

APPENDIX IV

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A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation

Our Company was incorporated in the Cayman Islands under the Cayman Companies Act on May 12, 2011 as an exempted company with limited liability. Our registered office address is at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. Accordingly, our Company’s corporate structure and Memorandum and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of our Memorandum and Articles of Association is set out in Appendix III to this document.

Our registered place of business in Hong Kong is 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wanchai, Hong Kong. We have been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on April 1, 2021, and our Company’s principal place of business in Hong Kong is at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wanchai, Hong Kong. Mr. Wong Wai Chiu has been appointed as the authorised representative of our Company for the acceptance of service of process in Hong Kong. The address for service of process is 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wanchai, Hong Kong.

As at the date of this document, our Company’s head office was located at Room 2070, Building 2, Lane 1800, Xinyang Road, Pilot Free Trade Zone Lin-Gang Special Area, Shanghai, the PRC.

2. Changes in Share Capital

On May 12, 2011, our Company was incorporated with an authorized share capital of US\$50,000 divided into 50,000 shares of a par value of US\$1.00 each.

There has been no alteration in the share capital of our Company during the two years immediately preceding the date of this document.

3. Changes in the share capital of our subsidiaries and Consolidated Affiliated Entities

A summary of the corporate information and the particulars of our subsidiaries and Consolidated Affiliated Entities are set out in note 11 to the Accountant’s Report as set out in Appendix I to this document.

The following sets out the change in the share capital of our subsidiaries and Consolidated Affiliated Entities during the two years immediately preceding the date of this document:

(a) *Taiyuan Xikang Cloud Hospital Management Co., Ltd.* (“*Taiyuan Xikang*”)

On December 12, 2021, the registered share capital of Taiyuan Xikang was reduced from RMB10 million to RMB9 million.

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(b) Heilongjiang Neusoft Xikang Technology Co., Ltd. (“Heilongjiang Xikang”)

On March 30, 2023, the registered share capital of Heilongjiang Xikang was increased from RMB5 million to RMB17.05 million.

(c) Hubei Xikang Healthcare Management Co., Ltd. (“Hubei Xikang”)

On April 3, 2023, the registered share capital of Hubei Xikang was increased from RMB1 million to RMB40 million.

(d) Wuhan Jinghan Xikang Comprehensive Clinic Co., Ltd. (“Wuhan Clinic”)

On April 6, 2023, the registered share capital of Wuhan Clinic was increased from RMB5 million to RMB30 million.

Save as disclosed above, there has been no alteration in the share capital of any of our subsidiaries or Consolidated Affiliated Entities of our Company within two years immediately preceding the date of this document.

Save for the subsidiaries and the Consolidated Affiliated Entities mentioned in the Accountant’s Report set out in Appendix I to this document, our Company has no other subsidiaries or Consolidated Affiliated Entities.

4. Resolutions of the Shareholders of Our Company dated [●]

On [●] 2023, resolutions of the Company were passed by the Shareholders that, among other things, conditional upon the satisfaction (or, if applicable, waiver) of the conditions set out in the section headed “Structure of the [REDACTED]” and pursuant to the terms set out therein:

- (1) our Company conditionally approved and adopted the Memorandum and Articles of Association with effect from the [REDACTED];
- (2) the [REDACTED] and the grant of the [REDACTED] were approved and the Directors, were authorised to allot and issue new Shares pursuant to the [REDACTED];
- (3) the [REDACTED] was approved and the Directors, or a committee of Directors duly authorised by the Directors or the Authorised Signatory, were authorised to implement the [REDACTED];
- (4) each ordinary Share then (including ordinary Shares, Class A Ordinary Shares, Class B Ordinary Shares and Class C Ordinary Shares) of US\$0.001 par value was subdivided into five ordinary Shares of US\$0.0002 par value each;

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- (5) subject to the "lock-up" provisions under Rule 10.08 of the Listing Rules, a general unconditional mandate was granted to the Directors pursuant to the Articles of Association to allot, issue and deal with the Shares or securities convertible into Shares or options, warrants or similar rights to subscribe for the Shares or such convertible securities and to make or grant offers, agreements or options which would or might require the exercise of such powers whether during or after the end of the Relevant Period (as defined below), provided that the aggregate number of Shares allotted or agreed to be allotted by the Directors other than pursuant to a (i) rights issue, (ii) any scrip dividend scheme or similar arrangement providing for the allotment of the Shares in lieu of the whole or part of a dividend on the Shares or (iii) a specific authority granted by the Shareholders in general meeting, shall not exceed the aggregate of:

- (A) 20% of the total number of Shares in issue immediately following the completion of the [REDACTED]; and
- (B) the aggregate number of Shares repurchased by the Company (if any) under the general mandate to repurchase Shares referred to in paragraph below,

such mandate to remain in effect during the period from the passing of the resolution until the earliest of (I) the conclusion of the next annual general meeting of the Company, unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions, (II) the end of the period within which the Company is required by the Articles of Association or any applicable laws to hold its next annual general meeting and (III) the date on which the mandate is varied or revoked by an ordinary resolution of the Shareholders in general meeting (the "**Relevant Period**"), and the Directors were authorised to exercise the powers of the Company referred to above in respect of the share capital of the Company referred to in paragraph (B) above; and

- (6) a general unconditional mandate was granted to the Directors to exercise all the powers of the Company to repurchase the Shares on the Stock Exchange, or on any other stock exchange on which the Shares may be listed (and which is recognised by the SFC and the Stock Exchange for this purpose) not exceeding in aggregate 10% of the total number of Shares in issue immediately following the completion of the [REDACTED] in accordance with all applicable laws and the requirements of the Listing Rules, such mandate to remain in effect during the period from the passing of the resolution until the earliest of (I) the conclusion of the next annual general meeting of the Company unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions, (II) the end of the period within which the Company is required by the Articles of Association or any applicable laws to hold its next annual general meeting and (III) the date on which the mandate is varied or revoked by an ordinary resolution of the Shareholders in general meeting.

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5. Repurchase of Our Own Securities

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

(a) *Provisions of the Listing Rules*

The Listing Rules permit companies whose primary listing is on the Stock Exchange to repurchase their securities on the Stock Exchange subject to certain restrictions, the most important restrictions are summarized below:

(i) *Shareholders' approval*

All proposed repurchases of Shares must be approved in advance by an ordinary resolution of our Shareholders in a general meeting, either by way of general mandate or by specific approval in relation to a particular transaction.

Pursuant to a resolution passed by our Shareholders on [●], a general unconditional mandate (the "**Repurchase Mandate**") was given to our Directors to exercise all powers of our Company to repurchase Shares on the Stock Exchange, or on any other stock exchange on which the securities of our Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, not exceeding in aggregate 10% of the total number of Shares in issue immediately following the completion of the [REDACTED] presuming the Assumptions, with such mandate to expire at the earliest of (i) the conclusion of the next annual general meeting of our Company (unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions), (ii) the expiration of the period within which our Company's next annual general meeting is required by the Articles of Association or any other applicable laws to be held, and (iii) the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

(ii) *Source of funds*

Any repurchases of Shares by us must be funded out of funds legally available for the purpose in accordance with our Memorandum and Articles of Association and the applicable laws and regulations of Hong Kong and the Cayman Islands. A listed company may not purchase 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 from time to time. As a matter of Cayman Islands law, any purchases by the Company may be made out of profits or out of the proceeds of a new issue of shares made for the purpose of the purchase or from sums standing to the credit of our share premium account or out of capital, if so authorised by the Articles of Association and subject to the Cayman Companies Act. Any premium payable on the purchase over the par value of the shares to be purchased must have been provided for out of profits or from sums standing to the credit of our share premium account or out of capital, if so authorised by the Articles of Association and subject to the Cayman Companies Act.

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(iii) 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 aggregate number of shares in issue. 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 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.

(iv) Status of Repurchased Shares

The listing of all purchased securities (whether on the Stock Exchange or, otherwise) is automatically cancelled and the relative certificates must be cancelled and destroyed. Under the laws of the Cayman Islands, unless, prior to the purchase the directors of the Company resolve to hold the shares purchased by the Company as treasury shares, shares purchased by the Company shall be treated as cancelled and the amount of the Company's issued share capital shall be diminished by the nominal value of those shares. However, the purchase of shares will not be taken as reducing the amount of the authorised share capital under Cayman Companies Act.

(v) Suspension of Repurchase

A listed company may not make any repurchase of securities after a price sensitive development has occurred or has been the subject of a decision until such time as the price sensitive 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), the listed company may not repurchase its shares on the

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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.

(vi) Reporting Requirements

Certain information relating to repurchases of securities 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.

(vii) Core Connected Persons

The Listing Rules prohibit a company from knowingly purchasing 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 a close associate of any of them (as defined in the Listing Rules) and a core connected person shall not knowingly sell his securities to the company.

