029.08.06
(257)		PRC	34722498	Yuehua Limited	3	2019.08.07	2029.08.06
(258)		PRC	34722202	Yuehua Limited	25	2019.08.07	2029.08.06
(259)		PRC	34714947	Yuehua Limited	16	2019.08.07	2029.08.06
(260)		PRC	34735330	Yuehua Limited	28	2019.08.07	2029.08.06
(261)		PRC	34735325	Yuehua Limited	28	2019.08.07	2029.08.06
(262)		PRC	34718792	Yuehua Limited	24	2019.08.07	2029.08.06
(263)		PRC	34733747	Yuehua Limited	20	2019.08.07	2029.08.06
(264)		PRC	34732486	Yuehua Limited	16	2019.08.07	2029.08.06
(265)		PRC	34714173	Yuehua Limited	18	2019.08.07	2029.08.06
(266)		PRC	34717170	Yuehua Limited	35	2019.08.07	2029.08.06
(267)		PRC	34729279	Yuehua Limited	9	2019.08.07	2029.08.06
(268)		PRC	34726333	Yuehua Limited	14	2019.08.07	2029.08.06
(269)		PRC	34722478	Yuehua Limited	3	2019.08.07	2029.08.06
(270)		PRC	34722173	Yuehua Limited	25	2019.08.07	2029.08.06
(271)	乐华七子	PRC	31793524	Yuehua Limited	3	2019.03.21	2029.03.20
(272)	乐华七子	PRC	31793523	Yuehua Limited	9	2019.03.21	2029.03.20

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No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(273)	乐华七子	PRC	31793522	Yuehua Limited	14	2019.04.07	2029.04.06
(274)	乐华七子	PRC	31793521	Yuehua Limited	16	2019.03.21	2029.03.20
(275)	乐华七子	PRC	31793520	Yuehua Limited	18	2019.03.21	2029.03.20
(276)	乐华七子	PRC	31793519	Yuehua Limited	20	2019.03.21	2029.03.20
(277)	乐华七子	PRC	31793518	Yuehua Limited	21	2019.03.21	2029.03.20
(278)	乐华七子	PRC	31793517	Yuehua Limited	24	2019.03.21	2029.03.20
(279)	乐华七子	PRC	31793516	Yuehua Limited	25	2019.03.21	2029.03.20
(280)	乐华七子	PRC	31793515	Yuehua Limited	28	2019.03.21	2029.03.20
(281)	乐华七子	PRC	31793514	Yuehua Limited	35	2019.03.21	2029.03.20
(282)	乐华七子	PRC	31793513	Yuehua Limited	41	2019.03.21	2029.03.20
(283)		PRC	31129066	Yuehua Limited	3	2019.04.21	2029.04.20
(284)		PRC	31129065	Yuehua Limited	9	2019.04.21	2029.04.20
(285)		PRC	31129064	Yuehua Limited	14	2019.04.21	2029.04.20
(286)		PRC	31129063	Yuehua Limited	16	2019.04.21	2029.04.20
(287)		PRC	31129062	Yuehua Limited	18	2019.04.21	2029.04.20
(288)		PRC	31129061	Yuehua Limited	20	2019.04.21	2029.04.20
(289)		PRC	31129060	Yuehua Limited	21	2019.04.21	2029.04.20
(290)		PRC	31129058	Yuehua Limited	25	2020.07.14	2030.07.13
(291)		PRC	31129057	Yuehua Limited	28	2019.04.21	2029.04.20
(292)		PRC	36221228	Yuehua Limited	24	2019.09.21	2029.09.20
(293)		PRC	37446262	Yuehua Limited	25	2020.06.07	2030.06.06

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No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(294)		PRC	31129055	Yuehua Limited	41	2019.04.21	2029.04.20
(295)		PRC	31129056	Yuehua Limited	35	2019.04.21	2029.04.20
(296)		PRC	41371597	Yuehua Limited	3	2020.10.07	2030.10.06
(297)		PRC	41261419	Yuehua Limited	9	2021.01.28	2031.01.27
(298)		PRC	37435272	Yuehua Limited	20	2020.07.07	2030.07.06
(299)		PRC	41248127	Yuehua Limited	35	2021.04.28	2031.04.27
(300)		PRC	31129053	Yuehua Limited	20	2020.06.28	2030.06.27
(301)		PRC	31129052	Yuehua Limited	21	2020.06.28	2030.06.27
(302)		PRC	31129050	Yuehua Limited	28	2019.08.28	2029.08.27
(303)		PRC	31129049	Yuehua Limited	35	2020.06.14	2030.06.13
(304)		PRC	29302135	Yuehua Limited	9	2019.03.21	2029.03.20
(305)		PRC	29301930	Yuehua Limited	41	2019.03.21	2029.03.20
(306)		PRC	29301559	Yuehua Limited	16	2019.12.28	2029.12.27
(307)		PRC	29299849	Yuehua Limited	35	2020.03.14	2030.03.13
(308)		PRC	29298313	Yuehua Limited	14	2019.09.28	2029.09.27
(309)		PRC	29298307	Yuehua Limited	3	2020.03.14	2030.03.13
(310)		PRC	29296709	Yuehua Limited	28	2020.03.14	2030.03.13
(311)		PRC	29296706	Yuehua Limited	25	2020.07.28	2030.07.27
(312)	 乐华少年	PRC	26424105	Yuehua Limited	28	2018.09.21	2028.09.20
(313)	 乐华少年	PRC	26421860	Yuehua Limited	14	2018.09.21	2028.09.20

