
APPENDIX V

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation of Our Company

Our Company was incorporated on 30 September 2021 in the Cayman Islands under the Companies Act as an exempted company with limited liability. Accordingly, our operation and corporate structure are subject to the relevant laws and regulations of the Cayman Islands, the Articles and the Memorandum. A summary of our Articles and Memorandum is set out in Appendix IV to this document. Our registered office is at Sertus Chambers, Governors Square, Suite # 5-204, 23 Lime Tree Bay Avenue, P.O. Box 2547, Grand Cayman, KY1-1104, Cayman Islands.

Our principal place of business in PRC and headquarters is at 2F, Building 6, No. 652 Changshou Road, Putuo District, Shanghai, China. Our Company was registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 30 November 2021 and our registered principal place of business in Hong Kong is at Suite 4503, 45/F, Far East Financial Centre, 16 Harcourt Road, Admiralty, Hong Kong. Mr. Chow Kit Ting (周傑霆), a Hong Kong resident whose correspondence address is Flat F, 46/F, Block 8 Royal Ascot, Sha Tin, N.T., Hong Kong, has been appointed as our authorised representative for the acceptance of service of process and notices in Hong Kong. The address for service of process and notices in Hong Kong is at Suite 4503, 45/F, Far East Financial Centre, 16 Harcourt Road, Admiralty, Hong Kong.

2. Changes in share capital of Our Company

As at the date of incorporation, our Company had an authorised share capital of US\$50,000 divided into 50,000 ordinary shares with a nominal or par value of US\$1 each.

The following sets out the changes in the share capital of our Company took place since its incorporation:

- (a) On 30 September 2021, the date of incorporation, our Company allotted and issued ordinary shares with par value of US\$1 each in the following manner:
 - (i) one ordinary share to Sertus Nominees (Cayman) Limited, an Independent Third Party, which was subsequently transferred to Guangjun Sun Holdings at a consideration at par value on the same day;
 - (ii) 2,999 ordinary shares to Guangjun Sun Holdings;
 - (iii) 8,892 ordinary shares to Guangjun Holdings;
 - (iv) 1,800 ordinary shares to Robert Sun Holdings;
 - (v) 1,436 ordinary shares to Hannah Xia Holdings;
 - (vi) 998 ordinary shares to Sky Xia Holdings;
 - (vii) 1,720 ordinary shares to Kuwei Holdings;
 - (viii) 1,052 ordinary shares to Kuzhong Holdings;
 - (ix) 1,102 ordinary shares to Puzhong Holdings.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

- (b) On 30 November 2021, Robert Sun Holdings transferred 1,000 ordinary shares with par value of USD1 each to Guangjun Holdings at the consideration of USD1,000.
- (c) On 11 January 2022, Robert Sun Holdings transferred 600 ordinary shares with par value of USD1 each to Guangjun Holdings at the consideration of USD600.
- (d) On 25 February 2022, each share of par value of USD1 was subdivided into 100 shares of par value of USD0.01 each, so that following the subdivision, the authorised share capital of the Company became USD50,000 divided into 5,000,000 shares of a nominal or par value of USD0.01 each.
- (e) On 1 March 2022, our Company allotted and issued 4,008 Shares of par value of USD0.01 each to Brand Wisdom.

For further details on the Reorganisation, see “History, Reorganisation and Corporate Structure — Reorganisation”.

For further details on our Company’s authorised and issued share capital, see “Share Capital”.

Save as disclosed above and in “— 4. Written Resolutions passed by the Shareholders on [•] 2023”, there has been no other alteration in the share capital of our Company since its incorporation.

3. Our subsidiaries

Our subsidiaries are set out in the Accountant’s Report in Appendix I to this document. Save for the subsidiaries mentioned in the Accountant’s Report in Appendix I to this document, our Company has no other subsidiaries as of the Latest Practicable Date.

The following sets out the changes in capital of our subsidiaries during the two years immediately preceding the date of this document:

- (i) On 30 December 2021, the registered capital of Plus Shanghai was increased from RMB61,555,075 to RMB62,176,843, which was contributed by New Mercury Investments;
- (ii) On 28 January 2022, the registered capital of Plus Shanghai was increased from RMB62,176,843 to RMB621,768,430, which was contributed by WFOE;
- (iii) On 16 November 2021, each of the then individual shareholders of Plus Beijing, namely Mr. Sun, Ms. Zhao Zhengyi (趙正弋), Mr. Liu Tao (劉韜), Ms. Zhao Lingyu (趙凌宇), Mr. Zheng Xiaodong (鄭曉東), Mr. Wang Pengcheng (汪鵬程), Ms. Liu Jing (柳靜), Ms. Zhang Wenhui (張文慧), Ms. Ye Lishan (葉麗珊), Mr. Xu Aiping (徐愛平), Ms. Yang Jie (楊潔), Mr. Huang Chi (黃馳), Mr. Wang Lie (王烈), Mr. Zhong Jiaming (鐘家明), Mr. Li Ming (李明), Mr. Zhang Qun (張群), Ms. Chen Li (陳力), Ms. Dong Qi (董琦), Mr. Wu Wei (吳偉), Mr. Hou Qin (侯勤), Ms. Shi Liping (施莉萍), Ms. Xu Ying (徐穎), Mr. Wu Bin (吳彬), Ms. Meng Hongliang (孟宏亮), Ms. Peng Jiabin (彭佳忻) and Mr. Fu Wenlian (富文煉) transferred their respective entire equity interest in Plus Beijing, being 99% of the registered capital of Plus Beijing in total, to Plus Shanghai at nil consideration, respectively; and

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

- (iv) On 16 November 2021, each of the then individual shareholders of Beijing Ruosheng, namely Mr. Xia, Mr. Xu Jiwu (徐繼武), Mr. Yang, Mr. Bai Fuli (白福利), Mr. Liu Yang (劉洋), Mr. Li Hong (李宏), Ms. Fang Lianyun (方蓮芸), Ms. Zhang Linlin (張琳琳), Ms. Chen Qunya (陳群亞), Ms. Wang Fang (王芳), Ms. Xia Min (夏敏), Mr. Yu Liangshi (鬱良士), Ms. Luo Lirong (駱俐蓉), Ms. Chen Yafen (陳雅芬), Mr. Xu Zhaogang (徐兆剛), Mr. Wang Yu (王宇), Ms. Weng Haiyan (翁海燕), Mr. Huang Lei (黃磊), Ms. Yan Jing (嚴憬), Mr. Ma Qing (馬卿), Mr. Huang Wei (黃偉), Ms. Zhu Jia (朱佳), Mr. Guo Qing (郭清), Mr. Cui Yanan (崔亞楠), Mr. Wei Hongkai (魏宏鏞), Ms. Xu Baiyan (徐白嫣), Ms. Shi Yun (施芸), Ms. He Yu (何珏), Ms. Fei Minwen (費旻雯), Mr. Cheng Hui (程輝), Ms. Miu Min (繆旻), Mr. Han Wei (韓偉), Ms. Guo Yan (郭燕) and Mr. Shen Jiliang (申繼亮) transferred their respective entire equity interest in Beijing Ruosheng, being 99% of the total registered capital of Beijing Ruosheng in total, to Plus Shanghai at nil consideration, respectively.

Saved as disclosed above and in “History, Reorganisation and Corporate Structure”, there has been no alteration in the capital of any of our subsidiaries within the two years immediately preceding the date of this document.