(b) Reasons for repurchases

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

(c) Funding of repurchases

Repurchase of the Shares must be funded out of funds legally available for such purpose in accordance with the Articles of Association and the applicable laws of the Cayman Islands. Our Directors may not repurchase the Shares on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Subject to the foregoing, our Directors may make repurchases with profits of the Company or out of a new issuance of shares made for the purpose of the repurchase or, if authorised by the Articles of Association and subject to the Cayman Companies Act, out of capital and, in the case of any premium payable on the repurchase, out of profits of the Company or from sums standing to the credit of the share premium account of the Company or, if authorised by the Articles of Association and subject to Cayman Companies Act, out of capital.

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However, our Directors do not propose to exercise the Repurchase Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Company or its gearing levels which, in the opinion of our Directors, are from time to time appropriate for our Company.

(d) General

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately following the completion of the [REDACTED] presuming the Assumptions, could accordingly result in up to approximately [REDACTED] Shares being repurchased by our Company during the period prior to the earliest of:

- the conclusion of the next annual general meeting of our Company unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions;
- the expiration of the period within which our Company's next annual general meeting is required by the Articles of Association or any other applicable laws to be held; or
- the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

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

None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their respective close associates, have any present intention, if the Repurchase Mandate is exercised, to sell any Shares to our Company.

No core connected person (as defined in the Listing Rules) has notified us that he/she or it has a present intention to sell Shares to us, 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 is increased, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a shareholder or a group of shareholders acting in concert could obtain or consolidate control of us and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

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Any repurchase of Shares that results in the number of Shares held by the public being reduced to less than 25% of the Shares then in issue could only be implemented if the Stock Exchange agreed to waive the Listing Rules requirements regarding the public shareholding referred to above. It is believed that a waiver of this provision would not normally be given other than in exceptional circumstances.

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contracts

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

- (a) a share transfer agreement dated May 17, 2021 entered into among Mr. Hou Ning and Ms. Wang Shuli, pursuant to which Mr. Hou Ning agreed to transfer 20% equity interests in Xikang Information to Ms. Wang Shuli for a consideration of RMB2 million;
- (b) a share transfer agreement dated May 17, 2021 entered into among Mr. Hou Ning and Ms. Wang Shuli, pursuant to which Mr. Hou Ning agreed to transfer 20% equity interests in Xikang Medical to Ms. Wang Shuli for a consideration of RMB20 thousand;
- (c) a termination agreement dated May 18, 2021 entered into among (i) Xikang WFOE, (ii) Ms. Zong Wenhong, Ms. Wang Shuli, Mr. Hou Ning, and (iii) Xikang Information, pursuant to which the parties agreed to terminate the exclusive consultancy and technical support services agreement, exclusive option agreement, shareholders voting proxy agreement, equity pledge agreement, and the loan agreement;
- (d) a termination agreement dated May 18, 2021 entered into among (i) Xikang WFOE, (ii) Ms. Zong Wenhong, Ms. Wang Shuli, Mr. Hou Ning, and (iii) Xikang Medical, pursuant to which the parties agreed to terminate the exclusive consultancy and technical support services agreement, exclusive option agreement, shareholders voting proxy agreement, equity pledge agreement, and the loan agreement;
- (e) an exclusive option agreement dated May 18, 2021 entered into among (i) Xikang WFOE, (ii) Ms. Zong Wenhong, Ms. Wang Shuli and (iii) Xikang Information, pursuant to which Ms. Zong Wenhong and Ms. Wang Shuli unconditionally and irrevocably agreed to grant Xikang WFOE an exclusive option to purchase all or part of the equity interests in Xikang Information from Ms. Zong Wenhong and Ms. Wang Shuli, for the minimum amount of consideration permitted by applicable PRC Laws;

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- (f) an exclusive option agreement dated May 18, 2021 entered into among (i) Xikang WFOE, (ii) Ms. Zong Wenhong, Ms. Wang Shuli and (iii) Xikang Medical, pursuant to which Ms. Zong Wenhong and Ms. Wang Shuli unconditionally and irrevocably agreed to grant Xikang WFOE an exclusive option to purchase all or part of the equity interests in Xikang Medical from Ms. Zong Wenhong and Ms. Wang Shuli, for the minimum amount of consideration permitted by applicable PRC Laws;
- (g) an exclusive management consultancy and business cooperation agreement dated May 18, 2021 entered into among (i) Xikang WFOE, (ii) Xikang Information and (iii) Ms. Zong Wenhong and Ms. Wang Shuli, pursuant to which Xikang Information agreed to engage Xikang WFOE as the exclusive provider of corporate management consultation, intellectual property licensing services and technical and business support services in return for service fees;
- (h) an exclusive management consultancy and business cooperation agreement dated May 18, 2021 entered into among (i) Xikang WFOE, (ii) Xikang Medical and (iii) Ms. Zong Wenhong and Ms. Wang Shuli, pursuant to which Xikang Medical agreed to engage Xikang WFOE as the exclusive provider of corporate management consultation, intellectual property licensing services and technical and business support services in return for service fees;
- (i) an equity pledge agreement dated May 18, 2021 entered into among (i) Xikang WFOE, (ii) Ms. Zong Wenhong, Ms. Wang Shuli and (iii) Xikang Information, pursuant to which Ms. Zong Wenhong and Ms. Wang Shuli unconditionally and irrevocably pledged all of their equity interests (including any increased equity interests and the related dividends and bonuses) in Xikang Information in favor of Xikang WFOE;
- (j) an equity pledge agreement dated May 18, 2021 entered into among (i) Xikang WFOE, (ii) Ms. Zong Wenhong, Ms. Wang Shuli and (iii) Xikang Medical, pursuant to which Ms. Zong Wenhong and Ms. Wang Shuli unconditionally and irrevocably pledged all of their equity interests (including any increased equity interests and the related dividends and bonuses) in Xikang Medical in favor of Xikang WFOE;
- (k) a power of attorney dated May 18, 2021 executed by Ms. Zong Wenhong and Ms. Wang Shuli, respectively, pursuant to which each of Ms. Zong Wenhong and Ms. Wang Shuli authorized Xikang WFOE or its designated persons to exercise all of their rights as shareholders of Xikang Information;
- (l) a power of attorney dated May 18, 2021 executed by Ms. Zong Wenhong and Ms. Wang Shuli, respectively, pursuant to which each of Ms. Zong Wenhong and Ms. Wang Shuli authorized Xikang WFOE or its designated persons to exercise all of their rights as shareholders of Xikang Medical;

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- (m) the first amendment agreement to the shareholders agreement dated May 27, 2021 entered into among our Company, Xikang WFOE, Neusoft Corporation, Smartwave, Neusoft (HK), Dongkong International Fifth, Dongkong International Seventh, KangRich, Kingset Ventures, Noble Investment, Syn Invest, PICC P&C, Alps Alpine and First Care;

[REDACTED]

2. Intellectual Property Rights

(a) Trademarks

(i) Trademarks Registered in China

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

No.	Trademark	Registered Owner	Class	Registered Number	Registration Date
1.		Our Company	10	56450827	July 21, 2022
2.	XIKANG	Our Company	10	38959468	April 28, 2020
3.	XIKANG	Our Company	42	38959463	April 28, 2020
4.	XIKANG	Our Company	44	38959461	May 14, 2020
5.	XIKANG 熙康	Our Company	9	10314750	April 14, 2013
6.	XIKANG 熙康	Our Company	42	10314744	April 14, 2014
7.	XIKANG 熙康	Our Company	44	10314743	April 14, 2014
8.	XIKANG 熙康	Our Company	10	10314749	July 21, 2015
9.	XIKANG 熙康	Our Company	35	10314747	August 21, 2015
10.	yunyi yuan	Our Company	9	15747843	January 7, 2016

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No.	Trademark	Registered Owner	Class	Registered Number	Registration Date
11.	yunyiyuan	Our Company	35	15747842	January 7, 2016
12.	yunyiyuan	Our Company	42	15747840	January 7, 2016
13.	yunyiyuan	Our Company	44	15747839	January 7, 2016
14.	yunyiyuan	Our Company	35	16260546	March 28, 2016
15.	熙康	Our Company	9	38959955	February 7, 2020
16.	熙康	Our Company	42	38959949	February 7, 2020
17.	熙康	Our Company	44	38959947	February 7, 2020
18.	熙康	Our Company	35	38959952	April 21, 2020
19.	熙心	Shenyang Cloud Hospital	9	19107059	March 21, 2017
20.	熙心	Shenyang Cloud Hospital	10	19868273	June 21, 2017
21.	熙心	Shenyang Cloud Hospital	44	19868272	June 28, 2017
22.		Our Company	9	16592572	June 7, 2016
23.		Our Company	10	16592574	June 7, 2016
24.		Our Company	35	16592569	June 7, 2016
25.		Our Company	41	16592571	June 7, 2016
26.		Our Company	42	16592573	June 7, 2016
27.		Our Company	44	16592570	June 7, 2016





(ii) *Trademark Application Pending in China*

As at the Latest Practicable Date, we had not applied for the registration of any trademark in the PRC which we consider to be or may be material to our business.