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No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(314)	 乐华少年	PRC	26418674	Yuehua Limited	9	2018.09.21	2028.09.20
(315)	 乐华少年	PRC	26418647	Yuehua Limited	3	2018.09.21	2028.09.20
(316)	 乐华少年	PRC	26412291	Yuehua Limited	18	2019.04.14	2029.04.13
(317)	 乐华少年	PRC	26411049	Yuehua Limited	16	2019.09.07	2029.09.06
(318)	 乐华少年	PRC	26404744	Yuehua Limited	25	2018.09.21	2028.09.20
(319)	 乐华少年	PRC	36268369	Yuehua Limited	16	2020.11.14	2030.11.13
(320)	 乐华少年	PRC	45518147	Yuehua Limited	16	2020.12.07	2030.12.06
(321)	 乐华少年	PRC	36254988	Yuehua Limited	35	2020.07.07	2030.07.06
(322)	 乐华少年	PRC	26404272	Yuehua Limited	41	2019.11.07	2029.11.06
(323)	 YHBOYS	PRC	22745890	Yuehua Limited	28	2018.02.21	2028.02.20
(324)	 YHBOYS	PRC	22745877	Yuehua Limited	41	2018.02.21	2028.02.20
(325)	 YHBOYS	PRC	22745849	Yuehua Limited	35	2018.09.21	2028.09.20
(326)	 YHBOYS	PRC	22745809	Yuehua Limited	25	2018.10.14	2028.10.13
(327)	 YHBOYS	PRC	22745807	Yuehua Limited	16	2018.02.21	2028.02.20
(328)	 YHBOYS	PRC	22745777	Yuehua Limited	9	2018.02.21	2028.02.20
(329)	 YHBOYS	PRC	22745742	Yuehua Limited	18	2018.02.21	2028.02.20
(330)	 YHBOYS	PRC	22745668	Yuehua Limited	14	2018.02.21	2028.02.20
(331)	 YHBOYS	PRC	22745605	Yuehua Limited	3	2018.02.21	2028.02.20
(332)	 宇宙少女 WJBN WJBN	PRC	20006658	Yuehua Limited	28	2017.10.14	2027.10.13
(333)	 宇宙少女 WJBN WJBN	PRC	20006331	Yuehua Limited	18	2017.10.14	2027.10.13
(334)	 宇宙少女 WJBN WJBN	PRC	20006189	Yuehua Limited	25	2018.07.21	2028.07.20

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No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(335)		PRC	20006056	Yuehua Limited	16	2017.07.07	2027.07.06
(336)		PRC	20005938	Yuehua Limited	14	2017.10.14	2027.10.13
(337)		PRC	20005890	Yuehua Limited	9	2017.09.21	2027.09.20
(338)		PRC	20005616	Yuehua Limited	3	2017.07.07	2027.07.06
(339)		PRC	20001425	Yuehua Limited	25	2018.07.21	2028.07.20
(340)		PRC	20001371	Yuehua Limited	18	2017.10.14	2027.10.13
(341)		PRC	20001274	Yuehua Limited	28	2017.10.14	2027.10.13
(342)		PRC	20001157	Yuehua Limited	16	2017.07.07	2027.07.06
(343)		PRC	20001139	Yuehua Limited	14	2017.10.14	2027.10.13
(344)		PRC	20001074	Yuehua Limited	9	2017.09.21	2027.09.20
(345)		PRC	20001007	Yuehua Limited	3	2017.07.07	2027.07.06
(346)	宇宙少女	PRC	20000929	Yuehua Limited	41	2017.09.21	2027.09.20
(347)	宇宙少女	PRC	20000811	Yuehua Limited	16	2017.07.07	2027.07.06
(348)	宇宙少女	PRC	20000727	Yuehua Limited	9	2017.10.14	2027.10.13
(349)	COSMIC GIRLS	PRC	20004027	Yuehua Limited	9	2017.07.07	2027.07.06
(350)	COSMIC GIRLS	PRC	20003864	Yuehua Limited	16	2017.07.07	2027.07.06
(351)	COSMIC GIRLS	PRC	20003599	Yuehua Limited	41	2017.07.07	2027.07.06
(352)		PRC	37174906	Yuehua Limited	16	2020.03.21	2030.03.20
(353)		PRC	19616040	Yuehua Limited	40	2017.08.28	2027.08.27
(354)		PRC	19615914	Yuehua Limited	36	2017.08.28	2027.08.27
(355)		PRC	19615538	Yuehua Limited	45	2017.08.28	2027.08.27
(356)		PRC	19615371	Yuehua Limited	41	2018.11.21	2028.11.20
(357)		PRC	19614877	Yuehua Limited	16	2019.10.28	2029.10.27
(358)		PRC	17451877	Yuehua Limited	25	2017.03.21	2027.03.20
(359)		PRC	13205501	Yuehua Limited	35	2016.02.07	2026.02.06
(360)		PRC	13205444	Yuehua Limited	26	2016.03.28	2026.03.27