4. Written resolutions passed by the Shareholders on [•] 2023

The following resolutions were passed by the Shareholders in writing on [•] 2023, subject to the conditions of the [REDACTED] as set out in this document having been fulfilled and the obligations of the [REDACTED] under the [REDACTED] having become unconditional (including, if relevant, as a result of the waiver of any condition(s) thereunder) and such obligations not having been terminated in accordance with their respective terms or otherwise, in each case on or before such dates as may be specified in the [REDACTED]:

- (a) our Company approved and adopted the Memorandum and Articles of Association, which will come into effect upon [REDACTED];
- (b) the Share Subdivision, the [REDACTED] and the [REDACTED] were approved, subject to such modifications as our Directors (or any committee established by the Board) may in their sole discretion determine, and our Directors or any committee established by the Board were authorised to do all such things as they consider necessary to give effect to the [REDACTED], the [REDACTED] and the [REDACTED];
- (c) a general unconditional mandate was granted to our Directors to, *inter alia*, allot, issue and deal with Shares or securities convertible into Shares or options, warranties or similar rights to subscribe for Shares or such convertible securities and to make or grant general offers, agreements or options which might require the exercise of such powers, provided that the aggregate number of Shares allotted or agreed to be allotted by the Directors other than pursuant to (a) the exercise of any subscription rights, warrants which may be issued by our Company from time to time; (b) any scrip dividend scheme or similar arrangement providing for the allotment of Shares in lieu of the whole or part of a dividend on Shares in accordance with our Articles; (c) a specific authority granted by the shareholders in general meeting, shall not exceed the aggregate of (i) 20% of the total number of the Shares in issue upon completion of the [REDACTED] (excluding any Shares to be issued upon the [REDACTED]); and (ii) the total number of the Shares repurchased by our Company (if any) under the general mandate to repurchase Shares referred to in paragraph (d) below, such mandate to main effect during the period from the passing of the resolution until the earliest of the conclusion of our earliest annual general meeting, the

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

expiration of the period within which we are required by any applicable law of the Cayman Islands or the Articles to hold our next annual general meeting or the date on which the authority given to the Directors is renewed, varied or revoked by an ordinary resolution of the shareholders at a general meeting of our Company (the “**Applicable Period**”);

- (d) a general unconditional mandate (the “**Repurchase Mandate**”) was granted to our Directors to exercise all the powers of our Company to repurchase Shares with a total number of not more than 10% of the aggregate number of the Shares in issue immediately following the completion of the Share Subdivision and the [REDACTED] (excluding any Shares to be issued upon the [REDACTED]), such mandate to remain effect during the Applicable Period; and
- (e) the general unconditional mandate mentioned in paragraph (c) above to be extended by the addition to the aggregate number of the Shares which may be allotted and issued by our Directors pursuant to such general mandate of an amount representing the aggregate number of the Shares purchased by our Company pursuant to the repurchase mandate referred to in paragraph (d) above, provided that such extended amount shall not exceed 10% of the aggregate number of the Shares in issue immediately following the completion of the Share Subdivision and the [REDACTED] (excluding any Shares to be issued upon the [REDACTED]).

5. Corporate Reorganisation

For details of the Reorganisation which was effected in preparation for the [REDACTED], see “History, Reorganisation and Corporate Structure”.

6. Repurchase by our Company of our own securities

The following paragraphs contain, among others, information required by the Stock Exchange to be included in this document concerning the repurchase by our Company of our own securities.

(a) Provisions of the Listing Rules

Subject to certain restrictions, the Listing Rules permit companies whose primary listings are on the Stock Exchange to repurchase their own securities on the Stock Exchange, the most important of which are summarised below.

(i) Shareholders’ approval

All proposed repurchases of securities (which must be fully paid up in the case of shares) by a company with its primary listing on the Stock Exchange must be approved in advance by an ordinary resolution of the shareholders in general meeting, either by way of a specific approval of a specific transaction, or by way of a general mandate.

The Repurchase Mandate was granted to our Directors by our Shareholders pursuant to a written resolution of our Shareholders dated [•] authorising them to exercise all powers of our Company to repurchase Shares on the Stock Exchange or any other stock exchange on which the shares of our Company may be listed (and recognised by the SFC and the Stock Exchange for this purpose), with a total number not exceeding 10% of the number of Shares in issue immediately following the completion of the [REDACTED] and

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

the Share Subdivision (excluding any Shares to be issued upon the [REDACTED]) whereas such Repurchase Mandate is proposed to remain in effect until whichever is the earliest of (a) the conclusion of the next annual general meeting of our Company; (b) the expiration of the period within which the next annual general meeting of our Company is required by the Articles or any applicable laws to be held; or (c) the date of passing of an ordinary resolution by the Shareholders at a general meeting revoking, varying or renewing the authority given to our Directors.

(ii) Source of funds

Any repurchases of securities of the Company must be financed out of funds legally available for the purpose in accordance with the Listing Rules, the Memorandum and the Articles and the applicable laws and regulations of Hong Kong and the Cayman Islands. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. As a matter of laws of the Cayman Islands, any purchases by our Company may be made out of profits or out of the proceeds of a new issue of shares made for the purpose of the purchase or from sums standing to the credit of our share premium account or out of capital, if so authorised by the Articles of Association and subject to the Cayman Companies Act. Any premium payable on the purchase over the par value of the shares to be purchased must have been provided for out of profits or from sums standing to the credit of our share premium account or out of capital, if so authorised by the Articles of Association and subject to the Cayman Companies Act.

(iii) Trading restrictions

Our Company may repurchase up to 10% of the aggregate number of Shares in issue immediately following completion of the Share Subdivision and 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 (other than an issue of securities pursuant to the exercise of warrants, share options or similar instruments requiring the Company to issue securities, which were outstanding prior to such purchase), 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 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 it to effect a repurchase of Shares discloses to the Stock Exchange such information with respect to the repurchases as the Stock Exchange may request. Our Company also shall not purchase our 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 the 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 delisted and the certificates for those Shares will be cancelled and destroyed. Under the Cayman Companies Act, unless, prior to the purchase our Directors resolve to hold the shares purchased by our Company as treasury shares, our Company’s repurchased Shares shall be treated as cancelled on repurchase and the amount of our

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

Company’s issued share capital shall be diminished by the aggregate nominal value of the repurchased Shares (although the authorised share capital of our Company will not be reduced as a result of the repurchase under the laws of the Cayman Islands).

(v) Suspension of repurchase

Our Company may not make any repurchases of Shares after inside information has come to its knowledge until the information has been 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 by the Listing Rules); and (ii) the deadline for our Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and 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. In addition, the Stock Exchange may prohibit a repurchase of the Shares on the Stock Exchange if our Company has breached the Listing Rules.

(vi) Procedural and reporting requirements

Repurchases of Shares on the Stock Exchange or otherwise must be reported to the Stock Exchange no 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, reporting the total number of Shares purchased the previous day, the purchase price per Share or the highest and lowest prices paid for such purchases, where relevant. In addition, our Company’s annual report is required to disclose details regarding repurchases of Shares made during the year, including a monthly analysis on 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 price paid. Our Directors’ report shall contain reference to the purchases made during the year and our Directors’ reasons for making such purchases.

(vii) Core connected persons

The Listing Rules prohibit our Company from knowingly repurchasing the Shares on the Stock Exchange from a “core connected person” which includes a Director, chief executive or substantial Shareholder of our Company or any of the subsidiaries or a close associate (as defined in the Listing Rules) of any of them and a core connected person shall not knowingly sell Shares to our Company.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

(b) *Reasons for repurchase*

Our Directors believe that it is in the best interests of our Company and our Shareholders for our Directors to have a general authority from our Shareholders to enable our Company to repurchase Shares in the market. Such repurchases may, depending on the 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 when our 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 lawfully available for such purpose in accordance with the Memorandum, the Articles, the Listing Rules and the applicable laws and regulations of the Cayman Islands.

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

(d) *General*

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] in issue immediately following the completion of the Share Subdivision and the [REDACTED] (assuming the [REDACTED] is not exercised) could accordingly result in up to [REDACTED] being repurchased by our Company during the period prior to:

- (i) the conclusion of our Company’s next annual general meeting; or
- (ii) the expiration of the period within which our Company is required by any applicable law of the Cayman Islands or the Articles of Association to hold our next annual general meeting; or
- (iii) when the authority given to our Directors is renewed, varied or revoked by any ordinary resolution of our Shareholders at a general meeting,

whichever is the earliest.

None of our Directors, to the best of their knowledge and having made all reasonable enquiries, nor any of their close associates (as defined in the Listing Rules), have any present intention, if the Repurchase Mandate is exercised, to sell any Shares to our Company or our subsidiaries.

Our 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, the Articles and the applicable laws and regulations.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

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 of voting rights for the purpose of the Takeovers Code. Accordingly, a Shareholder, or a group of Shareholders acting in concert (as defined in the Takeovers Code), depending on the level of increase of the Shareholder’s interest, 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 the aforesaid, our Directors are not aware of any other consequences which would arise under the Takeovers Code as a consequence of any repurchases of Shares pursuant to the Repurchase Mandate.

Any repurchase of Shares that results in the number of Shares held by the public being reduced to less than 25% of the Shares then in issue could only be implemented if the Stock Exchange agreed 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 granted other than in exceptional circumstances.

