

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### A. FURTHER INFORMATION ABOUT OUR GROUP

#### 1. Incorporation

Our Company was incorporated under the laws of the British Virgin Islands on April 30, 2008 as a business company with limited liability under the name of Dash Brands Ltd. On September 13, 2021, our Company changed its name to DPC Dash Ltd (达势股份有限公司). Upon incorporation, our Company was authorized to issue a maximum of 50,000 Shares.

Our registered office address is at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. Accordingly, our Company’s corporate structure and Memorandum and Articles of Association are subject to the relevant laws of the British Virgin Islands. A summary of our Memorandum and Articles of Association is set out in Appendix III to this document.

Our registered place of business in Hong Kong is at 46/F, Hopewell Centre, 183 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 26, 2022 with the Registrar of Companies in Hong Kong. Ms. Po Yi Fok 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 46/F, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong.

#### 2. Issued Shares of our Company

The following sets out the details of shares in our Company that have been issued within the two years immediately preceding the date of this document:

- (a) On October 21, 2020, our Company issued 617,647 Ordinary Shares with a par value of US\$1.00 each to Good Taste Limited in lieu of guarantee fee.
- (b) On January 29, 2021, our Company issued 8,142,631 Senior Ordinary Shares with a par value of US\$1.00 each in lieu of director service fee.
- (c) On July 20, 2021, our Company issued 261,903 Ordinary Shares with a par value of US\$1.00 each in lieu of director service fee.
- (d) On November 9, 2021, our Company issued 617,647 Ordinary Shares with a par value of US\$1.00 each to Good Taste Limited in lieu of guarantee fee.
- (e) On November 30, 2021, our Company issued 4,023,785 Ordinary Shares with a par value of US\$1.00 each to various employees of the Group pursuant to vesting of restricted share units.
- (f) On December 10, 2021, our Company issued 1,306,842 2021 Senior Ordinary Shares with a par value of US\$1.00 each to Domino’s Pizza LLC for a total consideration of US\$9,082,552.

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- (g) On December 10, 2021, our Company issued 3,729,130 Ordinary Shares with a par value of US\$1.00 each to D1 SPV Master Holdco I (Hong Kong) Limited for a total consideration of US\$25,917,454.
- (h) On December 10, 2021, our Company issued 2,158,273 Ordinary Shares with a par value of US\$1.00 each to SMALLCAP World Fund, Inc. for a total consideration of US\$15,000,000.
- (i) On July 20, 2022, our Company issued 471,728 Ordinary Shares with a par value of US\$1.00 each in lieu of director service fee and pursuant to vesting of restricted share units.
- (j) On October 6, 2022, our Company issued 53,955 Ordinary Shares with a par value of US\$1.00 each to various directors of the Company pursuant to vesting of restricted share units.

Save as disclosed above and in “– Resolutions of our Shareholders Dated [●]” below, there has been no issue of shares of our Company within the two years immediately preceding the date of this document.

### 3. Changes in the share capital of members of our Group

A summary of the corporate information and the particulars of our subsidiaries are set out in note 16 to the Accountant’s Report as set out in Appendix I to this document.

The following sets out the changes in the share or registered capital of members of our Group within the two years immediately preceding the date of this document:

- On June 11, 2020, the registered capital of Beijing Pizzavest Fast Food Co., Ltd. (北京達美樂比薩餅有限公司) was increased from US\$16.25 million to US\$20 million.
- On February 26, 2021, the registered capital of Shenzhen Pizzavest Fast Food Co., Ltd. (深圳達美樂餐飲管理有限公司) was increased from RMB100 million to RMB200 million.
- On October 26, 2021, the registered capital of Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司) was increased from US\$50 million to US\$134 million.
- Domino’s Pizza (Zhongshan) Co., Ltd. (達美樂比薩(中山)有限公司) was established on August 29, 2022 with a registered share capital of RMB10 million.
- Domino’s Pizza (Zhuhai) Co., Ltd. (達美樂比薩(珠海)有限公司) was established on September 21, 2022 with a registered share capital of RMB10 million.

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- Beijing Domino’s Food Co., Ltd. (北京達美樂食品有限公司) was established on September 26, 2022 with a registered share capital of RMB10 million.

