

**A. FURTHER INFORMATION ABOUT OUR GROUP**

**1. Incorporation of our Company**

Our Company was established in the Cayman Islands under the Cayman Companies Act as an exempted company with limited liability on January 3, 2020. We have established a principal place of business in Hong Kong at Unit 2310–11, 23rd Floor, Tower Two, Lippo Centre, 89 Queensway, Hong Kong and have been registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on January 28, 2021. Mr. Lai has been appointed as the authorized representative of our Company for the acceptance of service of process and notices in Hong Kong.

As our Company was established in the Cayman Islands, our corporate structure and Memorandum and Articles of Association are subject to the relevant laws and regulations of the Cayman Islands. A summary of the relevant laws and regulations of the Cayman Islands and of the Memorandum and Articles of Association is set out in the section headed "Summary of the constitution of our Company and the Cayman Companies Act" in Appendix IV to this document.

**2. Changes in the share capital of our Company**

On the date of incorporation, the authorized share capital of our Company was US\$50,000 divided into 50,000 ordinary shares of a par value of US\$1.00 each. One ordinary share of a par value of US\$1.00 was allotted and issued to the initial subscriber and was subsequently transferred to Star Media.

The following changes in the share capital of our Company have taken place since the date of incorporation of our Company:

- (i) On July 29, 2020, the authorized share capital of our Company was changed from US\$50,000 divided into 50,000 ordinary shares of a par value of US\$1.00 each to US\$50,000 divided into 5,000,000,000 Shares of a par value of US\$0.00001 each;
- (ii) On August 4, 2020, our Company allotted and issued 150,000,000 Shares, 150,000,000 Shares, 74,900,000 Shares, 75,000,000 Shares and 50,000,000 Shares at par value to Best Million, Legend Key, Star Media, Lake Ranch and Max One, respectively;
- (iii) On January 10, 2021, our Company allotted and issued 12,820,512 Shares at a consideration of HK\$37.5 million to Long Precise;
- (iv) On February 17, 2021, our Company allotted and issued 30,094,112 Shares at a consideration of HK\$200 million to Bradbury;

Immediately following the completion of the [REDACTED] and the [REDACTED] (assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued pursuant to the Share Option Schemes), the authorized share capital of our Company will be US\$50,000, divided into 5,000,000,000 Shares of a par value of US\$0.00001 each, of which [REDACTED] Shares will be in issue and are fully paid or credited as fully paid and 4,200,000,000 Shares will remain unissued.

Save as disclosed above and in the paragraph headed “– A. Further information about our Group – 3. Resolutions in writing of the Shareholders of our Company passed on [•] 2021” below in this appendix, there has been no alteration in the share capital of our Company since our incorporation.

**3. Resolutions in Writing of the Shareholders of our Company passed on [•]**

Written resolutions were passed by the Shareholders on [•], pursuant to which, among other things:

- (i) conditional on (1) the [REDACTED] granting the [REDACTED], and permission to deal in, the Shares in issue and to be issued as mentioned in this document; (2) the [REDACTED] being fixed on the [REDACTED]; and (3) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional and not being terminated in accordance with the terms therein or otherwise, in each case on or before such dates as may be specified in the [REDACTED]:
  - (a) the Memorandum and Articles of Association was adopted with effect from the [REDACTED];
  - (b) the [REDACTED] was approved and our Directors were authorized to allot and issue new Shares pursuant to the [REDACTED];
  - (c) the granting of the [REDACTED] was approved;
  - (d) the proposed [REDACTED] was approved and our Directors were authorized to implement the [REDACTED];

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- (e) subject to and conditional upon the share premium account of our Company being credited as a result of the issue of [REDACTED] pursuant to the [REDACTED], our Directors were authorized to allot and issue a total of [REDACTED] Shares credited as fully paid at par to the holders of Shares whose names are entered [on the principal register of members of the Company maintained in the Cayman Islands] prior to the [REDACTED] (or as they may direct) in proportion to their respective shareholdings by way of [REDACTED] of the sum of approximately US\$[REDACTED] standing to the credit of the share premium account of our Company, and the Shares to be allotted and issued pursuant to this resolution shall rank *pari passu* in all respects with the then existing issued Shares;
- (f) a general unconditional mandate was granted to the Directors to allot, issue and deal with Shares or securities convertible into Shares or options, warrants or similar rights to subscribe for Shares or such convertible securities and to make or grant offers, agreements or options which would or might require the exercise of such powers, provided that the aggregate nominal value of Shares allotted or agreed to be allotted by our Directors other than pursuant to (a) a rights issue, (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 the Articles of Association, (c) the exercise of Options granted under the [REDACTED] Stock Incentive Plan and any Options which may be granted under the [REDACTED] Share Option Scheme, (d) the exercise of any subscription or conversion rights attaching to any warrants or securities which are convertible into Shares or in issue prior to the date of passing the relevant resolution, or (e) a specific authority granted by the Shareholders in general meeting, shall not exceed the aggregate of (1) 20% of the total number of the issued Shares in issue immediately following the completion of the [REDACTED] and the [REDACTED] (but excluding any Shares which may be issued pursuant to the exercise of the [REDACTED] and the Options granted under the [REDACTED] Stock Incentive Plan or any Options which may be granted under the [REDACTED] Share Option Scheme) and (2) the total number of Shares repurchased by our Company (if any) under the general mandate to repurchase Shares referred to in paragraph (g) below, such mandate to remain in effect during the period from the passing of the resolution until the earliest of the conclusion of our next annual general meeting, the end of the period within which we are required by any applicable law or the Articles of Association to hold our next annual general meeting and the date on which the resolution is varied or revoked by an ordinary resolution of the Shareholders in general meeting (the "**Applicable Period**");

- (g) a general unconditional mandate was granted to the Directors to exercise all powers of our Company to repurchase on the Stock Exchange or on any other stock exchange on which the securities of our Company may be [REDACTED] and which is recognized by the SFC and the Stock Exchange for this purpose Shares of not more than 10% of the number of issued Shares immediately following completion of the [REDACTED] and the [REDACTED] (but excluding any Shares which may be issued upon the exercise of the [REDACTED] and the Options granted under the [REDACTED] Stock Incentive Plan or any Options which may be granted under the [REDACTED] Share Option Scheme), such mandate to remain in effect during the Applicable Period; and
- (h) the general unconditional mandate mentioned in paragraph (f) above be extended by the addition to the aggregate number of Shares which may be allotted or agreed conditionally or unconditionally to be allotted by the Directors pursuant to such general mandate of an amount representing the aggregate number of Shares repurchased by our Company pursuant to the mandate to repurchase Shares referred to in paragraph (g) above, provided that such extended amount shall not exceed 10% of the aggregate nominal amount of the Company's share capital in issue immediately following completion of the [REDACTED] and the [REDACTED] (but excluding any Shares which may be issued upon the exercise of the [REDACTED] and the Options granted under the [REDACTED] Stock Incentive Plan or any Options which may be granted under the [REDACTED] Share Option Scheme); and
- (ii) conditional on (a) the [REDACTED] granting the [REDACTED], and permission to deal in, the Shares in issue and to be issued pursuant to the exercise of any Options which were granted under the [REDACTED] Stock Incentive Plan and any Options which may be granted pursuant to the [REDACTED] Share Option Scheme and (b) the commencement of trading of the Shares on the Main Board of the Stock Exchange, (1) the adoption of the [REDACTED] Share Option Scheme was approved and (2) our Board was authorized to allot, issue and deal with Shares pursuant to the exercise of any Options which may be granted pursuant to the [REDACTED] Share Option Scheme.

#### **4. Our corporate reorganization**

The companies comprising our Group underwent a reorganization to rationalize our Group's structure in preparation for the [REDACTED] the Shares on the Stock Exchange. Please see the section headed "History, development and reorganization" in this document for details.

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**5. Changes in the share capital of our subsidiaries**

Our subsidiaries are listed in the section headed “Accountant’s Report” in Appendix I to this document. The following alterations in the share capital of our subsidiaries have taken place within two years immediately preceding the date of this document:

<u>Name of subsidiary</u>	<u>Date of change</u>	<u>Registered capital before change</u>	<u>Registered capital after change</u>
Star Plus Entertainment (Kunshan)	July 14, 2021	RMB1,000,000	RMB10,000,000
Star Plus Excellence	July 14, 2021	RMB1,000,000	RMB10,000,000
Star Plus JM (Kunshan)	July 14, 2021	RMB1,000,000	RMB10,000,000
Star Plus IP (Kunshan)	July 15, 2021	RMB1,000,000	RMB10,000,000
Kunshan Star Plus Action	November 19, 2021	RMB10,000,000	RMB100,000,000

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

**6. Repurchases of our own securities**

*(i) Provisions of the Listing Rules*

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

*(a) Shareholders’ approval*

All proposed repurchases of securities (which must be fully paid up in the case of shares) by a company with a 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 general mandate or by specific approval of a particular transaction.

Pursuant to a resolution passed by our then Shareholders on [•], a general unconditional mandate (the “**Repurchase Mandate**”) was given to the Directors authorizing any repurchase by our Company of Shares on the Stock Exchange or on any other stock exchange on which the securities of our Company may be [REDACTED] and which is recognized by the SFC and the Stock Exchange for this purpose, of not more than 10% of the number of issued Shares immediately following the completion of the [REDACTED] and the [REDACTED] (assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued upon the exercise of the Options granted under the [REDACTED] Stock Incentive Plan and the [REDACTED] Share Option Scheme), such mandate to expire at the conclusion of our next annual general meeting, the date by which our next annual general meeting is required by the Cayman Companies Act or by our Articles of Association or any other applicable laws of the Cayman Islands to be held or when revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever first occurs.

*(b) Trading restrictions*

The total number of shares which a listed company may repurchase on the Stock Exchange is the number of shares representing up to a maximum of 10% of the number of issued Shares of our Company. A company may not issue or announce a proposed issue of new securities for a period of 30 days immediately following a repurchase (other than an issue of securities pursuant to an exercise of warrants, share options or similar instruments requiring the company to issue securities which were outstanding prior to such repurchase) without the prior approval of the Stock Exchange. In addition, a listed company is prohibited from repurchasing its shares on the Stock Exchange if the purchase price is 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Stock Exchange. The Listing Rules also prohibit a listed company from repurchasing its securities if the 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. A listed company is required to procure that the broker appointed by it to effect a repurchase of securities discloses to the Stock Exchange such information with respect to the repurchase as the Stock Exchange may require.

*(c) Status of repurchased Shares*

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

*(d) Suspension of repurchase*

A listed company may not make any repurchase of securities at any time after inside information has come to its knowledge until the information has been 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 a listed company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules) and (b) the deadline for publication of an announcement of a listed company's results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement, the listed company may not repurchase its shares on the Stock Exchange other than in exceptional circumstances. In addition, the Stock Exchange may prohibit a repurchase of securities on the Stock Exchange if a listed company has breached the Listing Rules.

*(e) Reporting requirements*

Certain information relating to repurchases of securities made by a listed company on the Stock Exchange or otherwise must be reported to the Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the following business day. In addition, a listed company's annual report is required to disclose details regarding repurchases of securities made during the year, including a monthly analysis of the number of securities repurchased, the purchase price per share or the highest and lowest price paid for all such repurchases, where relevant, and the aggregate prices paid. The directors' report shall contain reference to the purchases made during the year and the directors' reasons for making such purchases.

*(f) Connected persons*

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

*(ii) Reasons for repurchases*

The Directors believe that the ability to repurchase Shares is in the interests of our Company and the Shareholders. Repurchases may, depending on the circumstances, result in an increase in the net assets and/or earnings per Share. The Directors sought the grant of a general mandate to repurchase Shares to give our



Company the flexibility to do so if and when appropriate. The number of Shares to be repurchased on any occasion and the price and other terms upon which the same are repurchased will be decided by the Directors at the relevant time having regard to the circumstances then pertaining.

*(iii) Funding of repurchases*

Repurchases must be funded out of funds legally available for the purpose in accordance with the Memorandum and the Articles of Association of our Company and the Listing Rules and the applicable laws of 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. Any repurchases of Shares by our Company must be made out of the profits of our Company, the sum standing to the credit of the share premium account of our Company or out of a fresh issue of Shares made for the purpose of the repurchase or, subject to the Cayman Companies Act, out of capital. Any premium payable on a repurchase must be provided for out of the profits of our Company or from sums standing to the credit of the share premium account of our Company or, subject to the Cayman Companies Act, out of capital.

There could be a material adverse impact on the working capital or gearing position of our Company (as compared with the position disclosed in this document) in the event that the Repurchase Mandate were to be carried out in full at any time during the share repurchase period. However, the Directors do not propose to exercise the general mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for our Company.

*(iv) General*

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately following the completion of the [REDACTED] and the [REDACTED] and assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued upon the exercise of the Options granted under the [REDACTED] Stock Incentive Plan or any Options which may be granted under the [REDACTED] Share Option Scheme, could accordingly result in up to [REDACTED] Shares being repurchased by our Company during the period prior to:

- (i) the conclusion of our next annual general meeting; or
- (ii) the end of the period within which we are required by any applicable law or our Articles of Association to hold our next annual general meeting; or



- (iii) the date when the Repurchase Mandate is varied or revoked by an ordinary resolution of our Shareholders in general meeting,

whichever is the earliest.

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates currently intends to sell any Shares to our Company.

The Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws in the Cayman Islands.

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

If, as a result of any repurchase of Shares, a Shareholder's proportionate interest in the voting rights of our Company is increased, such increase will be treated as an acquisition for the purposes of the Takeovers Codes. Accordingly, a Shareholder or a group of Shareholders acting in concert (as defined in the Takeovers Codes), depending on the level of interests held by such Shareholder(s), could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Codes. Save as aforesaid, the Directors are not aware of any consequences which would arise under the Takeovers Codes as a consequence of any repurchases 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% (or a higher percentage upon completion of the exercise of the [REDACTED]) 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 given other than in exceptional circumstances.

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**B. FURTHER INFORMATION ABOUT OUR BUSINESS**

**1. Summary of material contracts**

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

- (i) the deed of non-competition dated [•] and entered into by the Controlling Shareholders (for ourselves and as trustee for our subsidiaries), in respect of certain non-competition undertakings given by our Controlling Shareholders in favor of our Company;
- (ii) the deed of indemnity dated [•] and entered into by the Controlling Shareholders in favor of our Company (for ourselves and as trustee for our subsidiaries); and
- (iii) the [REDACTED] dated [•], relating to the [REDACTED] and entered into by, among others, our Company, the [REDACTED] and the [REDACTED].