Our Company is prohibited from knowingly purchasing securities on the Stock Exchange from a core connected person and such person is prohibited from knowingly selling his/her/its securities to our Company. No core connected persons of our Company have notified us of intention to sell securities to our Company and such persons have undertaken not to sell any such securities to our Company, if the Repurchase Mandate is exercised.

B. FURTHER INFORMATION ABOUT OUR BUSINESS**1. Summary of material contracts**

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

- (a) a capital increase agreement dated 8 December 2021 entered into between Plus Shanghai, Mr. Sun, Ningbo Kuwei, Mr. Xia, Mingda Shengrui, Shanghai Puwei, Ningbo Kuzhong, Ningbo Hanzhong and New Mercury Investments, pursuant to which New Mercury Investments subscribed for the equity interest corresponding to RMB621,768.43 registered capital of Plus Shanghai at a consideration of RMB3,510,000;
- (b) a supplemental agreement to the capital increase agreement in paragraph (a) above entered into between Mr. Sun, Mr. Xia, New Mercury Investments, Mr. Pun, Plus Shanghai and the Company on even date, pursuant to which the shareholding percentage of the Company by New Mercury Investments, Mr. Pun and other entities controlled by them after share swap is changed to 0.2%;
- (c) an equity transfer agreement dated 25 December 2021 entered into between Mr. Bai Fuli (白福利) and Plus Shanghai, pursuant to which Mr. Bai Fuli agreed to transfer his 30% equity interest in Shanghai Chengzhi to Plus Shanghai at a consideration of RMB1,546,170;

APPENDIX V

STATUTORY AND GENERAL INFORMATION

- (d) a capital increase agreement dated 20 January 2022 entered into between WFOE, Mr. Sun, Ningbo Kuwei, Mr. Xia, Mingda Shengrui, Shanghai Puwei, Ningbo Kuzhong, Ningbo Hanzhong, New Mercury Investments and Plus Shanghai, pursuant to which WFOE subscribed for the equity interest corresponding to RMB559,591,587 of registered capital of Plus Shanghai at a consideration of RMB559,591,587;
- (e) an equity transfer agreement dated 9 February 2022 entered into between WFOE, Mr. Sun, Ningbo Kuwei, Mr. Xia, Mingda Shengrui, Shanghai Puwei, Ningbo Kuzhong and Ningbo Hanzhong, pursuant to which (i) Mr. Sun agreed to transfer his 6.38% equity interests in Plus Shanghai to WFOE at a consideration of RMB22,406,772; (ii) Ningbo Kuwei agreed to transfer its 1.11% equity interests in Plus Shanghai to WFOE at a consideration of RMB3,880,053; (iii) Mr. Xia agreed to transfer his 0.99% equity interests in Plus Shanghai to WFOE at a consideration of RMB3,446,088; (iv) Mingda Shengrui agreed to transfer its 0.70% equity interests in Plus Shanghai to WFOE at a consideration of RMB2,445,496; (v) Shanghai Puwei agreed to transfer its 0.48% equity interests in Plus Shanghai to WFOE at a consideration of RMB1,693,557; (vi) Ningbo Kuzhong agreed to transfer its 0.13% equity interests in Plus Shanghai to WFOE at a consideration of RMB471,297; and (vii) Ningbo Hanzhong agreed to transfer its 0.11% equity interests in Plus Shanghai to WFOE at a consideration of RMB390,937;
- (f) a share swap agreement dated 1 March 2022 entered into between the Company, Channel Power, Brand Wisdom and No.1 Mercury Holdings, pursuant to which Brand Wisdom agreed to sell and Channel Power agreed to purchase one share of No.1 Mercury Holdings (comprising the entire issued share capital of No.1 Mercury Holdings) with the par value of US\$1 at a consideration of Plus Digital allotting and issuing 4,008 shares with the par value of US\$0.01 each to Brand Wisdom; and
- (g) the Hong Kong [REDACTED].

2. Intellectual property rights of our Group

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.

(a) Trademarks

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

No.	Registration number	Trademark	Registered owner	Date of registration	Place of Class registration
1.	305810346		Plus (HK)	23 November 2021	42 Hong Kong
2.	305810355		Plus (HK)	23 November 2021	42 Hong Kong
3.	51119222		Plus Shanghai	21 December 2021	35, 42 PRC
4.	18492474	普乐师	Plus Shanghai	14 January 2017	42 PRC
5.	18492434	普乐师	Plus Shanghai	14 January 2017	35 PRC

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(b) Patent

As of the Latest Practicable Date, we had applied for the following patent:

No.	Patent	Class	Registration number	Registered owner	Place of registration	Application date
1.	A digital evaluation system and method for shopping guides for field terminals (一種面向實地終端的導購數位化評估系統和方法)	Invention	CN202111114134.2	Retail Winner	PRC	23 September 2021

(c) Domain Names

As of the Latest Practicable Date, we have registered the following domain names:

No.	Domain name	Registered owner	Date of registration	Expiry date
1.	plus-digital.cn	Plus Shanghai	20 October 2016	20 October 2025
2.	plus-digital.com.cn	Plus Shanghai	20 October 2016	20 October 2025
3.	myfmes.cn	Plus Shanghai	27 February 2017	27 February 2027
4.	plus-group.com.cn	Plus Shanghai	20 October 2016	20 October 2025
5.	plusgroup.com.cn	Plus Shanghai	8 March 2017	8 March 2023
6.	mecoolchina.com	Plus Shanghai	23 June 2005	23 June 2023
7.	plscn.com	Plus Shanghai	17 September 2015	17 September 2025
8.	plscn.com.cn	Plus Shanghai	17 September 2015	17 September 2025
9.	plscn.cn	Plus Shanghai	17 September 2015	17 September 2025
10.	plscn.net	Plus Shanghai	17 September 2015	17 September 2025
11.	plsits.com	Plus Shanghai	14 November 2016	14 November 2024
12.	plsits.cn	Plus Shanghai	14 November 2016	14 November 2024
13.	raisingmkt.com	Plus Shanghai	27 March 2017	27 March 2025
14.	risingmkt.com	Plus Shanghai	27 March 2017	27 March 2025
15.	nuoshengmkt.com	Plus Shanghai	27 March 2017	27 March 2025
16.	cz-datafactory.com	Plus Shanghai	20 June 2022	20 June 2025
17.	myfmes.com	Retail Winner	27 February 2017	27 February 2025
18.	myfmes.ltd	Retail Winner	26 January 2021	26 January 2025
19.	myfmes.store	Retail Winner	26 January 2021	27 January 2025
20.	fmes.ltd	Retail Winner	26 January 2021	26 January 2025
21.	fmes.store	Retail Winner	26 January 2021	27 January 2025
22.	shruosheng.com	Retail Winner	24 August 2021	24 August 2025
23.	mecoolchina.cn	Mecool Marketing	24 January 2008	24 January 2026
24.	mecoolchina.net	Mecool Marketing	1 December 2011	1 December 2023
25.	chengzhish.com	Shanghai Chengzhi	10 November 2020	10 November 2024
26.	sims-cn.com	Shanghai Harvest	29 January 2016	29 January 2025
27.	sims-china.cn	Shanghai Harvest	15 October 2012	15 October 2023
28.	sims-china.com.cn	Shanghai Harvest	15 October 2012	15 October 2023
29.	harvestchina.cn	Shanghai Harvest	31 December 2010	31 December 2023
30.	harvestchina.net	Shanghai Harvest	1 December 2011	1 December 2023
31.	harvest-china.cn	Shanghai Harvest	13 August 2009	13 August 2023
32.	winningidea.com.cn	Winning Marketing Solution	24 August 2010	24 August 2023
33.	winningidea.cn	Winning Marketing Solution	25 July 2008	25 July 2023
34.	wimkt.net	Winning Marketing Solution	1 December 2011	1 December 2023