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

### 4. Resolutions of our Shareholders dated [●]

Resolutions of our Shareholders were passed on [●], pursuant to which, among others, conditional upon the conditions of the [REDACTED] (as set out in this document) being fulfilled:

- (a) the Memorandum and the Articles were approved and adopted conditionally effective on and immediately prior to the [REDACTED] on the [REDACTED];
- (b) the [REDACTED], [REDACTED] and [REDACTED] were approved, and our Directors were authorized to negotiate and agree the [REDACTED] and to allot and issue the [REDACTED] (including pursuant to the [REDACTED]);
- (c) a general mandate (the “**Sale Mandate**”) was granted to our Directors to allot, issue and deal with any Shares or securities convertible into Shares and to make or grant offers, agreements or options which would or might require Shares to be allotted, issued or dealt with, provided that the number of Shares so allotted, issued or dealt with or agreed to be allotted, issued or dealt with by our Directors, shall not exceed [20]% of the total number of Shares in issue immediately following the completion of [REDACTED];
- (d) a general mandate (the “**Repurchase Mandate**”) was granted to our Directors to repurchase our own Shares on the Stock Exchange or on any other stock exchange on which the securities of our Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, such number of Shares as will represent up to [10]% of the total number of Shares in issue immediately following completion of the [REDACTED];
- (e) the Sale Mandate was extended by the addition to the total number of Shares which may be allotted and issued or agreed to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the total number of the Shares purchased by our Company pursuant to the Repurchase Mandate, provided that such extended amount shall not exceed [10]% of the total number of the Shares in issue immediately following completion of the [REDACTED].]

Each of the general mandates referred to above will remain in effect until the earliest of:

- the conclusion of the next annual general meeting of our Company unless, by resolution of members passed at that meeting, the authority is renewed, either unconditionally or subject to condition;

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- the expiration of the period within which the next annual general meeting of our Company is required to be held under any applicable laws of the British Virgin Islands or the memorandum and the articles of association of our Company; and
- the passing of resolution of members by our Shareholders in a general meeting revoking or varying the authority.

### **5. Explanatory statement on repurchase of our own securities**

The following summarizes restrictions imposed by the Listing Rules on share repurchases by a company listed on the Stock Exchange and provides further information about the repurchase of our own securities.

#### *Shareholders' approval*

A listed company whose primary listing is on the Stock Exchange may only purchase its shares on the Stock Exchange, either directly or indirectly, if: (i) the shares proposed to be purchased are fully-paid up, and (ii) its shareholders have given a specific approval or general mandate by way of an ordinary resolution of shareholders.

#### *Size of mandate*

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately following completion of the [REDACTED], could accordingly result in up to approximately [REDACTED] Shares being repurchased by our Company.

The total number of shares which a listed company may repurchase on the Stock Exchange may not exceed 10% of the number of issued shares as at the date of the shareholder approval.

#### *Reasons for repurchases*

Our Directors believe that it is in the best interests of our Company and Shareholders for our Directors to have general authority from the Shareholders to enable our Company to repurchase Shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made where our Directors believe that such repurchases will benefit our Company and Shareholders.

#### *Source of funds*

Purchases must be funded out of funds legally available for the purpose in accordance with the Memorandum and Articles of Association and the applicable laws and regulations of the British Virgin Islands.

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Our Company shall not purchase its own Shares on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time.

Any purchases by our Company may be made out of any source of funds provided that the Directors are satisfied that, immediately after the purchases, the value of the Company's assets exceeds its liabilities and the Company is able to pay its debts as they fall due.

### *Suspension of repurchase*

A listed company shall not repurchase its shares on the Stock Exchange at any time after inside information has come to its knowledge until the information is made publicly available. In particular, during the period of one month immediately preceding the earlier of: (a) 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 the company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (b) the deadline for the issuer to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), until the date of the results announcement, the company may not repurchase its shares on the Stock Exchange unless there are exceptional circumstances.

### *Trading restrictions*

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

A listed company may not repurchase its shares if that repurchase would result in the number of listed securities which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange.

### *Status of repurchased Shares*

The listing of all repurchased shares (whether through the Stock Exchange or otherwise) shall be automatically cancelled and the relevant documents of title must be cancelled and destroyed as soon as reasonably practicable.

### *Close associates and core connected persons*

None of our Directors or, to the best of their knowledge having made all reasonable enquiries, any of their close associates have a present intention, in the event the Repurchase Mandate is approved, to sell any Shares to our Company.

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No core connected person of our Company has notified our Company that they have a present intention to sell Shares to our Company, or have undertaken to do so, if the Repurchase Mandate is approved.

A listed company shall not knowingly purchase its shares on the Stock Exchange from a core connected person (namely a director, chief executive or substantial shareholder of the company or any of its subsidiaries, or a close associate of any of them), and a core connected person shall not knowingly sell their interest in shares of the company to it.

