
UNDERWRITING

HONG KONG UNDERWRITERS

Soochow Securities International Brokerage Limited

China Galaxy International Securities (Hong Kong) Co., Limited

Eddid Securities and Futures Limited

Elstone Securities Limited

First Shanghai Securities Limited

Fosun International Securities Limited

Futu Securities International (Hong Kong) Limited

Grand China Securities Limited

Plutus Securities Limited

Sinomax Securities Limited

Sunhigh Financial Holdings Limited

Tiger Brokers (HK) Global Limited

VBG Capital Limited

Wealth Link Securities Limited

Zhongtai International Securities Limited

ZMF Asset Management Limited

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UNDERWRITING ARRANGEMENTS AND EXPENSES

Hong Kong Public Offering

Hong Kong Underwriting Agreement

Pursuant to the Hong Kong Underwriting Agreement, our Company has agreed to initially offer 25,000,000 new Shares for subscription by members of the public in Hong Kong on and subject to the terms and conditions of this prospectus and the **GREEN** Application Form at the Offer Price.

Subject to, among other conditions, the granting of the approval for the listing of, and permission to deal in, all the Shares in issue and any Shares to be issued as mentioned in this prospectus by the Listing Division and to certain other conditions set out in the Hong Kong Underwriting Agreement, the Hong Kong Underwriters have severally, but not jointly, agreed to subscribe or procure subscribers for their respective applicable proportions of the Hong Kong Public Offer Shares which are not taken up under the Hong Kong Public Offering on the terms and conditions of this prospectus, the **GREEN** Application Form and the Hong Kong Underwriting Agreement. In addition, the Hong Kong Underwriting Agreement is conditional on and subject to the International Underwriting Agreement having been executed, becoming, and continuing to be, unconditional and not having been terminated.

Grounds for termination

The respective obligations of the Hong Kong Underwriters to subscribe, or procure subscribers for, the Hong Kong Public Offer Shares under the Hong Kong Underwriting Agreement are subject to termination. The Overall Coordinator (for itself and on behalf of the Underwriters) shall have the right, in their sole and absolute discretion to terminate the Hong Kong Underwriting Agreement by notice in writing to our Company, the Controlling Shareholders and our executive Directors with immediate effect at any time at or prior to 8:00 a.m. (Hong Kong time) on the Listing Date if any of the following event shall occur:

- (a) there has come to the notice of the Overall Coordinator:
 - (i) that any statement contained in this prospectus, the **GREEN** Application Form, the formal notice in relation to the Hong Kong Public Offering in the agreed form required to be published in accordance with the Listing Rules (the “**Formal Notice**”) and/or any notices, announcements, advertisements, communications issued or used by or on behalf of our Company and approved by our Company in connection with the Hong Kong Public Offering (including any supplement or

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amendment thereto) was, when it was issued, or has become, untrue, incorrect, inaccurate or misleading in any material respects, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of such documents is not fair and honest and based on reasonable assumptions when taken as a whole; or

- (ii) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of this prospectus, constitute an omission from this prospectus, the **GREEN** Application Form, the Formal Notice and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of our Company and approved by our Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto); or
- (iii) any event, act or omission which gives or is likely to give rise to any liability in any material respect of our Company, our Controlling Shareholders or any of our executive Directors pursuant to the indemnities given by any of them under the Hong Kong Underwriting Agreement; or
- (iv) that the approval by the Listing Division of the listing of, and permission to deal in, the Shares in issue, the Shares to be issued pursuant to the Capitalisation Issue, the Shares to be allotted and issued pursuant to the exercise of the options which may be granted under the Share Option Scheme, and the Offer Shares to be issued pursuant to the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date or such other date as may be extended pursuant to the Hong Kong Underwriting Agreement, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
- (v) our Company withdraws this prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or
- (vi) any person (other than the Sole Sponsor, and any of the Hong Kong Underwriters) has withdrawn or sought to withdraw its consent to being named in this prospectus as expert or to the issue of this prospectus; or
- (vii) any breach of any of the obligations or undertakings imposed upon any party to the Hong Kong Underwriting Agreement or the International Underwriting Agreement (other than upon any of the Sole Sponsor, the Overall Coordinator, the Joint Global