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(d) Copyrights

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

No.	Name of Copyright	Copyright owner	Registration number	Place of registration	Registration date
1.	Plus-Supervisory Management System (普樂師-督導管理系統 1.0)	Plus Shanghai	2016SR329372	PRC	10 January 2016
2.	Retail Winner On-Site Management and Communication Platform-Mobile Phone Client Software V1.0 for IOS (若勝米咖實地管理溝通平台-IOS版手機客戶端軟件V1.0)	Retail Winner	2021SRA006721	PRC	18 May 2021
3.	Retail Winner On-Site Management and Communication Platform-WeChat Software V1.0 (若勝米咖實地管理溝通平台-微信端軟件V1.0)	Retail Winner	2021SRA006724	PRC	18 May 2021
4.	Retail Winner On-Site Management and Communication Platform-Enterprise WeChat Software V1.0 (若勝米咖實地管理溝通平台-企業微信端軟件V1.0)	Retail Winner	2021SRA006723	PRC	18 May 2021
5.	Retail Winner On-Site Management and Communication Platform-Mobile Phone Client Software V1.0 for Android (若勝米咖實地管理溝通平台-Android版手機客戶端軟件V1.0)	Retail Winner	2021SRA006722	PRC	18 May 2021
6.	Retail Winner On-Site Management and Communication Platform-PC Software (若勝米咖實地管理溝通平台-PC端軟件V1.0)	Retail Winner	2021SR1434350	PRC	18 May 2021
7.	Quan Tang Zheng Ba Enterprise Management Software V1.0 for Android (全糖爭霸企業管理軟件(安卓版)V1.0)	Retail Winner	2021SR1392369	PRC	23 November 2016

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APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Name of Copyright	Copyright owner	Registration number	Place of registration	Registration date
8.	Quan Tang Zheng Ba Enterprise Management Software V1.0 for IOS (全糖爭霸企業管理軟件(IOS版)V1.0)	Retail Winner	2021SR1392359	PRC	23 November 2016
9.	Promotion Management System for Brand Owners V1.0 (品牌方促銷管理系統V1.0)	Retail Winner	2021SR1392358	PRC	28 February 2017
10.	Cema Enterprise Marketing Management Software V3.0 for Android (策碼企業營銷管理安卓版軟件V3.0)	Retail Winner	2021SR1392361	PRC	22 September 2015
11.	Preferential Algorithm System Based on Complex Application Environment 1.0 (基於複雜應用環境的優惠算法系統1.0)	Retail Winner	2021SR1392368	PRC	30 September 2018
12.	Wincraft Red Packet Incentive System V1.0 (營銷爭霸紅包激勵系統V1.0)	Retail Winner	2021SR1392360	PRC	30 May 2019
13.	Sales Team KPI Assessment Management System V1.0 for Android (銷售團隊KPI考核管理系統安卓版V1.0)	Retail Winner	2021SR1392366	PRC	23 March 2018
14.	Reservation Rotation Algorithm System Based on Complex Application Environment 1.0 (基於複雜應用環境的預約輪牌算法系統1.0)	Retail Winner	2021SR1392367	PRC	30 September 2018
15.	Promoter Performance Management System V1.0 (促銷員績效管理系統V1.0)	Retail Winner	2021SR1392362	PRC	10 May 2017
16.	Cema Enterprise Promotion Management Software V1.0.4 (策碼企業促銷工作管理軟件V1.0.4)	Retail Winner	2021SR1392364	PRC	6 January 2016
17.	New Retail Membership Management System Based on Enterprise WeChat 1.0 (基於企業微信的新零售會員管理系統1.0)	Retail Winner	2021SR1392370	PRC	20 September 2018
18.	Promotion Manager MO Enterprise Management Software V1.0 (促銷管家MO企業管理軟件V1.0)	Retail Winner	2021SR1392363	PRC	23 November 2016

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APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Name of Copyright	Copyright owner	Registration number	Place of registration	Registration date
19.	Sales Team KPI Assessment Management System Version V1.0 for IOS (銷售團隊KPI考核管理系統IOS版V1.0)	Retail Winner	2021SR1392365	PRC	31 October 2017
20.	Cema Enterprise Marketing Management Software V3.0 for IOS (策碼企業營銷管理IOS版軟件V3.0)	Retail Winner	2021SR1392353	PRC	22 September 2015
21.	Retail Winner Smart Shopping Guide Weekly Reporting System-Enterprise Wechat Software V1.0 (若勝米咖智慧導購週報推送系統-企業微信端軟件V1.0)	Retail Winner	2021SRA006294	PRC	18 February 2021
22.	Retail Winner Smart Shopping Guide Weekly Reporting System-Wechat Software V1.0 (若勝米咖智慧導購週報推送系統-微信端軟件V1.0)	Retail Winner	2021SRA006290	PRC	18 February 2021
23.	Retail Winner Smart Shopping Guide On-line Customer Service System V1.0 (若勝米咖智慧導購在線客服系統V1.0)	Retail Winner	2021SRA006295	PRC	18 February 2021
24.	Retail Winner Smart Shopping Guide Task Plaza-Wechat Software V1.0 (若勝米咖智慧導購任務廣場-微信端軟件V1.0)	Retail Winner	2021SRA006289	PRC	18 January 2021
25.	Retail Winner Smart Shopping Guide Task Plaza-PC Software V1.0 (若勝米咖智慧導購任務廣場-PC端軟件V1.0)	Retail Winner	2021SR1329297	PRC	18 January 2021
26.	Retail Winner Smart Visiting Plans Management System-Mobile Phone Client Software V1.0 for Android (若勝米咖智慧拜訪計劃管理系統-Android版手機客戶端軟件V1.0)	Retail Winner	2021SRA009570	PRC	18 September 2021
27.	Retail Winner Smart Visiting Plans Management System-PC Software V1.0 (若勝米咖智慧拜訪計劃管理系統-PC端軟件V1.0)	Retail Winner	2022SR0015267	PRC	18 September 2021

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APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Name of Copyright	Copyright owner	Registration number	Place of registration	Registration date
28.	Retail Winner Smart Shopping Guide Training and Assessment System-PC Software V1.0 (若勝米咖智慧導購培訓考核系統-PC端軟件V1.0)	Retail Winner	2022SR0015268	PRC	18 September 2021
29.	Retail Winner Smart New Customer Acquisition Management System-WeChat Software V1.0 (若勝米咖智能拉新管理系統-微信端軟件V1.0)	Retail Winner	2021SRA009571	PRC	18 September 2021
30.	Retail Winner Smart Visiting Plans Management System-Mobile Phone Client Software V1.0 for IOS (若勝米咖智慧拜訪計劃管理系統-IOS版手機客戶端軟件V1.0)	Retail Winner	2021SRA009572	PRC	18 September 2021
31.	Retail Winner Smart Shopping Guide Training and Assessment System-WeChat Software (若勝米咖智慧導購培訓考核系統-微信端軟件V1.0)	Retail Winner	2021SRA007549	PRC	18 June 2021
32.	Retail Winner On-site Task Management System-WeChat Software (若勝米咖實地任務管理系統-微信端軟件V1.0)	Retail Winner	2021SRA007490	PRC	18 June 2021
33.	Retail Winner On-site Task Management System-Mobile Phone Client Software for Android (若勝米咖實地任務管理系統-Android版手機客戶端軟件V1.0)	Retail Winner	2021SRA007492	PRC	18 June 2021
34.	Retail Winner On-site Task Management System-Mobile Phone Client Software for IOS (若勝米咖實地任務管理系統-IOS版手機客戶端軟件V1.0)	Retail Winner	2021SRA007491	PRC	18 June 2021
35.	Retail Winner On-site Task Management System-PC Software (若勝米咖實地任務管理系統-PC端軟件V1.0)	Retail Winner	2021SR1566769	PRC	18 June 2021
36.	Retail Winner FMES Platform Coordination Centre Software V1.0 (若勝米咖FMES平台協議中心軟件V1.0)	Retail Winner	2022SR1394188	PRC	8 March 2021