**2. Intellectual property rights of the Group**



*(i) Trademarks*

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

<u>Trademark</u>	<u>Class</u>	<u>Place of registration</u>	<u>Registration number</u>	<u>Date of registration</u>	<u>Date of expiry</u>	<u>Registered owner</u>
ST ✪ R PLUS LEGEND HOLDINGS	14	PRC	49027883A	May 28, 2021	May 27, 2031	Star Plus Development
ST ✪ R PLUS	38	PRC	49358417	April 28, 2021	April 27, 2031	Star Plus Development
ST ✪ R PLUS	9	PRC	49031444A	May 28, 2021	May 27, 2031	Star Plus Development
ST ✪ R PLUS	35	PRC	49027887A	July 7, 2021	July 6, 2031	Star Plus Development
ST ✪ R PLUS	14	PRC	49027882	April 7, 2021	April 6, 2031	Star Plus Development








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巨星传奇	38	PRC	50093621	June 14, 2021	June 13, 2031	Star Plus Development
CHOUMATE	15	PRC	46675461	January 28, 2021	January 27, 2031	Star Plus Development and JVR Music
CHOUMATE	9	PRC	46645002	April 7, 2021	April 6, 2031	Star Plus Development and JVR Music
CHOUMATE	28, 12, 23, 44, 22, 36, 39, 5, 34, 25, 38, 24, 21, 11, 27, 2, 42	PRC	46683884, 46683797, 46683494, 46676159, 46675415, 46668211, 46668196, 46665145, 46663272, 46663252, 46663236, 46661444, 46656965, 46656933, 46656813, 46652674, 46646693	January 21, 2021	January 20, 2031	Star Plus Development and JVR Music
	30, 43, 32, 29, 35	PRC	46242938, 46234639, 46220968, 46220958, 46212460	February 14, 2021	February 13, 2031	Star Plus Development and JVR Music
	25	PRC	45895098	March 28, 2021	March 27, 2031	Star Plus Development and JVR Music




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Trademark	Class	Place of registration	Registration number	Date of registration	Date of expiry	Registered owner
	28	PRC	45890835	January 21, 2021	January 20, 2031	Star Plus Development and JVR Music
	42	PRC	45866826A	February 14, 2021	February 13, 2031	Star Plus Development and JVR Music
	36	PRC	45867600	March 21, 2021	March 20, 2031	Star Plus Development and JVR Music
	23	PRC	45877779	January 28, 2020	January 27, 2030	Star Plus Development and JVR Music
	44, 22, 34, 14, 5, 3, 21, 43, 30, 20, 12, 2, 41, 32	PRC	45894112, 45891314, 45890913, 45887059, 45885859, 45885853, 45885161, 45883759, 45883475, 45883165, 45883090, 45882979, 45878855, 45861112	December 28, 2020	December 27, 2030	Star Plus Development and JVR Music
	35, 26, 27, 11	PRC	45861203, 45869255, 45869278, 45869742	January 7, 2021	January 6, 2031	Star Plus Development and JVR Music
	38, 24	PRC	45877989, 45862091	January 14, 2021	January 13, 2031	Star Plus Development and JVR Music

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	31, 15	PRC	45877895, 45877456	January 28, 2021	January 27, 2031	Star Plus Development and JVR Music
	33, 9, 10, 39, 18	PRC	45899793, 45897307, 45866665, 45871651, 45874934	February 7, 2021	February 6, 2031	Star Plus Development and JVR Music
	29, 16	PRC	45899604A, 45877481A	March 7, 2021	March 6, 2031	Star Plus Development and JVR Music
周同学	42	PRC	40550370	April 7, 2020	April 6, 2030	Star Plus Development and JVR Music
周同学	30	PRC	43929045	January 14, 2021	January 13, 2031	Star Plus Development and JVR Music
周同学	11	PRC	40562622	April 14, 2020	April 13, 2030	Star Plus Development and JVR Music
周同学	9	PRC	40555064A	May 14, 2020	May 13, 2030	Star Plus Development and JVR Music

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周同学	34, 39,	PRC	40579206,	April 7, 2020	April 6, 2030	Star Plus Development and JVR Music
	15, 24,		40578436,			
	44, 35,		40577400,			
	25, 27,		40575859,			
	12, 18,		40575797,			
	31, 38,		40575563,			
	28, 29,		40573609,			
	21, 14,		40570161,			
	5, 22,		40570143,			
	23, 43,		40566767,			
	26, 2,		40566480,			
	36, 10, 3		40566472,			
			40560959,			
			40559718,			
			40559665,			
			40559654,			
			40559634,			
	40559445,					
	40558158,					
	40556652,					
	40556626,					
	40556435,					
	40555072,					
	40550556,					
	40550510					
周同学	20, 30	PRC	40572667, 40561277	June 7, 2020	June 6, 2030	Star Plus Development and JVR Music
周同学	16, 9	PRC	40556704, 40555064	March 21, 2021	March 20, 2031	Star Plus Development and JVR Music
周游记	14	PRC	29582679	January 21, 2019	January 20, 2029	Star Plus (Kunshan)

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周游记	2, 27, 15, 24, 34, 33, 10, 5, 26, 23, 12, 3, 20	PRC	29582644,	January 14, 2019	January 13, 2029	Star Plus (Kunshan)
			29582360,			
			29580913,			
			29579365,			
			29576838,			
			29574820,			
			29573477,			
			29573472,			
			29571843,			
			29571821,			
			29571778,			
			29567819,			
			29562213			
周游记	32, 21, 44, 11, 31, 30, 29	PRC	29582413,	April 28, 2019	April 27, 2029	Star Plus (Kunshan)
			29582321,			
			29580992,			
			29580889,			
			29577747,			
			29576963, 29568829			
周遊記	5, 2, 24, 10, 20, 15, 33	PRC	29582656,	January 21, 2019	January 20, 2029	Star Plus (Kunshan)
			29582641,			
			29582342,			
			29578017,			
			29576236,			
			29568761, 29568308			
周遊記	27, 14, 23, 12, 26, 34, 3	PRC	29582358,	January 14, 2019	January 13, 2029	Star Plus (Kunshan)
			29576216,			
			29573232,			
			29571776,			
			29568808,			
			29568327, 29566243			



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周遊記	30, 29, 44, 31, 32, 11	PRC	29573281, 29571563, 29571475, 29563780, 29562607, 29561982	April 28, 2019	April 27, 2029	Star Plus (Kunshan)
	35	PRC	43376906	February 21, 2021	February 20, 2031	Star Plus (Kunshan)
	9	PRC	43373399	December 21, 2020	December 20, 2030	Star Plus (Kunshan)
	9	PRC	53786529	November 28, 2021	November 27, 2031	Star Plus (Kunshan)
	30	PRC	53775249	December 7, 2021	December 6, 2031	Star Plus (Kunshan)
J-STYLE TRIP	39, 28, 41	PRC	44960959, 44957269, 44957237	December 14, 2020	December 13, 2030	Star Plus (Kunshan)
J-STYLE TRIP	5, 9	PRC	44975365, 44971153	December 28, 2020	December 27, 2030	Star Plus (Kunshan)
J-STYLE TRIP	3	PRC	44971177	December 21, 2020	December 20, 2030	Star Plus (Kunshan)
J-STYLE TRIP	16	PRC	44964663	March 7, 2021	March 6, 2031	Star Plus (Kunshan)
J-STYLE TRIP	35	PRC	44946519	February 21, 2021	February 20, 2031	Star Plus (Kunshan)
LA DEW	32	PRC	44656457	December 7, 2020	December 6, 2030	Kunshan Star Plus Action
LA DEW	30, 25	PRC	38817990, 36963704	February 7, 2020	February 6, 2030	Kunshan Star Plus Action

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LA DEW	5, 5	PRC	36970723, 36969410	February 21, 2020	February 20, 2030	Kunshan Star Plus Action
LA DEW	3	PRC	36968771	December 14, 2019	December 13, 2029	Kunshan Star Plus Action
LA DEW	32	PRC	36966089	December 21, 2019	December 20, 2029	Kunshan Star Plus Action
LA DEW	11, 35	PRC	36966039, 36949190	November 14, 2019	November 13, 2029	Kunshan Star Plus Action
LA DEW	44, 36, 28, 18	PRC	36959038, 36958885, 36955717, 36949215	November 21, 2019	November 20, 2029	Kunshan Star Plus Action
LA DEW	5	PRC	48938992A	April 21, 2021	April 20, 2031	Kunshan Star Plus Action
LA DEW	29	PRC	45854154	April 14, 2021	April 13, 2031	Kunshan Star Plus Action
LA DEW	31	PRC	45838923	December 28, 2020	December 27, 2030	Kunshan Star Plus Action
LA DEW	5	PRC	48938992	October 28, 2021	October 27, 2031	Kunshan Star Plus Action
魔洞	25	PRC	50118591	June 7, 2021	June 6, 2031	Star Plus Development
魔洞	9	PRC	48634121	March 21, 2021	March 20, 2031	Star Plus Development
魔洞	42	PRC	45821157	April 7, 2020	April 6, 2030	Star Plus Development
魔洞	25	PRC	45821036	February 7, 2021	February 6, 2031	Star Plus Development











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魔洞	16	PRC	45831490	March 7, 2021	March 6, 2031	Star Plus Development
魔洞	44	PRC	45834952	February 14, 2021	February 13, 2031	Star Plus Development
魔洞	43, 35	PRC	47158269, 47153150	July 28, 2021	July 27, 2031	Star Plus Development
魔洞	21, 14, 23, 45, 6, 24, 27, 7, 36, 39, 13, 34, 1, 12, 17, 26, 40, 22, 31, 4, 2, 8, 10, 11, 18, 15, 37, 20, 38, 19	PRC	45825966, 45825837, 45825991, 45827260, 45827314, 45827437, 45827486, 45829908, 45830022, 45830056, 45830309, 45834887, 45835562, 45835903, 45836024, 45837090, 45837192, 45837709, 45842701, 45844365, 45844925, 45845234, 45845248, 45845278, 45849055, 45851217, 45851494, 45855960, 45858869, 45859615	December 14, 2020	December 13, 2030	Star Plus Development









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	43	PRC	54655269	October 28, 2021	October 27, 2031	Star Plus Development
	35	PRC	54643098	December 21, 2021	December 20, 2031	Star Plus Development
DRMG	3	PRC	49986129	July 28, 2021	July 27, 2031	Star Plus Development
	3	PRC	54643110	October 28, 2021	October 27, 2031	Star Plus Development
	15	PRC	49023401	March 28, 2021	March 27, 2031	Star Plus Development
	31	PRC	49017025	March 21, 2021	March 20, 2031	Star Plus Development
	3, 11, 20	PRC	49809580A, 49034417, 49017771	July 7, 2021	July 6, 2031	Star Plus Development
	10, 24, 8	PRC	49017389, 49013525, 49012064	June 7, 2021	June 6, 2031	Star Plus Development
	28, 29, 44	PRC	49016174A, 49009192A, 49007226A	May 14, 2021	May 13, 2031	Star Plus Development
	32, 13	PRC	49015862, 49005555	April 7, 2021	April 6, 2031	Star Plus Development
Dr.mg	43	PRC	49365906	May 28, 2021	May 27, 2031	Star Plus Development
	18, 8, 10, 16	PRC	46246257, 46234037, 46221368, 46214067	February 14, 2021	February 13, 2031	Star Plus Development











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	39, 29, 24, 22, 14, 11, 23, 26, 31, 15	PRC	49371924, 49371314, 49365729, 49363248, 49363226, 49363216, 49358859, 49358531, 49349124, 49348984	April 7, 2021	April 6, 2031	Star Plus Development
	5	PRC	55439758	November 21, 2021	November 20, 2031	Star Plus Development
	21	PRC	55417401	November 28, 2021	November 27, 2031	Star Plus Development
	3	PRC	55447305	December 7, 2021	December 6, 2031	Star Plus Development
	44	PRC	49035762	June 7, 2021	June 6, 2031	Star Plus Development
	43	PRC	49035752A	May 14, 2021	May 13, 2031	Star Plus Development
	27	PRC	49015458	April 7, 2021	April 6, 2031	Star Plus Development
	26, 13, 12, 8, 31, 3, 10, 15, 14, 11	PRC	49035732, 49034428, 49027937, 49027905, 49015846, 49015421, 49012071, 49010624, 49010618, 49010592	March 28, 2021	March 27, 2031	Star Plus Development




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	29, 30	PRC	49026416, 49013633	July 7, 2021	July 6, 2031	Star Plus Development
	21	PRC	48312104	April 14, 2021	April 13, 2031	Star Plus Development
	7	PRC	48309648	April 28, 2021	April 27, 2031	Star Plus Development
	19	PRC	48294515	June 7, 2021	June 6, 2031	Star Plus Development
	16	PRC	48252643	June 21, 2021	June 20, 2031	Star Plus Development
	26, 37, 31, 40, 22, 42, 24	PRC	48317143, 48312549, 48312512, 48312168, 48312108, 48297828, 48290423	March 21, 2021	March 20, 2031	Star Plus Development
	6, 14, 11, 1, 2, 12, 4	PRC	48272307, 48267535, 48266798, 48259072, 48255864, 48254276, 48247340	March 7, 2021	March 6, 2031	Star Plus Development
	20, 13	PRC	48302205, 48254497	April 7, 2021	April 6, 2031	Star Plus Development
	5, 25	PRC	48267208, 48293655	July 7, 2021	July 6, 2031	Star Plus Development
	27, 23, 34, 18	PRC	48305708, 48296317, 48290479, 48276563	March 14, 2021	March 13, 2031	Star Plus Development

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	28, 9	PRC	48309527, 48284947	August 7, 2021	August 6, 2031	Star Plus Development
	41, 33	PRC	48309622, 48290109	July 28, 2021	July 27, 2031	Star Plus Development
DRMG	3	PRC	40031049	June 21, 2020	June 20, 2030	Star Plus Development
魔洞	30	PRC	36955805	November 21, 2019	November 20, 2029	Star Plus Development
巨星优选	5	PRC	30519605	February 21, 2019	February 20, 2029	Star Plus Development
巨星优选	14	PRC	30518732	July 07, 2019	July 06, 2029	Star Plus Development
巨星优选	26, 36, 30, 8	PRC	30535097, 30533255, 30522397, 30518721	February 14, 2019	February 13, 2029	Star Plus Development
巨星优选	32, 18, 3, 42	PRC	30533242, 30526253, 30523603, 30520856	May 21, 2019	May 20, 2029	Star Plus Development
 DRMG	3	PRC	26709499	September 21, 2018	September 20, 2028	Star Plus Development
茶小姐 CHA XIAO JIE	3	PRC	26584802	September 21, 2018	September 20, 2028	Star Plus Development
Dr.mg	3	PRC	41936218	October 28, 2020	October 27, 2030	Star Plus Development
Dr.mg	5	PRC	41918133	June 28, 2021	June 27, 2031	Star Plus Development