### *Takeover implications*

If, as a result of any repurchase of Shares, a Shareholder's proportionate interest in the voting rights of our Company increases, such increase will be treated as an acquisition for the purposes of 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, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

### *General*

If the Repurchase Mandate were to be carried out in full at any time, there may be a material adverse impact on our working capital or gearing position (as compared with the position disclosed in our most recent published audited accounts). However, our Directors do not propose to exercise the Repurchase Mandate to such an extent as would have a material adverse effect on our working capital or gearing position.

Our Directors have undertaken to the Stock Exchange to exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws in the British Virgin Islands.

We have not made any repurchases of our Shares in the previous six months.

## **B. FURTHER INFORMATION ABOUT OUR BUSINESS**

### **1. Summary of material contracts**

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

[REDACTED]

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**2. Intellectual property rights**

Save as disclosed below, as of the Latest Practicable Date, there were no other trademarks, service marks, patents, intellectual property rights, or industrial property rights which are or may be material in relation to our business.



*Trademarks registered in China*

As at the Latest Practicable Date, we had registered to use the following trademarks in China which we consider to be or may be material to our business:

No.	Trademark	Registered Owner	Place of Registration	Class	Registered number	Expiry date
1.		Beijing Pizzavest Fast Food Co., Ltd., Shanghai Pizzavest Fast Food Co., Ltd. (北京達美樂比薩餅有限公司、上海達美樂比薩有限公司)	China	30	13517166	2025.02.06

*Trademarks licensed to use in China*

As at the Latest Practicable Date, we have been licensed to use the following trademarks in China which we consider to be or may be material to our business:

No.	Trademark	Place of Registration	Class	Registered number	Expiry date
1.		China	30	9672969	2032.08.13
2.		China	30	531211	2030.10.19
3.		China	43	9672970	2032.08.06
4.		China	29	7993733	2024.07.13
5.		China	35	7993732	2024.01.20

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No.	Trademark	Place of Registration	Class	Registered number	Expiry date
6.		China	35	8977573	2024.01.13
7.		China	39	7993731	2031.02.27
8.		China	43	9672968	2032.08.06
9.		China	30	822991	2026.03.13
10.		China	42	1147779	2028.01.27
11.		China	29	7993751	2031.07.06
12.		China	35	8977574	2025.08.27
13.		China	35	7993735	2023.02.27
14.		China	39	7993734	2031.03.27
15.		China	30	9672971	2032.08.13
16.		China	30, 35, 43	85635734	2032.06.18



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*Copyrights*

As at the Latest Practicable Date, we had registered the following copyrights which we consider to be or may be material to our business:

No.	Copyright	Version	Registration number	Registration date
1.	Domino’s ordering system (for iOS)	3.0.0	Ruan Zhu Deng Zi No. 7034010	March 1, 2021
2.	Domino’s ordering mini program	3.0.0	Ruan Zhu Deng Zi No. 6891888	January 29, 2021
3.	Domino’s baby kitchen system	3.0.0	Ruan Zhu Deng Zi No. 6891890	January 29, 2021
4.	Domino’s member points mall system	3.0.0	Ruan Zhu Deng Zi No. 6889948	January 29, 2021
5.	Domino’s financial reconciliation system	3.0.0	Ruan Zhu Deng Zi No. 6892282	January 29, 2021
6.	Domino’s ordering system (for WEB)	3.0.0	Ruan Zhu Deng Zi No. 6892285	January 29, 2021
7.	Domino’s message center management system	3.0.0	Ruan Zhu Deng Zi No. 6892283	January 29, 2021
8.	Domino’s ordering system (for WeChat)	3.0.0	Ruan Zhu Deng Zi No. 6891889	January 29, 2021
9.	Domino’s member management system	3.0.0	Ruan Zhu Deng Zi No. 6892284	January 29, 2021
10.	Domino’s customer management system	3.0.0	Ruan Zhu Deng Zi No. 7183183	March 29, 2021
11.	Domino’s electronic invoice system	3.0.0	Ruan Zhu Deng Zi No. 7183209	March 29, 2021
12.	Domino’s 3PP order management system	3.0.0	Ruan Zhu Deng Zi No. 7155635	March 23, 2021
13.	Domino’s raffle system	3.0.0	Ruan Zhu Deng Zi No. 7155634	March 23, 2021
14.	Domino’s store marketing system	3.0.0	Ruan Zhu Deng Zi No. 7155654	March 23, 2021
15.	Domino’s middle platform system	3.0.0	Ruan Zhu Deng Zi No. 7155752	March 23, 2021
16.	Domino’s ordering system (for Android)	3.0.0	Ruan Zhu Deng Zi No. 7686039	June 29, 2021