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Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Underwriters), as applicable, which, in the reasonable opinion of the Overall Coordinator, has a material adverse effect on the Global Offering; or

- (viii) any material adverse change or development in the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of our Group as a whole and the effect of which is, in the reasonable opinion of the Overall Coordinator, so adverse as to make it impracticable or inadvisable to proceed with the Global Offering; or
 - (ix) any breach of, or any event rendering untrue or incorrect in any material respect, any of the warranties given by our Company, the Selling Shareholder, our Controlling Shareholders and our executive Directors in the Hong Kong Underwriting Agreement, which, in the reasonable opinion of the Overall Coordinator, has a material adverse effect on the Global Offering; or
 - (x) any prohibition on our Company or the Selling Shareholder for whatever reason from allotting or selling the Offer Shares (including Shares to be issued under the Over-allotment Option) pursuant to the terms of the Global Offering.
- (b) there develops, occurs, exists, or comes into effect:
- (i) any event, or series of events, in the nature of force majeure, (including, without limitation, any acts of government declaration of a national or international emergency or war, calamity, crisis, epidemic, pandemic, outbreak or escalations of disease, economic sanctions, strikes, labour disputes, lockouts, fire, explosion, flooding, earthquake, civil commotion, riots, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed)), in or affecting Hong Kong, the PRC, the Cayman Islands, the BVI or any other jurisdiction relevant to any member of our Group (the “**Relevant Jurisdictions**”); or
 - (ii) any change, or any event or series of events, likely to result in any change, in local, national, regional or international financial, economic, political, military, industrial, fiscal, regulatory, currency, credit or market conditions, equity securities or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets), in or affecting any of the Relevant Jurisdictions; or

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- (iii) any new law or regulation or any change in existing laws or regulations, or any change in the interpretation or application thereof by any public, regulatory, taxing, administrative or governmental, agency or authority (including, without limitation, the Stock Exchange and the SFC), other authority and any court at the national, provincial, municipal or local level (“**Governmental Authority**”) in or affecting any of the Relevant Jurisdictions; or
- (iv) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange or the Tokyo Stock Exchange; or
- (v) any change or amendment in taxation or exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar or Renminbi against any foreign currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions; or
- (vi) the imposition of economic sanctions, in whatever form, directly or indirectly, by, or for, any of the Relevant Jurisdictions; or
- (vii) any general moratorium on commercial banking activities in any Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in those places or jurisdictions; or
- (viii) any order or petition for the winding up of any member of our Group, or any composition or arrangement made by any member of our Group with its creditors or a scheme of arrangement entered into by any member of our Group or any resolution for the winding up of any member of our Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of our Group or anything analogues thereto occurring in respect of any member of our Group; or
- (ix) any litigation or claim of any third party being threatened or instigated against our Group; or

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- (x) any Director is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or
- (xi) the chairman of the Board or any of the executive Directors vacating his or her office; or
- (xii) any governmental authority or a political body or organisation in any Relevant Jurisdictions is commencing any investigation or other action, or announcing an intention to investigate or take other action, against any Director; or
- (xiii) any contravention, other than those disclosed in this prospectus, by any member of our Group of the Listing Rules or applicable laws, rules, regulations, orders, judgements, decrees, guidelines, opinions, notices, circulars or rulings of any court, Governmental Authority, which, in the reasonable opinion of the Overall Coordinator, have a material adverse effect on the Global Offering; or
- (xiv) any non-compliance of this prospectus (or any other documents used in connection with the Global Offering) or any aspect of the Global Offering with the Listing Rules or any other applicable laws, rules, regulations, orders, judgements, decrees, guidelines, opinions, notices, circulars or rulings of any court, Governmental Authority, which, in the reasonable opinion of the Overall Coordinator, have a material adverse effect on the Global Offering; or
- (xv) any change, or a materialisation of, any of the risks set out in the section headed “Risk Factors” in this prospectus, which, in the reasonable opinion of the Overall Coordinator, have a material adverse effect on the Global Offering; or
- (xvi) the issue of or the requirement by our Company to issue any supplement or amendment to the prospectus published by our Company in accordance with the Hong Kong Underwriting Agreement (or any other documents used in connection with the Global Offering) pursuant to the Companies Ordinance, the Companies (WUMP) Ordinance or the Listing Rules or any requirement or request of the Stock Exchange and/or the SFC; or
- (xvii) a significant portion of the orders received in the book-building process, or the investment commitments by the cornerstone investor have been withdrawn, terminated or cancelled; or