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	3, 5	PRC	41936222, 41913744	October 28, 2020	October 27, 2030	Star Plus Development
	9, 41, 43, 32, 33, 35, 28	PRC	40705662, 40705650, 40703876, 40698151, 40694220, 40685208, 40682143	April 14, 2020	April 13, 2030	Star Plus Development
巨星行动超级夜	41	PRC	44233847	November 14, 2020	November 13, 2030	Kunshan Star Plus Action
	26	PRC	30522107	May 21, 2019	May 20, 2029	Kunshan Star Plus Action
	3	PRC	35576017	September 7, 2019	September 6, 2029	Kunshan Star Plus Action
	41, 35	PRC	35570798, 35567564	September 21, 2019	September 20, 2029	Kunshan Star Plus Action
	26, 25, 42	PRC	35567555, 35561564, 35556635	September 14, 2019	September 13, 2029	Kunshan Star Plus Action
	9	PRC	35564872	September 7, 2019	September 6, 2029	Kunshan Star Plus Action
	45	PRC	54214094	October 28, 2021	October 27, 2031	Kunshan Star Plus Action
Star Plus 4U	42, 9, 35	PRC	50142917, 50127716, 50126313	June 7, 2021	June 6, 2031	Star Plus Development
巨星优选	35	PRC	47225684A	March 28, 2021	March 27, 2031	Kunshan Star Plus Action

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巨星优选	9	PRC	47213301A	April 7, 2021	April 6, 2031	Kunshan Star Plus Action
巨星优选	42	PRC	47205258A	March 21, 2021	March 20, 2031	Kunshan Star Plus Action
达人悦己	3	PRC	36964511	December 7, 2019	December 6, 2029	Kunshan Star Plus Action
达人悦己	29, 30, 5, 36, 14, 35, 11, 25	PRC	36963630, 36963491, 36963481, 36961257, 36954416, 36954361, 36951006, 36948779	November 21, 2019	November 20, 2029	Kunshan Star Plus Action
达人悦己	28	PRC	36948401	November 14, 2019	November 13, 2029	Kunshan Star Plus Action
达人悦己	33	PRC	50104472	June 14, 2021	June 13, 2031	Kunshan Star Plus Action
达人悦己	43	PRC	50098225	May 28, 2021	May 27, 2031	Kunshan Star Plus Action
达人悦己	31	PRC	50090238	June 7, 2021	June 6, 2031	Kunshan Star Plus Action
达人悦己	30	PRC	54182349	September 28, 2021	September 27, 2031	Kunshan Star Plus Action
达人悦己	18	PRC	54207614	October 28, 2021	October 27, 2031	Kunshan Star Plus Action
达人悦己	5, 11	PRC	27763316, 27758433	November 7, 2018	November 6, 2028	Kunshan Star Plus Action

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达人悦己	36, 28, 25, 3, 30, 29, 14	PRC	27758451, 27754005, 27753673, 27753614, 27747579, 27747558, 27747536	October 28, 2018	October 27, 2028	Kunshan Star Plus Action
达人悦己	35	PRC	27757776	November 21, 2018	November 20, 2028	Kunshan Star Plus Action
魔力通 MOLITONE	30	PRC	43917767	January 28, 2021	January 27, 2031	Kunshan Star Plus Action
魔力通 MOLITONE	29, 33, 35, 31	PRC	48182273, 48176970, 48162720, 48162692	March 7, 2021	March 6, 2031	Kunshan Star Plus Action
魔力通 MOLITONE	43	PRC	48164783	April 7, 2021	April 6, 2031	Kunshan Star Plus Action
巨星汀睿	3, 35, 41, 44	PRC	52374836, 52383488, 52383560, 52392864	August 14, 2021	August 13, 2031	Kunshan Star Plus Action
巨星汀睿	38, 42	PRC	52388219, 52361168	August 21, 2021	August 20, 2031	Kunshan Star Plus Action
巨星汀睿	16	PRC	52373951	August 28, 2021	August 27, 2031	Kunshan Star Plus Action
巨星汀睿	9	PRC	52381191	September 7, 2021	September 6, 2031	Kunshan Star Plus Action
Star Plus Action	9, 42	PRC	52376920, 52363923	August 14, 2021	August 13, 2031	Kunshan Star Plus Action
Star Plus Action	35, 38	PRC	52375567, 52375587	August 21, 2021	August 20, 2031	Kunshan Star Plus Action



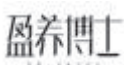









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<b>La DEW</b>	10, 31	PRC	52511808 52492013	August 21, 2021	August 20, 2031	Kunshan Star Plus Action
<b>La DEW</b>	29, 32, 33, 35, 44	PRC	52486484 52501221 52487413 52484478 52511820	August 28, 2021	August 27, 2031	Kunshan Star Plus Action
	42	PRC	51454068	October 21, 2021	October 20, 2031	Kunshan Star Plus Action
<b>La DEW</b>	30	PRC	52481023	September 21, 2021	September 20, 2031	Kunshan Star Plus Action
<b>La DEW</b>	5	PRC	52363847A	September 28, 2021	September 27, 2031	Kunshan Star Plus Action
<b>La DEW</b>	26	PRC	52487775	October 21, 2021	October 20, 2031	Kunshan Star Plus Action
<b>La DEW</b>	9	PRC	53668354	December 21, 2021	December 20, 2031	Kunshan Star Plus Action
<b>La DEW</b>	14	PRC	52500290	September 14, 2022	September 13, 2032	Kunshan Star Plus Action
	42	PRC	53668382	September 28, 2021	September 27, 2031	Kunshan Star Plus Action
	45	PRC	54224000	October 28, 2021	October 27, 2031	Kunshan Star Plus Action
	3, 31, 33	PRC	56919602, 56909120, 56916366	January 7, 2022	January 6, 2032	Kunshan Star Plus Action
	42	PRC	47205258	December 28, 2021	December 27, 2031	Kunshan Star Plus Action
<b>摩肌博士</b>	26, 24, 18, 21, 8, 20	PRC	52676433, 52674889, 52674814, 52673269, 52672165, 52669408	August 21, 2021	August 20, 2031	Star Plus Development



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	3, 43, 31, 44, 5, 32, 33	PRC	46627639, 46623392, 46622608, 46621143, 46618284, 46617052, 46604810	February 7, 2021	February 6, 2031	Star Plus Development
	29	PRC	46621540	July 7, 2021	July 6, 2031	Star Plus Development
	30	PRC	52093082	August 14, 2021	August 13, 2031	Star Plus Development
	30	PRC	46604731	August 21, 2021	August 20, 2031	Star Plus Development
	3	PRC	52073433	August 21, 2021	August 20, 2031	Star Plus Development
	3	PRC	50123093	August 21, 2021	August 20, 2031	Star Plus Development
	3	PRC	50120305	September 28, 2021	September 27, 2031	Star Plus Development
	3	PRC	50119938	September 21, 2021	September 20, 2031	Star Plus Development
	35, 9, 38	PRC	53452850, 53477060, 53456933	October 7, 2021	October 6, 2031	Star Plus Development
	41	PRC	53455223	December 28, 2021	December 27, 2031	Star Plus Development
	3, 8, 15, 26, 16	PRC	53873259, 53881890, 53864250, 53863860, 53873908	September 14, 2021	September 13, 2031	Star Plus Development
	29, 28, 36, 21, 14	PRC	53865372, 53880592, 53856624, 53856983, 53865429	September 21, 2021	September 20, 2031	Star Plus Development






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既来则乐	30, 44, 5	PRC	53880619, 53880695, 53873279	December 7, 2021	December 6, 2031	Star Plus Development
既来则乐	24, 2, 42, 39, 12, 10, 25	PRC	53880557, 53856206, 53856640, 53862457, 53873860, 53857759, 53875076	September 14, 2021	September 13, 2031	Star Plus Development
既来则乐	18, 11, 31, 33, 20	PRC	53855441, 53857771, 53880641, 53873534, 53880525	September 21, 2021	September 20, 2031	Star Plus Development
既来则乐	32	PRC	53878100	December 21, 2021	December 20, 2031	Star Plus Development
J-STYLE TRIP	38	PRC	56715545	February 21, 2022	February 20, 2032	Star Plus (Kunshan)
J-Style Trip	38	PRC	52498229	March 14, 2022	March 13, 2032	Star Plus (Kunshan)
	9	PRC	56148107	March 14, 2022	March 13, 2032	Kunshan Star Plus Action
LA DEW S.A.R.L.	16	PRC	59024019	March 14, 2022	March 13, 2032	Kunshan Star Plus Action
	36	PRC	57537360	March 21, 2022	March 20, 2032	Kunshan Star Plus Action

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	1, 2, 4,	PRC	61021649,	May 14, 2022	May 13, 2032	Kunshan Star Plus Action
	6, 8, 9,		61004626,			
	10, 11,		61012015,			
	12, 13,		61018229,			
	14, 15,		61007538,			
	16, 17,		61017951,			
	18, 19,		61033992,			
	20, 21,		61029932,			
	22, 23,		61000003,			
	24, 26,		61022285,			
	31, 32,		61035437,			
	33, 34,		61026997,			
	37, 38,		61028570,			
	39, 40,		61006670,			
	41, 42,		61011426,			
	43, 44,		61032128,			
	45		61004535,			
			61000119,			
			61015538,			
			61034041,			
			61007824,			
			61023834,			
			61032815,			
			61017642,			
			61032856,			
	61019016,					
	61014354,					
	61033187,					
	61025770,					
	61006239,					
	61046310,					
	61009701,					
	61015567,					
	61045780,					
	61027290					
	30	PRC	58291564	May 21, 2022	May 20, 2032	Star Plus (Kunshan)
	5, 21, 3	PRC	46241849, 46241894, 46224936	February 14, 2021	February 13, 2031	Star Plus Development
	11	PRC	58915525	March 7, 2022	March 6, 2032	Star Plus Development
	29	PRC	45827497	April 14, 2022	April 13, 2032	Star Plus Development







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	29	PRC	60086244	April 14, 2022	April 13, 2032	Star Plus Development
	21	PRC	60651692	May 7, 2022	May 6, 2032	Star Plus Development
	14	PRC	49027883	March 14, 2022	March 13, 2032	Star Plus Development
	5	PRC	57100850	March 28, 2022	March 27, 2032	Star Plus Development
	29	PRC	48284920	April 14, 2022	April 13, 2032	Star Plus Development
	9	PRC	60015248	April 21, 2022	April 20, 2032	Star Plus Development
	21	PRC	59765213	March 28, 2022	March 27, 2032	Star Plus Development and JVR Music
	29	PRC	60441487	April 28, 2022	April 27, 2032	Star Plus Development and JVR Music
MODONG	30	PRC	57613493	April 21, 2021	April 20, 2032	Star Plus Development
	10	PRC	57625041	April 28, 2022	April 27, 2032	Star Plus Development
	3, 9, 16, 29, 32, 41	PRC	60205952, 60217605, 60210834, 60197814, 60215362, 60191916	April 28, 2022	April 27, 2032	Star Plus Development
	35	PRC	60187847	May 7, 2022	May 6, 2032	Star Plus Development
	30	PRC	60191905	May 14, 2022	May 13, 2032	Star Plus Development
	43	PRC	49035752	May 7, 2022	May 6, 2032	Star Plus Development



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	29	PRC	60441472	May 7, 2022	May 6, 2032	Star Plus Development and JVR Music
巨星优选	3	PRC	60621181	May 21, 2022	May 20, 2032	Star Plus Development
	29, 30, 32	PRC	61006341, 61021234, 61048987	May 28, 2022	May 27, 2032	Star Plus Development and JVR Music
STAR PLUS LEGEND HOLDINGS	9	PRC	49020225	September 7, 2022	September 6, 2032	Star Plus Development
	30	PRC	53655579	October 14, 2022	October 13, 2032	Star Plus Development
Coach Liu	44	PRC	63049060	September 7, 2022	September 6, 2032	Talent Planet
爱吃鲜摩人	3, 5	PRC	63427471, 63428041	September 14, 2022	September 13, 2032	Talent Planet
爱吃鲜摩人	10	PRC	63426376	September 14, 2022	September 13, 2032	Star Plus Development
爱吃鲜摩人	18, 25, 28, 31, 32, 33, 41, 44	PRC	63401368, 63405781, 63410221, 63412669, 63422347, 63409400, 63402611, 63405888	September 14, 2022	September 13, 2032	Talent Planet
Jverse	35	PRC	62311228	September 21, 2022	September 20, 2032	Star Plus Development
魔洞	29	PRC	58020891	September 28, 2022	September 27, 2032	Star Plus Development
	5	PRC	62311278	September 28, 2022	September 27, 2032	Star Plus Development
Ape Foodies	30	PRC	63648902	September 28, 2022	September 27, 2032	Talent Planet
SPLegend	45	PRC	63968080	October 7, 2022	October 6, 2032	Star Plus Development

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爱吃鲜摩人	29	PRC	63410752A	October 14, 2022	October 13, 2032	Star Plus Development
爱吃鲜摩人	35	PRC	63410396A	October 14, 2022	October 13, 2032	Star Plus Development
MODONG	30	PRC	61426217	October 14, 2022	October 13, 2032	Star Plus Development
魔洞	43	PRC	64145752	October 21, 2022	October 20, 2032	Star Plus Development
	25	PRC	61173305	September 14, 2022	September 13, 2032	Star Plus Development and JVR Music
	25	PRC	61175975	October 7, 2022	October 6, 2032	Star Plus Development and JVR Music
VIVI CYCLE	25	PRC	53234526	September 14, 2021	September 13, 2031	Talent Planet
刘畊宏	25, 3, 5, 9, 10, 12, 18	PRC	64222810, 64227489, 64227511, 64233924, 64233933, 64226154, 64244190	October 14, 2022	October 13, 2032	Talent Planet
刘畊宏	27	PRC	64222053	October 21, 2022	October 20, 2032	Talent Planet

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(ii) *Copyrights*

As of the Latest Practicable Date, our Group had registered the following copyrights which are material to our business:

Copyright name	Place of registration	Registration number	First publication date	Registration date	Registered owner
周游记	PRC	GZDZ-2018-L-00515076* (國作登字-2018-L-00515076)	-	March 23, 2018	Star Plus (Kunshan)
周游记	PRC	GZDZ-2020-F-00994755* (國作登字-2020-F-00994755)	February 10, 2020	April 9, 2020	Star Plus (Kunshan)
巨星E学院	PRC	GZDZ-2020-F-01157287* (國作登字-2020-F-01157287)	June 4, 2020	November 5, 2020	Kunshan Star Plus Action
巨星行动LOGO	PRC	GZDZ-2020-F-01155137* (國作登字-2020-F-01155137)	February 6, 2018	November 2, 2020	Kunshan Star Plus Action
哎哟不PANG哦	PRC	GZDZ-2020-F-01030616* (國作登字-2020-F-01030616)	September 9, 2019	May 25, 2020	Kunshan Star Plus Action
喝不PANG奶茶	PRC	GZDZ-2020-F-01030618* (國作登字-2020-F-01030618)	September 9, 2019	May 25, 2020	Kunshan Star Plus Action
魔胴防弹咖啡能量包	PRC	GZDZ-2020-F-00994485* (國作登字-2020-F-00994485)	April 30, 2019	March 30, 2020	Kunshan Star Plus Action
魔胴防弹咖啡/周游记版	PRC	GZDZ-2020-F-00994682* (國作登字-2020-F-00994682)	March 22, 2020	April 7, 2020	Kunshan Star Plus Action
魔胴防弹咖啡	PRC	GZDZ-2020-F-00994684* (國作登字-2020-F-00994684)	April 30, 2019	April 7, 2020	Kunshan Star Plus Action
魔胴防弹咖啡能量包(回忆版)	PRC	GZDZ-2020-F-01039637* (國作登字-2020-F-01039637)	April 5, 2019	June 19, 2020	Kunshan Star Plus Action
魔胴防弹咖啡正面图	PRC	GZDZ-2021-F-00014938* (國作登字-2021-F-00014938)	March 22, 2020	January 21, 2021	Kunshan Star Plus Action
魔胴防弹咖啡能量包正面图	PRC	GZDZ-2021-F-00014941* (國作登字-2021-F-00014941)	April 30, 2019	January 21, 2021	Kunshan Star Plus Action

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周同学	PRC	GZDZ-2021-F-00014943* (國作登字-2021-F-00014943)	October 2, 2019	January 21, 2021	Star Plus Development; JVR Music
周同学美术系列 作品三之插图类	PRC	GZDZ -2021-F-00261339* (國作登字-2021-F-00261339)	-	November 12, 2021	Star Plus Development; JVR Music
周同学美术系列 作品三之形象类	PRC	GZDZ-2021-F-00261337* (國作登字-2021-F-00261337)	December 18, 2020	November 12, 2021	Star Plus Development; JVR Music
周同学美术系列 作品三之形象类	PRC	GZDZ-2021-F-00261338* (國作登字-2021-F-00261338)	December 18, 2020	November 12, 2021	Star Plus Development; JVR Music
周同学美术系列 作品三之插图类	PRC	GZDZ-2021-F-00261336* (國作登字-2021-F-00261336)	December 18, 2020	November 12, 2021	Star Plus Development; JVR Music
周同学美术系列 作品四	PRC	GZDZ-2022-F-10008085* (國作登字-2022-F-10008085)	-	January 13, 2022	Star Plus Development; JVR Music
周同学美术系列 作品五	PRC	GZDZ-2021-F-00264203* (國作登字-2021-F-00264203)	-	November 16, 2021	Star Plus Development; JVR Music
文山晋阳堂 – 烟花易冷艺术 系列一	PRC	GZDZ-2022-F-10016310* (國作登字-2022-F-10016310)	September 21, 2021	January 24, 2022	Star Plus Development
文山晋阳堂 – 烟花易冷艺术 系列二	PRC	GZDZ-2022-F-10016311* (國作登字-2022-F-10016311)	-	January 24, 2022	Star Plus Development
周同学美术系列 作品六 – 王者周	PRC	GZDZ-2021-F-00294337* (國作登字-2021-F-00294337)	-	December 23, 2021	Star Plus Development; JVR Music

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周同学美术系列 作品七 – 周同学 新年 – 形象类	PRC	GZDZ-2022-F-10014612* (國作登字-2022-F-10014612)	-	January 20, 2022	Star Plus Development; JVR Music
周同学美术系列 作品七 – 周同学 新年 – 插图类	PRC	GZDZ-2022-F-10014611* (國 作登字-2022-F-10014611)	-	January 20, 2022	Star Plus Development; JVR Music
创意人像剪影	PRC	GZDZ-2022-F-10054997* (國 作登字-2022-F-10054997)	April 1, 2017	March 11, 2022	Star Plus Development
周同学美术系列作 品 – 系列八周同 学春日时光机 – 形象类	PRC	GZDZ-2022-F-10127433* (國 作登字-2022-F-10127433)	-	June 28, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列八周同 学春日时光机 – 插图类	PRC	GZDZ-2022-F-10127435* (國 作登字-2022-F-10127435)	-	June 28, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列八周同 学春日时光机 – 插图类	PRC	GZDZ-2022-F-10127434* (國 作登字-2022-F-10127434)	-	June 28, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列九周游 记2图库 – 插图 类	PRC	GZDZ-2022-F-10108393* (國 作登字-2022-F-10108393)	-	May 27, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列九周游 记2图库 – 组合 图类	PRC	GZDZ-2022-F-10108395* (國 作登字-2022-F-10108395)	-	May 27, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列九周游 记2图库 – 黑白 图类	PRC	GZDZ-2022-F-10108394* (國 作登字-2022-F-10108394)	-	May 27, 2022	Star Plus Development and JVR Music

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摩登原食人 IP-Bonggie系列 之抹茶粉	PRC	GZDZ-2022-F-10112068* (國 作登字-2022-F-10112068)	-	June 6, 2022	Talent Planet (HK) Limited
摩肌博士系列 – 莫飞博士系列图 库1	PRC	GZDZ-2022-F-10122384* (國 作登字-2022-F-10122384)	-	June 16, 2022	Star Plus Development
摩肌博士系列 – 莫飞博士系列图 库1	PRC	GZDZ-2022-F-10122385* (國 作登字-2022-F-10122385)	-	June 16, 2022	Star Plus Development
周同学美术系列作 品 – 系列九周游 记2图库 – 形象 类	PRC	GZDZ-2022-F-10125718* (國 作登字-2022-F-10125718)	-	June 22, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列九周游 记2图库 – 形象 类	PRC	GZDZ-2022-F-10125713* (國 作登字-2022-F-10125713)	-	June 22, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列九周游 记2图库 – 形象 类	PRC	GZDZ-2022-F-10125719* (國 作登字-2022-F-10125719)	-	June 22, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列九周游 记2图库 – 形象 类	PRC	GZDZ-2022-F-10125717* (國 作登字-2022-F-10125717)	-	June 22, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列九周游 记2图库 – 形象 类	PRC	GZDZ-2022-F-10125714* (國 作登字-2022-F-10125714)	-	June 22, 2022	Star Plus Development and JVR Music
周同学美术系列作 品 – 系列九周游 记2图库 – 形象 类	PRC	GZDZ-2022-F-10125715* (國 作登字-2022-F-10125715)	-	June 22, 2022	Star Plus Development and JVR Music



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Copyright Name	Place of registration	Registration number	First publication date	Registration date	Registered owner
周同学美术系列作品 - 系列九周游记2图库 - 形象类	PRC	GZDZ-2022-F-10125716* (國作登字-2022-F-10125716)	-	June 22, 2022	Star Plus Development and JVR Music
原始人形象	PRC	GZDZ-2022-F-10206966* (國作登-2022-F-10206966)	-	September 29, 2022	Talent Planet
爱吃鲜摩人人物形象	PRC	GZDZ-2022-F-10164907* (國作登-2022-F-10164907)	-	August 12, 2022	Talent Planet
周同学美术系列作品十三-蒸汽周	PRC	GZDZ-2022-F-10210108* (國作登-2022-F-10210108)	-	October 10, 2022	Star Plus Development and JVR Music
CHOUCHOU	PRC	GZDZ-2022-F-10210107* (國作登-2022-F-10210107)	-	October 10, 2022	Star Plus Development and JVR Music
周同学美术系列作品十二-药师周3D	PRC	GZDZ-2022-F-10204155* (國作登-2022-F-10204155)	-	September 27, 2022	Star Plus Development and JVR Music
周同学美术系列作品十二-药师周2D	PRC	GZDZ-2022-F-10204157* (國作登-2022-F-10204157)	-	September 27, 2022	Star Plus Development and JVR Music
周同学美术系列作品-系列十一-古典钢琴周	PRC	GZDZ-2022-F-10164908* (國作登-2022-F-10164908)	-	August 12, 2022	Star Plus Development and JVR Music
周同学美术系列作品六-王者周插图	PRC	GZDZ-2022-F-10204156* (國作登-2022-F-10204156)	-	September 27, 2022	Star Plus Development and JVR Music

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Copyright Name	Place of registration	Registration number	First publication date	Registration date	Registered owner
爱吃鲜摩人	PRC	GZDZ-2022-F-10213060* (國 作登-2022-F-10213060)	July 1, 2022	October 24, 2022	Talent Planet
刘畊宏男孩女孩美术作品-2D系列-运动健身一	PRC	GZDZ-2022-F-10226365* (國 作登-2022-F-10226365)	-	November 3, 2022	Talent Planet
刘教练美术作品-2D系列-运动健身一	PRC	GZDZ-2022-F-10226363* (國 作登-2022-F-10226363)	-	November 3, 2022	Talent Planet
VIVI美术作品-2D系列-运动健身一	PRC	GZDZ-2022-F-10226364* (國 作登-2022-F-10226364)	-	November 3, 2022	Talent Planet
周同学美术系列作品十四-足球系列	PRC	GZDZ-2022-F-10231235* (國 作登-2022-F-10231235)	-	November 8, 2022	Star Plus Development and JVR Music
魔胴轻萃咖啡产品包装	PRC	GZDZ-2022-F-10236923* (國 作登字-2022-F-10236923)	May 20, 2022	November 11, 2022	Star Plus Development

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*(iii) Software Copyrights*

As of the Latest Practicable Date, our Group was the registered owner of the following software copyrights:

<u>Software copyright</u>	<u>Place of registration</u>	<u>Registration number</u>	<u>First publication date</u>	<u>Registration date</u>	<u>Registered owner</u>
魔胴健康软件 V1.0.0	PRC	2020SR1110558	August 30, 2020	September 16, 2020	Kunshan Star Plus Action
巨星行动茶小姐 渠道系统V1.0	PRC	2021SR0730981	-	May 20, 2021	Kunshan Star Plus Action
巨星行动活动报名 系统V1.0	PRC	2021SR0727636	-	May 20, 2021	Kunshan Star Plus Action
巨星行动素材 资料库系统V1.0	PRC	2021SR0727626	-	May 20, 2021	Kunshan Star Plus Action
巨星行动魔胴咖啡 渠道系统V1.0	PRC	2021SR0724109	-	May 20, 2021	Kunshan Star Plus Action
巨星行动摩肌博士 渠道系统V1.0	PRC	2021SR0722332	-	May 19, 2021	Kunshan Star Plus Action
巨星行动商学院 系统V1.0	PRC	2021SR0721652	-	May 19, 2021	Kunshan Star Plus Action
巨星行动电子商城 系统V1.0	PRC	2021SR0714816	-	May 19, 2021	Kunshan Star Plus Action
巨星行动超频 美雕仪系统V1.0	PRC	2021SR0719972	-	May 19, 2021	Kunshan Star Plus Action
巨星优选软件 V1.0.0	PRC	2021SR0686007	-	May 13, 2021	Kunshan Star Plus Action
巨星优选后台管理 系统V1.0.0	PRC	2021SR0596924	-	April 26, 2021	Kunshan Star Plus Action
巨星推荐系统 V1.0.0	PRC	2021SR0591492	-	April 25, 2021	Kunshan Star Plus Action

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Software copyright	Place of registration	Registration number	First publication date	Registration date	Registered owner
魔胴轻体赛管理系统V1.0.0	PRC	2021SR0591500	-	April 25, 2021	Kunshan Star Plus Action
魔胴考核系统V1.0.0	PRC	2021SR0587472	-	April 23, 2021	Kunshan Star Plus Action
魔胴排位赛系统V1.0.0	PRC	2021SR0573537	-	April 22, 2021	Kunshan Star Plus Action
巨星星圈系统V1.0.0	PRC	2021SR0573603	-	April 22, 2021	Kunshan Star Plus Action
魔胴素材系统V1.0.0	PRC	2021SR0570871	-	April 21, 2021	Kunshan Star Plus Action
魔胴打卡系统V1.0.0	PRC	2021SR0566091	-	April 21, 2021	Kunshan Star Plus Action
摩肌博士打卡系统V1.0.0	PRC	2021SR0566092	-	April 21, 2021	Kunshan Star Plus Action
巨星商学院系统V1.0.0	PRC	2021SR0564485	-	April 21, 2021	Kunshan Star Plus Action
巨星优选商户系统V1.0.0	PRC	2021SR0570822	-	April 21, 2021	Kunshan Star Plus Action
魔胴体脂秤系统V1.0.0	PRC	2021SR0560781	-	April 20, 2021	Kunshan Star Plus Action
巨星商品管理系统V1.0.0	PRC	2021SR0560543	February 20, 2020	April 20, 2021	Kunshan Star Plus Action
魔胴轻体师管理系统V1.0.0	PRC	2021SR0559736	-	April 20, 2021	Kunshan Star Plus Action
巨星优选星友系统V1.0.0	PRC	2021SR0551265	-	April 19, 2021	Kunshan Star Plus Action
摩肌博士社区管理系统V1.0.0	PRC	2021SR0551795	-	April 19, 2021	Kunshan Star Plus Action

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<u>Software copyright</u>	<u>Place of registration</u>	<u>Registration number</u>	<u>First publication date</u>	<u>Registration date</u>	<u>Registered owner</u>
摩肌博士活动管理系统V1.0.0	PRC	2021SR0556231	-	April 19, 2021	Kunshan Star Plus Action
巨星热卖系统V1.0.0	PRC	2021SR0542694	February 20, 2020	April 15, 2021	Kunshan Star Plus Action
魔胴健康管理系统V1.0.0	PRC	2021SR0542209	-	April 15, 2021	Kunshan Star Plus Action
摩肌博士体验系统V1.0.0	PRC	2021SR0542830	-	April 15, 2021	Kunshan Star Plus Action

**(iv) Domain names**

As of the Latest Practicable Date, our Group had registered the following domain names which were material to our business:

<u>Domain name</u>	<u>Registered owner</u>	<u>Date of expiry</u>
starpluslegend.cn	Star Plus (Kunshan)	April 23, 2023
starplusholdings.cn	Star Plus (Kunshan)	January 28, 2024
jstarplus.cn	Star Plus (Kunshan)	January 28, 2024
splegend.cn	Kunshan Star Plus Action	December 17, 2023
splegend.net.cn	Kunshan Star Plus Action	December 17, 2023
splegend.com.cn	Kunshan Star Plus Action	December 17, 2023
star-action.cn	Kunshan Star Plus Action	January 28, 2024
j-xcyx.cn	Kunshan Star Plus Action	July 27, 2023
j-jxxd.cn	Kunshan Star Plus Action	July 21, 2024

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C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Disclosure of interests

(a) *Interests of the Directors and chief executive of our Company*

Immediately following the completion of the [REDACTED] and the [REDACTED] (assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued pursuant to the Share Option Schemes), the interests or short positions of the Directors and chief executive of our Company 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 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 entered in the register referred to in that section, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules, to be notified to our Company and the Stock Exchange, once the Shares are [REDACTED], will be as follows:

(i) *Interests in our Company*

Name of Director	Nature of interest	Shares held immediately following the completion of the [REDACTED] and the [REDACTED]	
		Number	Percentage
Ms. Ma <sup>(3)</sup>	Interest in a controlled corporation/interest of party acting in concert	[REDACTED] (L)	[REDACTED]
Mr. Yang <sup>(3)(4)</sup>	Interest in a controlled corporation/interest of party acting in concert	[REDACTED] (L)	[REDACTED]
Mr. Chen <sup>(3)</sup>	Interest in a controlled corporation/interest of party acting in concert	[REDACTED] (L)	[REDACTED]
Mr. Lai	Beneficial interest	[REDACTED] (L)	[REDACTED]
Dr. Qian <sup>(5)</sup>	Beneficial interest/interest of spouse	[REDACTED] (L)	[REDACTED]

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*Notes:*

- (1) The letter “L” denotes the person’s long position in our Shares.
- (2) The calculation is based on the total number of [REDACTED] Shares in issue immediately following the completion of the [REDACTED] and the [REDACTED] (assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued pursuant to the Share Option Schemes).
- (3) Pursuant to the Concert Party Agreement, Ms. Ma, Mr. Yang, Ms. Yeh, and Mr. Chen have agreed, among other things, that they shall act in concert in respect of their voting rights and actively cooperate to consolidate control over voting rights of our Company. Accordingly, Ms. Ma, Mr. Yang, Ms. Yeh and Mr. Chen are parties acting in concert (having the meaning ascribed to it under the Takeovers Codes); and each of Ms. Ma, Mr. Yang, Ms. Yeh and Mr. Chen is deemed to be interested in all the Shares in which each of them is interested under the SFO. For further details, please refer to the paragraph headed “Relationship with our Controlling Shareholders – Concert Party Agreement” in this document.
- (4) Mr. Yang holds 50% shares of Legend Key, which in turn directly holds [REDACTED] of our Shares immediately following the completion of the [REDACTED] and the [REDACTED] (assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued pursuant to the Share Option Schemes). As such, Mr. Yang is deemed to be interested in all the Shares held by Legend Key under the SFO.
- (5) Dr. Qian is the spouse of Ms. Zhang, who is interested in [12,815,680] of our Shares immediately following the completion of the [REDACTED] and the [REDACTED] (assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued pursuant to the Share Option Schemes). As such, Dr. Qian is deemed to be interested in all the Shares in which Ms. Zhang is interested under the SFO.

(ii) *Interests in our associated corporations*

<u>Name of Director</u>	<u>Name of our associated corporation</u>	<u>Nature of interest</u>	<u>Interest in our associated corporation</u>	
			<i>Number</i>	<i>Percentage</i>
Ms. Ma	Harmony Culture	Beneficial interest	1	100%
Mr. Yang	Legend Key	Beneficial interest	500,000	50%
Mr. Chen	Max One	Beneficial interest	2,000,000	100%

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*(b) Interests of the Substantial Shareholders*

Save as disclosed in the section headed “Substantial Shareholders” in this document, immediately following the completion of the [REDACTED] and the [REDACTED] (assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued pursuant to the Share Option Schemes), our Directors are not aware of any other person (other than a Director or chief executive of our Company) who will have an interest or short position in the Shares or the underlying Shares which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or are, directly or indirectly, interested in 10% or more of the issued voting Shares of our Company.

*(c) Interests of Substantial Shareholders in our members of our Group*

As of the Latest Practicable Date, so far as is known to our Directors, the following persons were interested in 10% or more of the issued voting shares of members of our Group (other than our Company):

<u>Name of shareholder</u>	<u>Nature of interest</u>	<u>Name of our Group company</u>	<u>Percentage of shareholding</u>
Sapphire Prismatic Limited	Beneficial interest	Secret Music (HK)	50%
Chan Yu-hao <sup>(1)</sup>	Interest in a controlled corporation	Secret Music (HK)	50%
Beijing Master	Beneficial interest	Beijing Star Plus Master	30%
Tianjin Baihong Movie Production Centre (Limited Partnership) (天津百鴻影視製作中心有限合夥) (“ <b>Tianjin Baihong</b> ”) <sup>(2)</sup>	Interest in a controlled corporation	Beijing Star Plus Master	30%
Shenzhen Master Cultural Media Company Limited (深圳精湛文創文化傳媒有限公司) (“ <b>Shenzhen Master</b> ”) <sup>(2)</sup>	Interest in a controlled corporation	Beijing Star Plus Master	30%
Zhang, Shuming (張書明) <sup>(2)</sup>	Interest in a controlled corporation	Beijing Star Plus Master	30%
W&V <sup>(3)</sup>	Beneficial interest	Talent Planet	30%
MENG Ching-Jung	Interest in a controlled corporation	Talent Planet	30%



*Notes:*

- (1) Sapphire Prismatic Limited is beneficially and wholly owned by Chan, Yu-hao. As such, Chan, Yu-hao is deemed to be interest in the shares of Secret Music (HK) held by Sapphire Prismatic under the SFO.
- (2) To the knowledge of our Company, Tianjin Baihong and Zhang, Shu Ming is interested in 76% and 24% of the equity interest in Beijing Master, respectively. The general partner of Tianjin Baihong is Shenzhen Master, which is beneficially and wholly owned by Zhang, Shuming. Shenzhen Master and Zhang, Shuming contributed approximately 66% and 30% of the capital of Tianjin Baihong, respectively. As such, each of Tianjin Baihong, Shenzhen Master and Zhang, Shuming is deemed to be interested in the equity interest of Beijing Star Plus Master held by Beijing Master under the SFO.
- (3) W&V is beneficially and owned as to 95% by MENG Ching-Jung. As such, MENG Ching-Jung is deemed to be interest in the shares of Talent Planet held by W&V under the SFO.

## **2. Directors' service contracts**

Each of our executive Directors and non-executive Directors [has] entered into a service contract with our Company on [•], and we [signed] letters of appointment with each of our independent non-executive Directors. The service contracts with each of our executive Directors and non-executive Directors are for an initial fixed term of three years commencing from [•]. The letters of appointment with each of our independent non-executive Directors are for an initial fixed term of three years. The service contracts and the letters of appointment are subject to termination in accordance with their respective terms. The service contracts may be renewed in accordance with our Articles of Association and the applicable Listing Rules.

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

## **3. Directors' remuneration**

The aggregate remuneration (including salaries and bonuses, contribution to retirement scheme, medical insurances and other social insurance and share-based compensation) paid to the Directors for each of the four years ended December 31, 2022 were nil, RMB0.4 million, RMB4.8 million and RMB4.5 million, respectively. Save as disclosed above, no other payments had been made or were payable by any of member of our Group to any of our Directors for each of the four years ended December 31, 2022.

Our independent non-executive Directors [have] been appointed for a term of three years. We intend to pay a director's fee of HK\$[240,000] per annum to each of the independent non-executive Directors, respectively. Save for the director's fees, none of our independent non-executive Directors is expected to receive any other remuneration for holding his or her office as an independent non-executive Director.

Under the arrangements currently in force, the aggregate amount of remuneration, excluding share-based payments and discretionary bonuses, payable to our Directors for the year ending December 31, 2023 is estimated to approximately RMB3.6 million.

There was no arrangement under which a Director has waived or agreed to waive any emoluments for each of the three financial years immediately preceding the issue of this document.

For further details of the terms of the above service contracts, please refer to the paragraph headed “– C. Further information about our Directors and Substantial Shareholders – 2. Directors’ service contracts” in this Appendix.

#### **4. Directors’ Competing Interests**

Save as disclosed in the sections headed “Directors and Senior Management” and “Relationship with our Controlling Shareholders” in this document, none of our Directors are interested in any business apart from our Group’s business which competes or is likely to compete, directly or indirectly, with the business of our Group.

#### **5. Disclaimer**

Save as disclosed the section headed “Substantial Shareholders” in this document and “Further information about Directors and substantial Shareholders” in this appendix in this document:

- (i) none of our Directors or chief executive of our Company has any interests or short positions 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 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 he is taken or deemed to have taken 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 in that section, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers, to be notified to our Company and the Stock Exchange, once the Shares are [REDACTED] on the Stock Exchange;
- (ii) so far as is known to any Director or chief executive of our Company, no person has an interest or short position in the Shares and underlying Shares which would fall to be disclosed to our Company and the Stock Exchange 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 members of our Group;

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- (iii) none of the Directors nor any of the persons listed in the paragraph headed “– E. Other information – 5. Qualification of experts” in this Appendix is interested in the promotion of, or in any assets which have been, within the two years immediately preceding the issue of this document, acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;
- (iv) none of the Directors nor any of the persons listed in the paragraph headed “– E. Other information – 5. Qualification of experts” in this Appendix is materially interested in any contract or arrangement with the Group subsisting at the date of this document which is unusual in its nature or conditions or which is significant in relation to the business of the Group as a whole;
- (v) save in connection with [REDACTED], none of the persons listed in the paragraph headed “– E. Other information – 5. Qualification of experts” in this Appendix has any shareholding in any member of the Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group;
- (vi) none of the Directors has entered or has proposed to enter into any service agreements with our Company or any member of the Group (other than contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation); and
- (vii) save as contemplated under the [REDACTED], none of our Directors, their respective associates (as defined under the Listing Rules), or Shareholders who are interested in more than 5% of the issued share capital of our Company has any interest in our Company’s top five customers and top five suppliers.

### D. SHARE OPTION SCHEMES

#### 1. [REDACTED] Stock Incentive Plan

Pursuant to the resolution passed by our Shareholders on August 3, 2020, we approved and adopted the rules of the [REDACTED] Stock Incentive Plan. The principal terms of the [REDACTED] Stock Incentive Plan are as follows:

##### (i) *Purpose*

To attract and retain the best available personnel, to provide additional incentives to Eligible Persons and to promote the success of our Company’s business.

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### *(ii) Who may participate*

Awards (as defined below) under the [REDACTED] Stock Incentive Plan may be granted to those persons that the Administrator (as defined below) determines to be Eligible Persons. An “**Eligible Person**” means:

- (a) any person, including a director, who is in the employment of the Company or any Related Entity (as defined in the [REDACTED] Stock Incentive Plan), subject to the control and direction of the Company or any Related Entity as to both the work to be performed and the manner and method of performance;
- (b) a member of the Board or the board of directors of any Related Entity; or
- (c) any person (other than those mentioned above, solely with respect to rendering services in such person’s capacity as an employee or director) who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity (“**service provider**”).

Subject to the provisions of the [REDACTED] Stock Incentive Plan, the Administrator may, from time to time, select from among all Eligible Persons to whom Awards in the form of, among other things, options, share appreciation rights, dividend equivalent rights, restricted shares, restricted share units (collectively, “**Awards**”) shall be granted and shall determine the nature and amount of each Award.

An Award may consist of one or more such security or benefit. No Awards had been granted to directors and employees of the holding companies, fellow subsidiaries or associated companies of our Company, or service providers.

### *(iii) Maximum number of Shares in respect of which Awards may be granted*

25,000,000 Shares, subject to any adjustment pursuant to the provisions of the [REDACTED] Stock Incentive Plan.

### *(iv) Administration*

The [REDACTED] Stock Incentive Plan is administered by the Administrator, who may authorise one or more officers or directors to grant such Awards and may limit such authority as the Administrator determines from time to time. The “**Administrator**” means the Director designated by the Board to administer the [REDACTED] Stock Incentive Plan.

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Subject to applicable laws and the provisions of the [REDACTED] Stock Incentive Plan, and except as otherwise provided by the Board, the Administrator shall have the authority, in its discretion:

- (a) to select the Eligible Persons to whom Awards may be granted from time to time thereunder;
- (b) to determine whether and to what extent Awards are granted thereunder;
- (c) to determine the type or the number of Awards to be granted, the number of Shares or the amount of consideration to be covered by each Award granted thereunder;
- (d) to approve forms of Award Agreements (as defined below) for use under the [REDACTED] Stock Incentive Plan, to amend terms of the Award Agreements;
- (e) to determine or alter the terms and conditions of any Award granted thereunder (including without limitation the vesting schedule and exercise price set out in the notice of stock option award and the Award Agreements);
- (f) to amend the terms of any outstanding Award granted under the [REDACTED] Stock Incentive Plan, provided that any amendment that would adversely affect the grantee's rights under an outstanding Award in material aspects shall not be made without the grantee's written consent;
- (g) to construe and interpret the terms of the [REDACTED] Stock Incentive Plan and Awards, including without limitation, any notice of award or Award Agreement, granted pursuant to the [REDACTED] Stock Incentive Plan;
- (h) to require the grantee to provide representation or evidence that any currency used to pay the exercise price of any Award was legally acquired and taken out of the jurisdiction in which the grantee resides in accordance with the applicable laws; and
- (i) to take such other action, not inconsistent with the terms of the [REDACTED] Stock Incentive Plan and the applicable laws, as the Administrator deems appropriate.

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*(v) Grant of Awards*

- (a) The Administrator is authorized to award any type of arrangement to an Eligible Person that is not inconsistent with the provisions of the [REDACTED] Stock Incentive Plan and that by its terms involves or might involve the issuance of (a) Shares, (b) cash or (c) options, share appreciation rights, or similar rights with a fixed or variable price related to the Fair Market Value (as defined in the [REDACTED] Stock Incentive Plan) of the Shares and with exercise or conversion privileges related to the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions.
- (b) The Administrator may issue Awards under the [REDACTED] Stock Incentive Plan in settlement, assumption or substitution for, outstanding awards or obligations to grant future awards in connection with the Company or a Related Entity acquiring another entity, an interest in another entity or an additional interest in a Related Entity whether by merger, share purchase, asset purchase or other form of transaction.
- (c) Each Award shall be designated in an award agreement ("**Award Agreement**"). Subject to the terms of the [REDACTED] Stock Incentive Plan, the Administrator shall determine the provisions, terms, and conditions of each Award. Each Award shall be subject to the terms of an Award Agreement approved by the Administrator.

*(vi) Term of Awards*

The term of each Award shall be the term stated in the Award Agreement. Notwithstanding the foregoing, the specified term of any Award shall not include any period for which the Grantee has elected to defer the receipt of the Shares or cash issuable pursuant to the Award.