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APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Name of Copyright	Copyright owner	Registration number	Place of registration	Registration date
37.	Retail Winner Channel Station Purchase Platform-Distributor PC Software V1.0 (若勝米咖品銷通進貨平台-經銷商PC端軟件V1.0)	Retail Winner	2022SR1420862	PRC	23 April 2021
38.	Retail Winner Channel Station Purchase Platform-Headquarter PC Software V1.0 (若勝米咖品銷通進貨平台-總部PC端軟件V1.0)	Retail Winner	2022SR1420879	PRC	23 April 2021
39.	Retail Winner Channel Station Ordering Platform Management Terminal-Mini Programme Software V1.0 (若勝米咖品銷通訂貨平台管理端-小程序端軟件V1.0)	Retail Winner	2022SR1423447	PRC	4 June 2021
40.	Retail Winner Channel Station Purchase Platform-Enterprise WeChat Software V1.0 (若勝米咖品銷通進貨平台-企業微信端軟件V1.0)	Retail Winner	2022SR1423572	PRC	23 April 2021
41.	Retail Winner Channel Station Shop Owner Ordering Platform-Mini Programme Software V1.0 (若勝米咖品銷通店主訂貨平台-小程序端軟件V1.0)	Retail Winner	2022SR1516937	PRC	23 April 2021
42.	Retail Winner Tianlu Communication Platform-APP V1.0 for Android (若勝米咖天路溝通平台-APP端安卓版V1.0)	Retail Winner	2022SR1474740	PRC	23 April 2021
43.	Retail Winner Remotes-Project Plan Management Software V1.0 (若勝米咖Remotes-項目管理軟件V1.0)	Retail Winner	2022SR1485660	PRC	23 April 2021
44.	Retail Winner Remotes-Patrol Store Management Software V1.0 (若勝米咖Remotes-巡店管理軟件V1.0)	Retail Winner	2022SR1485809	PRC	23 April 2021
45.	Retail Winner MiJob Square-Touchpoint Task Management Platform Software V1.0 (若勝米咖米咖-觸點任務管理平台軟件V1.0)	Retail Winner	2022SR1485892	PRC	23 April 2021
46.	Retail Winner FCRM Software V1.0 (若勝米咖FCRM軟件V1.0)	Retail Winner	2022SR1485929	PRC	23 April 2021

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APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Name of Copyright	Copyright owner	Registration number	Place of registration	Registration date
47.	Retail Winner Remotes-APP-V1.0 for IOS (若勝米咖 Remotes-APP-IOS版V1.0)	Retail Winner	2022SR1494202	PRC	23 April 2021
48.	Retail Winner Touchkit Operation Center Platform-Operation Weekly Reporting System V1.0 (若勝米咖觸點通經營中台-經營週報系統V1.0)	Retail Winner	2022SR1494205	PRC	23 April 2021
49.	Retail Winner Remotes — Implementing Report Analysis System Software V1.0 (若勝米咖Remotes-執行報表分析系統軟件V1.0)	Retail Winner	2022SR1494206	PRC	23 April 2021
50.	Retail Winner Touchkit Operation Center Platform — Operation Assistant V1.0 (若勝米咖觸點通經營中台-經營助手V1.0)	Retail Winner	2022SR1494263	PRC	23 April 2021
51.	Retail Winner SMV (Wisdom Visit) — APP -Android Version V1.0 (若勝米咖SMV (智慧拜訪) -APP端-安卓版 V1.0)	Retail Winner	2022SR1494265	PRC	23 April 2021
52.	Retail Winner — Distribution Marketing System V1.0 (若勝米咖-分銷市場系統V1.0)	Retail Winner	2022SR1501208	PRC	23 April 2021
53.	Retail Winner Touchkit Operation Center Platform — Project Execution Management Software V1.0 (若勝米咖觸點通經營中台-項目執行管理軟件V1.0)	Retail Winner	2022SR1501228	PRC	23 April 2021
54.	Retail Winner One Shop One Code Management System V1.0 (若勝米咖一店一碼管理系統V1.0)	Retail Winner	2022SR1490566	PRC	23 April 2021
55.	Retail Winner FMES Platform Content Center Software V1.0 (若勝米咖FMES平台內容中心軟件V1.0)	Retail Winner	2022SR1485942	PRC	19 June 2022
56.	Retail Winner FMES Platform Master Certification Audit Center Software V1.0 (若勝米咖FMES平台主認證審核中心軟件V1.0)	Retail Winner	2022SR1485944	PRC	19 December 2021
57.	Retail Winner FMES Platform Master Data Center Software V1.0 (若勝米咖FMES平台主數據中心軟件V1.0)	Retail Winner	2022SR1485943	PRC	12 January 2022

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APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Name of Copyright	Copyright owner	Registration number	Place of registration	Registration date
58.	Retail Winner FMES Platform Material Center Software V1.0 (若勝米咖FMES平台素材中心軟件V1.0)	Retail Winner	2022SR1490228	PRC	19 June 2022
59.	Winning All Day Distributor Customised Greetings Software V1.0 (贏迪全天候分銷員定制歡迎語軟件V1.0)	Winning Marketing Solution	2019SR0782196	PRC	30 November 2018
60.	Winning Partner Group Purchase Software V1.0 (贏迪結伴團購軟件V1.0)	Winning Marketing Solution	2019SR0781327	PRC	31 July 2018
61.	Winning All Day Distributor Targeted Push Software V1.0 (贏迪全天候分銷員定向推送軟件V1.0)	Winning Marketing Solution	2019SR0781343	PRC	31 August 2018
62.	Winning Temporary Promotion Quick Stimulation Software V1.0 (贏迪短促快速激勵軟件V1.0)	Winning Marketing Solution	2019SR0778592	PRC	7 May 2018
63.	Winning Market Distribution Software V1.0 (贏迪市場分銷軟件V1.0)	Winning Marketing Solution	2019SR0778490	PRC	28 February 2019
64.	Winning Task Fission Software V1.0 (贏迪任務裂變軟件V1.0)	Winning Marketing Solution	2019SR0779560	PRC	30 November 2018
65.	Winning On-site Salesperson Management Software V1.0 (贏迪實地銷售人員管理軟件V1.0)	Winning Marketing Solution	2019SR0778554	PRC	29 March 2018
66.	Mecool On-site Shopping Guide ID Authentication Software V1.0 (明酷實地導購身份驗證軟件V1.0)	Mecool Marketing	2019SR0783550	PRC	27 April 2017
67.	Mecool Intelligent Display Check Software V1.0 (明酷智能陳列核查軟件V1.0)	Mecool Marketing	2019SR0785919	PRC	29 March 2019
68.	Mecool Mobile Phone Business Intelligent (BI) Software V1.0 (明酷手機商業智能BI軟件V1.0)	Mecool Marketing	2019SR0785916	PRC	31 January 2019
69.	Mecool Project Execution Reporting Intelligent Push Software V1.0 (明酷項目執行報表智能推送軟件V1.0)	Mecool Marketing	2019SR0785965	PRC	31 August 2018
70.	Mecool Sales Reporting Software V1.0 (明酷銷售報表軟件V1.0)	Mecool Marketing	2019SR0785869	PRC	29 June 2018

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Name of Copyright	Copyright owner	Registration number	Place of registration	Registration date
71.	Mecool On-Site Shopping Guide Management Software V1.0 (明酷實地導購人員管理軟件V1.0)	Mecool Marketing	2019SR0779429	PRC	31 January 2018
72.	Mecool On-Site Business Master Data Management Software V1.0 (明酷實地業務主數據管理軟件V1.0)	Mecool Marketing	2019SR0779421	PRC	22 March 2018
73.	Mecool On-Site Shopping Guide Training Management Software V1.0 (明酷實地導購培訓管理軟件V1.0)	Mecool Marketing	2019SR0779433	PRC	21 June 2018

Save as disclosed above, as of the Latest Practicable Date, there were no other trade or service marks, patents, intellectual or industrial property rights which were 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 the Directors and the chief executive*

Immediately following completion of the Share Subdivision and the [REDACTED] (assuming that the [REDACTED] is not exercised), so far as our Directors are aware, the interests or short positions of our Directors and chief executive in our Shares, underlying shares and debentures of our Company and our 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, pursuant to Section 352 of the SFO, to be recorded in the register referred to therein, or which will be required, pursuant to the Model Code of Securities Transactions by Directors of the Listed Issuers as set out in Appendix 10 to the Listing Rules, to be notified to our Company and the Hong Kong Stock Exchange, in each case once our Shares are [REDACTED], will be as follows:

Name of Director	Capacity/ Nature of interest	Number of Shares held ⁽¹⁾	Approximate percentage of shareholding ⁽²⁾
Mr. Sun Guangjun	Founder of a discretionary trust ⁽³⁾ Interest of controlled corporation ⁽⁴⁾	[REDACTED]	[REDACTED]
Mr. Yang Hong	Beneficial interest ⁽⁵⁾	[REDACTED]	[REDACTED]

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

Notes:

- (1) All interest stated are long positions.
- (2) The calculation is based on the total number of [REDACTED] in issue immediately after the completion of the Share Subdivision and the [REDACTED] (assuming that the [REDACTED] is not exercised).
- (3) Immediately upon the [REDACTED], Guangjun Holdings shall be held as to 99% by Summit Plus Holdings, which shall be wholly-owned by Mr. Sun’s Family Trust and as to 1% by Junshu Holdings, which in turn is wholly-owned by Mr. Sun, respectively. As of the Latest Practicable Date, Mr. Sun is in the process of establishing Mr. Sun’s Family Trust, of which he will act as the settlor and protector for the benefits of Mr. Sun and Junshu Holdings with Trident Trust as the trustee. The establishment of Mr. Sun’s Family Trust is expected to be completed before the [REDACTED]. Under the SFO, Mr. Sun is deemed to be interested in all the Shares held by Guangjun Holdings.
- (4) Guangjun Sun Holdings is wholly owned by Junshu Holdings, which in turn is wholly-owned by Mr. Sun. Under the SFO, Mr. Sun is deemed to be interested in all the Shares held by Guangjun Sun Holdings.
- (5) Mr. Yang is interested in [REDACTED] which underlines his 18.84% equity interests in Kuwei Holdings.

