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**APPENDIX VI**

**STATUTORY AND GENERAL INFORMATION**

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**A. FURTHER INFORMATION ABOUT OUR COMPANY AND OUR SUBSIDIARIES**

**1. Incorporation of our Company**

Our Company was incorporated in the Cayman Islands under the Companies Act as an exempted company with limited liability on 23 July 2019 and its registered office is located at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman KY1-1111, Cayman Islands. Our Company has established its principal place of business in Hong Kong and was registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on 3 March 2020. Mr. Au Yeung Ming Yin Gordon has been appointed as the authorised representative of our Company for the acceptance of service of process and notices on behalf of our Company in Hong Kong.

As our Company was incorporated in the Cayman Islands, its operations are subject to the Companies Act and our constitutional documents comprising the Memorandum and Articles. A summary of certain parts of our constitutional documents and relevant aspects of the Companies Act is set out in Appendix V to this document.

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

The authorised share capital of our Company as at the date of incorporation was US\$50,000 divided into 50,000 shares of par value of US\$1.00 each.

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

- (a) On 23 July 2019, one share of a par value of US\$1.00 was allotted and issued as fully paid to an Independent Third Party, which was then transferred to Wider International on the same date for cash at par.
- (b) The authorised capital of our Company was sub-divided from US\$50,000.00 divided into 50,000 shares of a nominal value of US\$1.00 each to US\$50,000.00 divided into 5,000,000 Shares of a nominal value of US\$0.01 each on 24 March 2020.
- (c) On 24 March 2020, 96,640 Shares of a par value of US\$0.01 was allotted and issued as fully paid to Wider International; 26,472 Shares of a par value of US\$0.01 was allotted and issued as fully paid to Beauty Sources; 6,300 Shares of a par value of US\$0.01 was allotted and issued as fully paid to Vortex Festive; 3,500 Shares of a par value of US\$0.01 was allotted and issued as fully paid to Caring Plentiful; 3,315 Shares of a par value of US\$0.01 was allotted and issued as fully paid to Great Winner; 2,728 Shares of a par value of US\$0.01 was allotted and issued as fully paid to Yuen Sang Tai; and 945 Shares of a par value of US\$0.01 was allotted and issued as fully paid to Well Resourced.

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- (d) Pursuant to the sale and purchase agreement dated 8 February 2021 entered into between our Company and Mr. Xie Xing, our Company allotted and issued 1,414 Shares to Mr. Xie.
- (e) Immediately following the completion of the [REDACTED] and the [REDACTED] (assuming that the [REDACTED] is not exercised and without taking into account any Share which may be issued pursuant to any option and/or award which may be granted under the Share Scheme), the total issued share capital of our Company immediately after the completion of the [REDACTED] and the [REDACTED] will be US\$[REDACTED] divided into [REDACTED] Shares of par value of US\$[REDACTED] each, fully-paid or credited as fully paid.

Other than pursuant to the general mandate to issue Shares referred to in the paragraph headed “A. Further information about our Company and our subsidiaries — 4. Written resolutions of our Shareholders passed on [ • ]” in this Appendix to this document below and the exercise of any options and/or awards which may be granted under the Share Scheme, our Directors do not have any present intention to issue any of the authorised but unissued share capital of our Company and, without the prior approval of our Shareholders at general meeting, no issue of Shares will be made which would effectively alter the control of our Company.

Save as disclosed above and in the paragraph headed “History, Reorganisation and Corporate Structure — Reorganisation” in this document, there has been no alteration in the share capital of our Company since its incorporation.

**3. Changes in share capital of our subsidiaries**

The subsidiaries of our Company are listed in the Accountants’ Report as set out in Appendix I to this document. Save as disclosed in the section headed “History, Reorganisation and Corporate Structure” in this document, there has been no alteration in the share capital of any of the subsidiaries of our Company within the two years immediately preceding the date of this document.

**4. Written Resolutions of our Shareholders passed on [ • ]**

Pursuant to the written resolutions of the Shareholders of our Company passed on [ • ], the following resolutions were passed by our Shareholders, pursuant to which, among others:

- (a) the authorised share capital of our Company was increased from US\$50,000 divided into 5,000,000 Shares with par value of US\$0.01 each to US\$[REDACTED] divided into [REDACTED] Shares of US\$0.01 each;
- (b) our Company approved the conditional adoption of the Memorandum and the conditional adoption of the Articles which will become effective on the [REDACTED];

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- (c) conditional upon fulfillment of the conditions as stated in the paragraph headed “Structure and Conditions of the [REDACTED] — Conditions of the [REDACTED]” in this document:
- (i) the [REDACTED] was approved and our Directors were authorised to allot and issue the [REDACTED] pursuant to the [REDACTED] to rank *pari passu* with the then existing Shares in all respects subject to the terms and conditions stated in this document;
  - (ii) conditional further on the share premium account of our Company being credited as a result of the [REDACTED], our Directors were authorised to capitalise an amount of US\$[REDACTED] standing to the credit of the share premium account of our Company and to apply such amount as to capital to pay up in full at par [REDACTED] Shares for allotment and issue to the persons whose names appear on the register of members of our Company at the close of business on the date of these resolutions (or as they may direct) in proportion (as nearly as possible without involving fractions) to their then existing shareholdings in our Company, each ranking *pari passu* in all respects with the then existing issued Shares, and our Directors were authorised to give effect to such capitalisation and distributions and do such things and sign on such documents in relation thereto as they consider appropriate, and the [REDACTED] was approved; and
  - (iii) the rules of the Share Scheme (a summary of which is set out in the paragraph headed “D. Share Scheme” in this Appendix to this document) was approved and adopted and our Directors were authorised, at their absolute discretion, to grant options to subscribe for Shares and/or awards to obtain Shares under the Share Scheme and to allot, issue and deal with Shares pursuant thereto and to take all such steps as they consider necessary or desirable to implement the Share Scheme;
- (d) a general unconditional mandate was given to our Directors to exercise all powers of our Company to allot, issue and deal with, otherwise than by way of rights issue, an issue of Shares pursuant to the exercise of the [REDACTED] and options and/or awards which may be granted under the Share Scheme, or pursuant to any scrip dividend schemes or similar arrangements providing for the allotment and issuance of our Shares in lieu of the whole or part of any dividend in accordance with the Memorandum and the Articles of Association, or upon the exercise of any subscription or conversion rights attached to any warrants or convertibles of our Company, or under the [REDACTED] or the [REDACTED], Shares with a number not exceeding (1) 20% of the total number of Shares of our Company in issue immediately following completion of the [REDACTED] and the [REDACTED] but excluding any Shares to be issued upon exercise of the [REDACTED] and any options and/or awards which may be granted

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under the Share Scheme; and (2) the total number of Shares repurchased by our Company under the Repurchase Mandate as defined in paragraph (e) below. Such mandate shall remain in effect until the earliest of:

- (i) the conclusion of the next annual general meeting of our Company;
  - (ii) the expiration of the period within which the next annual general meeting of our Company is required by the Memorandum or Articles or the Companies Act or any other applicable laws of the Cayman Islands to be held; or
  - (iii) the time when such mandate is revoked or varied by an ordinary resolution of our Shareholders in general meeting;
- (e) a general unconditional mandate (the “**Repurchase Mandate**”) was given to our Directors authorising them to exercise all powers of our Company to repurchase on the Stock Exchange or on any other stock exchange on which the securities of our Company may be [REDACTED] and which is recognised by the SFC and the Stock Exchange for this purpose, such number of Shares as will represent up to 10% of the total number of Shares of our Company in issue immediately following completion of the [REDACTED] and the [REDACTED], but excluding any Shares to be issued upon exercise of the [REDACTED] and any options and/or awards which may be granted under the Share Scheme. Such mandate shall remain in effect until the earliest of:
- (i) the conclusion of the next annual general meeting of our Company;
  - (ii) the expiration of the period within which the next annual general meeting of our Company is required by the Memorandum or Articles or the Companies Act or any other applicable laws of the Cayman Islands to be held; or
  - (iii) the time when such mandate is revoked or varied by an ordinary resolution of our Shareholders in general meeting; and
- (f) the general unconditional mandate mentioned in sub-paragraph (d) above was extended by the addition to the number of Shares repurchased by our Company pursuant to the Repurchase Mandate referred to in sub-paragraph (e) above, provided that such extended amount shall not exceed 10% of the total number of Shares of our Company in issue immediately following completion of the [REDACTED] and the [REDACTED].