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No.	Trademark	Place of Registration	Registration No.	Registered Owner	Class	Registration Date	Expiry Date
(361)	 乐华娱乐 YUE HUA	PRC	13205399	Yuehua Limited	18	2015.03.07	2025.03.06
(362)	 乐华娱乐 YUE HUA	PRC	13204645	Yuehua Limited	42	2016.09.07	2026.09.06
(363)	 乐华娱乐 YUE HUA	PRC	13204481	Yuehua Limited	38	2016.01.14	2026.01.13
(364)	 乐华娱乐 YUE HUA	PRC	13204449	Yuehua Limited	36	2016.03.28	2026.03.27
(365)	 乐华娱乐 YUE HUA	PRC	13204413	Yuehua Limited	41	2016.05.21	2026.05.20
(366)	 乐华娱乐 YUE HUA	PRC	13204325	Yuehua Limited	28	2016.03.21	2026.03.20
(367)	 乐华娱乐 YUE HUA	PRC	13204230	Yuehua Limited	25	2016.02.14	2026.02.13
(368)	 乐华娱乐 YUE HUA	PRC	13204138	Yuehua Limited	16	2017.11.14	2027.11.13
(369)	 乐华娱乐 YUE HUA	PRC	13204039	Yuehua Limited	14	2015.01.21	2025.01.20
(370)	 乐华娱乐 YUE HUA	PRC	13203943	Yuehua Limited	3	2015.01.21	2025.01.20
(371)	 乐华娱乐 YUE HUA	PRC	15338276	Yuehua Limited	41	2017.03.21	2027.03.20
(372)	 乐华娱乐 YUE HUA	PRC	35999506	Yuehua Limited	28	2020.12.21	2030.12.20
(373)	梦想合伙人	PRC	19313269	Yuehua Limited	16	2017.04.21	2027.04.20
(374)	梦想合伙人	PRC	18952938	Yuehua Limited	9	2017.02.28	2027.02.27
(375)	UNIQ	PRC	15338244	Yuehua Limited	41	2016.06.07	2026.06.06
(376)	 Touch Music TUFU IN ENTERTAINMENT	PRC	18952706	Tianjin Chufa	41	2017.11.07	2027.11.06
(377)	 Touch Music TUFU IN ENTERTAINMENT	PRC	18952450	Tianjin Chufa	35	2017.10.21	2027.10.20
(378)	 Touch Music TUFU IN ENTERTAINMENT	PRC	18952393	Tianjin Chufa	9	2017.10.21	2027.10.20
(379)		PRC	15409353	Tianjin Chufa	41	2016.01.21	2026.01.20

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As at the Latest Practicable Date, our Group had registered the following trademarks outside PRC which we consider to be material to our Group’s business:

<u>No.</u>	<u>Trademark</u>	<u>Place of Registration</u>	<u>Registration No.</u>	<u>Registered Owner</u>	<u>Registration Date</u>	<u>Expiry Date</u>
(1)		Hong Kong	305899501	Yuehua Limited	2022.03.08	2032.03.07
(2)		Hong Kong	305899510	Yuehua Limited	2022.03.08	2032.03.07
(3)		Hong Kong	305632182	Yuehua Limited	2021.05.21	2031.05.20
(4)		Korea	40-1567636	Yuehua Korea	2020.1.23	2030.1.23
(5)		Korea	40-1573652	Yuehua Korea	2020.2.11	2030.2.11
(6)		Korea	40-1534721	Yuehua Korea	2019.10.22	2029.10.22
(7)	EVERGLOW	Korea	40-1549434	Yuehua Korea	2019.12.2	2029.12.2
(8)	EVERGLOW	Korea	40-1573650	Yuehua Korea	2020.2.11	2030.2.11
(9)	EVERGLOW	Korea	40-1534720	Yuehua Korea	2019.10.22	2029.10.22
(10)	에버글로우	Korea	40-1549433	Yuehua Korea	2019.12.2	2029.12.2
(11)	에버글로우	Korea	40-1573645	Yuehua Korea	2020.2.11	2030.2.11
(12)	에버글로우	Korea	40-1534718	Yuehua Korea	2019.10.22	2029.10.22

(b) Domain Names

As of the Latest Practicable Date, our Group had registered the following domain names which we consider to be material to our Group’s business:

<u>Domain name</u>	<u>Registered owner</u>	<u>Expiry date</u>
yuehuamusic.com	Yuehua Limited	2025. 7. 24

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(c) Copyrights

As of the Latest Practicable Date, our Group had registered the following copyrights which we consider to be material to our Group’s business:

No.	Name of Copyright	Registration Number	Registered Owner	Registration Date
(1)	Yuehua Rabbit (樂華兔)	國作登字-2022-F-10209378	Yuehua Limited	2022.10.09
(2)	Pink Catwoman (粉貓女)	國作登字-2022-F-10209379	Yuehua Limited	2022.10.09
(3)	TEMPEST logo (TEMPEST之logo)	國作登字-2022-F-10152995	Yuehua Limited	2022.07.27
(4)	NEVERLAND logo (NEVERLAND logo)	國作登字-2022-F-10152996	Yuehua Limited	2022.07.27
(5)	Wang Yiren Personal Logo (王怡人個人LOGO)	國作登字-2022-F-10145641	Yuehua Limited	2022.07.20
(6)	White Haired Smiling Boy (白髮微笑少年)	國作登字-2022-F-10123257	Yuehua Limited	2022.06.20
(7)	Chinese Style Heterochromatic Pupil Boy (國風異色瞳少年)	國作登字-2022-F-10123258	Yuehua Limited	2022.06.20
(8)	NAME Group Logo (NAME組合logo)	國作登字-2022-F-10062171	Yuehua Limited	2022.03.24
(9)	Zhu Zhengting Artist Work Series (朱正廷個人logo(系列))	國作登字-2022-F-10062172	Yuehua Limited	2022.03.24
(10)	Wu Xuanyi Official Cartoon Image (吳宣儀官方卡通形象)	國作登字-2021-F-00139603	Yuehua Limited	2021.06.23
(11)	Personal Logos of Some Group Members of NEXT (樂華NEXT組合部分成員個人logo)	國作登字-2021-F-00125327	Yuehua Limited	2021.06.07
(12)	TRACER 85	國作登字-2021-F-00123752	Yuehua Limited	2021.06.04
(13)	Cheng Xiao Personal Logo (程瀟個人LOGO)	國作登字-2021-F-00078150	Yuehua Limited	2021.04.07
(14)	Li Wenhan Personal Logo (李汶翰個人LOGO)	國作登字-2021-F-00073956	Yuehua Limited	2021.03.30
(15)	Blue Haired Girl (藍髮少女)	國作登字-2021-F-00066750	Yuehua Limited	2021.03.22
(16)	NEXT Group Member Official Cartoon Image (NEXT 組合成員官方卡通形象)	國作登字-2021-F-00029533	Yuehua Limited	2021.02.07
(17)	Panther Rider Prone Posture (黑豹摩托騎手趴姿)	國作登字-2020-F-01061648	Yuehua Limited	2020.07.01
(18)	Panther Rider Stand Posture (黑豹摩托騎手站姿)	國作登字-2020-F-01039222	Yuehua Limited	2020.06.12
(19)	EVERGLOW	國作登字-2019-F-00707651	Yuehua Limited	2019.03.28
(20)	NEXT English Name Heart Icon (樂華七子NEXT組合成員英文名集合桃心ICON)	國作登字-2019-F-00707918	Yuehua Limited	2019.03.22
(21)	NEXT Fruit Icon (樂華七子水果ICON)	國作登字-2019-F-00722371	Yuehua Limited	2019.02.11
(22)	Dice Logo (骰子logo)	國作登字-2018-F-00584228	Yuehua Limited	2018.07.20
(23)	NEXT Graphic Design (Series) (NEXT圖形設計 (系列))	國作登字-2018-F-00584227	Yuehua Limited	2018.07.20
(24)	NEXT Graphic Design (NEXT圖形設計)	國作登字-2018-F-00548267	Yuehua Limited	2018.05.17

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No.	Name of Copyright	Registration Number	Registered Owner	Registration Date
(25)	YHboys Image (樂華少年及圖)	國作登字-2017-F-00401839	Yuehua Limited	2017.11.09
(26)	WJSN Logo (宇宙少女logo)	國作登字-2017-F-00476722	Yuehua Limited	2017.06.27
(27)	YHboys Graphic Design (YHboys圖形設計)	國作登字-2017-F-00383673	Yuehua Limited	2017.05.25
(28)	UNIQ Image (UNIQ及圖)	國作登字-2015-F-00178278	Yuehua Limited	2015.02.27
(29)	Rabbit Wearing Headset Image (兔 子戴耳麥圖形)	國作登字-2015-F-00178276	Tianjin Chufa	2015.02.27
(30)	Z masked Cartoon Boys (Z蒙面卡 通男孩)	國作登字-2022-F-10122410	Yuehua Limited	2022.06.17
(31)	Snake Crown Black Robe Cartoon (蛇冠黑袍卡通)	國作登字-2022-F-10122639	Yuehua Limited	2022.06.17

Save as disclosed above, as of the Latest Practicable Date, there were no other trademarks, domains, copyrights, intellectual property rights, or individual property rights which are or may be material in relation to our business.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Disclosure of Interests

(a) *Interests and short positions of our Directors in the share capital of our Company and its associated corporations following completion of the [REDACTED]*

Immediately following completion of the [REDACTED] (without taking into account the Shares to be allotted and issued upon the exercise of the [REDACTED]), the interests and/or short positions (as applicable) of our Directors or chief executives of our Company in the Shares, underlying Shares and debentures of our Company or its associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO) or which will be required under Section 352 of the SFO to be entered in the register referred to in that section, or which will be required under the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules (“Model Code”) once the Shares are [REDACTED], will be as follows:

(i) *Interest in the Shares*

Name of Shareholder	Capacity	Number of Shares held upon completion of the [REDACTED] and [REDACTED]	Approximate percentage of interest in our Company
Ms. Du	Interest in controlled corporation ⁽¹⁾	[REDACTED]	[REDACTED]%
	Interest of spouse ⁽²⁾	[REDACTED]	[REDACTED]%
Mr. Sun	Interest in controlled corporation ⁽³⁾	[REDACTED]	[REDACTED]%
	Interest of spouse ⁽²⁾	[REDACTED]	[REDACTED]%
Mr. SUN Le (孫樂)	Beneficial interest	[REDACTED] ⁽⁴⁾	[REDACTED]%

Notes:

(1) Upon completion of the [REDACTED] and the [REDACTED], DING GUOHUA LIMITED will directly hold [REDACTED] Shares. DING GUOHUA LIMITED is owned as to 80% by HuaDingGuo Limited (an entity wholly owned by Ms. Du), and 20% by Xihaha

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International Holding Limited (an entity controlled by Ms. Du through a trust), respectively. Therefore, Ms. Du is deemed to be interested in the Shares directly held by DING GUOHUA LIMITED by virtue of the SFO.

- (2) Ms. Du and Mr. Sun are cohabiting as spouse. Accordingly, for the purpose of the SFO, Ms. Du is deemed, or taken to be, interested in the Shares in which Mr. Sun is interested; and Mr. Sun is deemed, or taken to be, interested in the Shares in which Ms. Du is interested.
- (3) Upon completion of the [REDACTED] and the [REDACTED], QINGDINGDANG LIMITED will directly hold [REDACTED] Shares. QINGDINGDANG LIMITED is owned as to 99% by Dawei International Holding Limited (an entity controlled by Mr. Sun through a trust) and 1% by DingDangQing Limited (an entity wholly owned by Mr. Sun). Therefore, Mr. Sun is deemed to be interested in the Shares directly held by QINGDINGDANG LIMITED by virtue of the SFO.
- (4) Mr. SUN Le is interested in the [REDACTED] underlying Shares (taking into account the [REDACTED]) relating to the RSUs granted to him pursuant to the Share Incentive Plan.

(b) Interests and short positions of the Substantial Shareholders in the Shares and underlying shares of our Company

Save as disclosed in “Substantial Shareholders,” our Directors or chief executive are not aware of any other person, not being a Director or chief executive of our Company, who has any an interest or short position in the Shares and underlying Shares of our Company which, once the Shares are [REDACTED], would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or, who is, directly or indirectly interested in 10% or more of the issued voting shares of our Company.

2. Particulars of Service Contracts and Appointment Letters

(a) Executive Directors

Each of the executive Directors has entered into a service contract with our Company under which they agreed to act as executive Directors 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 the executive Director or as otherwise set out in the service contract.

The appointments of the executive Directors are subject to the provisions of retirement and rotation of Directors under the Articles.

(b) Non-executive Director and Independent Non-executive Directors

Each of the non-executive Directors and the independent non-executive Directors has signed an appointment letter with our Company for a term of one year with effect from the [REDACTED] which may be terminated by not less than three months’ notice in writing served by either our Company, or the non-executive or independent non-executive Director. Under their respective appointment letters, each of the independent non-executive Directors is entitled to a fixed Director’s fee while the non-executive Directors are not entitled to any remuneration. The appointments are subject to the provisions of retirement and rotation of Directors under the Articles.

(c) Others

- (i) Save as disclosed above, none of the Directors has entered into any service contract with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation).
- (ii) During the year ended December 31, 2021, the aggregate of the remuneration paid and benefits in kind granted to the Directors was approximately RMB4.4 million. Details of the Directors’ remuneration are also set out in Note 10 of the

Accountant’s Report set out in Appendix I to this document. No other emoluments have been paid or are payable in respect of the year ended December 31, 2021 by our Company to the Directors.

- (iii) Under the arrangements currently in force, the aggregate of the remuneration and benefits in kind payable to the Directors for the year ending December 31, 2022 is estimated to be approximately RMB11.8 million.
- (iv) None of the Directors or any past Directors of any members of our Group has been paid any sum of money during the Track Record Period (i) as an inducement to join or upon joining our Company or (ii) 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.
- (v) There has been no arrangement under which a Director has waived or agreed to waive any remuneration or benefits in kind during the Track Record Period.
- (vi) None of the Directors has been or is interested in the promotion of, or in the property proposed to be acquired by, our Company, and no sum has been paid or agreed to be paid to any of them in cash or shares or otherwise by any person either to induce him to become, or to qualify him as, a Director, or otherwise for services rendered by him in connection with the promotion or formation of our Company.

3. Fees or commissions received

None of the Directors or any of the persons whose names are listed under the section headed “E. Other Information—11. Consent of Experts” below had received any commissions, discounts, agency fee, brokerages or other special terms in connection with the issue or sale of any capital of any member of our Group within the two years immediately preceding the date of this document.