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(iii) Trademarks Registered in Hong Kong

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

<u>No.</u>	<u>Trademark</u>	<u>Applicant</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.		Xikang WFOE	9, 10, 35, 38, 41, 42, 43, 44	305567815	June 11, 2021
2.		Xikang WFOE	10, 16, 44	305636917	June 25, 2021
3.		Xikang WFOE	9, 10, 35, 38, 41, 42, 43, 44	305567824	June 11, 2021
4.		Xikang WFOE	9, 10, 35, 38, 41, 42, 43, 44	305567806	June 11, 2021

(b) Copyrights

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

(i) Software

<u>No.</u>	<u>Copyright</u>	<u>Version</u>	<u>Registered Number</u>	<u>Registration Date</u>
1.	Personal Health Profile Browsing System (個人健康檔案瀏覽系統)	V1.0	2017SR111845	April 12, 2017
2.	Xixin Health [Internet + chronic disease] cloud health service management platform system (熙心健康【互聯網+慢病】雲健康服務管理平台系統)	V1.0	2018SR013879	January 5, 2018

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<u>No.</u>	<u>Copyright</u>	<u>Version</u>	<u>Registered Number</u>	<u>Registration Date</u>
3.	Neusoft Xikang Medical Image Information System (東軟熙康醫學影像信息系統)	V1.0	2019SR0284945	March 27, 2019
4.	Xikang remote two-way referral system (熙康遠程雙向轉診系統)	V1.0	2019SR0322574	April 11, 2019
5.	Xikang Health Follow-up System (熙康健康隨訪系統)	V1.0	2020SR0520528	May 27, 2020
6.	Xikang Remote Outpatient System (熙康遠程門診系統)	V1.0	2020SR0557413	June 3, 2020
7.	Platform of Xikangyun Hospital (熙康雲醫院平台)	V1.0	2020SR0600942	June 10, 2020
8.	Xikang Internet medical supervision service system software (熙康互聯網醫療服務監管系統軟件)	V2.0	2020SR1884316	December 23, 2020
9.	Xikang Health nurse version Software (ios version) (熙心健康護士版軟體(ios版))	V1.7.83	2021SR0713703	May 18, 2021
10.	Xikang Health nurse version Software (Android version) (熙心健康護士版軟體(Android版))	V1.7.83	2021SR0713702	May 18, 2021
11.	Xikang Health Software (ios version) (熙心健康軟體(ios版))	V1.0	2021SR0650745	May 19, 2021
12.	Xikang Health Software (Android version) (熙心健康軟體(Android版))	V1.0	2021SR0659427	May 19, 2021
13.	Xikang Health doctor version Software (ios version) (熙心健康醫生版軟體(ios版))	V1.0	2021SR0650743	May 19, 2021
14.	Xikang Health doctor version Software (Android version) (熙心健康醫生版軟體(Android版))	V1.0	2021SR0650742	May 19, 2021

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(c) Patents

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

No.	Patent	Patentee	Place of Registration	Patent Number	Application Date	Expiry Date
1.	The invention relates to a method, device and system for discovering and controlling an embedded network access device (一種發現並控制嵌入式入網設備的方法、裝置及系統)	Xikang WFOE	PRC	201210531894.8	December 11, 2012	December 11, 2032
2.	A method, associated device and system for issuing notifications to terminals (一種向終端發佈通知的方法、相關裝置及系統)	Xikang WFOE	PRC	201210566138.9	December 24, 2012	December 24, 2032
3.	A method of displaying large amounts of data smoothly through a display screen (一種通過顯示屏平滑顯示大數據量的方法)	Xikang Medical System	PRC	201310216038.8	May 31, 2013	May 31, 2033
4.	The invention relates to a method and device for activating the screen of a wrist watch (一種腕表屏幕激活方法及裝置)	Xikang Medical System	PRC	201310377049.4	August 26, 2013	August 26, 2033
5.	The utility model relates to a compression method, transmission method, reconstruction method and device of ECG signal (一種心電信號的壓縮方法、傳輸方法、重構方法及裝置)	Xikang WFOE	PRC	201310522507.9	October 29, 2013	October 29, 2033
6.	The utility model relates to a method for obtaining heart rate and a method for processing ECG signals (一種心率獲取方法及心電信號的處理方法)	Xikang WFOE	PRC	201310598475.0	November 22, 2013	November 22, 2033
7.	Method and system of generating dynamic picture (生成動態圖片的方法及系統)	Xikang WFOE	PRC	201310695619.4	December 17, 2013	December 17, 2033

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No.	Patent	Patentee	Place of Registration	Patent Number	Application Date	Expiry Date
8.	The invention relates to a mental fatigue monitoring method, device and mobile processing terminal (一種精神疲勞監測方法、裝置、系統及移動處理終端)	Xikang WFOE	PRC	201410031167.4	January 22, 2014	January 22, 2034
9.	The invention discloses a detection system and a detection method (一種檢測系統及檢測方法)	Xikang WFOE	PRC	201410035531.4	January 24, 2014	January 24, 2034
10.	A method for centrally managing Application configuration parameters and a method for configuring application parameters (集中管理應用配置參數的方法、配置應用參數的方法)	Xikang WFOE	PRC	201410198331.0	May 12, 2014	May 12, 2034
11.	A method and device to synchronize data (一種數據同步方法和裝置)	Ningbo Xikang	PRC	201410443889.0	September 2, 2014	September 2, 2034
12.	A method and device for presenting changes in blood glucose (一種血糖變化的呈現方法和設備)	Xikang WFOE	PRC	201410510704.3	September 28, 2014	September 28, 2034
13.	The utility model relates to a firmware upgrade method and an embedded device (一種固件升級方法及嵌入式設備)	Xikang WFOE	PRC	201410682568.6	November 24, 2014	November 24, 2034
14.	Resource allocation methods and devices for service-based software systems (用於基於服務的軟件系統的資源分配方法及裝置)	Xikang WFOE	PRC	201510714321.2	October 28, 2015	October 28, 2035
15.	Data processing method and device (數據處理方法及裝置)	Xikang WFOE	PRC	201510819436.8	November 23, 2015	November 23, 2035
16.	The invention discloses a method and device for calculating heart rate variability parameters and fatigue index (一種心率變異性參數及疲勞度指標的計算裝置)	Xikang Medical System	PRC	201610675007.2	August 16, 2016	August 16, 2036

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No.	Patent	Patentee	Place of Registration	Patent Number	Application Date	Expiry Date
17.	Vital signs detector (生命體徵檢測儀)	Xikang WFOE	PRC	201730658830.8	December 21, 2017	December 21, 2027
18.	Health space station (健康空間站)	Xikang Medical System	PRC	201930129584.6	March 26, 2019	March 26, 2029
19.	Health space station interior (健康空間站內飾)	Xikang Medical System	PRC	201930129582.7	March 26, 2019	March 26, 2029
20.	A device and method to monitor in-bed activities (一種在床監測設備及方法)	Xikang WFOE	PRC	201810327456.7	April 12, 2018	April 11, 2038
21.	A communication System, method and activity monitoring system (一種通信系統、方法及活動監測系統)	Xikang WFOE	PRC	201810291394.9	April 3, 2018	April 3, 2038

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

No.	Patent	Applicant	Place of Application	Application Number	Application Date
1.	A method, device, storage media and electronic device to extract pulmonary artery blood vessel image (肺主動脈血管圖像提取方法、裝置、存儲介質及電子設備)	Xikang WFOE	PRC	202010942410.3	September 9, 2020
2.	A method and device for realizing waveform rendering (一種實現波形繪製的方法及裝置)	Xikang Medical System	PRC	201811419309.9	November 26, 2018
3.	Method and device for establishing entity knowledge atlas, acquiring attribute information and outpatient triage (實體知識圖譜建立、屬性信息獲取、門診分診方法及裝置)	Xikang Medical System	PRC	202010124307.8	February 27, 2020