*(vii) Exercise or Purchase Price*

The exercise or purchase price, if any, for an Award shall be determined by the Administrator; provided (a) in the case of options or share appreciation rights granted to U.S. taxpayers, shall not be less than 100% of the Fair Market Value of a Share as of the date of grant; and (b) in the case of an Incentive Stock Option granted to an U.S. taxpayer, who, at the time the Incentive Stock Option is granted, owns (or, pursuant to Section 424(d) of the U.S. Code, is deemed to own) Shares representing more than 10% of the total combined voting power of all classes of shares of the Company or any Subsidiary (as defined in the [REDACTED] Stock Incentive Plan) or Affiliate (as defined in the [REDACTED] Stock Incentive Plan), the per Share exercise price will be no less than 110% of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing, in the case of an Award issued pursuant to the paragraph (v)(b) above, the exercise or purchase price for the Award shall be

determined in accordance with the provisions of the relevant instrument evidencing the agreement to issue such Award.

*(viii) Method of payment*

Subject to applicable laws, the consideration to be paid for the Shares to be issued upon exercise or purchase of an Award including the method of payment, shall be determined by the Administrator. In addition to any other types of consideration the Administrator may determine, the Administrator is authorized to accept as consideration for Shares issued under the [REDACTED] Stock Incentive Plan the following:

- (a) cash;
- (b) check;
- (c) if the exercise or purchase occurs on or after the Registration Date (as defined in the [REDACTED] Stock Incentive Plan), or as otherwise permitted by the Administrator, surrender of Shares or delivery of a properly executed form of attestation of ownership of Shares as the Administrator may require which have a Fair Market Value on the date of surrender or attestation equal to the aggregate exercise price of the Shares as to which said Award shall be exercised;
- (d) with respect to options, if the exercise occurs on or after the Registration Date, payment through a broker-dealer sale and remittance procedure pursuant to which the grantee (A) shall provide written instructions to a Company designated brokerage firm to effect the immediate sale of some or all of the purchased Shares and remit to the Company sufficient funds to cover the aggregate exercise price payable for the purchased Shares; and (B) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction; or
- (e) any combination of the foregoing methods of payment.

The Administrator may at any time or from time to time, grant Awards which do not permit all of the foregoing forms of consideration to be used in payment for the Shares or which otherwise restrict one or more forms of consideration.

- (a) No Shares shall be delivered under the [REDACTED] Stock Incentive Plan to any grantee or other person until such grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of any income and employment tax withholding obligations under any applicable laws. The grantee shall be responsible for all taxes associated with the receipt, vest, exercise, transfer and disposal of the Awards and the Shares.



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Upon exercise of an Award, the Company and/or the Related Entity which is an employer of the grantee shall have the right to withhold or collect from grantee an amount sufficient to satisfy such tax obligations.

*(ix) Exercise*

- (a) Any Award granted thereunder shall be exercisable at such times and under such conditions as determined by the Administrator under the terms of the [REDACTED] Stock Incentive Plan and specified in the Award Agreement. An Award shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Award by the Eligible Person entitled to exercise the Award and full payment for the Shares with respect to which the Award is exercised, including, use of the broker-dealer sale and remittance procedure to pay the purchase price.
- (b) An Award may not be exercised after the termination date of such Award set forth in the Award Agreement and may be exercised following the termination of a grantee's continuous service only to the extent provided in the Award Agreement. Where the Award Agreement permits a grantee to exercise an Award following the termination of the grantee's continuous service for a specified period, the Award shall terminate to the extent not exercised on the last day of the specified period or the last day of the original term of the Award, whichever occurs first.
- (c) Notwithstanding the foregoing, the Award shall not be exercised if the Administrator (in its sole discretion) determines that an exercise would violate any applicable laws.
- (d) Notwithstanding the foregoing, the Administrator may determine that the Award shall not be exercised before the consummation of (i) an [REDACTED] of the Company; or (ii) a Corporate Transaction (as defined in the [REDACTED] Stock Incentive Plan) or a Change in Control (as defined in the [REDACTED] Stock Incentive Plan), except as permitted by the applicable Award Agreement.

The options shall vest in four (4) years. The options representing 25% of the Shares shall vest on the first anniversary of the vesting commencement date, with remaining portions vesting in equal annual instalments over next three (3) years.

*(x) Transferability of Awards*

Subject to the applicable laws, Awards shall be transferable (i) by will and by the laws of descent and distribution; and (ii) during the lifetime of the grantee, only to the extent and in the manner approved by the Administrator. Notwithstanding the foregoing, the grantee may designate one or more beneficiaries of the grantee's Award



in the event of the grantee's death on a beneficiary designation form provided by the Administrator.

*(xi) Company's Repurchase Right*

Upon termination of the grantee's continuous service for any reason, all unvested Awards shall be terminated immediately without further effect. To the extent any vested Award is not terminated, following termination of the grantee's continuous service for any reason, the Company shall have the right (but not the obligation) to repurchase (the "**Repurchase Right**") from the grantee all or any portion of the vested Awards or the Shares obtained by the grantee upon exercise of any Awards. The Repurchase Right may be exercised by the Company at any time within two years after termination of the grantee's continuous service.

*(xii) Adjustments*

Subject to any required action by the shareholders of the Company, the number of Shares covered by each outstanding Award, the number of Shares which have been authorized for issuance under the [REDACTED] Stock Incentive Plan but as to which no Awards have yet been granted or which have been returned to the [REDACTED] Stock Incentive Plan, the exercise or purchase price of each such outstanding Award, the maximum number of Shares with respect to which Awards may be granted to any grantee in any fiscal year of the Company, as well as any other terms that the Administrator determines require adjustment shall be proportionately adjusted for (a) any increase or decrease in the number of issued Shares resulting from a share split, reverse share split, share dividend, combination or reclassification of the Shares, or similar transaction affecting the Shares; (b) any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company; or (c) as the Administrator may determine in its discretion, any other transaction with respect to the Shares including a corporate merger, consolidation, acquisition of property or equity, separation (including a spin-off or other distribution of shares or property), reorganization, liquidation (whether partial or complete) or any similar transaction; provided, however that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Administrator and its determination shall be final, binding and conclusive. Except as the Administrator determines, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason hereof shall be made with respect to, the number or price of Shares subject to an Award. In the event of a spin-off transaction, the Administrator may in its discretion make such adjustments and take such other action as it deems appropriate with respect to outstanding Awards under the [REDACTED] Stock Incentive Plan, including but not limited to: (a) adjustments to the number and kind of Shares, the exercise or purchase price per Share and the vesting periods of outstanding Awards; (b) prohibit the exercise of Awards during certain periods of time prior to the consummation of the spin-off transaction; or (c) the substitution, exchange or grant of Awards to purchase

securities of the Subsidiary (as defined in the [REDACTED] Stock Incentive Plan); provided that the Administrator shall not be obligated to make any such adjustments or take any such action thereunder.

*(xiii) Acceleration*

- (a) Except as provided otherwise in any written agreement between the Company and a grantee, in the event of a Corporate Transaction (other than a Corporate Transaction which also is a Change in Control), each Award can be assumed or replaced immediately prior to the specified effective date of such Corporate Transaction, for the portion of each Award that is neither assumed nor replaced, such portion of the Award shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value) for all of the Shares at the time represented by such portion of the Award, immediately prior to the specified effective date of such Corporate Transaction, provided that the grantee's continuous service has not terminated prior to such date. The portion of the Award that is not assumed or replaced shall terminate under sub-paragraph (c) below to the extent not exercised prior to the consummation of such Corporate Transaction.
- (b) Except as provided otherwise in any written agreement between the Company and a grantee, in the event of a Change in Control (other than a Change in Control which also is a Corporate Transaction), each Award which is at the time outstanding under the [REDACTED] Stock Incentive Plan shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at Fair Market Value) for all of the Shares at the time represented by such Award, immediately prior to the specified effective date of such Change in Control, provided that the grantee's continuous service has not terminated prior to such date.
- (c) Effective upon the consummation of a Corporate Transaction, all outstanding Awards under the [REDACTED] Stock Incentive Plan shall terminate, provided however that, all such Awards shall not terminate to the extent they are assumed or replaced in connection with the Corporate Transaction.
- (d) Except as provided otherwise in any written agreement between the Company and a grantee, and subject to applicable laws, in the event of a Corporate Transaction or a Change in Control, the Administrator may provide for other mechanisms, such as (1) termination and payment of any Awards in cash based on the value of the Shares on the date of the

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Corporate Transaction or the Change in Control (as the case may be); or (2) allowing any grantee the right to exercise any outstanding Awards during a specified period of time determined by the Administrator.

### *(xiv) Duration*

The [REDACTED] Stock Incentive Plan shall continue in effect for a term of ten (10) years after the date of adoption by the Board, unless sooner terminated. Subject to applicable laws, Awards may be granted under the [REDACTED] Stock Incentive Plan upon its becoming effective.

### *(xv) Amendment, suspension or termination*

The Board may at any time amend (including extend the term of the [REDACTED] Stock Incentive Plan), suspend or terminate the [REDACTED] Stock Incentive Plan; provided, however, that no such amendment, suspension or termination shall be made without the approval of the Company's shareholders to the extent such approval is required by applicable laws (including the Listing Rules) or if such amendment would change any of the Administrator's authority.

No Award may be granted during any suspension of the [REDACTED] Stock Incentive Plan or after termination of the [REDACTED] Stock Incentive Plan. Unless otherwise determined by the Administrator in good faith, the suspension or termination of the [REDACTED] Stock Incentive Plan (including termination of the [REDACTED] Stock Incentive Plan under paragraph (j) above) shall not materially adversely affect any rights under Awards already granted to a grantee.

### *(xvi) Outstanding share options granted*

As of the Latest Practicable Date, an aggregate of 25,000,000 Shares (to be adjusted to [REDACTED] Shares upon the [REDACTED]), representing [REDACTED]% of the issued share capital of our Company immediately following the completion of the [REDACTED] and the [REDACTED] (assuming the [REDACTED] Share Options are exercised in full and without taking into account any Shares which may be issued pursuant to the [REDACTED] and the [REDACTED] Share Option Scheme) were granted to 34 grantees under the [REDACTED] Stock Incentive Plan. Each grantee is required to pay HK\$1.90 per Share (to be adjusted to [REDACTED] per Share after the [REDACTED]) as consideration for the acceptance of the grant of the [REDACTED] Stock Incentive Plan. Our Company will not grant further options under the [REDACTED] Stock Incentive Plan after the [REDACTED].

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The table below sets out the details of the outstanding options which were granted under the [REDACTED] Stock Incentive Plan as of the Latest Practicable Date:

Grantee	Position(s) held in the Group	Address	Date of Grant	Number of Shares subject to the options (as adjusted after the [REDACTED])	Exercise Price HK\$ (as adjusted after the [REDACTED])	Percentage of issued Shares after full exercise of the options following completion of the [REDACTED]
Ms. Ma	Executive Director and Chairperson of the Board	Flat 1, 4/F 112 Huaining Street Zhongzheng District Taipei City Taiwan	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Zhou, Peimin	Chief operating officer	Room 701, No. 32 Lane 650 Liuying Road Shanghai	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Chang, Chih-Peng	Chief program officer	1807, 71 Floor Balizhuangxili Zhaoyang District Beijing	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Jiang, Xiuhong	Operation director	Flat A, 8/F, Cheong Lee Building 443-445 Castle Peak Road Shamshuipo, Kowloon Hong Kong	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Wang Sijiong	Compliance director	Unit 401, No. 3 700 Xianxiaxilu Changning District Shanghai	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Wang, Ying	Financial director	No. 45, Building 23 North Bajiao Road Shijingshan District, Beijing	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Xu, Jing	Design director	Unit 401 Yiyuan Building No. 132 Donghuan Road Panyu District Guangzhou	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Zhang, Yusheng	Vice president of social e-commerce	Unit 601 Building 1 No. 6 Nanfang 1st Cross Road Chikan District Zhanjiang City Guangdong	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Li, Yinfeng	Director of system development	Room 802, No. 11 Junjie Street Tianhe District, Guangzhou Guangdong Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Lu, Fang	Senior product development manager	Room 2407, Building 2, No. 1988 Tongda Road, Guoxiang Street, Wuzhong District, Suzhou, Jiangsu Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Li, Chundan	Training manager	No. 80, He Dong Village, Chang'an, Liangguang Town, Huazhou, Guangdong Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Zhang, Weihui	Marketing manager	No.71, Hantian Village, Da'an Town, Lufeng, Guangdong Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Chen, Wanchun	Logistics and warehousing manager	No. 2, Block 8, Gaolouyuan, Hong'er Village, Yanhong Town, Chenghai District, Shantou	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]

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Grantee	Position(s) held in the Group	Address	Date of Grant	Number of Shares subject to the options (as adjusted after the [REDACTED])	Exercise Price HK\$ (as adjusted after the [REDACTED])	Percentage of issued Shares after full exercise of the options following completion of the [REDACTED]
Hsu, Yi-Ching	Program supervisor	3rd Floor, No. 6, Alley 11 Lane 147, Jinghua Street 20 Xingfu Li, Wenshan District Taipei City	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Lee, Ying-Sung	Post-production supervisor	No. 235, Zhongshan Road 15 Jinmeili, Jinshan District New Taipei City	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Wang, Lei	Operation and maintenance supervisor	Unit 2104 No. 63 Jiangnan East Road Haizhu District Guangzhou	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Qi, Wen	Marketing superintendent	26-1-17, Jiangwan Road Changyi District, Jilin City Jilin Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Shi, Wenjuan	Internal control specialist	Room 201A, No.1, Lane 730, Zhong Hua Xin Road, Jing'an District, Shanghai	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Yan, Chih-Chi	Rights protection manager	No. 1, 10th Floor, No. 3 Alley 1 Lane 969 Zhonghua 5th Road, 4 Chungchung Lane Qianzhen District, Kaohsiung City	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Li, Shanshan	Assistant to president	No. 1956 Nanerhuan Road, Nanshi District, Baoding, Hebei Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Chang, Xiaoyu	Product development director	3-2-2 28-5 Shenzhou Road Shenhe District Shenyang City Liaoning Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Song, Weiwei	Operation and maintenance superintendent	Public Security Bureau Dormitory, Changfeng Community Committee, Shuihu Town, Changfeng County, Anhui Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Song, Meng	System development project manager	No. 114, Zhaili Village, Wengjiang Town, Pingjiang County, Hunan Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Shi, Lingtao	Legal director	Unit 303, 4th Floor Landuolang Apartment Youyi Road Economic and Technological Development Zone Langfang City Hebei Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Guo, Zhijiang	Finance manager	Unit 1607, Building No. 29 199 Lu Di Da Dao Huaqiao Town Kunshan Jiangsu Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Yang, Zixuan	Brand promotion manager	Unit 403, Building No. 16 Shuidian New Village Chun Cheng Town Yangchun City Guangdong	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]

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Grantee	Position(s) held in the Group	Address	Date of Grant	Number of Shares subject to the options (as adjusted after the [REDACTED])	Exercise Price HK\$ (as adjusted after the [REDACTED])	Percentage of issued Shares after full exercise of the options following completion of the [REDACTED]
Li, Zhongbo	Java development engineer	No. 34, Team 14, State-owned Warrior Farm (國營勇士農場), Xiaqiao Town, Xuwen County, Guangdong Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Chen, Kuan-Yun	Director of cultural products	Room 2505, No.3, Xiangyuducheng (象嶼都城), Jinjie Road, Huaqiao Town	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Tao, Zhiheng	Investor relations director	Flat C, 10/F, Supernova Stand 28 Mercury Road, North Point, HK	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Fang, Xialu	Finance customer service superintendent	No. 3-5, Sanzhi Alley, Meisan Gaocheng, Huicheng Town, Huilai County, Guangdong Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Cheung, Shuk Fong	Finance manager	G/F., 17A Shui Tsan Tin Village Pak Heung, Yuen Long New Territories, Hong Kong	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Chen, Rongjin	Legal counsel	Room 1702, Gate 1, Building 2 Chunxiao Garden, Suti Road Nankai District Tianjin	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Ni, Houchun	Legal counsel	Room 203, Building 20 Tinglin New Village, Yushan Town Kunshan City Jiangsu Province	August 3, 2020	[REDACTED]	[REDACTED]	[REDACTED]
Wong, Chun Yin	Director of strategic investment and finance	Room 2505, Lung Wan House Lung Poon Court, Diamond Hill Kowloon, HK	November 16, 2020	[REDACTED]	[REDACTED]	[REDACTED]
<b>Total</b>				<u>[REDACTED]</u>		<u>[REDACTED]</u>

Application has been made to the [REDACTED] for the [REDACTED] and permission to deal in the [REDACTED] Shares (as adjusted after the [REDACTED]) that may be allotted and issued pursuant to the options granted under the [REDACTED] Stock Incentive Plan.