## **5. Reorganisation**

The companies comprising our Group underwent the Reorganisation in preparation for the [REDACTED]. For information relating to the Reorganisation, please refer to the paragraph headed “History, Reorganisation and Corporate Structure — Reorganisation” in this document.

## 6. Repurchase of Shares by our Company

This section contains information required by the Stock Exchange to be included in this document concerning the repurchase of Shares by our Company.

### *(a) Provisions of the Listing Rules*

The Listing Rules permit companies whose primary [REDACTED] is on the Stock Exchange to repurchase their securities on the Stock Exchange subject to certain restrictions, the most important of which are summarised below:

#### *(i) Shareholders' approval*

The Listing Rules provide that all proposed repurchases of shares, which must be fully paid up in the case of shares, by a company with a primary [REDACTED] on the Stock Exchange must be approved in advance by an ordinary resolution of the shareholders, either by way of general mandate or by specific approval of a particular transaction.

Pursuant to the written resolutions passed by our then Shareholders on [ • ], the Repurchase Mandate was given to our Directors authorising them to exercise all powers of our Company to repurchase our Shares as described in the paragraph headed "A. Further information about our company and our subsidiaries — 4. Written resolutions of our shareholders passed on [ • ]" in this Appendix to this document.

#### *(ii) Source of funds*

Any repurchase by our Company must be financed out of funds legally available for the purpose in accordance with the Memorandum and Articles, the applicable laws of the Cayman Islands and the Listing Rules. A listed company shall not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time.

Subject to the foregoing, any repurchases by our Company may be made out of profits of our Company, out of the share premium account of our Company, or for the capital portion of the Shares to be repurchased, out of the proceeds of a fresh issue of Shares made for the purpose of the repurchase. Subject to the Companies Act, a repurchase of Shares may also be made out of the share capital of our Company.

#### *(iii) Core connected parties*

The Listing Rules prohibit our Company from knowingly repurchasing our Shares on the Stock Exchange from a core connected person (as defined in the Listing Rules), and a core connected person shall not knowingly sell Shares to our Company on the Stock Exchange.

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*(iv) Trading restrictions*

The total number of shares which a listed company is authorised to repurchase on the Stock Exchange or on any other stock exchange recognised by the SFC and the Stock Exchange may not exceed 10% of the number of issued shares of that company, and the total number of warrants to subscribe for or purchase shares authorised to be so repurchased may not exceed 10% of the warrants of that company, in each case as at the date of the resolution granting the general mandate for such repurchase.

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

A listed company is also prohibited from repurchasing its own shares on the Stock Exchange if that repurchase would result in the number of listed securities of that company which are in the hands of the public falling below the relevant prescribed minimum percentage for that company as determined by the Stock Exchange.

A listed company shall not repurchase its own shares on the Stock Exchange at any time after inside information has come to its knowledge until (and including) the trading day after the information is made publicly available. In particular, during the period of one month immediately preceding the earlier of: (1) the date of our board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for the approval of that company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (2) the deadline for that company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcement, that company may not repurchase its shares on the Stock Exchange.



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*(v) Status of repurchased securities*

The [REDACTED] of all repurchased securities (whether on the Stock Exchange or otherwise) shall be automatically cancelled upon repurchase and the certificates of the relevant securities must be cancelled and destroyed. Under Cayman Islands law, shares repurchased by a Cayman Islands company may be treated as cancelled and, if so cancelled, the amount of that company's issued share capital shall be reduced by the aggregate nominal value of the repurchased shares accordingly although the authorised share capital of the company will not be taken as reduced.

*(vi) Reporting requirements*

A listed company must report repurchases of securities on the Stock Exchange or otherwise to the Stock Exchange no later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the business day following any day on which such repurchases are made, reporting total number of Shares purchased the previous day, the purchase price per share or the highest and lowest prices paid for such purchases, where relevant.

In addition, a listed company's annual report and accounts are required to include a monthly breakdown of purchases of shares made during the financial year under review, showing the number of shares repurchased each month (whether on the Stock Exchange or otherwise), the purchase price per share or the highest and lowest prices paid for all such repurchases and the aggregate prices paid for such repurchases. The directors' report of that company is also required to contain reference to the purchases made during the year and the directors' reasons for making such purchases.

*(b) Exercise of the Repurchase Mandate*

On the basis of [REDACTED] Shares in issue immediately after completion of the [REDACTED] and the [REDACTED] and taking no account of any Share to be issued upon exercise of the [REDACTED] or any options and/or awards which may be granted under the Share Scheme, our Directors would be authorised under the Repurchase Mandate to repurchase up to [REDACTED] Shares during the period in which the Repurchase Mandate remains in force.

*(c) Reasons for repurchases*

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

*(d) Funding of repurchases*

In repurchasing our Shares, our Company may only apply funds legally available for such purpose in accordance with the Companies Act, the Listing Rules and the applicable laws and regulations of the Cayman Islands.

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

*(e) General*

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

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

If as a result of a repurchase of Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of our Company increases, such increase will be treated as an acquisition for the purpose of the Takeovers Code. In certain circumstances, a Shareholder or a group of Shareholders acting in concert (as defined in the Takeovers Code) depending on the level of increase of our Shareholders' interest, could obtain or consolidate control of our Company and may become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code as a result of any such increase. Save as disclosed above, our Directors are not aware of any consequences which may arise under the Takeovers Code as a consequence of any repurchase of Shares if made immediately after the [REDACTED] pursuant to the Repurchase Mandate.

Our Directors will not exercise the Repurchase Mandate if the repurchase would result in the number of Shares which are in the hands of the public falling below 25% of the total number of Shares in issue (or such other percentage as may be prescribed as the minimum public shareholding under the Listing Rules).



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

**B. FURTHER INFORMATION ABOUT BUSINESS OF OUR GROUP**

**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) Deed of Indemnity;
- (b) Deed of Non-competition; and
- (c) [REDACTED] Agreement.

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

*(a) Trademarks*

As at the Latest Practicable Date, our Group registered the following trademarks which, in the opinion of our Directors, are material to the business of our Group:

Trademark	Registered Owner	Place of Registration	Registration Number	Class <i>(Note)</i>	Expiry Date
	Fujing Agriculture	PRC	35346062	35	20 December 2029
	Fujing Agriculture	PRC	35848985	31	6 October 2029
	Fujing Agriculture	PRC	35988766	35	27 September 2029
	Fujing Agriculture	PRC	20023215	31	6 July 2027
	Fujing Agriculture	PRC	44781768	5	13 November 2030


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<b>Trademark</b>	<b>Registered Owner</b>	<b>Place of Registration</b>	<b>Registration Number</b>	<b>Class (<i>Note</i>)</b>	<b>Expiry Date</b>
富景神农 FUJINGSHENONG	Fujing Agriculture	PRC	44753270	44	13 November 2030
富景神农 FUJINGSHENONG	Fujing Agriculture	PRC	54028070	35	6 September 2032
富景本草 FUJINGBENCAO	Fujing Agriculture	PRC	44782880	5	13 February 2031
富景本草 FUJINGBENCAO	Fujing Agriculture	PRC	44783059	44	6 May 2031
	Our Company	Hong Kong	305074119	31	1 October 2029
	Our Company	Hong Kong	305243445	31	8 April 2030

As at the Latest Practicable Date, our Group has applied for registration of the following trademarks in the PRC, for which approvals have not been granted yet:

<b>Trademark</b>	<b>Intened Registered Owner</b>	<b>Place of Intened Registration</b>	<b>Class (<i>Note</i>)</b>	<b>Application Date</b>
富景农业	Fujing Agriculture	PRC	31	13 November 2023
	Fujing Agriculture	PRC	31	13 November 2023

*Note:*

Class 5: Pharmaceuticals, medical and veterinary preparations; sanitary preparations for medical purposes; dietetic food and substances adapted for medical or veterinary use, food for babies; dietary supplements for human beings and animals; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides.

Class 31: Raw and unprocessed agricultural, aquacultural, horticultural and forestry products; raw and unprocessed grains and seeds; fresh fruits and vegetables, fresh herbs; natural plants and flowers; bulbs, seedlings and seeds for planting; live animals; foodstuffs and beverages for animals; malt.

Class 35: Advertising; business management; business administration; office functions.

Class 44: Medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, aquaculture, horticulture and forestry services.

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**(b) Domain names**

As at the Latest Practicable Date, our Group has registered the following domain names:

Domain Name	Registrant	Registration Date	Expiry Date
fujingnongye.cn	Fujing Agriculture	29 May 2016	29 May 2024
fujingnongye.com	Fujing Agriculture	9 December 2015	9 December 2024

Information contained in the above website does not form part of this document.