4. Miscellaneous

- (a) None of the Directors or chief executive of our Company has any interest or short positions in the Shares, underlying Shares or debentures of our Company or any associated corporation (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 which he is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered into the register referred to in that section, or which will be required to be notified to us and the Stock Exchange pursuant to the Model Code, in each case once our Shares are [REDACTED] on the Stock Exchange;
- (b) None of our Directors nor any of the parties listed in the section headed “E. Other Information—11. Consent of Experts” below has any direct or indirect interest in the promotion of our Company, or in any assets which have within the two years immediately preceding the date of this document been acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (c) None of our Directors nor any of the parties listed in the section headed “E. Other Information—11. Consent of Experts” below is materially interested in any contract or

arrangement subsisting at the date of this document which is significant in relation to the business of our Group taken as a whole;

- (d) Other than pursuant to the [REDACTED], none of the parties listed in the section headed “E. Other Information—11. Consent of Experts” below:
 - (i) is interested legally or beneficially in any of our Shares or any shares of any of our subsidiaries; or
 - (ii) has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.
- (e) None of our Directors or their respective close associates (as defined under the Listing Rules) or any of our Shareholders (who to the knowledge of our Directors owns more than 5% of our number of issued shares) has any interest in our five largest suppliers or our five large customers.

D. SHARE INCENTIVE PLAN

The following is a summary of the principal terms of the Share Incentive Plan. The Share Incentive Plan was adopted and approved by resolutions in writing by the Board on December 10, 2021. The terms of the Share Incentive Plan are not subject to the provisions of Chapter 17 of the Listing Rules.

1. Summary of terms

Purpose

The purpose of the Share Incentive Plan is to enable our Group to grant awards to selected participants as incentives or rewards for their contribution to our Group, in particular, (i) to motivate them to optimize their performance and efficiency for the benefit of our Group; (ii) to attract and retain them whose contributions are or will be beneficial to our Group; and (iii) to encourage them to enhance cooperation and communication amongst team members for the growth of our Group.

Types of Awards

The Share Incentive Plan provides for awards of RSUs, Shares issued subject to forfeiture or repurchase by our Company until vested (“**Restricted Shares**”), and other share-based awards or rights (collectively, the “**Awards**”).

Who may join

The Board, in the context of the Share Incentive Plan, including any committee or person(s) duly authorized by the Board, may at its discretion, invite any person belonging to any of the following classes of eligible participants (“**Eligible Participants**”), to take up an Award to subscribe for Shares:

- (i) any full-time executives, officers, managers or employees of our Company or any of our subsidiaries or controlled affiliates, or any entities designated by them, who had attained the requisite seniority and performance grade and/or targets as may be determined by the chief executive officer of our Company from time to time;
- (ii) any directors (including non-executive directors and independent non-executive directors) of our Company or any of our subsidiaries or controlled affiliates, or any entities designated by them;

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- (iii) any advisor, consultant, distributor, contractor, customer, supplier, agent, business partner, joint venture business partner, strategic partner, service provider or other third parties who the Chief Executive Officer considers, in its sole discretion, has contributed or will contribute to the Group.

Maximum Number of Shares

Unless otherwise duly approved by the Board, the total number of Shares underlying the Share Incentive Plan shall not exceed 5,790,000 Shares.

Performance Target

The participant may be required to achieve any performance targets as the Board may specify before the relevant Awards can be vested, exercised or settled upon the grant of an Award to an Eligible Participant.

Consideration for RSU and Restricted Share Purchase Price

The price to be paid upon the vesting and settlement of RSUs, and the purchase price of Restricted Shares shall, subject to any adjustments made pursuant to the Share Incentive Plan, be such amount in such form as may be determined by the Board from time to time and set out in the offer for the grant of an Award.

Conditions of Issuance of Shares

The Eligible Participant who accepts the offer for the grant of an Award (the “**Grantee**”) must not have committed any breach of the Share Incentive Plan and any ancillary documents that he or she has entered into with our Company in respect of the Award.

The Grantee must not have violated any provision of the articles of association or constitutional documents of the relevant member of our Group, or otherwise impaired the interests of our Group.

The Board may, at its absolute discretion, fix any other performance targets that must be achieved and any other conditions that must be fulfilled before any Award can be vested or settled.

If the conditions set out above in this clause are not satisfied, the RSUs and/or Restricted Shares shall automatically lapse on the date on which such conditions are not satisfied, as determined by the Board in its absolute discretion.

Vesting Schedule

Subject to the terms of the Share Incentive Plan, the RSUs shall be vested and settled, and the Restricted Shares shall be vested and no longer subject to forfeiture, as set out in the offer for the grant of an Award.

If a change of control shall occur, such Grantee’s RSUs shall be vested and settled, and Restricted Shares shall be vested and no longer subject to forfeiture (as applicable).

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STATUTORY AND GENERAL INFORMATION

Vesting of Awards

(i) Settlement of RSUs

Subject to the terms of the applicable Award, RSUs will be settled upon vesting by delivery to the Grantee of the number of Shares that equals the number of RSUs that then become vested. If RSUs are settled, one or more of the Directors of our Company will, on behalf of our Company, cause and direct the share registrar of our Company to update our Company's register of members with the name of the Grantee entered therein as the record holder of the Shares.

(ii) Release of Restricted Share

Subject to the terms of the applicable Award, Restricted Shares shall be released from escrow. After the Restricted Shares are released, the Shares shall be freely transferable by the Grantee, subject to applicable restrictions in the Award and any legal restrictions.