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which, individually or in aggregate, in the reasonable opinion of the Overall Coordinator (for itself and on behalf of the Underwriters):

- (i) has or is or will or may or could be expected to have a material adverse effect on the management, condition (financial, operational, legal or otherwise), business, prospects, operations, shareholders' equity, as applicable, or results of operations of our Group taken as a whole; or
- (ii) has or may or will have a materially adverse effect on the success or pricing of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or
- (iii) makes or will make or is likely to make it inadvisable or inexpedient or impracticable for the Global Offering to be performed or implemented or proceed with as envisaged or to market the Global Offering; or
- (iv) has or will or may have the effect of making any part of the Hong Kong Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms.

Indemnity

Our Company, the Controlling Shareholders and the Selling Shareholder have agreed to indemnify the Sole Sponsor, the Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters for certain losses which they may suffer, including losses arising from their performance of their obligations under the Hong Kong Underwriting Agreement and any breach by us of the Hong Kong Underwriting Agreement.

Undertakings pursuant to the Hong Kong Underwriting Agreement

Undertakings by our Company

Our Company has, irrevocably and unconditionally, undertaken to each of the Sole Sponsor, the Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Syndicate CMI's and the Hong Kong Underwriters that:

- (a) except for the issue of the Shares pursuant to the Global Offering (including pursuant to the Over-allotment Option), the Capitalisation Issue, the grant of options under the Share Option Scheme and the issue of Shares upon exercise of any such options or as

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otherwise with the Overall Coordinator's prior written consent, and unless in compliance with the Listing Rules, our Company will not, and will procure that none of our subsidiaries will, during the period commencing on the date by reference to which disclosure of the shareholding of our Controlling Shareholders in our Company is made in this prospectus and ending on the date which is six months from the Listing Date (the "**First Six-Month Period**"):

- (i) offer, accept subscription for, pledge, charge, allot, issue, sell, lend, mortgage, assign, contract to allot, issue or sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, make any short sale, lend or otherwise transfer or dispose of, either directly or indirectly, or repurchase, any of its share capital, debt capital or any securities of our Company or any of our subsidiaries or any interest therein (including but not limited to any warrants and securities convertible into or exercisable or exchangeable for or that represent the right to receive, or any warrants or other rights to purchase, any such share capital or securities or interest therein, as applicable); or
- (ii) enter into any swap or other arrangement that transfers to others, in whole or in part, any of the economic consequences of ownership of such share capital, debt capital or other securities of our Company or interest therein; or
- (iii) enter into any transaction with the same economic effect as any transaction described in paragraphs (i) or (ii) above; or
- (iv) offer to or to agree or contract to, or publicly announce any intention to enter into, any transaction described in paragraphs (i), (ii) or (iii) above,

whether any of the foregoing transactions described in paragraphs (i), (ii) or (iii) above is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of such Shares or other shares or securities will be completed within the First Six-Month Period); and

- (b) in the event of our Company doing any of the foregoing by virtue of the aforesaid exceptions or during the period of six months immediately following the expiry of the First Six-Month Period (the "**Second Six-Month Period**"), it will take all reasonable steps to ensure that any such action will not create a disorderly or false market for any Shares or other securities of our Company.