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<u>No.</u>	<u>Patent</u>	<u>Applicant</u>	<u>Place of Application</u>	<u>Application Number</u>	<u>Application Date</u>
4.	A method for entity recognition model generation, a method, device and equipment for recognizing entities (一種實體識別模型生成方法、實體識別方法及裝置、設備)	Xikang Medical System	PRC	202010407453.1	May 14, 2020
5.	A method, device and storage media to automatically generate comprehensive and enhanced physical examination report (一種混合增強的體檢報告自動生成方法、裝置及存儲介質)	Xikang Medical System	PRC	202011360975.7	November 27, 2020
6.	A method, device and storage media to construct resident health index based on physical examination big data (基於體檢大數據的居民健康指數構建方法、裝置及存儲介質)	Xikang Medical System	PRC	202011226233.5	November 5, 2020

3. Domain names

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

<u>No.</u>	<u>Domain Name</u>	<u>Registered Owner</u>	<u>Expiry Date</u>
1.	xikang.com	Xikang WFOE	February 21, 2027
2.	yunyiyuan.com	Xikang Information	April 15, 2027

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<u>No.</u>	<u>Domain Name</u>	<u>Registered Owner</u>	<u>Expiry Date</u>
3.	xikang.cn	Liaoning Xikang Wenti Road Comprehensive Clinic (遼寧東軟熙康健 康管理有限公司文體路 綜合門診部)	May 6, 2027
4.	xikang.hk	Xikang WFOE	November 3, 2023

Save as aforesaid, as of the Latest Practicable Date, there were no other trade or service marks, patents, intellectual or industrial property rights which were material in relation to our business.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS

1. Directors' service contracts

Each of our Directors have entered into a service contract with our Company on [●]. The principal particulars of these service contracts are (a) for a term of three years commencing from their respective effective date of appointment until the day on which the next general meeting of the Shareholders for re-election of Directors is held, and (b) 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 Director has entered into, or has proposed to enter into, a service contract with us (other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation)).

2. Remuneration of Directors

- (a) During the three years ended December 31, 2022, the aggregate amount of fees, salaries, allowances, retirement benefits scheme contributions and other benefits we paid to our Directors were approximately RMB2.6 million, RMB2.9 million and RMB2.5 million (without consideration of the employee incentive schemes), respectively. Further information on the remuneration of each Director during the Track Record Period is set out in Appendix I to this document.
- (b) Under the arrangements currently in force, the aggregate amount of remuneration (excluding any discretionary bonus which may be paid) payable by our Group to our Directors for the financial year ending December 31, 2023 is expected to be approximately RMB3.0 million.

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- (c) No remuneration was paid to our Directors or the five highest paid individuals as an inducement to join, or upon joining, our Group. During the Track Record Period, no compensation was paid to, or has been received by, our Directors, former Directors or the five highest paid individuals for the loss of office as director of any member of our Group or of any other office in connection with the management of the affairs of any member of our Group. None of our Directors waived any emoluments during the Track Record Period.
- (d) Save as disclosed above, no other payments have been paid or are payable in respect of the Track Record Period to our Directors by our Group.

3. Disclosure of interests

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

Immediately following completion of the [REDACTED] presuming the Assumptions, the interests or short positions of our Directors and chief executives in the Shares, underlying shares and debentures of our Company and its associated corporations, within the meaning of Part XV of the SFO, which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he/she is taken or deemed to have under such provisions of the SFO), or which will be required, pursuant to section 352 of the SFO, to be recorded in the register referred to therein, or which will be required to be notified to our Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies contained in the Listing Rules, will be as follows:

(i) Interest in Shares

<u>Name of Director</u>	<u>Nature of interest</u>	Number and class of securities immediately after the Share Subdivision and before the [REDACTED]	Approximate percentage of interest in our Company immediately after the [REDACTED]⁽¹⁾
Dr. Liu ⁽²⁾	Interest in controlled corporations	[166,984,305] ordinary Shares	[REDACTED]%
Ms. Zong Wenhong ⁽³⁾	Interest in controlled corporations	[27,200,000] ordinary Shares	[REDACTED]%
Dr. Wang Nan ⁽³⁾	Interest in controlled corporations	[27,200,000] ordinary Shares	[REDACTED]%

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Notes:

- (1) The table above is calculated on the basis that the total of [REDACTED] Shares will be in issue immediately after completion of the [REDACTED] presuming the Assumptions.
- (2) Immediately after the Share Subdivision and before the [REDACTED], Smartwave, Dongkong International Fifth and Dongkong International Seventh directly held [76,500,000] Shares, [68,384,305] Shares and [22,100,000] Shares of our Company, respectively, in an aggregate of [166,984,305] Shares. Since each of Smartwave, Dongkong International Fifth and Dongkong International Seventh is wholly owned by Neusoft Holdings through various intermediary entities, Neusoft Holdings was deemed to have an interest in an aggregate of [166,984,305] Shares of our Company held by Smartwave, Dongkong International Fifth and Dongkong International Seventh by virtue of the SFO.

Neusoft Holdings is a Sino-foreign joint venture with limited liability incorporated in the PRC. As of the Latest Practicable Date, Dalian Kang Ruidao Management was the single largest shareholder of Neusoft Holdings, holding 29.65% of its total shares. Neusoft Thinking Technology, the fourth largest shareholder of Neusoft Holdings, held approximately 10.82% of its total shares. Dalian Kang Ruidao Management held 99% of the total shares of Neusoft Thinking Technology. Therefore, Dalian Kang Ruidao Management effectively controlled approximately 40.47% of the total shares of Neusoft Holdings. By virtue of the SFO, Dalian Kang Ruidao Management was deemed to be interested in the Shares of the Company held by Smartwave, Dongkong International Fifth and Dongkong International Seventh, which are wholly-owned subsidiaries of Neusoft Holdings.

Dalian Kang Ruidao Management is a limited partnership incorporated in the PRC. As of the Latest Practicable Date, Tianjin Zengdao held 38.62% of the capital contribution by Dalian Kang Ruidao Management. Shenyang Kang Ruidao was the managing partner of both Dalian Kang Ruidao Management and Tianjin Zengdao. Dr. Liu (the Chairman and non-executive Director of the Company) was the representative of managing partner designated by Shenyang Kang Ruidao to Dalian Kang Ruidao Management, and he also held 64.23% partnership interest of Tianjin Zengdao and 51% equity interest in Shenyang Kang Ruidao. By virtue of the SFO, Dr. Liu were deemed to be interested in the Shares of the Company held by Smartwave, Dongkong International Fifth and Dongkong International Seventh, which are wholly-owned subsidiaries of Neusoft Holdings.

- (3) [27,200,000] Shares of our Company immediately after the Share Subdivision and before the [REDACTED] were held by KangRich, which is wholly owned by Beijing Kangji. The general partner of Beijing Kangji is Shenyang Ruiqian, which is held as to 50% by Ms. Zong Wenhong, our executive Director and chief executive officer, and 50% by Dr. Wang Nan, our non-executive Director, and the limited partners of Beijing Kangji are the Five LPs of Kangji. Shenyang Ruiqian is interested in 0.02% in Beijing Kangji. The partners of the Five LPs of Kangji are a total of 112 employees of the Company, including Ms. Zong Wenhong, our Executive Director and chief executive officer. None of the 112 employees of the Company is entitled to significant economic interests in the Five LPs of Kangji. Such [27,200,000] Shares held by KangRich were issued pursuant to the 2016 RSU Scheme of the Company adopted in August 2016 for the benefit of its employees. As of the Latest Practicable Date, all the underlying restricted share units under the 2016 RSU Scheme have been exercised by its grantees, namely the 112 employees of the Company, and held by KangRich as the shareholding platform on behalf of these employees. As such, the 2016 RSU Scheme has come to an end and ceased to be effective. Since each of Ms. Zong Wenhong and Dr. Wang Nan is able to control 50% of the voting power in Shenyang Ruiqian, which is the general partner of Beijing Kangji, Ms. Zong Wenhong and Dr. Wang Nan are deemed to be interested in the [27,200,000] Shares held by KangRich.

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(ii) *Interest in associated corporations*

Save as set out above, the Directors are not aware of any of our Directors or chief executives who will, immediately following completion of the [REDACTED], has any interests and/or short positions in the Shares, underlying shares and debentures of our Company's associated corporations (within the meaning of Part XV of the SFO), which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO), or which will be required, pursuant to section 352 of the SFO, to be recorded in the register referred to therein, or which will be required to be notified to our Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies contained in the Listing Rules.

(b) *Interests and short positions disclosable under Divisions 2 and 3 of Part XV of the SFO*

For information on the persons who will, immediately following the completion of the [REDACTED], having or be deemed or taken to have beneficial interests or short position in our Shares or underlying shares which would fall to be disclosed to our Company under the provisions of 2 and 3 of Part XV of the SFO, or directly or indirectly be interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of our Group, please refer to the section headed "Substantial Shareholders" in this document.

Save as set out above, as of the Latest Practicable Date, our Directors were not aware of any persons who would, immediately following the completion of the [REDACTED] presuming the Assumptions, be interested, directly or indirectly, in 10% or more of the nominal of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of our Group.