Non-transferability of the Awards

Save and except for the provisions in the paragraph below and except under the applicable laws or as otherwise provided by the Share Incentive Plan, the Awards shall be personal to the Grantee and the Grantee shall not sell, transfer, pledge or assign the Awards and the Share Incentive Plan or any interest or benefits therein.

The Grantee shall be permitted to transfer the Awards to his or her wholly owned entity or any trust arrangement whereby the Grantee is the sole beneficiary. The terms of the Share Incentive Plan shall be binding upon the personal representatives, executors, administrators, heirs, successors and assignees of the Grantee. Unless transferred pursuant to the foregoing, the Awards shall be exercisable, during the Grantee's lifetime, only by the Grantee.

Without limiting the generality of the foregoing, except as otherwise provided by the Share Incentive Plan, the Awards may not be assigned, transferred, pledged or hypothecated in any way, shall not be assignable by operation of law, and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Awards contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the Awards shall be null and void and without effect and such breach by a Grantee shall entitle our Company to cancel any outstanding Awards granted to such Grantee.

Lock-up Period

In connection with any [REDACTED] by our Company of its equity securities, the Grantee shall not, for a period of 180 days following the date of completion of the applicable [REDACTED], directly or indirectly, sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares acquired under the Share Incentive Plan without the prior written consent of our Company or our [REDACTED].

Termination

Our Company may by resolution in general meeting or the Board may at any time terminate the operation of the Share Incentive Plan and in such event no further Award shall be offered but the

provisions of the Share Incentive Plan shall remain in force to the extent necessary to give effect to any outstanding Awards granted prior thereto or otherwise as may be required in accordance with the provisions of the Share Incentive Plan. Outstanding Awards granted prior to such termination but not yet exercised, settled or released at the time of termination shall continue to be valid and exercisable or releasable in accordance with the Share Incentive Plan.

2. Reorganization of Capital Structure

In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, stock split or similar change affecting the Shares including any alteration in the capital structure of our Company, such as capitalization issue, rights issue, consolidation, sub-division and reduction of the share capital of our Company, the Board may make equitable adjustments that it considers appropriate, at its sole discretion, including:

- (i) make arrangements for the grant of substitute award of equivalent fair value to an award in the purchasing or surviving company;
- (ii) reach such agreement or compromise with the Grantee as it considers appropriate, including the payment of cash compensation to the Grantee for the equivalent fair value of the Award to the extent not vested;
- (iii) waive any conditions to the vesting of any Award to the extent not already vested; or
- (iv) permit the continuation of an Award in accordance with its original terms.

3. Outstanding Grants

As of the Latest Practicable Date, an aggregate of 5,137,250 outstanding RSUs in respect of 5,137,250 Shares had been granted to 20 eligible participants pursuant to the Share Incentive Plan, among which six are Directors, senior management or other connected persons of our Company. In respect of outstanding RSUs granted to the connected persons and senior management of our Company through ARK Trust, Mr. SUN Le (孫樂), our executive Director, was granted 500,000 outstanding RSUs; Mr. ZHANG Wensheng (張文勝), our Chief Financial Officer and a member of our senior management, was granted 50,000 outstanding RSUs; and Ms. ZHANG Wei (張偉), an employee of the company who is a relative of Ms. Du, was granted 30,000 outstanding RSUs. In respect of the RSUs granted to the connected persons of our Company through Lightstone Trust, Mr. LEE Sang Kyu, Mr. JUNG Hae Chang and Ms. HONG Jeong In, each being a director of Yuehua Korea, our subsidiary, were granted 300,000, 300,000 and 100,000 outstanding RSUs, respectively.

Save as disclosed in this section, no Director or connected person of the Company had been identified to be the grantees under the Share Incentive Plan as of the Latest Practicable Date.

The RSUs representing the remaining Shares available under the Share Incentive Plan would be granted to eligible participants prior to [REDACTED].

All the Shares underlying the Share Incentive Plan have been allotted and issued and are held by ARK Trust (Hong Kong) Limited and LIGHTSTONE TRUST (HONG KONG) LIMITED, being special purpose vehicles established as nominees to hold in trust. The Shares underlying the Share Incentive Plan do not count towards the public float. Pursuant to the Share Incentive Plan and the trust deeds constituting the ARK Trust and Lightstone Trust (the “**Trust Deeds**”), the Share Incentive Plan and the two trusts will be subject to the administration of the chief executive officer of the Company

(the “**Administrator**”) and the Administrator shall have the sole and absolute discretion to determine whether or not a grantee shall have rights to any dividends from any Shares prior to the vesting of the RSUs. In addition, pursuant to the Share Incentive Plan and the Trust Deeds, the RSUs upon release will not carry any voting rights until completion of the registration of the grantee (or any other person) as the holder and the respective trustee shall not exercise any of the voting rights attached to Shares held upon trust unless directed by authorized representative appointed by the Administrator.

The Company will comply with the applicable requirements under the Listing Rules (including Chapter 14A of the Listing Rules) for any grant of share awards to connected persons of the Company and related subsequent dealings.