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*Patents*

As at the Latest Practicable Date, we had applied for the registration of the following patents in the PRC which we consider to be or may be material to our business:

No.	Patent	Applicant	Application Number	Application date
1.	Serving Basket	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	ZL202030233992.9	May 20, 2020

*Domain names*

As at the Latest Practicable Date, we owned the following domain names which we consider to be or may be material to our business:

No.	Domain name	Registered owner	Expiry date
1.	dashdpc.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	September 2, 2024
2.	dpcdash.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	August 31, 2024
3.	dominospizzadiy.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	April 26, 2027
4.	dominospizzachina.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	March 26, 2027
5.	4001597597.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	February 28, 2027
6.	4008597597.com	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	November 18, 2027
7.	dominos.com.cn	Shanghai Pizzavest Fast Food Co., Ltd. (上海達美樂比薩有限公司)	October 22, 2029

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### C. FURTHER INFORMATION ABOUT OUR DIRECTORS

#### 1. Particulars of Directors' service contracts and appointment letters

##### *Executive Directors*

Our executive Director entered into a service contract with our Company on [●]. The term of appointment shall be for an initial term of three years from the [REDACTED] or until the third annual general meeting of our Company after the [REDACTED], whichever is sooner (subject to retirement as and when required under the Articles of Association). Either party may terminate the agreement by giving not less than three months' written notice.

The annual director's fees of our executive Director payable by us under the service contract is [●].

##### *Non-executive Directors*

Each of our non-executive Directors entered into an appointment letter with our Company on [●]. The term of appointment shall be for an initial term of three years from the [REDACTED] or until the third annual general meeting of our Company after the [REDACTED], whichever is sooner (subject to retirement as and when required under the Articles of Association). Either party may terminate the agreement by giving not less than three months' written notice.

The annual director's fees of our non-executive Directors payable by us under their respective appointment letters is [●].

##### *Independent non-executive Directors*

Each of our independent non-executive Directors entered into an appointment letter with our Company on [●]. The term of appointment shall be for an initial term of three years from the [REDACTED] or until the third annual general meeting of our Company after the [REDACTED], whichever is sooner (subject to retirement as and when required under the Articles of Association). Either party may terminate the agreement by giving not less than three months' written notice.

The annual director's fees of our independent non-executive Directors payable by us under their respective appointment letters is [●].

#### 2. Remuneration of Directors

- (a) Save as disclosed above, none of our Directors has or is proposed to have a service contract with any member of our Group other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).

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- (b) The aggregate amount of remuneration paid and benefits in kind granted to our Directors by our Group in respect of for each of the years ended December 31, 2019, 2020 and 2021 and for the six months ended June 30, 2022 was approximately RMB16.6 million, RMB28.9 million, RMB60.0 million and RMB28.7 million, respectively.
- (c) Under the arrangements currently in force, we estimate that the aggregate remuneration payable to, and benefits in kind receivable by, our Directors by any member of our Group in respect of the year ended December 31, 2022 is approximately RMB[14.6] million.

**3. Disclosure of interests**

*Interests and short positions of our Directors in the shares of our Company or our associated corporations following completion of the [REDACTED]*

Immediately following completion of the [REDACTED], the interests or short positions of our Directors and chief executives in the shares, underlying shares and debentures of our Company or our associated corporations (within the meaning of Part XV of the SFO), which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he/she 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 in the register referred to therein, or which will be required, pursuant to the ‘Model Code for Securities Transactions by Directors of Listed Issuers’ contained in the Listing Rules, to be notified to our Company and the Stock Exchange are set out below:

Name of director	Nature of interest	Number of Shares	Approximate percentage of interest in our Company immediately after the [REDACTED] <sup>(1)</sup>
Aileen Wang	Beneficial owner	250,012 (L) <sup>(2)</sup>	[REDACTED]
	Interest in controlled corporation	999,698 (L) <sup>(3)</sup>	[REDACTED]
Frank Paul Krasovec	Beneficial owner	2,625,607 (L) <sup>(4)</sup>	[REDACTED]
	Interest in controlled corporation	128,452 (L) <sup>(5)</sup>	[REDACTED]