(b) *Interests of the substantial Shareholders*

Save as disclosed in the section headed “Substantial Shareholders” in this document, our Directors are not aware of any other person, not being a Director or chief executive of our Company, who has or is taken or deemed to have an interest or short position in the Shares or the underlying shares which, once the Shares are [REDACTED], would fall to be disclosed to our Company and the Hong Kong Stock Exchange under the provisions of Division 2 and 3 of Part XV of the SFO, or who is, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of our Company.

2. Particulars of service contracts

(a) *Executive Directors*

Each of our executive Directors, namely Mr. Sun and Mr. Yang, [has entered] into a service agreement with our Company with an initial term of [three] years commencing from the [REDACTED], and will continue thereafter until terminated by not less than three months’ notice in writing served by either party on the other (subject always to re-election as and when required under the Memorandum and Articles of Association).

(b) *Non-executive Directors and independent non-executive Directors*

Our non-executive Directors and independent non-executive Directors, namely Mr. Li, Mr. Zhong, Mr. Ngan, Ms. Li and Mr. Lau [has entered] into a letter of appointment with our Company. The terms and conditions of each of such letters of appointment are similar in all material respects. Each of our non-executive Directors and independent non-executive Directors is appointed with an initial term of [three] years commencing from [REDACTED] subject to termination in certain circumstances as stipulated in the relevant letters of appointment.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

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

3. Director’s remuneration

The aggregate remuneration (including salaries, discretionary bonuses, contributions to pension plan, housing benefits and other emoluments) received by our Directors were RMB1.3 million, RMB1.2 million, RMB1.6 million and RMB1.2 million for the years ended 31 December 2019, 2020 and 2021 and nine months ended 30 September 2022, respectively.

Save as the disclosed in this document, no other amounts have been paid or are payable by any member of our Group to our Directors for the three years ended 31 December 2021 and nine months ended 30 September 2022.

Pursuant to the existing arrangements that currently in force as of the date of this document, the amount of remuneration (including benefits in kind but excluding discretionary bonuses) payable to our Directors by our Company for the year ended 31 December 2022 is estimated to be RMB1.7 million in aggregate.

Save as disclosed above, no other payments have been made or are payable in respect of the three years ended 31 December 2021 and nine months ended 30 September 2022 by any member of our Group to any of our Directors.

4. Agent fees or commissions received

Save as disclosed in this document, none of our Directors nor any of the parties listed in “— D. Other Information — 7. Qualification of experts” in this appendix had received any commissions, discounts, agency fees, brokerages or other special terms in connection with the issue or sale of any capital of our Company or any member of our Group within the two years preceding the date of this document.

5. Disclaimers

Save as disclosed in section headed “Directors and Senior Management”, “Relationship with Our Controlling Shareholders”, “Substantial Shareholder” and “— Further Information about Our Directors and Substantial Shareholders — 3. Director’s remuneration” in this appendix:

- (a) none of our Directors has any interest or short position in the shares, underlying shares and debentures of our Company or our associated incorporation (within the meaning of Part XV of the SFO) which will have to be notified to us and the Hong Kong 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 SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or will be required, pursuant to the Model Code for Securities Transactions by Directors and Listed Companies to be notified to us and the Hong Kong Stock Exchange, in each case once our Shares are [REDACTED] on the Hong Kong Stock Exchange;

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

- (b) so far as is known to our Directors, no person has an interest or short position in the Shares and underlying Shares which would fall to be disclosed to us and the Hong Kong Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or is, directly or indirectly, interest in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of our Group;
- (c) none of our Directors nor any of the parties listed in “— D. Other Information — 7. Qualification of experts” in this appendix is interested in our promotion, 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 our Company or any member of our Group, or are proposed to be acquired or disposed of by or leased to our Company or any member of our Group;
- (d) save in connection with the [REDACTED], none of our Directors nor the parties listed in “— D. Other Information — 7. Qualification of experts” in this appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group;
- (e) we do not have any promoter for the purpose of the [REDACTED] 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 in connection with the [REDACTED] and the related transactions described in this document;
- (f) none of our Directors has been interested in the promotion of, or has any direct or indirect interest 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;
- (g) none of our Directors 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;
- (h) our Company has no outstanding convertible debt securities or debentures;
- (i) save in connection with the [REDACTED], none of the parties listed in “— D. Other Information — 7. Qualification of experts” in this appendix: (i) is interested legally or beneficially in any of our Shares or any shares in any member of our Group; or (ii) has any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group; and
- (j) none of our Directors or their 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 issued share capital) has any interest in our five largest suppliers or our five largest customers.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

D. OTHER INFORMATION

1. RSU Scheme

The following is a summary of the principal terms of the RSU Scheme approved and adopted on 13 January 2022 (“**RSU Adoption Date**”). The RSU Scheme is not subject to the provisions of Chapter 17 of the Listing Rules as the RSU Scheme does not involve the grant of options by our Company to subscribe for new Shares.

(a) Purpose

The purpose of this Scheme is to incentivise employees, directors, officers, and consultants for their contribution to our Group, to attract, motivate and retain skilled and experienced personnel to strive for the future development and expansion of our Group by providing them with the opportunity to own equity interests in the Company.

(b) RSUs

Each RSU represents one underlying Share, and represent a conditional right granted to any Selected Person under this Scheme to obtain Shares, less any tax, stamp duty and other charges applicable, as determined by the Board in its absolute discretion;

(c) Who may join

Persons eligible to receive RSUs under the RSU Scheme, who are employees, directors, officers or consultants of the Company or any member of our Group (the “**RSU Eligible Person**”). The Board may select any RSU Eligible Person for participation in the RSU Scheme as a selected person (the “**RSU Selected Person**”) at its discretion.

(d) Term of the RSU Scheme

Subject to the earlier termination as stated in paragraph (t) below, the RSU Scheme shall be valid and effective for a period of ten years, commencing on the RSU Adoption Date (the “**RSU Scheme Period**”), after which period no further RSUs will be granted, but the provisions of the RSU Scheme shall in all other respects remain in full force and effect and RSUs that are granted during the RSU Scheme Period may continue to be exercisable in accordance with their terms of issue.

(e) Grant and Acceptance

a. Making an offer

An offer to grant a RSU will be made to a RSU Selected Person by a letter, in such form as our Board may determine (the “**RSU Grant Letter**”). The RSU Grant Letter will specify the RSU Selected Person’s name, the manner of acceptance of the RSU, the last day for acceptance by the RSU Selected Person, the number of RSUs granted and the number of underlying Shares represented by the RSUs, the vesting criteria and conditions, the vesting schedule, the grant price and/or exercise price of the RSUs (where applicable) and such other terms and conditions as the Board shall determine and are not inconsistent

APPENDIX V

STATUTORY AND GENERAL INFORMATION

with the RSU Scheme, and will require the RSU Selected Person to undertake to hold the RSU on the terms on which it is granted and to be bound by the provisions of the RSU Scheme.

b. Acceptance of an offer

A RSU Selected Person may accept an offer of the grant of RSUs in such manner as set out in the RSU Grant Letter. Once accepted, the RSUs are deemed to be granted from the date of the Grant Letter. Upon acceptance, the RSU Selected Person becomes a participant (the “**RSU Participant**”) in the RSU Scheme.

c. Restrictions on Grants

The Board may not grant any RSUs to any RSU Selected Persons in any of the following circumstances:

- (1) the requisite approvals for the grant from any applicable regulatory authorities have not been obtained;
- (2) the securities laws or regulations require that a prospectus or other offering documents be issued in respect of the grant of the RSUs or in respect of the RSU Scheme, unless the Board determines otherwise;
- (3) where granting the RSUs would result in a breach of any applicable securities laws, rules or regulations by the Company, any member of our Group or any of their directors; or
- (4) where such grant of RSUs would result in exceeding the maximum number of RSU under the RSU Scheme.