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In this “Undertakings pursuant to the Hong Kong Underwriting Agreement” section, “Syndicate CMIs” means any corporation or authorised financial institution, licensed or registered under the SFO that engages in specified activities under paragraph 21.1.1 of the code of conduct for persons licensed by or registered with the SFC (“**Code of Conduct**”), including, without limitation, a capital market intermediary appointed pursuant to the Listing Rules, engaged by the Company to conduct specified activities under paragraphs 21.1.1 and/or 21.2.3 of the Code of Conduct.

Undertakings by the Controlling Shareholders and the Selling Shareholder

Each of the Controlling Shareholders and the Selling Shareholder have jointly and severally undertaken to each of the Sole Sponsor, the Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Syndicate CMIs, the Hong Kong Underwriters and the Company that during the First Six-month Period, without the prior written consent of the Overall Coordinator and unless pursuant to the Stock Borrowing Agreement, the Share Option Scheme or any exercise of the Over-allotment Option or otherwise in compliance with the requirements of the Listing Rules, he/she/it shall not:

- (i) offer, pledge, charge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of, either directly or indirectly, any of the Shares in respect of which he/she/it is shown in the Prospectus to be directly or indirectly interested in (the “**Relevant Securities**”); or
- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Relevant Securities; or
- (iii) enter or agree (conditionally or unconditionally) to enter into or effect any transaction with the same economic effect as any of the transactions described in paragraphs (i) or (ii) above; or
- (iv) offer to or agree or contract to, or publicly announce any intention to enter into or effect any of the transactions described in paragraphs (i) or (ii), or (iii) above,

whether any of the foregoing transactions described in paragraphs (i) or (ii), or (iii) or (iv) above is to be settled by delivery of the Relevant Securities or such other securities, in cash or otherwise (whether or not any such arrangement or transaction will be completed within the First Six-month Period), provided that the foregoing restriction shall not apply to any Shares which any of them may acquire or become interested in

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following the Listing Date (other than any Shares returned under the Stock Borrowing Agreement) and provided further that any such acquisition or disposal would not result in any breach of Rule 8.08 of the Listing Rule.

Each of the Controlling Shareholders hereby jointly and severally undertakes to each of the Sole Sponsor, the Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Syndicate CMI, the Company and the Hong Kong Underwriters that he/she/it shall not, and shall procure that the relevant registered holder(s) and his/her/its associates or companies controlled by him/her/it and any nominee or trustee holding in trust for him/her/it shall not, without the prior written consent of the Stock Exchange in the Second Six-month Period, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any Relevant Securities held by him/her/it or any of his/her/its associates or companies controlled by him/her/it or any nominee or trustee holding in trust for him/her/it if, immediately following such disposal or upon exercise or enforcement of such options, rights, interest or encumbrances, he/she/it would cease to be the Controlling Shareholder or would together with other Controlling Shareholders cease to be, or be regarded as, a group of the Controlling Shareholders. In the event of a disposal of any of the Shares or securities of our Company directly or indirectly beneficially owned by him/her/it or any interest therein within the Second Six-month Period, the relevant Controlling Shareholder shall take all reasonable steps to ensure that such a disposal will not create a disorderly or false market for any Shares or other securities of our Company.

Each of the Controlling Shareholders and the Selling Shareholder hereby have further undertaken to each of the Sole Sponsor, the Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Syndicate CMI, the Hong Kong Underwriters and the Company that, at any time within the first 12 months from the Listing Date, he/she/it shall:

- (i) when he/she/it pledges or charges any securities or interests in the securities of the Company beneficially owned by him/her/it directly or indirectly, immediately inform the Company, the Sole Sponsor, and the Overall Coordinator in writing of such pledges or charges together with the number of securities and nature of interests so pledged or charged; and
- (ii) when he/she/it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged securities or interests in the securities of the Company will be sold, transferred or disposed of, immediately inform the Company, the Sole Sponsor, and the Overall Coordinator in writing of such indications.