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<b>Name of director</b>	<b>Nature of interest</b>	<b>Number of Shares</b>	<b>Approximate percentage of interest in our Company immediately after the [REDACTED]<sup>(1)</sup></b>
James Leslie Marshall	Beneficial owner	32,373 (L) <sup>(6)</sup>	[REDACTED]
	Interest in controlled corporations/founder of a discretionary trust/beneficiary of a trust	43,094,901 (L) <sup>(7)</sup>	[REDACTED]
Zohar Ziv	Beneficial owner	921,791 (L) <sup>(4)</sup>	[REDACTED]
Matthew James Ridgwell	Beneficial owner	476,985 (L) <sup>(4)</sup>	[REDACTED]
David Brian Barr	Beneficial owner	500,637 (L) <sup>(4)</sup>	[REDACTED]
Samuel Chun Kong Shih	Beneficial owner	66,454 (L) <sup>(4)</sup>	[REDACTED]
	Interest of spouse	124,536(L) <sup>(8)</sup>	[REDACTED]
Lihong Wang	Beneficial owner	44,475 (L) <sup>(4)</sup>	[REDACTED]

*Notes:*

- (1) Assuming the [REDACTED] is not exercised and no Shares are issued under the Share Incentive Plans.
- (2) Represents the Shares underlying the RSUs granted to Ms. Aileen Wang under the 2021 Plan which will vest on the [REDACTED].
- (3) Represents Shares held by Molybdenite Holding Limited, a company wholly owned by Ms. Wang.
- (4) Including 21,582 Shares underlying the RSUs granted to each of Mr. Krasovec, Mr. Ziv, Mr. Ridgwell, Mr. Barr, Mr. Shih and Ms. Lihong Wang under the 2021 Plan.
- (5) Represents Shares held by FPK Dash, LLC, which a company controlled by Mr. Krasovec.
- (6) Represents the Shares underlying the RSUs granted to Mr. Marshall under the 2021 Plan.
- (7) Represents Shares held by Good Taste Limited, which is a wholly-owned by Ocean Investments Limited, the entire interest of which is in turn held by a trust established for the benefit for Mr. Marshall and his spouse.
- (8) Ms. Laura Christine Tong, the spouse of Mr. Shih, holds 124,536 Shares. Mr. Shih is deemed to be interested in the Shares held by Ms. Tong.

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### *Interests and short positions disclosable under Divisions 2 and 3 of Part XV of the SFO*

For information, so far as is known to our Directors or chief executive, of each person, other than our Director or chief executive, who immediately following completion of the [REDACTED] will have an interest or short position in the Shares or underlying shares of our Company which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or, is, directly or indirectly, interested in 10% or more of the issued voting shares of any other member of our Group, see “Substantial shareholders”.

## D. SHARE INCENTIVE PLANS

### 1. The 2021 Plan

#### *Summary*

The following is a summary of the principal terms of the 2021 Plan of the Company as approved and adopted by our Board on January 1, 2021. The 2021 Plan does not involve the grant of any share options after [REDACTED] and is not subject to the provisions of Chapter 17 of the Listing Rules.

#### *(a) Purpose*

The purpose of the 2021 Plan is to promote the success and enhance the value of the Company by providing a means through which the Company may grant equity-based incentives to attract, motivate, retain and reward certain employees, to facilitate cash mobility of the Company and to align the interests of the employees with the Shareholders.

#### *(b) Participants*

Those eligible to participate in the 2021 Plan include directors, employees and consultants of the Company or any subsidiary of the Company (the “**Participants**”). The Committee (as defined below) may, subject to specific designation in the 2021 Plan, designate Participants to receive restricted share units (“**RSUs**”) or other types of award approved by the Committee (the “**Award**”).

#### *(c) Maximum number of Shares*

The maximum aggregate number of Shares under the 2021 Plan which may be issued is 7,000,000 ordinary shares.

#### *(d) Administration*

The 2021 Plan shall be administered by the Board or a committee of one or more members of the Board and/or one or more executive officers of the Company (the “**Committee**”).