(f) Maximum Number of Shares

The maximum number of RSUs that may be granted under the RSU Scheme in aggregate (excluding RSUs that have lapsed or been cancelled in accordance with the rules of RSU Scheme) shall not exceed 10% of the total number of Shares on the date of the [REDACTED] of the Shares on the Main Board of the Stock Exchange, subject to any adjustment pursuant to any capitalisation issue or capital restructuring or be such number of Shares held or to be held by the Trustee for the purpose of the RSU Scheme from time to time.

(g) Rights attached to RSUs

A RSU Participant does not have any contingent interest in any Shares underlying the RSUs unless and until the RSUs are vested and exercised by the RSU Participant. Further, a RSU Participant may not exercise voting rights in respect of the Shares underlying the RSUs prior to the vesting and exercise of such RSUs. The Trustee shall exercise the voting rights attached to the Shares underlying the RSUs prior to the vesting and exercise thereof by the RSU Participant. Unless otherwise specified by the Board in its entire discretion in the Grant Letter, a RSU Participant does not have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Shares underlying the RSUs.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

(h) Rights attached to Shares

Any Shares transferred to a RSU Participant in respect of any RSUs will be subject to all the provisions of the Articles and will rank *pari passu* with the fully paid Shares in issue on the date of the transfer or, if that date falls on a day when the register of members of the Company is closed, the first day of the reopening of the register of members. Accordingly, such Shares will entitle the holders all dividends or other distributions paid or made on or after the date of transfer or, if that date falls on a day when the register of members of the Company closed, the first day of the reopening of the register of members.

(i) Assignment of RSUs

The RSUs granted pursuant to the RSU Scheme are personal to each RSU Participant, and are not assignable. RSU Participants are prohibited from selling, transferring, assigning, charging, mortgaging, encumbering, hedging or creating any interest in favour of any other person over or in relation to any property held by the Trustee on trust for the RSU Participants, the RSUs, or any interest or benefits therein.

(j) Vesting of RSUs

The Board may determine the vesting criteria, conditions and the time schedule for the vesting of the RSUs and such criteria, conditions and time schedule shall be stated in the RSU Grant Letter.

Within a reasonable time after the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, the Company shall send the vesting notice (the “**Vesting Notice**”) to each of the relevant RSU Participants. The Vesting Notice will confirm the extent to which the vesting criteria, conditions and time schedule have been reached, fulfilled, satisfied or waived, and the number of Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) involved.

If the vesting conditions are not satisfied and no waiver of such condition is granted, the RSU shall be cancelled according to conditions as determined by the Board in its absolute discretion.

(k) Trustee

The Company may appoint trustee to assist with the administration and vesting of RSUs granted pursuant to the RSU Scheme. The Company may (i) allot and issue Shares to the Trustee to be held by the Trustee and which will be used to satisfy the RSUs upon exercise and/or (ii) direct and procure the Trustee to receive existing Shares from any shareholder of the Company or purchase existing Shares (either on-market or off-market) to satisfy the RSUs upon exercise. The Company shall procure that sufficient funds are provided to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration of the RSU Scheme. All Shares underlying the RSUs granted and to be granted under the RSU Scheme will be transferred, allotted or issued to the Trustee.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

(l) Exercise of RSUs

RSUs held by a RSU Participant that are vested as evidenced by the Vesting Notice may be exercised (in whole or in part) by the Participant serving an exercise notice in writing on the Trustee and copied to the Company subject to the conditions of this RSU Scheme. Any exercise of RSUs must be in respect of a [REDACTED] or an integral multiple thereof (except where the number of RSUs which remains unexercised is less than one [REDACTED]).

In an exercise notice, the Participant shall request the Trustee to, and the Board shall direct and procure the Trustee to within five Business Days, either transfer the Shares underlying the RSUs exercised (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) or transfer the sale proceeds arising from the sale of such Shares to the Participant which the Company has allotted and issued to the Trustee as fully paid up Shares or which the Trustee has either acquired by purchasing existing Shares or by receiving existing Shares from any shareholder of the Company, subject to the RSU Participant paying the exercise price (where applicable) and all tax, stamp duty, levies and charges applicable to such transfer to the Trustee or as the Trustee directs.

Notwithstanding the foregoing, if the RSU Participant would or might be prohibited from dealing in the Shares by the Listing Rules (including but not limited to (i) the blackout period as stipulated in rule A.3 of the Model Code for Securities Transactions by Directors of Listed Issuers in Appendix 10 of the Listing Rules, and (ii) the Inside Information Provisions of the Securities and Futures Ordinance (Cap. 571)) or by any other applicable laws, regulations or rules within the period specified above, the date on which the relevant Shares shall be allotted and issued or transferred (as the case may be) to such RSU Participant shall occur as soon as possible after the date when such dealing is permitted by the Listing Rules or by any other applicable laws, regulations or rules.

The RSU Participant shall serve the exercise notice within two (2) weeks after receiving the Vesting Notice. The Trustee will not hold the Shares underlying the RSUs vested for the RSU Participant after this two-week period. If the exercise notice is not served during this two-week period or the Shares underlying the RSUs exercised cannot be transferred to the RSU Participant pursuant to the preceding paragraph due to the RSU Participant not being able to provide sufficient information to effect the transfer, the RSUs vested or exercised (as the case may be) shall lapse unless otherwise agreed by the Board at its absolute discretion.

(m) Rights on a takeover

If a general offer to acquire the Shares (whether by takeover offer, merger, or otherwise in a like manner) is made to all of the shareholders of the Company (or shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and the general offer to acquire the Shares is approved and the offer becomes or is declared unconditional in all respects, a RSU Participant's RSUs will vest immediately, even if the vesting period has not yet commenced.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

(n) Rights on a compromise or arrangement

If a compromise or arrangement between the Company and its shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies and a notice is given by the Company to its shareholders to convene a general meeting to consider and if thought fit approve such compromise or arrangement and such shareholders’ approval is obtained, a RSU Participant’s RSUs will vest immediately, even if the vesting period has not yet commenced.

(o) Rights on voluntary winding-up

If an effective resolution is passed during the RSU Scheme Period for the voluntary winding-up of the Company (other than for the purposes of a reconstruction, amalgamation or scheme of arrangement), all outstanding RSUs shall be treated as having vested immediately. In such case, no Shares will be transferred, and no cash alternative will be paid, to the RSU Participant, but the RSU Participant will be entitled to receive out of the assets available in liquidation on an equal basis with the Company’s shareholders such sum as they would have received in respect of the RSUs.

(p) Lapse of RSUs

- a. Any unvested RSUs will automatically lapse immediately where:
 - i. the RSU Participant makes any attempt or takes any action to sell, transfer, assign, charge, mortgage, encumber, hedge or create any interest in favour of any other person over or in relation to any RSUs or any interests or benefits pursuant to the RSUs.
- b. If at any time,
 - i. a RSU Participant who is an employee of our Group:
 1. fails, during the course of his employment, to devote the whole of his time and attention to the business of our Group or to use his best endeavours to develop the business and interests of our Group;
 2. is concerned during the course of his employment with the Group (without the prior written consent of the Company) with any (competitive or other) business other than that of our Group; and/or
 3. is in breach of his contract of employment with or any other obligation to the Group (including without limitation the restrictive covenants set out in Rule 8),
 - ii. a RSU Participant who is a consultant of our Group, could no longer make any contribution to the growth and development of any member of our Group by any reason whatsoever,

then all unvested RSUs and vested RSUs which have not been exercised shall automatically lapse and such RSU Participant shall have no claim whatsoever in respect of the RSUs or the underlying Shares.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

- c. If the Participant’s employment, consultancy or other service with the Company or any member of our Group is terminated by any reason, the Board shall determine at its absolute discretion and shall notify the Participant whether any unvested RSU granted to such Participant shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall not vest, such RSU shall be cancelled automatically with effect from the date on which the Participant’s employment, consultancy or other service is terminated.