## 2. [REDACTED] Share Option Scheme

The following is a summary of the principal terms of the [REDACTED] Share Option Scheme conditionally approved and adopted by our Shareholders on [•] and its implementation is conditional on the [REDACTED].

### *(i) Purpose*

The purpose of the [REDACTED] Share Option Scheme is to incentivize and reward an Eligible Person (as defined below) for their contribution to our Group and to align their interests with that of our Company so as to encourage them to work towards enhancing the value of our Company.

### *(ii) Who may participate*

The Board (including any committee or delegate of the Board appointed by the Board to perform any of its functions pursuant to the rules of the [REDACTED] Share Option Scheme) may, at its absolute discretion, offer to grant an option to subscribe for such number of Shares as the Board may determine to any of the following classes of participants:

- (i) any director and employee of any member of our Group; and
- (ii) any director or employee of any of the holding companies, fellow subsidiaries or associated companies of our Company.

The basis of eligibility of any of the participants shall be determined by the Board from time to time. In assessing the eligibility of any participant, the Board will consider all relevant factors as appropriate, including, among others, (i) work performance; (ii) years of service; and (iii) potential or actual contribution to the business of the Group.

For the avoidance of doubt, the grant of any options by our Company for the subscription of Shares or other securities of our Group to any person who falls within any of these classes of participants shall not, by itself, unless our Directors otherwise so determine, be construed as a grant of option under the [REDACTED] Share Option Scheme.

### *(iii) Maximum number of Shares in respect of which options may be granted*

The maximum number of Shares which may be issued upon exercise of all options to be granted under the [REDACTED] Share Option Scheme must not in aggregate exceed 10% of the total number of Shares in issue as of the [REDACTED], being [REDACTED] Shares, or such higher limit as the Stock Exchange may allow pursuant to a waiver granted at the Stock Exchange's discretion (the "Scheme



**Mandate Limit**”). Options lapsed in accordance with the terms of the [REDACTED] Share Option Scheme and any Other Scheme of our Company will not be counted for the purpose of calculating the Scheme Mandate Limit.

The Board may, with the approval of the Shareholders in general meeting refresh, the Scheme Mandate Limit once every three years provided that the total number of Shares which may be issued upon the exercise of all options to be granted under the [REDACTED] Share Option Scheme and any other share option schemes (“**Other Schemes**”) of our Company under the Scheme Mandate Limit as refreshed must not exceed 10% of the Shares in issue as at the date of approval of the refreshed scheme mandate. Refreshments within a three-year period must be approved by the Shareholders (other than our Controlling Shareholders and their associates, or if there is no Controlling Shareholder, other than the Directors (excluding independent non-executive Directors), and the chief executive of our Company and their respective associates). The Board may, with the approval of the Shareholders in general meeting, grant options to any Eligible Person specifically identified by them which would cause the Scheme Mandate Limit to be exceeded. Our Company shall send to the Shareholders a circular containing the information required under the Listing Rules for the purpose of seeking the approval of the Shareholders.

At any time, the maximum number of Shares which may be issued upon exercise of all outstanding options granted and not yet exercised under the [REDACTED] Share Option Scheme and any Other Schemes of our Company to the Eligible Persons must not exceed 30% of the total number of Shares in issue from time to time.

The maximum number of Shares in respect of which options may be granted shall be adjusted, in such manner as the auditors of our Company or independent financial adviser appointed by the Board shall certify in writing to the Board to be fair and reasonable, in the event of any alteration in the capital structure of our Company whether by way of [REDACTED] of profits or reserves, rights issue, consolidation or subdivision of shares, or reduction of the share capital of our Company provided that no such adjustment shall be made in the event of an issue of Shares as consideration in respect of a transaction.

*(iv) Maximum entitlement of each individual*

No options shall be granted to any Eligible Person under the [REDACTED] Share Option Scheme and any Other Schemes of our Company which, if exercised, would result in such Eligible Person becoming entitled to subscribe for such number of Shares as, when aggregated with the total number of Shares already issued or to be issued to him under all options granted to him (including exercised, cancelled and



outstanding Options) in the 12-month period up to and including the date of offer of such options, exceeds 1% of the Shares in issue at such date or such higher limit as the Stock Exchange may allow pursuant to a waiver granted at the Stock Exchange's discretion.

Any further grant of options to an Eligible Person in excess of this 1% limit or such higher limit as the Stock Exchange may allow pursuant to a waiver granted at the Stock Exchange's discretion shall be subject to the approval of the Shareholders in general meeting with such Eligible Person and his close associates (or if such Eligible Person is a connected person of our Company, his associates abstaining from voting). Our Company must send a circular to the Shareholders disclosing the identity of the Eligible Person, the number and terms of the options to be granted (and options previously granted to such Eligible Person in the 12-month period) and such other information required under the Listing Rules.

The number and terms (including the Option Price) of the options to be granted to such Eligible Person must be fixed before the Shareholders' approval and the date of the Board meeting for proposing such further grant shall be taken as the date of grant for the purpose of calculating the exercise price under Rule 17.03E of the Listing Rules.

*(v) Grant of options to connected persons*

Each grant of options to a Director (including an independent non-executive Director), chief executive or substantial shareholder of our Company, or any of their respective associates, under the [REDACTED] Share Option Scheme must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the proposed grantee of the options).

Where any grant of options to a substantial shareholder or an independent non-executive Director of our Company, or any of their respective associates, would result in the Shares issued and to be issued upon exercise of all options already granted and to be granted under the [REDACTED] Share Option Scheme (including options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such grant:

- (a) representing in aggregate over 0.1% of the Shares in issue; and
- (b) having an aggregate value, based on the closing price of the Shares at the date of each grant, in excess of HK\$5 million,

such further grant of options by the Board must be approved by the Shareholders in general meeting. Such grantee, his associates and all core connected persons of our Company must abstain from voting on the resolution to approve such further grant of options. Our Company shall send to the Shareholders a circular containing the

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information required under the Listing Rules for the purpose of seeking the approval of the Shareholders.

### *(vi) Acceptance of an offer of options*

An offer of options shall be open for acceptance for such period (not exceeding 30 days inclusive of, and from, the date of offer) as the Board may determine and notify to the Eligible Person concerned provided that no such offer shall be open for acceptance after the expiry of the duration of the [REDACTED] Share Option Scheme. An offer of options not accepted within this period shall lapse. An amount of HK\$1.00 is payable upon acceptance of the grant of an option and such payment shall not be refundable and shall not be deemed to be a part payment of the Option Price.

### *(vii) Option Price*

Subject to any adjustment made as described in sub-paragraph (xxi) below, the Option Price shall be such price as determined by the Board and shall not be less than the higher of:

- (a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of offer of the option;
- (b) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five trading days immediately preceding the date of offer of the option; and
- (c) the nominal value of the Shares.

### *(viii) Duration of [REDACTED] Share Option Scheme*

The [REDACTED] Share Option Scheme shall be valid and effective for a period of 10 years commencing on the [REDACTED], after which period no further options will be granted but the provisions of the [REDACTED] Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any options granted prior thereto which are at that time or become thereafter capable of exercise under the [REDACTED] Share Option Scheme, or otherwise to the extent as may be required in accordance with the provisions of the [REDACTED] Share Option Scheme.

### *(ix) Time of vesting and exercise of options*

Any option shall be vested on an Option-holder immediately upon his acceptance of the offer of options provided that if any vesting schedule and/or conditions are specified in the offer of the option, such option shall only be vested on an Option-holder according to such vesting schedule and/or upon the fulfillment of the vesting conditions (as the case may be). Any vested option which has not lapsed and

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which conditions have been satisfied or waived by the Board in its sole discretion may, unless the Board determines otherwise in its absolute discretion, be exercised at any time from the next business day after the offer of options has been accepted. Any option which remain unexercised shall lapse upon the expiry of the option period, which period shall be determined by the Board and shall not exceed 10 years from the offer date of the option or such longer period as the Stock Exchange may allow pursuant to a waiver granted at the Stock Exchange's discretion (the "**Option Period**").

An option shall be subject to such terms and conditions (if any) as may be determined by the Board and specified in the offer of the option, including any vesting schedule and/or conditions, any minimum period for which any option must be held before it can be exercised and/or any performance target which need to be achieved by an Option-holder before the option can be exercised. Such terms and conditions determined by the Board must not be contrary to the purpose of the [REDACTED] Share Option Scheme and must be consistent with such guidelines (if any) as may be approved from time to time by the Shareholders.

No option may be exercised in circumstances where such exercise would, in the opinion of the Board, be in breach of a statutory or regulatory requirement.

*(x) Restriction on the time of grant of options*

A grant of options may not be made after inside information has come to our knowledge until (and including) the trading day after which such inside information has been announced as required under the Listing Rules. In particular, no option may be granted during the period commencing 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 our Company's results for any year, half-year, quarterly or other interim period (whether or not required under the Listing Rules); and
- (b) the deadline for our Company to publish an announcement of the results for any year, or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement. The period during which no option may be granted will cover any period of delay in the publication of a results announcement.

*(xi) Ranking of the Shares*

No dividends (including distributions made upon the liquidation of our Company) will be payable and no voting rights will be exercisable in relation to an option that has not been exercised. Shares allotted and issued on the exercise of an option will rank *pari passu* in all respects with the Shares in issue on the date of allotment. They will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment.

*(xii) Restrictions on transfer*

Except for the transmission of an option on the death of an Option-holder to his personal representatives, neither the option nor any rights in respect of it may be transferred, assigned or otherwise disposed of by any Option-holder to any other person or entity. If an Option-holder transfers, assigns or disposes of any such option or rights, whether voluntarily or involuntarily, then the relevant option will immediately lapse.

*(xiii) Rights on voluntary resignation*

If an Option-holder ceases to be an Eligible Person by reason of his voluntary resignation (other than in circumstances where he is constructively dismissed), any outstanding offer of options shall continue to be open for acceptance for such period as determined by the Board at its absolute discretion and notified to such Eligible Person, and all options (to the extent vested but not already exercised) will continue to be exercisable for such period as the Board may determine at its absolute discretion and notify to such Eligible Person on the date of cessation of employment of such Eligible Person.

*(xiv) Rights on termination of employment*

If an Option-holder ceases to be an Eligible Person by reason of (a) his employer terminating his contract of employment in accordance with its terms or any right conferred on his employer by law, or (b) his contract of employment, being a contract for a fixed term, expiring and not being renewed, or (c) his employer terminating his contract for serious or gross misconduct, then any outstanding offer of an option and all options, vested or unvested, will lapse on the date the Option-holder ceases to be an Eligible Person.

*(xv) Rights on death, disability, retirement and transfer*

If an Option-holder ceases to be an Eligible Person by reason of:

- (a) his death; or

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- (b) his serious illness or injury which in the opinion of the Board renders the Option-holder concerned unfit to perform the duties of his employment and which in the normal course would render the Option-holder unfit to continue performing the duties under his contract of employment for the following 12 months provided such illness or injury is not self-inflicted; or
- (c) his retirement in accordance with the terms of an Option-holder's contract of employment; or
- (d) his early retirement by agreement with the Option-holder's employer; or
- (e) his employer terminating his contract of employment by reason of redundancy; or
- (f) his employer ceasing to be a member of the Group [or an associated company or under the control of our Company]; or
- (g) a transfer of the business, or the part of the business, in which the Option-holder works to a person who is neither under the control of our Company nor a member of the Group [or associated companies of our Company]; or
- (h) if the Board determines in its absolute discretion that circumstances exist which mean that it is appropriate and consistent with the purpose of the **[REDACTED]** Share Option Scheme to treat an Option-holder whose options would otherwise lapse so that such options do not lapse but continue to subsist in accordance with (and subject to) the provisions of the **[REDACTED]** Share Option Scheme,

then, any outstanding offer of an option which has not been accepted and any unvested option will lapse and the Option-holder or his personal representatives (if appropriate) may exercise all his options (to the extent vested but not already exercised) within a period of [one] months of the date of cessation of employment. Any option not exercised prior to the expiry of this period shall lapse.

If the Board determines that an Option-holder who ceases to be an Eligible Person in circumstances such that his options continue to subsist in accordance with (h) above:

- (a) is guilty of any misconduct which would have justified the termination of his contract of employment for cause but which does not become known to our Company until after he has ceased employment with any member of the Group [or associated companies of our Company]; or

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- (b) is in breach of any material term of contract of employment (or other contract or agreement related to his contract of employment), without limitation, any confidentiality agreement or agreement containing non-competition or non-solicitation restrictions between him and any member of the Group [or associated companies of our Company]; or
- (c) has disclosed trade secrets or confidential information of any member of the Group [or associated companies of our Company]; or
- (d) has entered into competition with any member of the Group [or associated companies of our Company] or breached any non-solicitation provisions in his contract of employment,

then it may, in its absolute discretion, determine that any unexercised options, vested or not vested, held by the Option-holder shall immediately lapse upon the Board resolving to make such determination (whether or not the Option-holder has been notified of the determination).

***(xvi) Rights on cessation to be a director***

In the event that any director ceases to be a director of any member of the Group [or associated companies of our Company], our Company shall, as soon as practicable thereafter, give notice to the relevant Option-holder who as a result ceases to be an Eligible Person. Any outstanding offer of an option which has not been accepted and any unvested option will lapse on the date the Option-holder ceases to be an Eligible Person. The Option-holder (or his personal representative) may exercise all his options (to the extent vested but not already exercised) within a period of [one] month of the date of the notification by the Board. Any option not exercised prior to the expiry of this period shall lapse.