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In relation to the 2021 Plan, subject to any specific designation thereunder, the Committee shall have the exclusive power, authority and discretion to:

- (i) designate Participants to receive Awards;
- (ii) determine the type or types of Awards to be granted to each Participant;
- (iii) determine the number of Awards to be granted and the number of Shares to which an Award will relate;
- (iv) determine the terms and conditions of any Award granted pursuant to the 2021 Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;
- (v) determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;
- (vi) prescribe the form of each Award Agreement (as defined in sub-paragraph (e) below), which need not be identical for each Participant;
- (vii) decide all other matters that must be determined in connection with an Award;
- (viii) establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the 2021 Plan;
- (ix) interpret the terms of, and any matter arising pursuant to, the 2021 Plan or any Award Agreement;
- (x) amend the terms and conditions of Award Agreements; and
- (xi) make all other decisions and determinations that may be required pursuant to the 2021 Plan or as the Committee deems necessary or advisable to administer the 2021 Plan, including design and adopt from time to time new types of Awards that are in compliance with applicable laws.

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### *(e) Grant of Awards*

The Committee is authorized to grant Awards in the form of restricted share units or other types of award approved by the Committee to Participants in accordance with the terms of the 2021 Plan. Awards granted will be evidenced by a written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium ("**Award Agreement**") between the Company and the grantee.

### *(f) Term of the 2021 Plan*

The 2021 Plan commenced on January 1, 2021 and shall continue in effect for a term of 10 years unless sooner terminated under the terms of the 2021 Plan.

### *(g) Restricted Share Units*

#### *(i) Form and Timing of Payment*

At the time of grant, the Committee shall specify the date or dates on which the restricted share units shall become fully vested and nonforfeitable. Upon vesting, the Committee, in its sole discretion, may pay restricted share units in the form of cash, Shares or a combination thereof.

#### *(ii) Forfeiture or Repurchase*

Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, restricted share units that are at that time unvested shall be forfeited or repurchased in accordance with the Award Agreement; provided, however, the Committee may (a) provide in any Award Agreement that restrictions or forfeiture and repurchase conditions relating to the restricted share units will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to the restricted share units.

#### *(iii) Limits on Transfer*

Unless otherwise expressly agreed by the Board or the Committee in writing, by applicable law and by the Award Agreement, as the same may be amended: (a) all Awards are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge; (b) Awards will be exercised only by the Participant; and (c) amounts payable or shares issuable pursuant to an Award will be delivered only to (or for the account of), and, in the case of Shares, registered in the name of, the Participant. In addition, the



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shares shall be subject to the restrictions set forth in the applicable Award Agreement. Subject to applicable laws, the Company shall also have the right, but not the obligation, to repurchase from the Participant all the Shares acquired upon vesting of the restricted share units at a reasonable fair market value determined in good faith by the Board or the Committee in accordance with the Award Agreement.

### *(h) Adjustments*

In the event of any dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the shares of Shares or the share price of a Share, the Committee shall make such proportionate adjustments, if any, as the Committee in its discretion may deem appropriate to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the 2021 Plan (including, but not limited to, adjustments of the limitations set out in the 2021 Plan); (b) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (c) the grant or exercise price per share for any outstanding Awards under the 2021 Plan.

### *(i) Amendment, Modification, and Termination*

The Board may at any time and from time to time terminate, amend or modify the 2021 Plan, provided, however, that (a) to the extent necessary and desirable to comply with applicable laws or stock exchange rules, the Company shall obtain shareholder approval of any 2021 Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice, and (b) unless the Company decides to follow home country practice, shareholder approval is required for any amendment to the 2021 Plan that increases the number of Shares available under the 2021 Plan (other than any adjustment as set out in sub-paragraph (j) above) or permits the Committee to extend the term of the 2021 Plan.

### ***RSUs granted under the 2021 Plan***

As of the Latest Practicable Date, the number of underlying Shares pursuant to the outstanding RSUs granted under the 2021 Plan amounted to [1,218,345] Shares, representing approximately [REDACTED]% of the issued Shares immediately following the completion of the [REDACTED]. Of the [1,218,345] RSUs, none have vested as of the Latest Practicable Date.

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The table below shows the details of the outstanding RSUs granted under the 2021 Plan as of the Latest Practicable Date:

Grantees	Date of grant	Vesting Period	Number of Shares underlying the RSUs	Approximate % of issued Shares immediately after completion of the [REDACTED]
Aileen Wang	April 30, 2022	Upon [REDACTED] Date	250,012	[REDACTED]
Frank Paul Krasovec	July 7, 2022	1 year	21,582	[REDACTED]
James Leslie Marshall	July 7, 2022	1 year	32,373	[REDACTED]
Zohar Ziv	July 7, 2022	1 year	21,582	[REDACTED]
Matthew James Ridgwell	July 7, 2022	1 year	21,582	[REDACTED]
David Brian Barr	July 7, 2022	1 year	21,582	[REDACTED]
Samuel Chun Kong Shih	July 7, 2022	1 year	21,582	[REDACTED]
Lihong Wang	July 7, 2022	1 year	21,582	[REDACTED]
3 other grantees (who are not Directors)	April 30, 2022	Upon [REDACTED] Date to 47 months	806,468	[REDACTED]
		Total:	1,218,345	[REDACTED]