**(c) Patents**

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

No.	Name of invention	Type of Invention	Owner	Place of Registration	Patent registration number	Expiry Date
1.	Vegetable greenhouse environment monitoring system* (一種蔬菜大柵環境監測系統)	Invention patent (發明專利)	Fujing Agriculture	PRC	ZL-2017-1-0000236.9	1 January 2037
2.	Automatic sowing machine* (自動播種機)	Utility model patent (實用新型專利)	Fujing Agriculture	PRC	ZL-2019-2-0254448.4	27 February 2029
3.	Automatic sowing machine* (自動播種機)	Invention patent (發明專利)	Fujing Agriculture	PRC	201910150941.6	27 February 2039
4.	Sun blocking curtain device* (遮陽簾捲簾裝置)	Utility model patent (實用新型專利)	Fujing Agriculture	PRC	ZL-2019-2-0224132.0	21 February 2029
5.	New type of watering device* (一種新型灌溉裝置)	Utility model patent (實用新型專利)	Fujing Agriculture	PRC	ZL-2018-2-2230577.8	26 December 2028
6.	Greenhouse vent opening and closing device* (大柵通風口開閉裝置)	Utility model patent (實用新型專利)	Fujing Agriculture	PRC	ZL-2019-2-0751035.7	22 May 2029
7.	New type of planting device* (一種新型種植裝置)	Utility model patent (實用新型專利)	Fujing Agriculture	PRC	ZL-2021-2-0420068.0	25 February 2031
8.	Automatic blending and feeding machine* (一種自動攪拌上料機)	Utility model patent (實用新型專利)	Fujing Agriculture	PRC	ZL-2021-2-0420175.3	25 February 2031
9.	New type of sowing machine* (一種新型播種機)	Utility model patent (實用新型專利)	Fujing Agriculture	PRC	ZL-2021-2-0420070.8	25 February 2031
10.	New type of planting tray* (一種新型種植盤)	Utility model patent (實用新型專利)	Fujing Agriculture	PRC	ZL-2021-2-0420165.X	25 February 2031

\* English translation of its Chinese counterpart is for reference only.

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Save as disclosed above, there are no other trade or service marks, patents, copyrights or other intellectual rights which are material to the business of our Group.

**C. FURTHER INFORMATION ABOUT OUR DIRECTORS, MANAGEMENT AND SUBSTANTIAL SHAREHOLDERS**

**1. Disclosure of interests**

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

Immediately following the completion of the [REDACTED] and the [REDACTED], without taking into consideration our Shares which may be issued pursuant to the exercise of the [REDACTED] and any option and/or award which may be granted under the Share Scheme, the interests or short positions of our Directors and chief executive of our Company in our Shares, underlying shares or debentures or any of its associated corporations (within the meaning of Part XV of the SFO) which, once our Shares are [REDACTED] on the Stock Exchange, 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 any interests and short positions which they are taken or deemed to have under such provisions of the SFO), or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in the Listing Rules (the "Model Code") as set out in Appendix C3 to the Listing Rules, to be notified to our Company and the Stock Exchange, will be as follows:

*(i) Long position in our Shares*

Name of Director(s)	Capacity	Number of Shares held	Percentage of shareholding in our Company
Mr. Zhang <i>(Note 1)</i>	Interest in a controlled corporation	[REDACTED]	[REDACTED]%
Mr. Cui Wei <i>(Note 2)</i>	Interest in a controlled corporation	[REDACTED]	[REDACTED]%

*Notes:*

1. Mr. Zhang is the sole shareholder of Wider International, thus Mr. Zhang is deemed to be interested in the same number of Shares held by Wider International under the SFO.
2. Mr. Cui Wei is the sole shareholder of Caring Plentiful, thus Mr. Cui Wei is deemed to be interested in the same number of Shares held by Caring Plentiful under the SFO.

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*(ii) Long position in the ordinary shares of associated corporation*

<b>Name of Director(s)</b>	<b>Name of associated corporation(s)</b>	<b>Capacity</b>	<b>Number of share(s) held</b>	<b>Percentage of shareholding in the associated corporation(s)</b>
Mr. Zhang	Wider International	Beneficial owner	1	100%

*(b) Interests of substantial Shareholders*

Immediately following the completion of the [REDACTED] and the [REDACTED], without taking into consideration our Shares which may be issued pursuant to the exercise of the [REDACTED] and any option and/or award which may be granted under the Share Scheme, the following persons (not being a Director or chief executive of our Company) will have interests or short positions in our Shares, underlying shares or debentures of our Company which would fall to be disclosed to our Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or, who is entitled to exercise, or control the exercise of, 10% or more of the voting power at any general meeting of our Company:

<b>Name</b>	<b>Capacity</b>	<b>Number of Shares held</b>	<b>Percentage of shareholding in our Company</b>
Wider International	Beneficial owner	[REDACTED]	[REDACTED]%
Beauty Sources	Beneficial owner	[REDACTED]	[REDACTED]%
Ms. Geng Qi	Interest in a controlled corporation	[REDACTED]	[REDACTED]%

**2. Particulars of service contracts and letters of appointment**

Each of Mr. Zhang, Mr. Cui Wei, Ms. Guo Zeqing, Mr. Lyu Zhonghua and Mr. Pang Jinhong, being all our executive Directors, has entered into a service contract with our Company on 16 November 2023 for an initial term of three years commencing from the [REDACTED] and continuing thereafter until terminated by either party by giving not less than three months’ notice in writing to the other. Each of our executive Directors is entitled to an annual remuneration set out below, such remuneration to be reviewed annually by our Board.

In addition, each of our executive Directors may be entitled to, if so recommended by the remuneration committee of our Company and approved by our Board at its absolute discretion, a discretionary bonus, the amount of which shall be determined by our Board, with reference to the operating results of our Group, provided that the

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relevant executive Director shall abstain from voting and not be counted in the quorum in respect of any resolution of our Board approving the amount of annual remuneration, discretionary bonus and other benefits payable to him or her.

The basic annual remuneration (subject to annual review and excluding any discretionary bonus) payable to our executive Directors will be as follows:

<b>Name</b>	<b>Amount (RMB)</b>
Mr. Zhang	432,000
Mr. Cui Wei	216,000
Ms. Guo Zeqing	240,000
Mr. Lyu Zhonghua	120,000
Mr. Pang Jinhong	84,000

Each of Dr. Li Junliang, Mr. Lam Chik Tong and Ms. Chow Wai Mee May, all being our independent non-executive Directors, has signed a letter of appointment with our Company on 16 November 2023 for an initial term of three years commencing from the [REDACTED] and continuing thereafter subject to a maximum of three years until terminated by either party by giving not less than one months' notice in writing to the other. The basic annual remuneration payable to each of our independent non-executive Directors will be as follows:

<b>Name</b>	<b>Amount (RMB)</b>
Dr. Li Junliang	60,000
Mr. Lam Chik Tong	179,000
Ms. Chow Wai Mee May	179,000

Each of our Directors is entitled to reimbursement of all necessary and reasonable out-of-pocket expenses properly incurred in relation to all business and affairs carried out by our Group from time to time or in discharge of his duties to our Group under the service contract.

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

### **3. Directors' remuneration**

During each of FY2020, FY2021, FY2022 and 9M2023, the aggregate remuneration paid and benefits in kind granted by our Group to our Directors was approximately RMB498,000, RMB797,000, RMB809,000 and RMB594,000



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respectively. Under the arrangement presently in force, the aggregate amount of remunerations and benefits in kind granted by our Group to our Directors for the year ending 31 December 2023 is estimated to be approximately RMB930,000.

None of our Directors or any past directors of any member of our Group has been paid any sum of money for each of FY2020, FY2021, FY2022 and 9M2023, for (a) the loss of office as director of any member of our Group or of any other office in connection with the management affairs of any member of our Group and (b) as an inducement to join or upon joining any member of our Group.

There has been no arrangement under which a Director has waived or agreed to waive any emoluments for each of FY2020, FY2021, FY2022 and 9M2023.

**4. Related party transactions**

During the Track Record Period, our Group has entered into the related party transactions as mentioned in note 40 to the Accountants' Report as set out in Appendix I to this document.