4. Disclaimers

Save as disclosed in this document:

- (a) none of the Directors or any experts named in the paragraph headed "– E. Other Information – 4. Consents of Experts" below has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;

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- (b) none of the Directors or any experts named in the paragraph headed “– E. Other Information – 4. Consents of Experts” below is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group taken as a whole;
- (c) none of our Directors or any of experts named in the paragraph headed “– E. Other Information – 4. Consents of Experts” below has any existing or proposed service contracts with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation));
- (d) taking no account of any Shares which may be taken up under the [REDACTED] and allotted and issued pursuant to the exercise of the options granted under the SISs, so far as is known to any Director or chief executive of the Company, no other person (other than a Director or chief executive of the Company) will, immediately following completion of the [REDACTED], have interests or short positions in the Shares and underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or (not being a member of the Group), be interested, directly or indirectly, in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of the Group;
- (e) none of the Directors or chief executive of the Company has any interests or short positions in the Shares, underlying shares or debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered into the register referred to therein, or will be required, pursuant to the Model Code for Securities Transaction by Directors of Listed Issuers, to be notified to the Company and the Stock Exchange once the Shares are [REDACTED] thereon; and
- (f) so far as is known to our Directors, none of our Directors, their respective close associates or our Shareholders who are interested in more than 5% of the share capital of our Group has any interests in the five largest customers or the five largest suppliers of our Group.

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D. SHARE OPTION SCHEMES

1. Pre-[REDACTED] SOS

(a) *Overview*

The following is a summary of the principal terms of the Pre-[REDACTED] Share Option Scheme, as amended from time to time, as adopted by the Board on March 29, 2019. The terms of the Pre-[REDACTED] SOS are not subject to Chapter 17 of the Listing Rules as the Pre-[REDACTED] SOS not involve the grant of options by our Company to subscribe for new Shares upon the [REDACTED]. All the options under the Pre-[REDACTED] SOS (“Pre-[REDACTED] SOS Options”) have been granted in full.

(b) *Purpose*

For the purpose of achieving strategic goals and fuel the development of our Company, by providing participants with the opportunity to acquire proprietary interests in the Company, the Pre-[REDACTED] SOS is expected to encourage the participants to enhance their enthusiasm, sense of responsibility and sense of mission while working, and thereby coordinate interests of our employees with the interests of our Company.

(c) *Administration*

The Pre-[REDACTED] SOS will be administered by the Board and its designated human resource department, and the decision of the Board will be final and binding on all parties. Subject to the Listing Rules, the provisions of this Pre-[REDACTED] SOS and any applicable laws or regulations, the Board will have the right to, among others:

- (a) interpret and construe the provisions of the Pre-[REDACTED] SOS;
- (b) determine the persons who will be offered Pre-[REDACTED] SOS Options under the Pre-[REDACTED] SOS, the number of the Shares underlying the Pre-[REDACTED] SOS (the “Pre-[REDACTED] SOS Shares”) and the exercise price in relation to the Pre-[REDACTED] SOS Options;
- (c) make such appropriate and equitable adjustments to the terms of the Pre-[REDACTED] SOS Options granted under the Pre-[REDACTED] SOS as it deems necessary; and
- (d) make such other decisions or determinations as it deems appropriate in the administration of the Pre-[REDACTED] SOS.

No member of the Board will be personally liable by reason of any contract or other instrument executed by such member or on his/her behalf in his/her capacity as a member of the Board or for any mistake of judgement made in good faith for the purposes of this Pre-[REDACTED] SOS, and our Company will indemnify and hold harmless each

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employee, officer or director of our Company to whom any duty or power relating to the administration or interpretation of this Pre-[REDACTED] SOS may be allocated or delegated, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with this Pre-[REDACTED] SOS unless arising out of such person's own wilful default, fraud or bad faith.

(d) Participants in the Pre-[REDACTED] SOS

The eligible participants in the Pre-[REDACTED] SOS ("Pre-[REDACTED] SOS Participants") include, among others, directors, senior management, core members of our Group joined or proposed to join our Group and any other persons as the Board may deem appropriate, subject to the following conditions:

- (a) having been working in our Group for no less than one year;
- (b) having achieved the performance standards as required by the Board; or
- (c) having met the assessment criteria for the grant of Pre-[REDACTED] SOS Options as stipulated by the Board.

Subject to approval by our chief executive officer and annual report to our Board, our vice presidents may propose to grant Pre-[REDACTED] SOS Options to special participants who fails to satisfy aforesaid requirements (a) or (b), but have made outstanding contribution to our Company or are introduced into our Company as talents. The total Shares granted to these special participants shall not exceed 10% of the total number of Shares that may be issued under this Pre-[REDACTED] SOS.

(e) Maximum number of Shares

The total number of Pre-[REDACTED] SOS Shares shall be no more than 16,320,000 Shares (or [81,600,000] Shares immediately following the Share Subdivision), representing approximately [REDACTED]% of the total issued share capital of the Company immediately after completion of the [REDACTED] presuming the Assumptions.

(f) Duration of Pre-[REDACTED] SOS

The Pre-[REDACTED] SOS commenced on January 1, 2020 as the first grant date determined by the Board and shall continue in effect for a term of ten years, unless being terminated by the Board in advance of its expiry.

(g) Grant of Pre-[REDACTED] SOS Options

The Board will, subject to the performance of our Company, review and determine in each year whether Pre-[REDACTED] SOS Options shall be granted.

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The grant, vesting and exercise of Pre-[REDACTED] SOS Options shall comply with the provisions of the Pre-[REDACTED] SOS, the relevant resolutions as passed by the Board and the requirements of applicable laws.

All the Pre-[REDACTED] SOS Options have been granted prior to the [REDACTED].

(h) Rights attached to Pre-[REDACTED] SOS Options and Pre-[REDACTED] SOS Shares

A Pre-[REDACTED] SOS Participant is not entitled to any right of dividend, voting right or other shareholder's interest or right in respect of any Pre-[REDACTED] SOS Options or Pre-[REDACTED] SOS Shares before exercise of the Pre-[REDACTED] SOS Options and the completion of the registration of the Pre-[REDACTED] SOS Participant as a Shareholder of our Company.

(i) Rights are personal to the grantee

A Pre-[REDACTED] SOS Option is personal to the grantee and no grantee shall in any way sell, pledge, transfer, mortgage, assign or dispose of any Pre-[REDACTED] SOS Option subject to approval of our Board and stipulation in the grant letter. If any Pre-[REDACTED] SOS Options are disposed of in breach of the scheme rules of the Pre-[REDACTED] SOS, all Pre-[REDACTED] SOS Options (whether vested or not) held by the Pre-[REDACTED] SOS Participants will be invalidated. Without prejudice to the foregoing provisions, the provisions of Pre-[REDACTED] SOS shall be equally binding on the successor or transferee to the Pre-[REDACTED] SOS Participants.

(j) Vesting Schedule

Unless otherwise determined by the Board, the Pre-[REDACTED] SOS Options granted will be vested in three years upon (A) fulfilment of conditions set in the terms of the Pre-[REDACTED] SOS and the relevant grant letter as well as (B) the achievement of performance targets as determined by the Board. The first vesting date will be on the first anniversary of the date of grant of Pre-[REDACTED] SOS Options ("**Grant Date**").

(k) Exercise of Pre-[REDACTED] SOS Options

Exercise Price

The initial exercise price for Pre-[REDACTED] SOS Options shall be US\$2.94 per Share, subject to further adjustment as specified by the Board in the grant letter to the participants and by reference of the market practice and the current value of the Shares.

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Exercise Period

Unless otherwise provided in the terms of the Pre-[REDACTED] SOS, the validity period of the Pre-[REDACTED] SOS Options granted under the Scheme shall be 10 years commencing from the Grant Date. All unexercised Pre-[REDACTED] SOS Options shall be terminated and invalidated after the validity period has lapsed.

Exercise of Options

Grantees may exercise the Pre-[REDACTED] SOS Options in whole or in part by submitting (i) the Application for the Exercise of Option Incentive (《期權激勵行權申請書》) to our Company pursuant to the terms of this Pre-[REDACTED] SOS and the grant letter and (ii) any other documents as required by the Board. Each application must be accompanied by a remittance for the aggregate amount of the subscription price multiplied by the number of Shares in respect of which the application is submitted for.

(l) Adjustment

If our Company conducts capitalization from capital public reserve, scrip issue, share subdivision, allotment, share spilt or similar transactions affecting the Shares, leading to an increase or decrease in the number of issued Shares, the Board shall have the sole discretion to adjust the number, price and other aspects of the Pre-[REDACTED] SOS Options. The Board shall notify Pre-[REDACTED] SOS Participants in due course after such adjustment has been made.