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Undertakings pursuant to the Listing Rules

Undertakings by our Company

Pursuant to Rule 10.08 of the Listing Rules, our Company has undertaken to the Stock Exchange that except pursuant to the Global Offering or issue of Shares under the Over-allotment Option or any issue of Shares or securities in compliance with Rule 10.08(1) to (4) of the Listing Rules, at any time during the the First Six-Month Period (whether or not such issue of Shares or securities will be completed within six months from the commencement of dealing), our Company will not, without the prior consent of the Stock Exchange and unless in compliance with the requirements of the Listing Rules, allot or issue or agree to allot or issue any Shares or other securities of our Company (including warrants or other convertible securities) or grant or agree to grant any options, rights, interests or encumbrances over any Shares or other securities of our Company or enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequence of ownership of any Shares or offer to or agree to do any of the foregoing or have any intention to do so.

Undertakings by our Controlling Shareholders

In accordance with Rule 10.07(1) of the Listing Rules, our Controlling Shareholders have, irrevocably and unconditionally, undertaken to the Stock Exchange and our Company that except pursuant to the Global Offering (including pursuant to the exercise of the Over-allotment Option) and the Stock Borrowing Agreement (where applicable), he/she/it shall not, and shall procure that the relevant registered holder(s) shall not:

- (a) at any time during the First Six-Month Period, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares in respect of which he/she/it is shown by this prospectus to be the beneficial owner(s); and
- (b) at any time during the Second Six-Month Period, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares referred to in paragraph (a) above if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, he/she/it would cease to be our Controlling Shareholder (as defined in the Listing Rules) or Controlling Shareholders of a member of our Group or would together with the other Controlling Shareholders cease to be, or regarded as, a group of Controlling Shareholders (as defined in the Listing Rules) of our Company.

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In accordance with Note (3) to Rule 10.07(2) of the Listing Rules, each of our Controlling Shareholders, irrevocably and unconditionally, have further undertaken to the Stock Exchange and our Company that, within a period commencing on the date by reference to which disclosure of his/her/its shareholding in our Company is made in this prospectus and ending on the date which is 12 months from the Listing Date, he/she/it will:

- (a) when he/she/it pledges or charges any Shares or securities of our Company beneficially owned by him/her/it, whether directly or indirectly, in favour of an authorised institution pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, immediately inform our Company in writing of such pledge or charge together with the number of Shares or securities of our Company so pledged or charged; and
- (b) if he/she/it receives indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged Shares or securities of our Company beneficially owned by us will be disposed of, immediately inform our Company of such indications.

We will also inform the Stock Exchange as soon as we have been informed of the above matters by the Controlling Shareholders and make a public disclosure in relation to such information by way of an announcement.

INTERNATIONAL UNDERWRITERS

Soochow Securities International Brokerage Limited

Bonus Eventus Securities Limited

China Galaxy International Securities (Hong Kong) Co., Limited

Eddid Securities and Futures Limited

Elstone Securities Limited

First Shanghai Securities Limited

Fosun International Securities Limited

Futu Securities International (Hong Kong) Limited

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Luk Fook Securities (HK) Limited

Plutus Securities Limited

Sinomax Securities Limited

Sunhigh Financial Holdings Limited

VBG Capital Limited

Wealth Link Securities Limited

Zhongtai International Securities Limited

ZMF Asset Management Limited

International Offering

In connection with the International Offering, it is expected that our Company will enter into the International Underwriting Agreement with the Sole Sponsor, the Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the International Underwriters, on terms and conditions that are substantially similar to the Hong Kong Underwriting Agreement as described above and on the additional terms described below.

Under the International Underwriting Agreement, subject to the conditions set out therein, the International Underwriters would, subject to certain conditions, severally, but not jointly, agree to procure subscribers for the International Offer Shares initially being offered pursuant to the International Offering (excluding, for the avoidance of doubt, the Offer Shares which are subject to the Over-allotment Option). The International Underwriting Agreement may be terminated on similar grounds as the Hong Kong Underwriting Agreement. Potential investors shall be reminded that in the event that the International Underwriting Agreement is not entered into, the Global Offering will not proceed.