(q) Cancellation of RSUs

The Board may at its discretion cancel any RSU that has not vested or lapsed, provided that:

- a. the Company or any member of our Group pay to the RSU Participant an amount equal to the fair value of the RSU at the date of the cancellation as determined by the Board, after consultation with the auditors of the Company, or an independent financial adviser appointed by the Board;
- b. the Company or the relevant member of our Group provides to the RSU Participant a replacement award (or a grant or option under any other restricted share unit scheme, share option scheme or share-related incentive scheme) of equivalent value to the RSUs to be cancelled; or
- c. the Board makes any arrangement as the RSU Participant may agree in order to compensate him/her for the cancellation of the RSUs.

(r) Reorganisation of capital structure

In the event of any [REDACTED], rights issue, consolidation, sub-division or reduction of the share capital of the Company, the Board may make such equitable adjustments, designed to protect the RSU Participants’ interests, to the number of Shares underlying the outstanding RSUs or to the amount of the equivalent value, as it may deem appropriate at its absolute discretion.

(s) Amendment of the RSU Scheme

Save as provided in the RSU Scheme, the Board may alter any of the terms of the RSU Scheme at any time. Written notice of any amendment to the RSU Scheme shall be given to all RSU Participants. Any alterations to the terms and conditions of the RSU Scheme which are of a material nature or any changes to the terms of the RSUs granted which shall operate to affect materially adversely any subsisting rights of any RSU Participant shall be subject to the consent of the RSU Participants amounting to three-fourths in nominal value of all underlying RSUs so held by the RSU Participants on the date of the relevant resolution passed by our Board in approving the amendment of the RSU Scheme or the terms of the RSUs granted (as the case may be), except where the alterations or changes take effect automatically under the existing terms of the RSU Scheme. The Board’s determination as to whether any proposed alteration to the terms and conditions of the RSU Scheme or the terms of the RSUs granted (as the case may be) is material shall be conclusive.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

(t) Termination of the RSU Scheme

The Board may terminate the RSU Scheme at any time before the expiry of the RSU Scheme Period. The provisions of the RSU Scheme shall remain in full force and effect in respect of RSUs which are granted pursuant to the rules of the RSU Scheme prior to the termination of the operation of the RSU Scheme. The Company or relevant member of our Group shall notify the Trustee and all RSU Participants of such termination and of how any property held by the Trustee on trust for the RSU Participants (including, but not limited to, any Shares held) and the outstanding RSUs shall be dealt with.

(u) Administration of the RSU Scheme

The Board has the power to administer the RSU Scheme, including the power to construe and interpret these Rules and the terms of the RSUs granted under it. The Board may delegate the authority to administer the RSU Scheme to a committee of the Board. The Board may also appoint one or more independent third-party contractors to assist in the administration of the RSU Scheme and delegate such powers and/or functions relating to the administration of the RSU Scheme as the Board thinks fit. The Board’s determinations under the RSU Scheme need not be uniform and may be made by it selectively with respect to persons who are granted, or are eligible to be granted, RSUs under it. If a director is a RSU Participant he may, notwithstanding his/her own interest and subject to the Articles, vote on any Board resolution concerning the RSU Scheme (other than in respect of his/her own participation in it), and may retain RSUs under it. Each RSU Participant waives any right to contest, amongst other things, the value and number of RSUs or Shares or equivalent value of cash underlying the RSUs or Shares and the Board’s administration of the RSU Scheme.

(v) General

As of the Latest Practicable Date, no RSUs had been granted to RSU Participants pursuant to the RSU Scheme.

2. Estate duty

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

3. Litigation

Saved for disclosed in “Business — Legal Proceedings and Compliance”, as of the Latest Practicable Date, and so far as our Directors are aware, we were not engaged in any litigation, arbitration or claim of material importance and no litigation, arbitration or claim of material importance is known to our Directors to be pending or threatened by or against us, that would have a material adverse effect on our results of operations or financial conditions.

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

4. Joint Sponsors

The Joint Sponsors have made an [REDACTED] on our behalf to the Listing Committee for the [REDACTED] of, and the permission to [REDACTED] in, the Shares in issue and the Shares to be issued or sold as mentioned in this document (including the Shares which may be issued pursuant to the exercise of the [REDACTED]). The Joint Sponsors satisfy the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules. The fees payable to the Joint Sponsors in respect of their services as Joint Sponsors for the [REDACTED] are USD800,000 and are payable by us.

5. Preliminary expenses

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

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 Ordinance (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).

7. Qualification of experts

The following are the qualifications of the experts (as defined under the Listing Rules and the Companies Ordinance) who gave opinions or advice which are contained in this document:

Name	Qualifications
Jefferies Hong Kong Limited	Licensed under the SFO to conduct Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance)
Guotai Junan Capital Limited	Licensed under the SFO to conduct Type 6 (advising on corporate finance)
Jingtian & Gongcheng	Legal Advisers to our Company as to PRC laws
Tian Yuan Law Firm	Legal advisers to our Company as to PRC laws in relation to cybersecurity and data compliance matters
PricewaterhouseCoopers	Certified Public Accountants under the Professional Accountants Ordinance (Cap. 50) and Registered Public Interest Entity Auditor under the Accounting and Financial Reporting Council Ordinance (Cap. 588)
Maples and Calder (Hong Kong) LLP	Legal advisers to our Company as to Cayman Islands laws
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Independent industry consultant

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

8. Consent of experts

Each of the experts as referred to in “— D. Other Information — 7. Qualification of experts” in this appendix has given and has not withdrawn their respective written consents to the issue of this document with the inclusion of their reports and/or letters and/or legal opinion (as the case may be) and references to their names included in the form and context in which it respectively appears.

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

9. Binding effect

This document shall have the effect, if an application is made in pursuance hereof, 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 (Chapter 32 of the Laws of Hong Kong) insofar as applicable.

10. No material adverse change

Our Directors confirm that, save as disclosed in this document, there has been no material adverse change in the financial or trading position or prospects of our Group since 30 September 2022 (being the date to which the latest audited consolidated financial statements of our Group were prepared).

11. Miscellaneous

- (a) Save as disclosed in the “History, Reorganisation and Corporate Structure”, “Financial Information” and Appendix I to this document:
 - (i) within the two years immediately preceding the date of this document, neither our Company, nor any member of our Group has issued or agreed to issue any share or loan capital fully or partly paid up either for cash or for a consideration other than cash;
 - (ii) neither our Company, nor any member of our Group has granted or agreed to grant commissions, discounts, brokerages or other special terms in connection with the issue or sale of any share or loan capital;
 - (iii) within the two years immediately preceding the date of this document, no commission has been paid or payable (except commission to the [REDACTED]) to any persons for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any shares of our Company or any member of our Group;
 - (iv) no founder, management or deferred shares of our Company or any member of our Group have been issued or agreed to be issued;
 - (v) our Company has no outstanding convertible debt securities or debentures;

APPENDIX V**STATUTORY AND GENERAL INFORMATION**

- (b) no share or loan capital of our Company, or any member of our Group is under option or is agreed conditionally or unconditionally to be put under option;
- (c) none of the persons named in the paragraph headed “— D. Other Information — 7. Qualification of experts” in this appendix is interested beneficially or otherwise in any shares of any member of our Group or has any right or option (whether legally enforceable or not) to subscribe for or nominate persons to subscribe for any securities in any member of our Group;
- (d) there is no arrangement under which the future dividends are waived or agreed to be waived;
- (e) there are no bank overdrafts or other similar indebtedness by our Company or any member of our Group;
- (f) there are no hire purchase commitments, guarantees or other material contingent liabilities of our Company or any member of our Group;
- (g) our Directors confirm that there has not been any interruption in the business of our Company which may have or have had a material adverse effect on the financial position of our Company in the 12 months immediately preceding the date of this document;
- (h) our principal register of members will be maintained by our [REDACTED], [REDACTED] in the Cayman Islands and our Hong Kong register of members will be maintained by our Hong Kong [REDACTED]. All transfers and other documents of title of the Shares must be lodged for registration with and registered by our Hong Kong [REDACTED]. All necessary arrangements have been made to enable the Shares to be admitted to [REDACTED]; and
- (i) none of the equity and debt securities of our Company, if any, is listed or dealt with in any other stock exchange nor is any listing or permission to deal being or proposed to be sought.