***(xvii) Rights on a general offer***

If as a result of any general offer made to the holders of Shares, the Board becomes aware that the right to cast more than 50% of the votes which may ordinarily be cast on a poll at a general meeting of our Company has or will become vested in the offeror, any company controlled by the offeror and any person associated with or acting in concert with the offeror, the Board will notify every Option-holder of this within 14 days of becoming so aware or as soon as practicable after any legal or regulatory restriction on such disclosure no longer applies. Each Option-holder will be entitled to exercise his options (to the extent vested but not already exercised) during the period of one month starting on the date of the Board's notification to the Option-holders. All options, vested or unvested, not exercised before the end of such period will lapse.

*(xviii) Rights on company reconstructions*

In the event of a compromise or arrangement, our Company shall give notice to all Option-holders on the same date as it gives notice of the meeting to the Shareholders or creditors to consider such a compromise or arrangement and each Option-holder (or his personal representative) may at any time thereafter, but before such time as shall be notified by our Company, exercise all or any of his options (to the extent vested but not already exercised), and subject to our Company receiving the exercise notice and the Option Price, our Company shall as soon as possible and in any event no later than the business day immediately prior to the date of the proposed general meeting, allot, issue and register under the name of the Option-holder such number of fully paid Shares which fall to be issued on exercise of such options. Any options, vested or not unvested, not so exercised will lapse.

*(xix) Rights on winding up*

In the event a notice is given by our Company to the Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind up our Company, our Company shall on the same date as or soon after we dispatch such notice to the Shareholders give notice thereof to all Option-holders and each Option-holder shall be entitled to exercise all or any of his options (to the extent vested but not already exercised) at any time no later than seven days prior to the proposed general meeting of our Company, and subject to our Company receiving the exercise notice and the Option Price, our Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting, allot, issue and register under the name of the Option-holder such number of fully paid Shares which fall to be issued on exercise of such options. Any options, vested or not unvested, not so exercised will lapse.

*(xx) Lapse of option*

An option will lapse on the earlier of:

- (a) the expiry of the option period as determined by the Board; or
- (b) the date when any circumstance referred to in paragraph (xii) above occurs;  
or
- (c) the expiry of the time provided for in the applicable rule where any of the circumstances provided in paragraphs (xiii) to (xix) above apply.

*(xxi) Effect of alteration to share capital*

In the event of any alteration in the capital structure of the Company whilst any option remains exercisable, whether by way of [REDACTED] of profits or reserves,



further rights issues of Shares, consolidation or subdivision of shares, or reduction of the share capital of our Company in accordance with applicable laws and regulatory requirements (other than an issue of any share capital as consideration in respect of a transaction), such corresponding adjustments (if any) shall be made to the number of Shares, the subject matter of the option (insofar as it is unexercised) and/or the price at which the options are exercisable, as the auditors of our Company or an independent financial adviser appointed by the Board shall certify in writing to the Board to be in their opinion fair and reasonable.

Any such adjustments shall be made on the basis that an Option-holder shall have the same proportion of the issued share capital of our Company as that to which he was entitled before such adjustment. No such adjustment shall be made the effect of which would be to enable any Share to be issued at less than its nominal value, or to increase the proportion of the issued share capital of our Company for which any Option-holder would have been entitled to subscribe had he exercised all the options held by him immediately prior to such adjustments.

The auditors of our Company or the independent financial adviser appointed by the Board (as appropriate) must confirm to the Board in writing that the adjustment satisfies the requirements of the Note to paragraph 17.03(13) of the Listing Rules and such applicable guidance and/or interpretation of the Listing Rules from time to time issued by the Stock Exchange, except where such adjustment is made on a [REDACTED].

The capacity of the auditors or independent financial advisers mentioned above is that of experts and not of arbitrators and their certification shall be final and binding on our Company and the Option-holders in the absence of fraud or manifest error. The costs of the auditors or independent financial advisers shall be borne by our Company.

*(xxii) Cancellation of option*

Unless the Option-holder agrees, the Board may only cancel an option (which has been granted but not yet exercised) if, at the election of the Board, either:

- (a) our Company pays to the Option-holder an amount equal to the fair market value of the option at the date of cancellation as determined by the Board at its absolute discretion, after consultation with the auditors of our Company or an independent financial adviser appointed by the Board; or
- (b) the Board offers to grant the Option-holder replacement options (or options under any other share option scheme of any Member of the Group) or makes such arrangements as the Option-holder may agree to compensate him for the loss of the option; or



- (c) the Board makes such arrangements as the Option-holder may agree to compensate him for the cancellation of the option.

Where our Company cancels options granted to a participant and makes a new grant to the same participant, such new grant may only be made under the [REDACTED] Share Option Scheme with available Scheme Mandate Limit approved by the Shareholders. The options cancelled will be regarded as utilized for the purpose of calculating the Scheme Mandate Limit.

*(xxiii) Termination of the [REDACTED] Share Option Scheme*

The [REDACTED] Share Option Scheme will expire automatically on the day immediately preceding the tenth anniversary of the [REDACTED]. The Board may terminate the [REDACTED] Share Option Scheme at any time without Shareholders' approval by resolving that no further options shall be granted under the [REDACTED] Share Option Scheme and in such case, no new offers to grant options under the [REDACTED] Share Option Scheme will be made and any options which have been granted but not yet exercised shall either (a) continue subject to the [REDACTED] Share Option Scheme, or (b) be cancelled in accordance with paragraph (xxii).

*(xxiv) Amendments to the [REDACTED] Share Option Scheme*

The Board may amend any of the provisions of the [REDACTED] Share Option Scheme (including amendments in order to comply with changes in legal or regulatory requirements) at any time (but not so as to affect adversely any rights which have accrued to any Option-holder at that date), except that any amendments to the terms and conditions of the [REDACTED] Share Option Scheme which are of a material nature or any amendments to the advantage of present or future Option-holders in respect of matters contained in Rule 17.03 of the Listing Rules may only be made with the approval of the shareholders of our Company save where the amendments take effect automatically under the existing terms of the [REDACTED] Share Option Scheme.

Any amendments to the terms of options granted to an Option-holder who is a substantial shareholder of our Company or an independent non-executive Director, or any of their respective associates, must be approved by the Shareholders in general meeting. The resolution to approve the amendment must be taken on a poll and any connected person of our Company must abstain from voting on the resolution to approve such amendment, except that such a connected person may vote against such resolution.

Any change to the authority of the Board in relation to any amendment of the rules of the [REDACTED] Share Option Scheme may only be made with the approval of the Shareholders in general meeting.

*(xxv) Conditions of the [REDACTED] Share Option Scheme*

The adoption of the [REDACTED] Share Option Scheme is conditional on:

- (a) the [REDACTED] granting (or agreeing to grant) approval (subject to such conditions as the Stock Exchange may impose) for the [REDACTED], and permission to deal in, the Shares which may fall to be issued pursuant to the exercise of any options which may be granted under the [REDACTED] Share Option Scheme; and
- (b) the commencement of the dealings in the Shares on the Stock Exchange.

If the condition above are not satisfied on or before the date following six months after the date the [REDACTED] Share Option Scheme was conditionally adopted:

- (a) the [REDACTED] Share Option Scheme shall forthwith determine;
- (b) any option granted or agreed to be granted pursuant to the [REDACTED] Share Option Scheme and any offer of such a grant shall be of no effect; and
- (c) no person shall be entitled to any rights or benefits or be under any obligation under or in respect of the [REDACTED] Share Option Scheme or any option.

An application has been made to the [REDACTED] to the Stock Exchange for the [REDACTED], and permission to deal in, the new Shares which may be issued pursuant to the exercise of the options which may be granted pursuant to the [REDACTED] Share Option Scheme.

*(xxvi) Performance targets*

Our Directors shall have absolute discretion to determine the performance targets that must be achieved by a grantee before any options granted under the [REDACTED] Share Option Scheme can be exercised.

*(xxvii) Rights are personal to the grantee*

An option is personal to the grantee and shall not be transferable or assignable and no grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest (legal or beneficial) in favor of or enter into any agreement with any other person over or in relation to any option, except for the transmission of an option on the death of the grantee to his personal representative(s) on the terms of this [REDACTED] Share Option Scheme, or, subject to the Stock Exchange granting a waiver, on a case-by-case basis, transfer to vehicle (such as a trust or a private company) for the benefit of the participant and any family

members of such participant (for example, for estate planning or tax planning purposes) that would continue to meet the purpose of the [REDACTED] Share Option Scheme and comply with the requirements under Chapter 17 of the Listing Rules.

*(xxviii) Value of options*

Our Directors consider it inappropriate to disclose the value of options which may be granted under the [REDACTED] Share Option Scheme as if they had been granted as of the Latest Practicable Date. Any such valuation will have to be made on the basis of a certain option pricing model or other method that depends on various assumptions including the exercise price, the exercise period, interest rate, expected volatility and other variables. As no options have been granted, certain variables are not available for calculating the value of options. Our Directors believe that any calculation of the value of options granted as of the Latest Practicable Date would be based on a number of speculative assumptions that are not meaningful and would be misleading to investors.

As of the Latest Practicable Date, no option had been granted or agreed to be granted by our Company pursuant to the [REDACTED] Share Option Scheme.

Details of the [REDACTED] Share Option Scheme, including particulars and movements of the options granted during each financial year of our Company, and our employee costs arising from the grant of the options will be disclosed in our annual report.

**E. OTHER INFORMATION**

**1. Tax and other indemnities**

The Controlling Shareholders entered into the Deed of Indemnity with and in favor of our Company (for itself and as trustees for its subsidiaries) to provide indemnities in respect of, among other matters, (i) any liability for estate duty under the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong), or legislation similar thereto in Hong Kong or any jurisdictions outside Hong Kong which might be incurred by any member of our Company on or before the [REDACTED]; and (ii) taxation or taxation claims resulting from income, profits or gains earned, accrued or received to which any member of our Group may be subject on or before the date when the [REDACTED] becomes unconditional.

The Deed of Indemnity shall become effective on the [REDACTED] and shall continue in full force and effect until it is terminated.

**2. Litigation**

As of the Latest Practicable Date, no member of our Group was engaged in any litigation, arbitration or claim of material importance, and no litigation, arbitration or claim of material importance was known to the Directors to be pending or threatened by or against the Group, that would have a material adverse effect on its business, financial condition or results of operations.

**3. Sole Sponsor**

The Sole Sponsor has made an application on behalf of our Company to the [REDACTED] for the [REDACTED], and permission to deal in, the Shares in issue, the Shares to be issued pursuant to the [REDACTED] (including the additional Shares which may be issued pursuant to the [REDACTED] and the exercise of the [REDACTED]), and the Shares which may be issued pursuant to the Share Option Schemes. All necessary arrangements have been made to enable such Shares to be admitted into [REDACTED].

The Sole Sponsor satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules. Please refer to the section headed “[REDACTED] – [REDACTED] arrangements and expenses – Sole Sponsor’s independence” in this document for details regarding the independence of the Sole Sponsor.

Our Company has entered into an engagement agreement with the Sole Sponsor, pursuant to which our Company agreed to pay the Sole Sponsor a fee of HK\$[REDACTED] to act as sponsor to our Company in the [REDACTED].

**4. No material adverse change**

The Directors confirm that there has been no material adverse change in the financial or trading position or prospects of our Group since December 31, 2022 (being the date to which the latest audited consolidated financial statements of the Group were prepared) and up to the date of this document.

**5. Qualification of experts**

The following are the qualifications of the experts (as defined under the Listing Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance) who have given opinions or advice which are contained in this document:

<u>Name</u>	<u>Qualification</u>
CMBC International Capital Limited	Licensed to conduct type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities as defined under the SFO

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<u>Name</u>	<u>Qualification</u>
Han Kun Law Offices	Legal advisors as to PRC laws
Harney Westwood & Riegels	Legal advisors as to Cayman Islands laws
ELLALAN	Legal advisors as to Hong Kong intellectual properties laws
LCS & Partners	Legal advisors as to Taiwan laws
PricewaterhouseCoopers	Certified Public Accountants under Professional Accountants Ordinance (Cap. 50) and Registered Public Interest Entity Auditor under Accounting and Financial Reporting Council Ordinance (Cap. 588)
China Insights Industry Consultancy Limited	Industry consultant
Jones Lang LaSalle Corporate Appraisal and Advisory Limited	Property valuer

**6. Consents of experts**

Each of the above experts has given and has not withdrawn its consent to the issue of this document with the inclusion of its report and/or letter and/or legal opinion (as the case may be) and references to its name included in the form and context in which it respectively appears.

None of the experts named above has any shareholding in our Company or any of our subsidiaries or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of our subsidiaries.

**7. Promoter**

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

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### 8. Preliminary expenses

The preliminary expenses incurred by our Company were approximately RMB34,000 and were payable by us.

### 9. Binding effect

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

### 10. Particulars of the Selling Shareholder

The particulars of the Selling Shareholder are set out as follows:

Name	:	Lake Ranch
Description	:	Corporation
Registered Address	:	Vistra Corporation Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Nature of business	:	Investment holding
Number of [REDACTED] Shares to be sold	:	[REDACTED]

### 11. 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).

### 12. Miscellaneous

- (a) Save as disclosed in the sections headed "History, development and Reorganization", "[REDACTED]" in this document and the paragraphs headed "Further information about our Group" in this Appendix to this document:

**APPENDIX V**

**STATUTORY AND GENERAL INFORMATION**

- (i) within the two years immediately preceding the date of this document, neither we nor any of our subsidiaries has issued or agreed to issue any share or debenture fully or partly paid up either for cash or for a consideration other than cash;
  - (ii) no share or debenture of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
  - (iii) within the two years immediately preceding the date of this document, no commissions, discounts, brokerage or other special terms have been granted in connection with the issue or sale of any shares or debenture of any member of our Group;
  - (iv) within the two years immediately preceding the date of this document, no commission has been paid or payable (except commission to [REDACTED] sub-[REDACTED]) to any persons for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any shares of our Company or any of our subsidiaries;
  - (v) no founder, management or deferred shares of our Company or any of our subsidiaries have been issued or agreed to be issued;
  - (vi) our Company has no outstanding convertible debt securities or debentures; and
  - (vii) there is no arrangement under which future dividends are waived or agreed to be waived.
- (b) Our Directors confirm that there has not been any interruption in the business of our Company which may have or have had a significant effect on the financial position of our Company in the 12 months immediately preceding the date of this document.
- (c) None of the equity and debt securities of our Company, if any, is [REDACTED] or dealt with in any other stock exchange nor is any [REDACTED] or permission to deal being or proposed to be sought.