**5. Disclaimers**

Save as disclosed in this document:

- (a) taking no account of any Shares to be issued upon exercise of the **[REDACTED]** or any options and/or awards which may be granted under the Share Scheme, our Directors are not aware of any person (not being a Director or chief executive of our Company) who will, immediately following completion of the **[REDACTED]** and the **[REDACTED]**, have an interest or short position in our Shares, underlying Shares or debentures of our Company or any of its associated corporation (within the meaning of the SFO) which would fall to be disclosed to our Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or, who is entitled to exercise, or control the exercise of, 10% or more of the voting power at any general meeting of our Company;
- (b) taking no account of any Shares to be issued upon exercise of the **[REDACTED]** or any options and/or awards which may be granted under the Share Scheme, none of our Directors or chief executive of our Company has any interest or short position in Shares, underlying shares or debentures of our Company or any of its associated corporations (within the meaning of the SFO) which would have to be notified to our Company and the Stock Exchange under Divisions 7 and 8 of Part XV of the SFO (including any interests and short positions which they are taken or deemed to have under such provisions of the SFO) or would be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or would be required, pursuant to the Model Code, to be notified to our Company and the Stock Exchange, in each case once our Shares are **[REDACTED]** on the Stock Exchange;

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- (c) none of our Directors or the experts named in the paragraph headed “E. Other information — 9. Qualifications of experts” in this Appendix to this document is interested in the promotion of, or in any assets which have been, within the two years immediately preceding the issue of this document, acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (d) none of our Directors or the experts named in the paragraph headed “E. Other information — 9. Qualifications of experts” in this Appendix to this document 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;
- (e) none of the experts named in the paragraph headed “E. Other information — 9. Qualifications of experts” in this Appendix to this document has any shareholding in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group; and
- (f) so far as is known to our Directors, none of our Directors, their respective close associates (as defined under the Listing Rules) or Shareholders who are interested in more than 5% of the issued share capital of our Company has any interests in the five largest customers in each year/period or the five largest suppliers in each year/period of our Group during the Track Record Period.

**D. SHARE SCHEME**

The following is a summary of the principal terms of the Share Scheme conditionally adopted by the written resolutions of the Shareholders of our Company passed on [ • ]. Our Board has been authorised to determine the grant of an option (an “**Option**”) to subscribe for Shares and/or award (an “**Award**”) which may vest in the form of Share(s) or the actual selling price of the awarded shares in cash under, and pursuant to the terms of, the Share Scheme and to determine the grantees, number of Options and/or Awards to be granted to each grantee and the terms and conditions of such grants pursuant to the terms of the Share Scheme. The terms of the Share Scheme comply with the provisions of Chapter 17 of the Listing Rules effective on 1 January 2023.

**(a) Purposes of the Share Scheme**

The purpose of the Share Scheme is to recognise and acknowledge the contributions by the Proposed Grantee (as defined in sub-paragraph (b) below) to our Group. By providing them with the opportunity to acquire equity interests in our Company, the Share Scheme aims to achieve the following objectives:

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- (i) attract skilled and experienced personnel, to incentivise them to remain with our Group, and to motivate them to strive for the future development and expansion of our Group; and
- (ii) attract and retain or otherwise maintain ongoing business relationships with suppliers whose contributions are or will be beneficial to the long-term growth of our Company.

With (1) the provision of the minimum Vesting Period (as defined in sub-paragraph (i) below), (2) the requirements on performance targets to be attained by the Proposed Grantees which directly affect our Group's business and (3) the clawback mechanism pursuant to sub-paragraph (j) below which aims to avoid offering incentive to Proposed Grantees with Options and/or Awards granted despite his/her misconduct or failure to meet the performance standard after the grant, our Board and the Remuneration Committee believe that these arrangements are appropriate and will align with the purpose of the Share Scheme.

**(b) Who may join**

Our Board may, at its absolute discretion, offer to grant an option to subscribe for such number of Shares, and/or an award which gives a conditional right to obtain the awarded shares when they vest as our Board may determine to the following persons (collectively, the "**Proposed Grantee(s)**"):

- (i) Directors (including any executive Director, non-executive Director and independent non-executive Director) and employees (whether full-time or part-time employee) of our Group, including persons who are granted Options or Awards under the Share Scheme as an inducement to enter into employment contracts with our Group ("**Employee Participant(s)**");
- (ii) directors and employees of the holding companies, fellow subsidiaries or associated companies of our Company ("**Related Entity Participant(s)**"); and
- (iii) persons who provide services to our Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of our Group ("**Service Provider(s)**"), provided that such Service Providers are not placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions of the Group and are not professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity,

provided that no document is required to be issued in connection with such grant under the Companies Ordinance or Companies (Winding up and Miscellaneous Provisions) Ordinance or any other applicable laws. Our Board may in its absolute discretion specify such conditions (if any) as it thinks fit when making such offer to the Proposed Grantees, including, without limitation and

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notwithstanding sub-paragraph (j) below, as to performance target to be satisfied by the Proposed Grantees and/or our Company before an Option and/or Award can be exercised.

**(c) Maximum number of Shares in respect of which options and awards may be granted**

The total number of Shares which may be issued upon exercise of all Options and Awards that may be granted under the Share Scheme and any other schemes shall not in aggregate exceed 10% of the relevant class of Shares in issue as at the date of the [REDACTED] of our Shares on the Stock Exchange, being [REDACTED] Shares (the “**Scheme Mandate Limit**”), excluding for this purpose Options and Awards lapsed and/or claw backed in accordance with the terms of the Share Scheme. Besides the Scheme Mandate Limit, there is a sub-limit for the total number of Shares which may be issued upon exercise of all Options and Awards and that may be granted to Service Providers under the Share Scheme (and together with any other schemes), which shall not in aggregate exceed 3%, being [REDACTED] Shares of the relevant class of Shares in issue on the date our Shares [REDACTED] on the Stock Exchange (the “**Service Provider Sublimit**”).

Our Company may refresh the Scheme Mandate Limit and/or the Service Provider Sublimit once every three years from the date of Shareholders’ approval for the last refreshment (or the Effective Date (as defined in sub-paragraph (h) below), where applicable) subject to prior Shareholders’ approval in the general meeting provided that (1) the Controlling Shareholders and their associates (or if there is no controlling shareholder, Directors (excluding independent non-executive Directors) and the chief executive of our Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting; and (2) our Company must comply with the requirements under Rules 13.39(6), 13.39(7), 13.40, 13.41 and 13.42 of the Listing Rules. Any Scheme Mandate Limit as refreshed shall not exceed 10% of our Shares in issue as at the date of the aforesaid Shareholders’ approval. A circular must be sent to our Shareholders containing the number of Options and Awards that were already granted under the existing Scheme Mandate Limit and the Service Provider Sublimit, and the reason for the refreshment.

Our Company may also seek separate Shareholders’ approval in general meeting for granting Options and/or Awards beyond the Scheme Mandate Limit to all Proposed Grantees specifically identified by our Company before the aforesaid Shareholders’ meeting where such approval is sought. A circular must be sent to our Shareholders containing (among other requirements as specified under the Listing Rules) the name of the identified Proposed Grantees, the number and terms of the Options and/or Awards to be granted, the purpose of granting Options and/or Awards to the identified Proposed Grantees, and how those Options and/or Awards serve such purpose.

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**(d) Maximum entitlement of each Proposed Grantee**

The total number of Shares issued/transferred and to be issued/transferred upon exercise of the Options and/or Awards granted to each Proposed Grantee (excluding any options and awards lapsed in accordance with the terms of the Share Scheme) in any 12-month period shall not exceed 1% of our Shares in issue (the "**1% Individual Limit**"). Any further grant of Options and/or Awards to Proposed Grantee which would result in the Shares issued and to be issued upon exercise of all Options and Awards granted and to be granted to such Proposed Grantee in the 12-month period up to and including the Grant Date (as defined in sub-paragraph (f) below) of such further options and/or awards exceeding the 1% Individual Limit shall be subject to:

- (i) the issue of circular to our Shareholders, containing (among other requirements under the Listing Rules) the identity of the Proposed Grantee, the number and terms (including the exercise price) of the Options and/or Awards to be granted (and those previously granted to such Proposed Grantee in the 12-month period), the purpose of granting Options and/or Awards to the Proposed Grantee and an explanation as to how those Options and/or Awards serve such purpose; and
- (ii) separate Shareholders' approval in advance with such Proposed Grantee and his/her close associates (or his/her associates if such Proposed Grantee is a connected person) abstaining from voting.