(m) Details of the Pre-[REDACTED] SOS Options granted under the Pre-[REDACTED] SOS

The options under the Pre-[REDACTED] SOS in respect of an aggregate of 16,320,000 Shares (or [81,600,000] Shares immediately following the Share Subdivision), representing approximately [REDACTED]% of the Shares upon completion of the [REDACTED] presuming the Assumptions, have been granted to the Pre-[REDACTED] SOS Participants pursuant to the Pre-[REDACTED] SOS, and all these options are still outstanding and unexercised.

As of the Latest Practicable Date, 428 Grantees have been granted options under the Pre-[REDACTED] SOS in respect of the Pre-[REDACTED] SOS Shares. Among the Pre-[REDACTED] SOS Options that have been granted, (i) 5,100,000 Shares underlying the Pre-[REDACTED] SOS Options (or [25,500,000] Shares immediately following the Share Subdivision) were granted to our Director and members of senior management (including Ms. Zong Wenhong, the executive Director and the chief executive officer of our Company, and three other senior management members of our Company) as detailed below; and (ii) 11,220,000 Shares underlying the Pre-[REDACTED] SOS Options (being [56,100,000] Shares immediately following the Share Subdivision) were granted to 424 Grantees who are not our Directors or members of senior management.

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Director and senior management

Below is a list of our Director and members of senior management who were granted Pre-[REDACTED] SOS Options as of the Latest Practicable Date:

Name	Position	Address	Grant date	Vesting period	Exercise price (per Share)	Number of Shares underlying the Pre-[REDACTED] SOS Options immediately after the Share Subdivision and before the [REDACTED]	Approximate percentage of issued Shares immediately after the [REDACTED] ⁽¹⁾
					(USD)		
Ms. ZONG Wenhong	Executive Director and the chief executive officer	No. 55, Lane 303, Caoyang Road, Putuo District, Shanghai, PRC	January 1, 2020, January 1, 2021 and April 1, 2023	3 years from the Grant Date	2.94	10,500,000	[REDACTED]%
Ms. WANG Shuli	Vice president and chief financial officer	18 Shaoxing Street, Heping District, Shenyang, PRC	January 1, 2020, January 1, 2021 and April 1, 2023	3 years from the Grant Date	2.94	8,750,000	[REDACTED]%
Mr. SHAO Shuli	Vice president	80 Dashizi Street, Dadong District, Shenyang, PRC	January 1, 2021	3 years from the Grant Date	2.94	2,500,000	[REDACTED]%
Mr. YANG Yuanwei	Vice president	159 Guanjing Alley, Yuzhong District, Chongqing, PRC	January 1, 2020 and January 1, 2021	3 years from the Grant Date	2.94	3,750,000	[REDACTED]%

Note:

(1) Presuming the Assumptions.

As at the Latest Practicable Date, (i) none of the Pre-[REDACTED] SOS Options has been exercised; and (ii) none of the above members of Director and senior management of our Company has paid any consideration for the Pre-[REDACTED] SOS Options.

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Waiver and Exemption

Our Company has applied for and [has been granted] (i) a waiver from strict compliance with the disclosure requirements under Rule 17.02 (1) (b) of the Listing Rules and paragraph 27 of Appendix 1A to the Listing Rules; and (ii) an exemption under Section 342A of the Companies (Winding Up and Miscellaneous Provisions) Ordinance from strict compliance with the disclosure requirements of paragraph 10 (d) of Part I of the Third Schedule to the Companies (Winding Up and Miscellaneous Provisions) Ordinance. See “Waiver from Strict Compliance with the Listing Rules and Exemptions from the Companies (Winding Up and Miscellaneous Provisions) Ordinance – Waiver and Exemption in Relation to the Pre-[REDACTED] SOS” section for further details.

2. Post-[REDACTED] SOS

(a) Overview

The following is a summary of the principal terms of the Post-[REDACTED] SOS (“**Post-[REDACTED] SOS Rules**”), as conditionally adopted by the Board on May 27, 2021. The terms of the Post-[REDACTED] SOS are subject to Chapter 17 of the Listing Rules.

As at the Latest Practicable Date, no Post-[REDACTED] SOS Option had been granted or agreed to be granted under the Post-[REDACTED] SOS. Application has been made to the Listing Committee of the Stock Exchange for [REDACTED] of and permission to [REDACTED] the Shares which may be issued pursuant to the exercise of any Post-[REDACTED] SOS Options which may be granted under the Post-[REDACTED] SOS.

(b) Purpose

The purpose of the Post-[REDACTED] SOS is to provide incentives and rewards to participants for their contributions to, and continuing efforts to, promote the interest of, the Company.

(c) Eligibility

Those eligible to participate in the Post-[REDACTED] SOS (the “**Post-[REDACTED] Eligible Participant**”) include, among others, (i) any employee (whether full time or part time), executives or officers, and directors of any member of the Group, any entity in which any member of our Group holds an equity interest, and shall, for the purpose of the Post-[REDACTED] SOS Rules, exclude any members of the Group (the “**Invested Entity**”) or any business partner; and (ii) any consultant, advisor or agent of any member of the Group, any Invested Entity or any business partner who, in the sole opinion of the Board, have contributed or will contribute to the growth and development of the Group or any Invested Entity.

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(d) Subscription price

The subscription price for the Post-[REDACTED] SOS Options (“**Subscription Price**”) shall be a price determined by the Board or the Chairman (as the case may be) and notified to any grantee of Post-[REDACTED] SOS Option (the “**Grantee**”) and will be the highest of:

- (a) the closing price of the Shares as stated in the daily quotations sheet issued by the Stock Exchange on the Post-[REDACTED] Grant Date, which must be a business day;
- (b) an amount equivalent to the average closing price of a Share as stated in the Stock Exchange’s daily quotation sheets for the five (5) Business Days immediately preceding the Post-[REDACTED] Grant Date; and
- (c) the nominal value of a Share on the Post-[REDACTED] Grant Date.

(e) Offer of the Grant of an Option

The Board or the Chairman ((in accordance with their respective discretion so authorized under the Post-[REDACTED] SOS) shall be entitled at any time during the operation of the Post-[REDACTED] SOS, at its/his sole and absolute discretion, to make an offer of Post-[REDACTED] SOS Options to a Post-[REDACTED] Eligible Participant by letter in such form as the Board or the Chairman (as the case may be) may from time to time determine (the “**Grant Letter**”).

(f) Acceptance of Offer

An offer of Post-[REDACTED] SOS Options shall be open for acceptance in writing given by either prepaid post, facsimile transmission, personal delivery or by electronic communication received by the Board or the Chairman (as the case may be), or any person designated by the Board or the Chairman, for such period as the Board or the Chairman (as the case may be) may determine and notify to the Grantee concerned, provided that no such offer shall be open for acceptance after the expiry of the duration of the Post-[REDACTED] SOS or after the Post-[REDACTED] SOS has been terminated in accordance with the Post-[REDACTED] SOS Rules. An offer of Post-[REDACTED] SOS Options not accepted within this period shall lapse. An offer may not be accepted unless the Grantee remains a Post-[REDACTED] Eligible Participant on acceptance.

An amount of HK\$1.00 is payable by the Grantee to the Company upon acceptance of the offer of Post-[REDACTED] SOS Options, and such remittance shall not be refundable and shall not be deemed to be a part payment of the Subscription Price.

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(g) Exercise of Post-[REDACTED] SOS Options

The Grant Letter issued by the Company to the relevant Post-[REDACTED] Eligible Participant shall specify details of the Post-[REDACTED] SOS Options, including the number of Shares under the Post-[REDACTED] SOS Options, the Subscription Price, the exercise period and the vesting schedule, etc.

Subject to restrictions which may be imposed by the Board or the Chairman (as the case may be), any Post-[REDACTED] SOS Options may be exercised at any time during the exercise period by the Grantee (or in the case of his death, his legal personal representatives) giving notice in writing (in such form as the Company may from time to time specify) to the Company stating that the Post-[REDACTED] SOS Options are thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the Subscription Price for the Shares in respect of which the notice is given.

(h) Maximum number of Shares

The overall limit on the number of Shares that may be issued upon exercise of all options granted under the Post-[REDACTED] SOS (the "**Post-[REDACTED] SOS Options**") shall be no more than approximately 10% of the Shares in issue on the date of the Shares commencing [REDACTED] on the Stock Exchange ("**Post-[REDACTED] Mandate Limit**"). Post-[REDACTED] SOS Options lapsed or cancelled in accordance with the Post-[REDACTED] SOS Rules (or any other share option schemes of our Company) will not be counted for the purposes of calculating the Post-[REDACTED] Mandate Limit.