The International Underwriting Agreement is conditional on and subject to the Hong Kong Underwriting Agreement having been executed, becoming unconditional and not having been terminated. Pursuant to the International Underwriting Agreement, our Company will make similar undertakings as those given pursuant to the Hong Kong Underwriting Agreement as described in the subsection headed “Undertakings to the Hong Kong Underwriters — Undertakings by our Company” in this section of the prospectus.

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Commission and Expenses

The Hong Kong Underwriters will, and the International Underwriters are expected to, receive a commission of 6.0% of the aggregate Offer Price of all the Offer Shares (including any Offer Shares to be issued pursuant to the exercise of the Over-allotment Option) of the aggregate Offer Price payable for the Offer Shares underwritten by them, out of which they shall pay any sub-underwriting commissions (the “**Fixed Fees**”). The amount of underwriting commission is estimated to be approximately HK\$13.7 million⁽¹⁾ (based on the mid-point of our indicative Offer Price range).

Assuming the Over-allotment Option is not exercised and based on an Offer Price of HK\$1.20 per Offer Share (being the mid-point of the stated range of the Offer Price between HK\$1.05 and HK\$1.35 per Offer Share), the aggregate commissions and estimated expenses, together with the Stock Exchange listing fee, SFC transaction levy, AFRC transaction levy, Stock Exchange trading fee, legal and other professional fees, printing and other fees and expenses relating to the Global Offering, are estimated to amount in aggregate to approximately HK\$47.0 million in total and are payable by us, save for such underwriting commissions, fees and expenses relating to the sale of the Sale Shares by the Selling Shareholder which will be borne by the Selling Shareholder.

The Selling Shareholder will pay underwriting commission, brokerage, SFC transaction levy, AFRC transaction levy and Stock Exchange trading fee and any stamp or capital duty (if any) or premium duty (if any) in respect of the Sale Shares.

Our Company may, at our sole and absolute discretion, pay to the Overall Coordinator (for itself and on behalf of the Underwriters) for its respective account an incentive fee up to 2.0% of the Offer Price for each Offer Share (the “**Discretionary Fees**”).

Assuming the Discretionary Fees are paid in full, the ratio of the Fixed Fees and Discretionary Fees payable is 75:25. Moreover, according to the terms and conditions of the Underwriting Agreements, the Overall Coordinator shall be entitled to 6.0% of the total Discretionary Fees to be paid by our Company.

Note:

- (1) The amount of approximately HK\$13.7 million is calculated assuming a commission of 6.0% is payable by our Company to Hong Kong Underwriters and International Underwriters.

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Assuming the Over-allotment Option is not exercised, the underwriting commission, documentation and advisory fee, listing fees, the Stock Exchange trading fee, the SFC transaction levy, the AFRC transaction levy, legal and other professional fees together with printing and other expenses relating to the Global Offering, assuming an Offer Price of HK\$1.20 (being the mid-point of the indicative Offer Price range), are estimated to amount to approximately HK\$47.0 million in total, and are payable by our Company.

OVERALL COORDINATOR'S AND UNDERWRITERS' INTEREST IN OUR COMPANY

The Overall Coordinator and the other Underwriters will receive underwriting commissions. Particulars of these underwriting commissions and expenses are set out under the subsection headed "Commission and expenses" above in this section.

We have agreed to appoint Soochow Securities International Capital Limited as our compliance adviser pursuant to Rule 3A.19 of the Listing Rules for the period commencing on the Listing Date and ending on the date on which our Company complies with Rule 13.46 of the Listing Rules in respect of the despatch of our annual report for the first full financial year commencing after the Listing Date.

Save as disclosed above, none of the Underwriters is interested legally or beneficially in shares of any members of our Group or has any right or option (whether legally enforceable or not) to subscribe for or purchase or to nominate persons to subscribe for or purchase securities in any members of our Group nor any interest in the Global Offering.

SOLE SPONSOR'S INDEPENDENCE

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

MINIMUM PUBLIC FLOAT

Our Directors will ensure that there will be a minimum of 25.0% of the total issued Shares held in public hands in accordance with Rule 8.08 of the Listing Rules after completion of the Global Offering.