E. OTHER INFORMATION

1. Estate Duty

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

2. Litigation

As of the Latest Practicable Date, we were not aware of any litigation or arbitration proceedings of material importance pending or threatened against us or any of our Directors that could have a material adverse effect on our financial condition or results of operations.

3. Application for [REDACTED]

The Joint Sponsors have made an application on behalf of our Company to the Stock Exchange for the [REDACTED] of, and permission to [REDACTED] in, the Shares in issue and to be issued or sold as mentioned in this document. All necessary arrangements have been made to enable such Shares into CCASS.

4. No Material Adverse Change

The Directors confirm that there has been no material change in the financial or trading position or prospects of our Group since September 30, 2022 (being the dated to which the latest audited consolidated financial statements of our Group were prepared).

5. Agency Fees and Commissions Received

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

6. The Joint Sponsors and Joint Sponsors’ fees

The Joint Sponsors are independent from our Company pursuant to Rule 3A.07 of the Listing Rules. The fees payable by our Company to each of the Joint Sponsors to act as sponsor to our Company in connection with the [REDACTED] are US\$514,800 or in aggregate US\$1,029,600.

7. Preliminary expenses

We have not incurred any material preliminary expenses.

8. Promoter

The Company has no promoter for the purpose of the Listing Rules. Within the two years immediately preceding the date of this document, no cash, securities or other benefit has been paid, allotted or given nor are any proposed to be paid, allotted or given to any promoters in connection with the [REDACTED] and the related transactions described in this document.

9. Taxation of holders of Shares

(a) Hong Kong

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

(b) Cayman Islands

Under present Cayman Islands law, there is no stamp duty payable in the Cayman Islands on transfers of shares in our Company as long as we do not hold any interest in land in the Cayman Islands.

(c) People’s Republic of China

We may be treated as a PRC resident enterprise for PRC enterprise income tax purposes. In that case, distributions to our Shareholders may be subject to PRC withholding tax and gains from dispositions of our Shares may be subject to PRC tax. See “Risk Factors—Risks Relating to Doing Business in the PRC—Under the PRC enterprise income tax law, we may be deemed a PRC ‘resident enterprise,’ which could result in unfavorable tax consequences to us and our Shareholders and have a material and adverse effect on our results of operations and the value of your [REDACTED].”

(d) Consultation with professional advisors

Potential [REDACTED] 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 [REDACTED] in our Shares (or exercising rights attached to them). None of our Company, our Directors or the other parties 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, [REDACTED] in or the exercise of any rights in relation to our Shares.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

10. Qualification of Experts

The following are the qualifications of the experts who have given opinion or advice which are contained in this document:

<u>Name</u>	<u>Qualification</u>
China Securities (International) Corporate Finance Company Limited	A licensed corporation to conduct Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities (as defined under SFO)
China Merchants Securities (HK) Co., Limited	A licensed corporation to conduct Type 1 (dealing in securities), Type 2 (dealing in future contracts), Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities (as defined under SFO)
PricewaterhouseCoopers	Certified Public Accountants under the Professional Accountants Ordinance (Cap. 50) and Registered Public Interest Entity Auditor under the Financial Reporting Council Ordinance (Cap. 588)
Commerce & Finance Law Offices	Company’s PRC legal advisor
Maples and Calder (Hong Kong) LLP	Company’s Cayman Islands attorneys-at-law
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Independent industry consultant
Jones Lang LaSalle Corporate Appraisal and Advisory Limited	Independent Property Valuer

11. Consent of Experts

Each of the experts mentioned in the sub-section headed “Qualification of Experts” above has given and has not withdrawn its respective written consent to the issue of this document with the inclusion of its report and/or letter and/or opinion and/or the references to its name included in this document in the form and context in which it is respectively included.

12. Binding Effect

This document shall have the effect, if an application is made in pursuance of this document, 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 insofar as applicable.

13. Bilingual document

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

F. MISCELLANEOUS

(a) Within the two years immediately preceding the date of this document:

- (i) no share or loan capital of our Company or any of our subsidiaries has been issued or agreed to be issued or is proposed to be fully or partly paid either for cash or a consideration other than cash;

APPENDIX V

STATUTORY AND GENERAL INFORMATION

- (ii) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
 - (iii) no founders or management or deferred shares of our Company or any of our subsidiaries have been issued or agreed to be issued;
 - (iv) no commissions, discounts, brokerages or other special terms have been granted or agreed to be granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries; and
 - (v) no commission has been paid or is payable for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any share in our Company or any of our subsidiaries.
- (b) Our Group had not issued any debentures nor did it have any outstanding debentures nor any convertible debt securities.
- (c) Our Directors confirm that:
- (i) there has been no material adverse change in the financial or trading position or prospects of our Group since September 30, 2022 (being the date to which the latest audited consolidated financial statements of our Group were prepared);
 - (ii) there is no arrangement under which future dividends are waived or agreed to be waived; and
 - (iii) there has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this document.
- (d) The principal register of members of our Company will be maintained in the Cayman Islands by our **[REDACTED]**. Unless the Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by our **[REDACTED]**.
- (e) All necessary arrangements have been made to enable our Shares to be admitted into CCASS for clearing and settlement.
- (f) No company within our Group is presently listed on any stock exchange or traded on any trading system.