**(e) Grant of options and/or awards to connected persons**

The independent non-executive Directors of our Company (excluding any independent non-executive Director of our Company who is a Proposed Grantee) will be required to approve each grant of Options and/or Awards to a Director, chief executive or Substantial Shareholder or any of their respective associates.

Grant of Options and/or Awards must be approved by our Shareholders in general meeting where the Proposed Grantee, his/her associate and all core connected persons of our Company must be abstain from voting in favour and our Company must send a circular which must contain (1) details of number and terms of the Options and/or Awards to be granted to each Proposed Grantee, (2) the views of the independent non-executive Directors (excluding any independent non-executive Directors who is the Proposed Grantee of the Options and/or Awards) as to whether the terms of the grant are fair and reasonable and whether such grant is in the interest of our Company and our Shareholders as a whole, and their recommendation to the independent Shareholders as to voting, (3) the information required under Rule 17.02(2)(c) of the Listing Rules, and (4) the information required under Rule 2.17 of the Listing Rules to our Shareholders:

- (i) where any grant of Awards (excluding grant of Options) to a Director (other than an independent non-executive Director) or chief executive of our Company, or any of his/her associates would result in the shares issued and to be issued in respect of all Awards granted (excluding any Awards lapsed in



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accordance with the terms of the Share Scheme) to such person in the 12-month period up to and including the Grant Date, representing in aggregate over 0.1% of the relevant class of Shares in issue; or

- (ii) where any grant of Options and/or Awards to an independent non-executive Director or a Substantial Shareholder, or any of his/her respective associates, would result in the Shares issued and to be issued in respect of all Options and Awards granted (excluding any Options and Awards lapsed in accordance with the terms of the Share Scheme) to such person in the 12-month period up to and including the Grant Date representing in aggregate over 0.1% of the relevant class of Shares in issue.

The Company will comply with Chapter 14A of, and other applicable rules under the Listing Rules, for Shares to be issued to connected persons under the Share Scheme after [REDACTED].

**(f) Acceptance of an offer of options and/or awards**

An offer of grant of an Option and/or Award will be made to any Proposed Grantee in writing (each, an “Offer”) in such form as our Board may from time to time determine, specifying (i) the date of grant (the “Grant Date”, which must be a business day), (ii) the name of the Proposed Grantee, (iii) the number of Shares comprised in the Option and/or Award, (iv) the exercise price if the Offer is an offer of grant of Option and/or the purchase price (if any) of the Award if our Board so decided at our Board’s absolute discretion, (v) the market price of the Share on the Grant Date, (vi) the period during which the Option and/or Award may be exercised and in any event ends not later than 10 years from the Grant Date (the “Exercise Period”), (vii) the Vesting Period, and if the Vesting Period is shorter than that as required by Rule 17.03F of the Listing Rules, the relevant circumstances that is permitted in sub-paragraph (i) below, and if the Proposed Grantee is a Director and/or senior manager (which has the meaning ascribed thereto under the Listing Rules), the fact that the relevant Vesting Period is determined by the Remuneration Committee and the Remuneration Committee’s view on why the relevant Vesting Period is appropriate, (viii) the date by which the Option and/or Award must be accepted being a date not more than 30 days after the date of the Offer, (ix) the performance targets (which may be qualitative) (if any) to be satisfied by the Proposed Grantee and/or our Company before an Option and/or Award can be exercised and the clawback mechanism (if any) for our Company to claw back any Option and/or Award granted, and if the Proposed Grantee is a Director and/or senior manager and where no performance targets and/or clawback mechanism is/are stipulated in the Offer, the views of the Remuneration Committee on why performance targets and/or a clawback mechanism is/are not necessary and how the Offer aligns with the purpose of the Share Scheme, (x) where the Proposed Grantee is a Service Provider or a Related Entity Participant, the reasons of the Offer and the views of our Board how the Offer aligns with the purpose of the Share Scheme, (xi) arrangement, if any, for our Company or any of its subsidiaries to provide financial assistance to the Proposed Grantee to facilitate the purchases of Shares under the Share Scheme, (xii) such other terms and conditions of the Offer as may be imposed by



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our Board as are not inconsistent with this Share Scheme, and (xiii) requiring the Proposed Grantee, by signing and returning a duplicate of the Offer, to accept the Offer and to undertake to hold the Option and/or Award on the terms on which it is to be granted and to be bound by the provisions of the Share Scheme. The Offer will be personal to the Proposed Grantee concerned and will not be transferable.

An Option and/or Award will be deemed to have been granted and accepted by the Proposed Grantee (the "**Grantee(s)**") and to have taken effect when the duplicate of the offer document duly signed by the Grantee together with a payment to our Company, as the case may be, of HK\$1.00 (or its equivalent in the local currency of any jurisdiction where our Company and/or its subsidiaries, as the case may be, operate) by way of consideration for the grant thereof is received by our Company within the time period specified in the Offer. Such payment will in no circumstances be refundable and will not be deemed to be a part payment of the exercise price and/or purchase price (if any).

Any Offer may be accepted or deemed to have been accepted in part provided that it is accepted in respect of a **[REDACTED]** or an integral multiple thereof and is clearly stated in the duplicate of the offer document comprising the acceptance of the Offer duly signed by the Grantee. To the extent that the Offer is not accepted within 30 days from the date upon which it is made in the manner indicated in the aforesaid, it will be deemed to have been irrevocably declined.

Upon an Offer being accepted by a Grantee in whole or in part in accordance with the sub-paragraphs aforesaid, an Option and/or Award in respect of the number of Shares in respect of which the Offer was so accepted will be deemed to have been granted by our Company to such Grantee on the Grant Date.

For the grant of Award to a Proposed Grantee, in the event that our Directors decide to, at their absolute discretion, to appoint an award trustee, our Company shall, as soon as reasonably practicable and in any event no later than 30 business days from the date of acceptance of the Offer, elect to as our Directors deem appropriate as per their absolute discretion, (i) issue and allot Shares to the award trustee and/or (ii) transfer to the award trustee the necessary funds and instruct the award trustee to acquire Shares through on-market transactions at the prevailing market price, so as to satisfy the Award.

**(g) Exercise price**

The exercise price in respect of any Option will be such price as determined by our Board and notified to any Grantee (subject to any adjustment made pursuant to the sub-paragraph (s)) and must be at least the higher of:

- (i) the closing price of our Shares as stated in the Stock Exchange's daily quotations sheet for a **[REDACTED]** on the Option Grant Date;

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- (ii) the average closing price of our Shares as stated in the Stock Exchange's daily quotations sheets for a [REDACTED] for the five business days immediately preceding the Grant Date; and
- (iii) the nominal value of the Share on the Grant Date.

For avoidance of doubt, an Award may be granted with or without a purchase price, and such purchase price of the Award (if any) is not restricted by the aforesaid sub-paragraph.

**(h) Duration of the Share Scheme**

Subject to sub-paragraph (u) below, the Share Scheme will be valid and effective for a period of 10 years commencing on the date on which the conditions set out in sub-paragraph (w) below becomes unconditional (the "**Effective Date**"), which is expected to be the [REDACTED], after which no further Options and/or Awards will be granted under the Share Scheme, but the provisions of the Share Scheme will remain in full force and effect to the extent necessary to give effect to the exercise of any Options and/or Awards granted prior thereto or otherwise as may be required in accordance with the provisions of the Share Scheme.

**(i) Time of vesting of Options and/or Awards**

All Options and/or Awards granted under the Share Scheme will be subject to a vesting period of no less than 12 months from the Grant Date (the "**Vesting Period**") except for the specific circumstances set out in the Share Scheme.

**(j) Performance targets and clawback mechanism**

The granting and/or vesting of Options and/or Awards shall also be subject to the performance targets to be satisfied by the Grantee as determined by our Board from time to time. The performance target may comprise a mixture of attaining a satisfactory key performance indicators components (such as the business performance and financial performance of our Group/department including but not limited to annual sales targets attained by the Employee Participants and/or Related Entity Participants) which may vary among the Grantees.

Upon the occurrence of any of the following in relation to a Grantee, our Company shall propose that no further Options and/or Awards shall be granted to such Grantee and shall claw back the Options and/or Awards granted to such Grantee and such Options and/or Awards shall lapse automatically:

- (i) the Grantee has failed to perform duties effectively or is involved in serious misconduct or malfeasance;
- (ii) the Grantee has contravened the relevant laws and regulations of the applicable jurisdictions and/or the provisions of the Memorandum and Articles;

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- (iii) the Grantee has, during his/her tenure of office, been involved in acceptance or solicitation of bribery, corruption, theft, leakage of trade and technical secrets, conducted connected transactions and other unlawful acts and misconducts, which prejudiced the interest and reputation of and caused significant negative impact to the image of our Company; or
- (iv) the Grantee has failed to discharge, or failed to discharge properly, his/her duties and thereby resulting in serious loss in assets to our Company and other serious and adverse consequence.