The maximum number of Shares which may be issued upon exercise of all outstanding Post-[REDACTED] SOS Option granted and yet to be exercised under the Post-[REDACTED] SOS and any other options granted and yet to be exercised under any other option scheme shall not exceed 30% of the issued share capital of our Company from time to time.

We may refresh the Post-[REDACTED] Mandate Limit at any time subject to prior approval of our Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time. However, the Post-[REDACTED] Mandate Limit as refreshed shall not exceed 10% of the Shares in issue as at the date of the aforesaid approval to refresh the Post-[REDACTED] Mandate Limit by our Shareholders in general meeting. Post-[REDACTED] SOS Options previously granted under the Post-[REDACTED] SOS or any other share option schemes of our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) (including those outstanding, cancelled or lapsed in accordance with its terms or exercised) will not be counted for the purpose of calculating the Post-[REDACTED] Mandate Limit as refreshed.

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We may also seek separate approval of our Shareholders in general meeting for granting options beyond the Post-[REDACTED] Mandate Limit to participants specifically identified by our Company before the aforesaid Shareholders' meeting where such approval is sought.

(i) Maximum entitlement of Post-[REDACTED] SOS Participants

No Post-[REDACTED] SOS Option may be granted to any Post-[REDACTED] SOS Participant which, if exercised in full, would result in the total number of Shares issued and to be issued upon exercise of the Post-[REDACTED] SOS Option already granted or to be granted to such Eligible Participant under the Post-[REDACTED] SOS (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of such new grant exceeding 1% in aggregate of the issued share capital of the Company as at the date of such new grant ("**Post-[REDACTED] Grant Date**"). Any grant of further Post-[REDACTED] SOS Option above this limit shall be subject to the requirements provided under the Listing Rules.

(j) Performance target

The Post-[REDACTED] SOS Rules does not set out any performance targets that must be achieved before the Post-[REDACTED] SOS Options may be exercised. However, the Board may, at their sole discretion, specify, as part of the terms and conditions of any option, such performance conditions that must be satisfied before the Post-[REDACTED] SOS Options can be exercised.

(k) Transferability

Any Post-[REDACTED] SOS Options shall be personal to the Grantee and shall not be assignable or transferable and no grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest whether legal or beneficial in favour of any third party over or in relation to any Post-[REDACTED] SOS Options. Any breach of the foregoing by the Grantee shall entitle the Company to cancel any Post-[REDACTED] SOS Options or part thereof granted to such Grantee (to the extent not already exercised) without incurring any liability on the part of the Company.

(l) Options granted to connected persons

Any grant of Post-[REDACTED] SOS Options to a connected person (as defined in the Listing Rules) of the Company, or any of his associates, shall also comply and be approved in accordance with the applicable requirements of the Listing Rules, including but not limited to:

- (i) if Post-[REDACTED] SOS Options are granted to a director, chief executive or substantial shareholder of the Company or any of their respective associates, such grant shall be subject to the approval by the independent non-executive Directors of our Company (and in the event that the Board offers to grant

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Post-[REDACTED] SOS Options to an independent non-executive Director of the Company, the vote of such independent non-executive Director shall not be counted for the purposes of approving such grant);

- (ii) if Post-[REDACTED] SOS Options are granted to a substantial shareholder or an independent non-executive director of the Company (or any of their respective associates) and that grant would result in the Shares issued and to be issued upon exercise of all options already granted and to be granted (including options exercised, cancelled and outstanding) to such person under the Post-[REDACTED] SOS and any other schemes in the 12-month period up to and including the date of grant:
 - (a) representing in aggregate over 0.1 per cent, or such other percentage as may from time to time be provided under the Listing Rules, of the Shares in issue on the date of grant; and
 - (b) having an aggregate value, based on the official closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange on the date of grant, in excess of HK\$5 million or such other sum as may from time to time be provided under the Listing Rules,

such grant shall be subject to, in addition to the approval of the independent non-executive Directors of the Company, the issue of a circular by the Company to our Shareholders and the approval of the Shareholders in general meeting of the Company by way of a poll convened and held in accordance with the Articles at which all connected persons (as defined in the Listing Rules) of the Company shall abstain from voting in favour of the resolution concerning the grant of such Post-[REDACTED] SOS Options at the general meeting, and/or such other requirements prescribed under the Listing Rules from time to time. Unless provided otherwise in the Listing Rules, the date of the Board meeting at which the Board proposes to grant the proposed Post-[REDACTED] SOS Options to that Post-[REDACTED] Eligible Participant shall be taken as the date of grant for the purpose of calculating the Subscription Price.

(m) Restriction of grant of options

For as long as the Shares are [REDACTED] on the Stock Exchange, a Post-[REDACTED] SOS Option must not be granted after inside information has come to the knowledge of the Company until such inside information has been announced in accordance with the requirements of the Listing Rules. In particular, a Post-[REDACTED] SOS Option must not be granted during the period commencing one month immediately preceding the earlier of:

- (i) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and

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- (ii) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement.

For as long as the Shares are [REDACTED] on the Stock Exchange, where any Post-[REDACTED] SOS Option is proposed to be granted to a Director, it shall not be granted on any day on which the financial results of the Company are published and during the period of:

- (i) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (ii) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

(n) Vesting Schedule and Exercise Period

The Board or the Chairman (as the case may be) may specify the exercise period and the vesting schedule of the Post-[REDACTED] SOS Options in the Grant Letter. Unless the Post-[REDACTED] SOS Options have been withdrawn and cancelled or been forfeited in whole or in part, the Grantee may exercise his rights under the Post-[REDACTED] SOS according to the vesting schedule set out in the relevant Grant Letter. The Post-[REDACTED] SOS Option must be exercised no more than ten years from the Grant Date. There is no minimum period for which a Post-[REDACTED] SOS Option must be held before it can be exercised.

(o) Cancellation of options

Unless otherwise provided for in the Post-[REDACTED] SOS Rules, any cancellation of Post-[REDACTED] SOS Options granted in accordance with the Post-[REDACTED] SOS but not exercised must be approved by the Grantee concerned in writing. In the event that the Board or the Chairman (as the case may be) elects to cancel any Post-[REDACTED] SOS Options and issue new ones to the same Grantee, the issue of such new Post-[REDACTED] SOS Options may only be made with the available unissued Post-[REDACTED] SOS Options (excluding the cancelled Post-[REDACTED] SOS Options) within the limit set out in (d) above.

(p) Lapse of options

Any Post-[REDACTED] SOS Options shall lapse forthwith and not exercisable (to the extent not already exercised), with immediate effect or after such period the Board or the Chairman (as the case may be) may determine, on the earliest of:

- (a) the expiry of the exercise period of the Post-[REDACTED] SOS Options as specified under the Post-[REDACTED] SOS Rules;

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- (b) the date on which the Grantee ceases to be a Post-[REDACTED] Eligible Participant in accordance with the Post-[REDACTED] SOS;
- (c) the date of the commencement of the voluntary winding-up of the Company;
- (d) the date on which the Board or the Chairman (as the case may be) exercises the Company's right to cancel or forfeit the Post-[REDACTED] SOS Options if the Grantee commits any breach of specific provisions as set out in the Post-[REDACTED] SOS Rules; and
- (e) the date on which the Post-[REDACTED] SOS Options are cancelled in accordance with the Post-[REDACTED] SOS Rules.

(q) Voting and dividend rights

No dividends (including distributions made upon the liquidation of our Company) shall be payable and no voting rights shall be exercisable in relation to any Post-[REDACTED] SOS Option that has not been exercised.

(r) Effects of alterations in the capital structure of our Company

If there is any alteration in the capital structure of the Company while any Post-[REDACTED] SOS Options remains exercisable, whether by way of capitalisation of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of the Company (other than an issue of Shares as consideration in respect of a transaction to which the Company is a party), such corresponding alterations (if any) shall be made to:

- (i) the number of Shares (without fractional entitlements) subject to the Post-[REDACTED] SOS Options so far as unexercised; and/or
- (ii) the Subscription Price; and/or
- (iii) the maximum number of Shares for which further Post-[REDACTED] SOS Options may be granted.

Except alterations made on a capitalisation issue, any alteration to the number of Shares which is the subject of the Post-[REDACTED] SOS Options and/or the Subscription Price shall be conditional on the auditors or the independent financial advisor appointed by the Company confirming by the issue of certificate to the Board that the alteration is in their opinion fair and reasonable, is made on the basis that the proportion of the issued share capital of the Company to which a Grantee is entitled after such alteration shall remain the same as that to which he was entitled before such alteration. No such alteration shall be made to the effect which would be to enable any Share to be issued at less than its nominal value (where applicable) or which would result in the aggregate amount payable on the exercise of any Post-[REDACTED] SOS Options

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in full being increased. The capacity of such auditors or an independent financial advisor appointed by the Company is that of experts and not of arbitrators and their certification shall be final and binding on the Company and the Grantees in the absence of manifest error. The costs of the Auditors or an independent financial advisor appointed by the Company in so certifying shall be borne by the Company.