**2. The 2022 Pre-[REDACTED] Plan**

*Summary*

The following is a summary of the principal terms of the 2022 Pre-[REDACTED] Plan of the Company as approved and adopted by our Board on September 9, 2022. The 2022 Pre-[REDACTED] Plan does not involve the grant of any share options or awards after [REDACTED] and is not subject to the provisions of Chapter 17 of the Listing Rules.

*(a) Purpose*

The purpose of the 2022 Pre-[REDACTED] Plan is to promote the success and enhance the value of the Company by linking the personal interests of the directors, employees, and consultants to those of the Company’s shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to the Company’s shareholders.

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*(b) Participants*

Those eligible to participate in the 2022 Pre-[REDACTED] Plan include directors, employees and consultants of the Company or any subsidiary of the Company (the "**Participants**"). The Committee (as defined below) may, subject to specific designation in the 2022 Pre-[REDACTED] Plan, designate Participants to receive share options or other types of award approved by the Committee (the "**Award**").

*(c) Maximum number of Shares*

The maximum aggregate number of Shares under the 2022 Pre-[REDACTED] Plan which may be issued is 8,000,000 Shares.

*(d) Administration*

The 2022 Pre-[REDACTED] Plan shall be administered by the Board or a committee of one or more members of the Board and/or one or more executive officers of the Company (the "**Committee**").

In relation to the 2022 Pre-[REDACTED] Plan, subject to any specific designation thereunder, the Committee shall have the exclusive power, authority and discretion to:

- (i) designate Participants to receive Awards;
- (ii) determine the type or types of Awards to be granted to each Participant;
- (iii) determine the number of Awards to be granted and the number of Shares to which an Award will relate;
- (iv) determine the terms and conditions of any Award granted pursuant to the 2022 Pre-[REDACTED] Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;
- (v) determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;
- (vi) prescribe the form of each Award Agreement (as defined in sub-paragraph (e) below), which need not be identical for each Participant;

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- (vii) decide all other matters that must be determined in connection with an Award;
- (viii) establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the 2022 Pre-[REDACTED] Plan;
- (ix) interpret the terms of, and any matter arising pursuant to, the 2022 Pre-[REDACTED] Plan or any Award Agreement;
- (x) amend the terms and conditions of Award Agreements; and
- (xi) make all other decisions and determinations that may be required pursuant to the 2022 Pre-[REDACTED] Plan or as the Committee deems necessary or advisable to administer the 2022 Pre-[REDACTED] Plan, including design and adopt from time to time new types of Awards that are in compliance with applicable laws.

*(e) Grant of Awards*

The Committee is authorized to grant Awards in the form of share options or other types of award approved by the Committee to Participants in accordance with the terms of the 2022 Pre-[REDACTED] Plan. Awards granted will be evidenced by a written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium ("Award Agreement") between the Company and the grantee.

*(f) Term of the 2022 Pre-[REDACTED] Plan*

The 2022 Pre-[REDACTED] Plan commenced on September 9, 2022 and shall continue in effect for a term of 10 years unless sooner terminated under the terms of the 2022 Pre-[REDACTED] Plan.

*(g) Options*

The exercise price per Share subject to an option shall be determined by the Committee and set forth in the Award Agreement which may be a fixed price related to the fair market value of the Shares. The exercise price per Share subject to an option may be amended or adjusted in the absolute discretion of the Committee, the determination of which shall be final, binding and conclusive. The Committee shall determine the methods by which the exercise price of an option may be paid.

The Committee shall determine the time or times at which an option may be exercised in whole or in part, including exercise prior to vesting; provided that the exercise term of any option granted under the plan shall not exceed ten years, except as otherwise determined by the Committee. The Committee shall also determine any conditions, if any, that must be satisfied before all or part of an option may be exercised.

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### *(h) Adjustments*

In the event of any dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the shares of Shares or the share price of a Share, the Committee shall make such proportionate adjustments, if any, as the Committee in its discretion may deem appropriate to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the 2022 Pre-[REDACTED] Plan (including, but not limited to, adjustments of the limitations set out in the 2022 Pre-[REDACTED] Plan); (b) the terms and conditions of any outstanding Awards; and (c) the grant or exercise price per share for any outstanding Awards under the 2022 Pre-[REDACTED] Plan.