**(k) Exercise of Options and/or Awards**

For the case of Option, a Grantee may exercise his/her Option in whole or in part (but, if in part, only in respect of a [REDACTED] any integral multiple thereof) by giving notice in writing to our Company stating that the Option is thereby exercised and specifying the number of Shares to be subscribed. Each such notice must be accompanied by a remittance for the full amount of the aggregate exercise price for our Shares in respect of which the notice is given. Within 30 days after receipt of the notice and the remittance and, where appropriate, receipt of the certificate from the Auditors (or the independent financial adviser appointed by our Board) pursuant to sub-paragraph (s), our Company will allot and issue the relevant Shares to the Grantee credited as fully paid and issue to the Grantee a share certificate in respect of the Shares so allotted.

For the case of Award, a Grantee may exercise his/her Award in whole or in part (but, if in part, only in respect of a [REDACTED] or any integral multiple thereof) by giving notice in writing to our Company stating that the Award is thereby exercise and specifying the number of Shares to be obtained. Each such notice must be accompanied by a remittance for the full amount of the aggregate purchase price (where applicable) for the Shares in respect of which the notice is given. Within 30 days after receipt of the notice and, where appropriate, receipt of the certificate from the Auditors (or the independent financial adviser appointed by our Board) pursuant to sub-paragraph (s), our Company shall allot and issue the relevant Shares and/or instruct the award trustee (where applicable as our Directors elect to appoint in accordance with sub-paragraph (f) above) the extent to which the awarded shares held in the trust shall be transferred and released from the trust to the Grantee the share certificate in respect of the Shares so allotted, issued and/or transferred. In case of the award trustee, the award trustee shall transfer and release the relevant Award in manner as determined by our Board. If it is not practicable for the Grantee to receive the Award in Shares, solely due to legal or regulatory restrictions with respect to the Grantee's ability to receive the Award in Shares or the award trustee's ability to give effect to any such transfer to the Grantee, our Board shall, in its absolute discretion, sell, or direct and procure the award trustee to sell, on-market at the prevailing market price, the number of awarded shares so obtained in respect of the Grantee and pay the Grantee the proceeds arising from such sale based on the actual selling price of such awarded shares in cash.

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**(l) Restriction on the time of grant of options and/or awards**

Our Board will not offer to grant any Option and/or Award to any Proposed Grantee:

- (i) after inside information has come to the knowledge of our Company or a price sensitive event has occurred or a price sensitive matter has been the subject of a decision, until such price sensitive information has been published;
- (ii) during the period commencing one month immediately preceding the earlier of: (1) the date of our Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of our Company's results for any year, half-year, quarterly or any other interim period whether or not required under the Listing Rules; and (2) the deadline for our Company to publish an announcement of its results for any year, half-year, quarterly or any other interim period whether or not required under the Listing Rules, and ending on the date of the relevant results announcement; or
- (iii) during any period of delay in the publication of a results announcement.

Furthermore, if the exercise price of the Option is fixed at the Grant Date, our Board shall not offer to grant any Option to any Director in the following period:

- (i) during the period of 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, unless the circumstances are exceptional, for example, where a pressing financial commitment has to be met, in accordance with the Listing Rules; and
- (ii) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and the 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, unless the circumstances are exceptional, for example, where a pressing financial commitment has to be met, in accordance with the Listing Rules.

**(m) Ranking of our Shares**

For the case of Option and/or Award that is awarded by direct allotment of Shares to a Grantee, our Shares to be allotted upon the exercise of an Option and/or Award will not carry voting rights until the name of the Grantee has been duly entered into the register of members of our Company as the holder thereof. Subject to the aforesaid and the Memorandum and Articles, Shares allotted and issued on the exercise of Options and/or Awards will rank *pari passu* in all respects and will have the same voting, dividend, transfer and other rights (including those arising on winding-up) as are attached to the other fully-paid Shares in issue on the date of exercise, save

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that they will not rank for any dividend or other distribution declared or recommended or resolved to be paid or made by reference to a record date falling on or before the date of exercise.

For the case of Award that is to be awarded to a Grantee through the transfer and release of Shares (i.e. the concerned awarded shares) held by an award trustee (which is at our Board's absolute discretion to appoint in accordance with sub-paragraph (f) above) to the Grantee, the awarded share that to be transferred and released to a Grantee will be subject to all the provisions of the Memorandum and Articles and will rank *pari passu* with the fully paid Shares in issue on the date of the transfer and release of the awarded shares from the trust to the Grantee and subject to the registration of the name of the Grantee on the register of members of our Company, the Grantee shall accordingly be entitled to participate in all dividends and other distributions paid or made on or after the date of the name of Grantee is registered on the register of members of our Company. However, before the transfer and release of the awarded share from the award trustee to the Grantee, the Grantee only has a contingent underlying interest in the awarded share unless and until such awarded shares are actually transferred to the Grantee, nor does he or she have any rights to any related income until the awarded shares vest. Unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given, neither the Grantee nor the award trustee may exercise any voting rights in respect of any awarded shares that have not yet vested. For the period between the date the awarded share being vested and the date the awarded share being transferred and released to the Grantee, the award trustee shall not exercise any voting rights in respect of the awarded share unless otherwise required by law but shall retained any income and dividend the awarded share so entitled during such period and shall remit the same (interest free unless otherwise specified by our Board at our Board's absolute discretion as previously agreed between our Board and the award trustee) to the Grantee on or reasonable time after the date when the awarded share is transferred and released to the Grantee.

**(n) Rights are personal to the Grantees**

An Option and/or Award will be personal to the Grantee and not be assignable. Except for the transmission of an Option on the death of a Grantee to his/her legal personal representatives and nomination of an entity wholly-owned by a Grantee to hold his/her Option and/or Award on his/her behalf, a Grantee may not sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Option and/or Award or enter into any agreement to do any of the foregoing. Any breach of the foregoing by the Grantee will entitle our Company to cancel any Option and/or Award granted to such Grantee (to the extent not already exercised). In the event any Grantee wishes to transfer the Options and/or Awards to a vehicle, including but not limited to a trust or a private company, for the benefit of the Grantee and any family members of such Grantee, provided that such transfer would continue to meet the purpose of the Share Scheme and comply with the Listing Rules, our Board may in its absolute discretion decide to apply to the Stock Exchange for a

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waiver. Where such waiver is granted, our Company shall disclose the beneficiaries of the trust or the ultimate beneficial owners of the transferee vehicle as required by the Stock Exchange.

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

If a general offer is made to all our Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or in concert with the offeror (as defined in the Takeovers Code)), our Company will use its best endeavours to procure that such offer is extended to all the Grantees.

If such offer, having been approved or conducted in accordance with applicable laws and regulatory requirements becomes effective, or becomes or is declared unconditional, the Grantee will be entitled to exercise his/her Options and/or Awards up to his/her entitlement (to the extent not already exercised) in full or any part thereof at any time thereafter and up to the close of such offer (or relevant revised offer) or the record date for entitlement under the scheme of arrangement, as the case may be. Subject to the above, the Option and/or Award will lapse automatically on the date which such offer (or the relevant revised offer) closed or the relevant record date for entitlements under the scheme of arrangement, as the case may be.

**(p) Rights on compromise or arrangement**

If a compromise or arrangement between our Company and its Shareholders or creditors is proposed for the purposes of a scheme for the reconstruction of our Company or its amalgamation with any other companies, our Company will give notice to all the Grantees on the same day as it gives notice of the meeting to its Shareholders or creditors summoning the meeting to consider such a scheme or arrangement and any Grantee will be entitled to exercise all or any of his/her Options and/or Awards (to the extent not already exercised) at any time no later than two business days prior to the date of the proposed meeting. Our Company will as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed meeting, allot or transfer the relevant Shares to the Grantee credited as fully paid.

With effect from the date of such meeting, the rights of all Grantees to exercise their respective Options and/or Awards will forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options and/or Awards will, to the extent that they have not been exercised, lapse and terminate. If for any reason such compromise or arrangement is not approved by the court, the rights of the Grantees to exercise their respective Options and/or Awards will with effect from the date of the making of the order by the court be restored in full and will become exercisable (but subject to the other terms of the Share Scheme) as if such compromise or arrangement had not been proposed by our Company.