(s) Retirement, death or permanent physical or mental disability of a selected participant and other events

Subject to the terms under the Post-[REDACTED] SOS Rules, any Post-[REDACTED] SOS Options may be exercised by a Grantee at any time or times during the exercise period provided that:

- (i) subject to the terms under the Post-[REDACTED] SOS Rules, if a Grantee ceases to be a Post-[REDACTED] Eligible Participant for any reason other than on his or her death or the termination of his or her employment on one or more of the grounds as specified in the Post-[REDACTED] SOS Rules, the Grantee may only exercise the Post-[REDACTED] SOS Option within a period of three months thereafter;
- (ii) if a Grantee dies before exercising the Post-[REDACTED] SOS Option in full and none of the events which would be a ground for termination of his or her employment specified in the Post-[REDACTED] SOS Rules arises, the personal representative(s) of the Grantee may only exercise the Post-[REDACTED] SOS Option within a period of 12 months thereafter;
- (iii) if a Grantee shall be employed by a subsidiary and the shares in such subsidiary (or in any other subsidiary which is a holding company of such subsidiary) shall be listed on, or become publicly traded on any recognised stock exchange, the Company may, if the Board considers it appropriate, give notices to the Grantee requiring the Grantee to exercise the Post-[REDACTED] SOS Option (to the extent not already exercised) to its full extent, or to the extent specified in such notice and on such other terms as the Board shall decide; and
- (iv) for any other situation not mentioned above, the handling of the Post-[REDACTED] SOS Options shall be separately submitted to and approved by the Board or the Chairman (as the case may be) on a case-by-case basis.

(t) Rights on takeover and schemes of compromise or arrangement

In the event a general offer for Shares (whether by way of voluntary offer, takeover, scheme of arrangement or otherwise) is made to all holders of Shares (or all such holders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror), the Board may, prior to or immediately upon the offer becoming or being declared unconditional, determine at its absolute discretion whether any Post-[REDACTED] SOS Options shall vest and the period within which such Post-[REDACTED] SOS Options shall vest and be exercisable. If the Board determines that such Post-[REDACTED] SOS Options shall vest, it shall notify the Grantees that such Post-[REDACTED] SOS Option shall vest and the period within

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which such Post-[REDACTED] SOS Options shall vest and be exercisable. In the absence of such determination by the Board, the Post-[REDACTED] SOS Options shall continue to vest in accordance with their respective vesting timetable.

If a Post-[REDACTED] SOS Option is not exercised within the time specified, or has not yet vested on or before the date of first making the offer, the Post-[REDACTED] SOS Option shall lapse.

If a compromise or arrangement between the Company and its members or creditors is proposed, the Company shall give notice to the Grantee on the same date as it dispatches the notice to each member or creditor of the Company summoning the meeting to consider such a compromise or arrangement, and thereupon the Grantee (or his or her personal representative(s)) may until the expiry of the period commencing with such date and ending with the earlier of the date two (2) months thereafter and the date on which such compromise or arrangement is sanctioned by the court, provided that the relevant options are not subject to a term or condition precedent to them being exercisable which has not been fulfilled, exercise any of his or her Post-[REDACTED] SOS Options whether in full or in part, but the exercise of a Post-[REDACTED] SOS Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective. Upon such compromise or arrangement becoming effective, all Post-[REDACTED] SOS Options shall lapse except insofar as previously exercised under the Plan. The Company may require the Grantee (or his or her personal representative(s)) to transfer or otherwise deal with the Shares issued as a result of the exercise of Post-[REDACTED] SOS Options in these circumstances so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement.

If a Post-[REDACTED] SOS Option is not exercised within the time specified, the Post-[REDACTED] SOS Option shall lapse.

(u) Rights on a voluntary winding-up

If a notice is given to each Grantee of a general meeting at which a resolution will be proposed for the voluntary winding-up of the Company, each Grantee shall be entitled to exercise all or any of his Post-[REDACTED] SOS Options at any time not later than two (2) business days prior to the proposed general meeting of the Company. The 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 referred to above, allot and issue the relevant Shares to the Grantee, credited as fully paid. The right to exercise the Post-[REDACTED] SOS Options shall, to the extent that they have not been exercised, terminate immediately on the date of the commencement of the voluntary winding-up of the Company.

If a Post-[REDACTED] SOS Option is not exercised within the time specified, the Post-[REDACTED] SOS Option shall lapse.

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(v) *Ranking of Shares*

The Shares to be allotted and issued upon the exercise of a Post-[REDACTED] SOS Option shall be subject to all the provisions of the Memorandum and Articles for the time being in force and will rank *pari passu* in all respects with the Shares in issue on the date of allotment and issuance. Such Shares will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment and issuance.

(w) *Duration*

The Post-[REDACTED] SOS shall take effect upon all of the following having been satisfied:

- (i) the passing of the necessary resolution to adopt the Post-[REDACTED] SOS by the Board;
- (ii) the Listing Committee of the Stock Exchange granting approval of the [REDACTED] of, and permission to [REDACTED], any Shares to be issued pursuant to the exercise of Post-[REDACTED] SOS Options on the Stock Exchange; and
- (iii) the commencement of [REDACTED] in the Shares on the Stock Exchange.

The Post-[REDACTED] SOS shall be valid and effective for the period of ten years commencing on the date when the Post-[REDACTED] SOS takes effect (after which, no further Post-[REDACTED] SOS Options shall be offered or granted), but in all other respects the provisions of the Post-[REDACTED] SOS Rules shall remain in full force and effective to the extent necessary to give effect to the exercise of any Post-[REDACTED] Options granted prior thereto or otherwise as may be required in accordance with the provisions of the Post-[REDACTED] SOS Rules.

E. OTHER INFORMATION

1. Estate Duty

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

2. Litigation

So far as our Directors are aware, no litigation or claim of material importance is pending or threatened against any member of our Group.

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3. Sole Sponsor

The Sole Sponsor has made an application on our behalf to the Listing Committee for the [REDACTED] of, and permission to [REDACTED], the Shares in issue, the Shares to be issued pursuant to the [REDACTED] (including any Shares which may fall to be issued pursuant to the exercise of the [REDACTED] and any Shares to be allotted and issued upon the exercise of the options which has been granted or to be granted under the Share Option Schemes).

4. Consents of Experts

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

<u>Name</u>	<u>Qualification</u>
China International Capital Corporation Hong Kong Securities Limited	A licensed corporation to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) regulated activities under the SFO
PricewaterhouseCoopers	Certified Public Accountants under Professional Accountant Ordinance (Cap. 50) and Registered Public Interest Entity Auditor under Accounting and Financial Reporting Council Ordinance (Cap. 588)
Tian Yuan Law Firm	PRC legal advisor
Maples and Calder (Hong Kong) LLP	Cayman Islands attorneys-at-law
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Industry consultant

As of the Latest Practicable Date, save as disclosed in the paragraph headed “– E. Other Information – Sole Sponsor” in this section, none of the experts named above has any shareholding interest in our Company or any of our subsidiaries or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

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5. Binding Effect

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

6. Bilingual Document

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

7. Preliminary Expenses

As of the Latest Practicable Date, our Company has not incurred material preliminary expenses.

8. Miscellaneous

- (a) Save as disclosed in this document, within the two years immediately preceding the date of this document:
 - (i) no share or loan capital or debenture of our Company or any of our subsidiaries has been issued or agreed to be issued or is proposed to be issued for cash or as fully or partly paid other than in cash or otherwise;
 - (ii) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option; and
 - (iii) no commissions, discounts, brokerages or other special terms have been granted or agreed to be granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries.

- (b) Save as disclosed in this document:
 - (i) there are no founder, management or deferred shares nor any debentures in our Company or any of our subsidiaries;
 - (ii) no share or loan capital or debenture of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option; and

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- (iii) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any share or loan capital of our Company or any of its subsidiaries by our Company for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares in or debentures of our Company or any of our subsidiaries.
- (c) Save as disclosed in the paragraph headed “– B. Further Information about our Business – 1. Summary of Material Contracts” in this section, none of our Directors or proposed Directors or experts (as named in this document), have any interest, direct or indirect, in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to, any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group.
- (d) We do not have any promoter. 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 within the two years immediately preceding the date of this document.
- (e) No equity or debt securities of any company within our Group is presently listed on any stock exchange or traded on any trading system nor is any listing or permission to deal being or proposed to be sought.
- (f) Our Company has no outstanding convertible debt securities or debentures.
- (g) There is no arrangement under which future dividends are waived or agreed to be waived.
- (h) There has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position in the last 12 months preceding the date of this document.