### *(i) Amendment, Modification, and Termination*

The Board may at any time and from time to time terminate, amend or modify the 2022 Pre-[REDACTED] Plan, provided, however, that (a) to the extent necessary and desirable to comply with applicable laws or stock exchange rules, the Company shall obtain shareholder approval of any 2022 Pre-[REDACTED] Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice, and (b) unless the Company decides to follow home country practice, shareholder approval is required for any amendment to the 2022 Pre-[REDACTED] Plan that increases the number of Shares available under the 2022 Pre-[REDACTED] Plan (other than any adjustment as set out in sub-paragraph (j) above) or permits the Committee to extend the term of the 2022 Pre-[REDACTED] Plan.

### *Awards Granted under the 2022 Pre-[REDACTED] Plan*

As of the Latest Practicable Date, no option has been granted pursuant to the 2022 Pre-[REDACTED] Plan.

## **E. OTHER INFORMATION**

### **1. Estate duty**

Our Directors have been advised that no material liability for estate duty is likely to fall upon any member of our Group.

### **2. Litigation**

Save as disclosed under “Business – Legal proceedings and compliance,” no member of our Group is engaged in any litigation, arbitration or claim of material importance, and no litigation, arbitration or claim of material importance is known to our Directors to be pending or threatened by or against our Company that would have a material adverse effect on our Company’s results of operations or financial condition.

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### 3. Sole Sponsor

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

The Sole Sponsor will receive an aggregate of [US\$500,000] for acting as the sponsor for the [REDACTED].

### 4. Consent of experts

This document contains statements made by the following experts:

<b>Name</b>	<b>Qualification</b>
Merrill Lynch (Asia Pacific) Limited	A licensed corporation under the SFO for type 1 (dealing in securities), type 4 (advising on securities), type 5 (advising on futures contracts) and type 6 (advising on corporate finance) of the regulated activities as defined under the SFO
JunHe LLP	Qualified PRC lawyers
Maples and Calder (Hong Kong) LLP	Legal Advisor to our Company as to the laws of BVI
PricewaterhouseCoopers	Certified Public Accountants under Professional Accountants Ordinance (Chapter 50 of the Laws of Hong Kong) Registered Public Interest Entity Auditor under Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong)
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Industry consultant

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

Each of the experts named above have given and have not withdrawn their respective written consent to the issue of this document with copies of their reports, letters, opinions or summaries of opinions (as the case may be) and the references to their names included herein in the form and context in which they are respectively included.

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### 5. Binding effect

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

### 6. Bilingual document

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

### 7. Preliminary expenses

We have not incurred any material preliminary expenses in relation to the incorporation of our Company.

### 8. Disclaimers

- (a) Save as disclosed in "History, Reorganization and Corporate Structure" and "[REDACTED]," within the two years immediately preceding the date of this document:
  - (i) there are no commissions (but not including commission to sub-underwriters) for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares in or debentures of our Company; and
  - (ii) there are no commissions, discounts, brokerages or other special terms granted in connection with the issue or sale of any capital of any member of our Group, and no Directors, promoters or experts named in "– Other information – Consent of experts" received any such payment or benefit.
- (b) Save as disclosed in this section and "Financial Information":
  - (i) there are no founder, management or deferred shares in our Company or any member of our Group;
  - (ii) we do not have any promoter and no cash, securities or other benefit has been paid, allotted or given within the two years immediately preceding the date of this document, or are proposed to be paid, allotted or given to any promoters;

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- (iii) none of the Directors or the experts named in “– Other information – Consent of experts” above has any interest, direct or indirect, in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, 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;
- (iv) there are no bank overdrafts or other similar indebtedness by our Company or any member of our Group;
- (v) there are no hire purchase commitments, guarantees or other material contingent liabilities of our Company or any member of our Group;
- (vi) there are no outstanding debentures or any convertible debt securities of our Company or any member of our Group;
- (vii) there is no other stock exchange on which any part of the equity or debt securities of our Company is listed or dealt in or on which listing or permission to deal is being or is proposed to be sought;
- (viii) no capital of any member of our Group is under option, or is agreed conditionally or unconditionally to be put under option;
- (ix) there are no contracts or arrangements subsisting at the date of this document in which a Director is materially interested or which is significant in relation to the business of our Group;
- (x) there is no arrangement under which future dividends are waived or agreed to be waived; and
- (xi) there has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this document.