**(q) Rights on winding up**

In the event a notice is given by our Company to our Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving the voluntary winding up of our Company, our Company will on the same date as or soon after it dispatches such notice to its Shareholders give notice thereof to all Grantees and each Grantee will be entitled to exercise all or any of his/her Options and/or Awards (to the extent not already exercised) at any time no later than two business days prior to the proposed general meeting of our Company. Our Company will as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting, allot the relevant Shares to the Grantee credited as fully paid. Where applicable, upon receiving the notice of exercising Awards, our Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting referred to above, instruct the award trustee to transfer and release the relevant awarded shares from the trust to the Grantee. Subject to the above, all Options and/or Awards then outstanding shall lapse and determine on the commencement of the winding-up.

**(r) Lapse of Option and/or Award**

An Option and/or Award will lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (i) the expiry of the Exercise Period;
- (ii) the expiry of any of the periods referred to in sub-paragraphs (o) to (q) above;
- (iii) subject to sub-paragraph (q) above, the date of the commencement of the winding up of our Company;
- (iv) the date on which the Grantee who is an Employee Participant or Related Entity Participant ceases to be an Employee Participant or Related Entity Participant by reason of the summary termination of his/her employment on any one or more of the grounds that he/she has been guilty of misconduct, or has been convicted of any criminal offence involving his/her integrity or honesty or (if so determined by our Board) on any other ground on which an employer would be entitled to summarily terminate his/her employment at common law or pursuant to any applicable laws or under the Grantee's service contract with our Company, its relevant subsidiary or the holding companies, fellow subsidiaries or associated companies of our Company;
- (v) where the Grantee is a Service Provider which is under any contract with our Company or its relevant subsidiary, the date on which such contract is terminated by reason of breach of contract on the part of the Service Provider;

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- (vi) where the Grantee is a Service Provider, the date on which the Grantee appears either to be unable to pay or have no reasonable prospect to be able to pay debts, or has become insolvent, or has made any arrangement (including a voluntary arrangement) or composition with his/her creditors generally, or ceases or threatens to cease to carry on his/her business, or is bankrupted, or has been convicted of any criminal offence involving integrity or honesty, or could no longer make any contribution to the growth and development of our Group by reason of its cessation of its relations with our Group or by any other reason whatsoever;

provided that whether any one or more of the events specified in (iv) to (vi) above occur in relation to a Grantee will, in its reasonable opinion, be solely and conclusively determined by our Board;

- (vii) the date on which the Grantee commits a breach of sub-paragraph (n) above;
- (viii) 12 months from the date of the death of the Grantee (being an individual and if not exercised by his/her legal personal representative);
- (ix) in cases where the Option and/or Award is held by a nominee of the Grantee, the date such nominee ceases to be wholly-owned by the relevant Grantee;
- (x) the date on which the Grantee commits any breach of any terms or conditions attached to the grant of the Option and/or Award, unless otherwise resolved to the contrary by our Board; or
- (xi) the date on which our Company claws back the Options and/or Awards granted pursuant to sub-paragraph (j) above.

**(s) Effect of alteration to capital**

In the event of any alteration in the capital structure of our Company whilst any Option remains exercisable and/or awarded share remains outstanding, whether by way of capitalisation of profits or reserves, rights issue, open offer, consolidation, subdivision or reduction of the share capital of our Company (other than an issue of Shares as consideration in respect of a transaction to which any member of our Group is a party) such corresponding adjustments (if any) will be made to the number of Shares to which the Option relates (insofar as it is unexercised) and/or awarded share that remains outstanding; and/or the exercise price of the Options granted (insofar as they are unexercised), as the auditors (or an independent financial adviser appointed by our Board) will certify in writing to our Board either generally or, if applicable, as regards any particular Grantee, to be in their opinion fair and reasonable, provided that (i) any such alteration shall give a Grantee the same proportion of the equity capital (rounded to the nearest whole Share) to which he/she was entitled prior to such alteration; (ii) any such adjustment shall be made on the basis that the aggregate exercise price payable by a Grantee on the full exercise of any Option shall remain as

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nearly as possible the same as it was before such event; and (iii) no adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal price (if any).

If there has been any alternation in the capital structure of our Company as referred to in the aforesaid, our Company will, upon receipt of a notice from the Grantee, inform him/her of such alternation and will either inform him/her of the adjustment to be made pursuant to the certificate of the auditors (or an independent financial adviser appointed by our Board) obtained by our Company for such purpose, or if no such certificate has yet been obtained, inform him/her of such fact and instruct the auditors (or an independent financial adviser appointed by our Board) to issue a certificate in that regard in accordance with the aforesaid.

**(t) Cancellation of options and/or awards**

Our Board shall have the absolute discretion to cancel any Options and/or Awards granted but not exercised or lapsed at any time if the Grantee so agreed. Any Grantee whose Options and/or Awards are cancelled pursuant to the aforesaid may be issued new Options and/or Awards in accordance with the provisions of the Share Scheme, provided that unissued Options and/or Awards are available under the Share Scheme within the limits specified in sub-paragraph (c) above.

**(u) Termination of the Share Scheme**

The Share Scheme will expire automatically on the day immediately preceding the tenth anniversary of the date on which the conditions set out in sub-paragraph (w) becomes unconditional, which is expected to be the [REDACTED]. Our Company may by resolution in general meeting or our Board may at any time terminate the operation of the Share Scheme and, in such event, no further Options and/or Awards will be offered but the provisions of the Share Scheme will remain in full force in all other respects. All Options and/or Awards complying with the provisions of the Listing Rules which are granted during the life of the Share Scheme and remain unexpired immediately prior to such termination will continue to be valid and exercisable in accordance with the terms of the Share Scheme.

**(v) Alteration of the Share Scheme**

The Share Scheme may be altered in any respect by resolution of our Board except that:

- (i) any alteration to the terms and conditions of the Share Scheme which are of a material nature or any alteration to provisions of the Share Scheme relating to the matters set out in rule 17.03 of the Listing Rules can not be altered to the advantage of Grantees or Proposed Grantees except with the prior sanction of a resolution of our Shareholders in general meeting; and

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- (ii) any change to the authority of our Board or administrators of the Share Scheme in relation to any alteration to the terms of the Share Scheme will not be made, except with the prior sanction of a resolution of our Shareholders of our Company in general meeting.

Any change to the terms of the Options and/or Awards granted to a Grantee shall be subject to the approval of our Board, Remuneration Committee, independence non-executive Directors and/or our Shareholders (as the case may be) if the initial grant of Options and/or Awards was approved by such person(s) (as the case may be), save where the alterations take effect automatically under the existing terms of the Share Scheme.

The amended terms of the Share Scheme and/or the options and/or awards must continue to comply with the relevant provisions of the Listing Rules and supplementary guidance on the interpretation of the Listing Rules issued by the Stock Exchange from time to time.

**(w) Conditions of the Share Scheme**

The Share Scheme will take effect subject to the passing of the necessary resolution to adopt the Share Scheme by our Shareholders and our Board and is conditional upon:

- (i) the **[REDACTED]** Committee granting approval of the **[REDACTED]** of, and permission to deal in, any Shares to be issued pursuant to the exercise of Options and/or Awards granted under the Share Scheme on the Stock Exchange; and
- (ii) the commencement of dealings in our Shares on the Stock Exchange.

If any of the above conditions are not satisfied within 12 calendar months from the date of approval of the Share Scheme by the Shareholders, the Share Scheme will terminate and no person will be entitled to any rights or benefits or be under any obligations under or in respect of the Share Scheme.

**(x) Administration of our Board**

The Share Scheme will be subject to the administration of our Board whose decision and interpretation (save as otherwise provided in the Share Scheme) will be final and binding on all parties who may be affected thereby.

Our Company will disclose details of the Share Scheme in its annual and interim reports including the number of options and/or awards, date of grant, exercise price, Exercise Period and Vesting Period during the financial year/period in the annual/interim reports in accordance with the Listing Rules in force from time to time.

As at the Latest Practicable Date, no Option and/or Award had been granted or agreed to be granted under the Share Scheme.

Application has been made to the Stock Exchange for the [REDACTED] of, and permission to deal in, our Shares which may fall to be issued pursuant to the exercise of the Options and Awards being [REDACTED] Shares in total.

## 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 its subsidiaries in the Cayman Islands or the BVI or Hong Kong, being jurisdictions in which one or more of the companies comprising our Group were incorporated.

### 2. Tax and other indemnities

Dealings in our Shares will be subject to Hong Kong stamp duty. The current *ad valorem* rate of Hong Kong stamp duty is 0.1% on the higher of the consideration for or the market value of our Shares, and it is charged on the purchaser on every purchase and on the seller on every sale of our Shares. A total stamp duty of 0.2% is currently payable on a typical sale and purchase transaction involving our Shares.

Each of our Controlling Shareholders as indemnifier (each an “**Indemnifier**”, and collectively the “**Indemnifiers**”) has entered into a deed of indemnity (the “**Deed of Indemnity**”) with and in favour of our Company (for ourselves and as trustee for each of our subsidiaries) pursuant to which the Indemnifiers shall jointly and severally indemnify and keep indemnified each of our Company and our subsidiaries against, among other things, the following:

- (a) any liability which is or becomes payable by any member of our Group by virtue of the provisions of section 35, 42 and 43 of the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) arising from the death of an individual and by reason of any transfer of any property on such individual’s death to any member of our Group on or before the date on which the [REDACTED] becomes unconditional;
- (b) taxation falling on any of our Company and our subsidiaries resulting from or by reference to any income, profits or gains earned, accrued or received (or deemed to be so earned, accrued or received) on or before the date on which the [REDACTED] becomes unconditional;
- (c) any actions, claims, losses, damages, costs, charges or expenses suffered or incurred by our Company and/or any of our subsidiaries, directly or indirectly, as a result of or in connection with any litigation, arbitration, claim and/or legal proceedings accrued or arising on or before the date on which the [REDACTED] becomes unconditional; and

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- (d) any claims, proceedings, judgments, losses, liabilities, fines, penalties, payments, damages and any associated costs suffered or incurred by our Company and/or any of our subsidiaries, directly or indirectly, arising from any non-compliance or alleged non-compliance with any applicable laws, rules or regulations by our Company and/or any of our subsidiaries on or before the date on which the [REDACTED] becomes unconditional.

The Indemnifiers will, however, not be liable under the Deed of Indemnity for taxation to the extent that, among others:

- (a) provision has been made for such taxation in the audited accounts of our Company and our subsidiaries for each of FY2020, FY2021, FY2022 and 9M2023;
- (b) where any provisions made for taxation in the audited accounts of our Company and our subsidiaries for each of FY2020, FY2021, FY2022 and 9M2023 which is finally established to be an over-provision, then our Controlling Shareholders' liability (if any) in respect of such taxation, taxation claim or liability shall be reduced by an amount not exceeding such over-provision;
- (c) the taxation falling on our Company and our subsidiaries on or after 1 October 2023 unless liability for such taxation would not have arisen but for any act or omission of our Company or any member of our Group (whether alone or in conjunction with some other act or omission) otherwise than in the ordinary course of business of our Group on or before the [REDACTED]; or
- (d) the taxation arises or is incurred as a consequence of any retrospective change in law or the interpretation thereof or practice by the relevant tax authority having retrospective effect coming into force after the date on which the [REDACTED] becomes unconditional or any retrospective increase in tax rates coming into force after the date on which the [REDACTED] becomes unconditional.

### **3. Litigation**

Save as disclosed in the paragraph headed "Business — Legal proceedings" in this document, as at the Latest Practicable Date, no member of our Group is engaged in any litigation or arbitration of material importance and no litigation or claim of material importance is known to our Directors to be pending or threatened against any member of our Group that would have a material adverse effect on our business, results of operations or financial condition.



**4. Sponsor**

The Sole Sponsor has made an application on behalf of our Company to the Stock Exchange for [REDACTED] of, and permission to deal in, our Shares in issue and our Shares to be issued as described in this document and any Shares which may be issued upon the exercise of the [REDACTED] and any options and/or awards which may be granted under the Share Scheme on the Stock Exchange.

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

The Sole Sponsor's fee in relation to the [REDACTED] is approximately RMB7.8 million (equivalent to approximately HK\$8.6 million), which relates solely to services provided by the Sole Sponsor in the capacity of a sponsor.

**5. Promoter**

Our Company has no promoter for the purposes of the Listing Rules.

**6. Preliminary expenses**

The preliminary expenses in relation to incorporation of our Company payable by our Company are approximately USD2,975.

**7. Compliance adviser**

Our Company has appointed Grande Capital Limited as the compliance adviser upon [REDACTED] in compliance with Rule 3A.19 of the Listing Rules.

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**8. Taxation of holders of Shares**

*(a) Hong Kong*

Dealings in Shares registered on our Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty. The sale, purchase and transfer of Shares are subject to Hong Kong stamp duty, the current rate of which is 0.13% of the consideration or, if higher, the value of our Shares being sold or transferred. Dividends paid on Shares will not be subject to tax in Hong Kong and no tax is imposed in Hong Kong in respect of capital gains.

Profits from dealings in our Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax.

*(b) The Cayman Islands*

There is no stamp duty payable in the Cayman Islands on transfers of shares of Cayman Islands companies save for those which hold interests in land in the Cayman Islands.

*(c) Consultation with professional advisers*

Intending holders of Shares are recommended to consult their professional advisers if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in Shares or exercising any rights attaching to them. It is emphasised that none of our Company, our Directors or the other parties involved in the [REDACTED] can accept responsibility for any tax effect on, or liabilities of, holders of Shares resulting from their subscription for, purchase, holding or disposal of or dealing in Shares or exercising any rights attaching to them.

**9. Qualifications of experts**

The following are the respective qualifications of the experts who have given opinion or advice which are included in this document:

<b>Name</b>	<b>Qualification</b>
Grande Capital Limited	A licensed corporation to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO
Conyers Dill & Pearman	Cayman Islands legal advisers
Crowe (HK) CPA Limited	Certified Public Accountants
McMillan Woods (Hong Kong) CPA Limited	Certified Public Accountants

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Hylands Law Firm (Jinan)	Legal advisers to our Company as to the laws of the PRC
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Industry consultant
BMI Appraisals Limited	Property valuer
Savills Valuation and Professional Services (China) Limited	Biological assets valuer
Professor Cui Dejie (崔德杰)	Agricultural adviser

**10. Consents of experts**

Each of the experts named in the paragraph headed “E. Other information — 9. Qualifications of experts” in this Appendix to this document has given and has not withdrawn its written consent to the issue of this document with the inclusion of its reports, letters, certificates, opinions and/or references to its name (as the case may be) included in the form and context in which they respectively appear in this document.

**11. Binding effect**

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

**12. Bilingual document**

The English language and Chinese language versions of this document are being published separately in reliance upon the exemption provided in section 4 of the Companies (Exemption of Companies and Documentes from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong). In case of any discrepancies between the English language version and the Chinese language version, the English language version shall prevail.

**13. No material adverse change**

Our Directors confirm that, up to the date of this document, there has been no material adverse change in our financial and trading position since 30 September 2023 and there is no event since 30 September 2023 which would materially affect the information shown in the Accountants’ Report as set out in Appendix I to this document.

**14. 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 of our Company or any of its subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash;
  - (ii) 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 capital of our Company or any of our subsidiaries; and
  - (iii) no commission has been paid or is payable (except commissions to **[REDACTED]**) for subscribing or agreeing to subscribe, or procuring or agreeing to procure the subscriptions, for any Shares or debentures in our Company or any of the subsidiaries.
- (b) No founders, management or deferred shares of our Company or any of its subsidiaries have been issued or agreed to be issued.
- (c) No share or loan capital of our Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option.
- (d) There has been no interruptions in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this document.
- (e) None of the persons whose names are listed in the paragraph headed "E. Other information — 9. Qualifications of experts" in this Appendix to this document:
  - (i) is interested beneficially or non-beneficially in any shares in any member of our Group; or
  - (ii) has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for any securities in any member of our Group.
- (f) No company within our Group is presently listed on any stock exchange or traded on any trading system.
- (g) There are no arrangements in existence under which future dividends are to be or agreed to be waived.
- (h) All necessary arrangements have been made to enable our Shares to be admitted into **[REDACTED]** for clearing and settlement.

*THIS DOCUMENT IS IN DRAFT FORM, INCOMPLETE AND SUBJECT TO CHANGE AND THAT THE INFORMATION MUST BE READ IN CONJUNCTION WITH THE SECTION HEADED "WARNING" ON THE COVER OF THIS DOCUMENT.*

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- (i) Our Group had not issued any debentures nor did it have any outstanding debentures or any convertible debt securities as at the Latest Practicable Date.