

## APPENDIX IV

## STATUTORY AND GENERAL INFORMATION

### A. FURTHER INFORMATION ABOUT OUR GROUP

#### 1. Incorporation of our Company

Our Company was incorporated in the Cayman Islands under the Cayman Companies Act as an exempted company with limited liability on February 23, 2021. Our registered office address is at the office of Osiris International Cayman Limited, Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman KY1-1209, Cayman Islands. As our Company was incorporated in the Cayman Islands, our Company's corporate structure and Memorandum and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of the relevant aspects of the Cayman Islands Company law and our Memorandum and Articles of Association is set out in Appendix IV of this document.

Our Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on November 30, 2022, and our Company's principal place of business in Hong Kong is at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon Hong Kong. Mr. LI Kin Wai has been appointed as the authorized representative of our Company for the acceptance of service of process and notices in Hong Kong. The address for service of process is 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong.

As at the date of this document, our Company's head office was located at Trueland Centre, Building 8, No. 1 Lane 1401, Jiangchang Road, Jing'an District, Shanghai, China.

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

On February 23, 2021, our Company was incorporated with an authorized share capital of US\$50,000.00 divided into 500,000,000 Shares of a par value of US\$0.0001 each.

The following changes in the share capital of our Company took place during the two years immediately preceding the date of this document:

- (a) On August 8, 2022, each issued and unissued shares of a par value of US\$0.0001 each in the capital of our Company was sub-divided into 20 Shares of a par value of US\$0.000005 each, such that following the subdivision, the authorized share capital of our Company was US\$50,000 divided into 10,000,000,000 Shares of a par value of US\$0.000005 each.

We expect to conduct the Share Subdivision immediately before the [REDACTED], pursuant to which each share (including Ordinary Shares and Preferred Shares) with par value US\$0.000005 in our issued and unissued share capital will be subdivided into [ten] shares with par value US\$0.0000005 each, such that immediately following such Share Subdivision, our Company's authorized share capital was US\$50,000 divided into 100,000,000,000 Shares, with a par value of US\$0.0000005 each.

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

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

A summary of the corporate information and the particulars of our subsidiaries are set out in note 1 to the Accountants' Report as set out in Appendix I.

There has been no alteration in the share capital of any subsidiary or Consolidated Affiliated Entity of our Company within the two years immediately preceding the date of this document.

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

### 4. Written resolutions of the shareholders of our Company passed on [●]

Pursuant to the written resolutions of the shareholders of our Company entitled to vote at general meetings of our Company, which were passed on [●]:

- (a) conditional upon (1) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal, our Shares in issue and to be issued as mentioned in this document and such listing and permission not subsequently having been revoked prior to the commencement of dealing in the Shares on the Main Board of the Stock Exchange; and (2) the [REDACTED] having been determined; (3) the obligations of the [REDACTED] under the [REDACTED] Agreements becoming unconditional (including, if relevant, as a result of the waiver of any condition(s)) by the [REDACTED] (on behalf of the [REDACTED]) and not being terminated in accordance with the terms of the [REDACTED] Agreements or otherwise, in each case on or before such dates as may be specified in the [REDACTED] Agreements; and (4) the [REDACTED] Agreements having been duly executed by the [REDACTED] and the Company:
  - (i) the [REDACTED] (including the [REDACTED]) was approved, and the proposed allotment and issue of the [REDACTED] under the [REDACTED] were approved, and the Directors were authorised to determine the [REDACTED] for, and to allot and issue the [REDACTED];
  - (ii) conditional on the [REDACTED] becoming unconditional, a general mandate was given to our Directors to exercise all powers of our Company to allot, issue and deal with Shares or securities convertible into Shares and to make or grant offers, agreements or options (including any warrants, bonds, notes and debentures conferring any rights to subscribe for or otherwise receive Shares) which might require Shares to be allotted and issued or dealt with subject to the requirement that the total number of the Shares so allotted and issued or agreed conditionally or unconditionally to be allotted and issued, otherwise than by way of the [REDACTED], rights issue or pursuant to the exercise of any

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subscription rights attaching to any warrants which may be allotted and issued by the Company from time to time or allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles of Association on a specific authority granted by our Shareholders in a general meeting, shall not exceed the sum of (i) 20% of the total number of the Shares in issue immediately following the completion of the Share Subdivision and the [REDACTED] and taking no account of Shares to be issued pursuant to the exercise of the [REDACTED]; and (ii) the total number of Shares purchased by the Company pursuant to the authority granted to the Directors as referred to in (a)(iv) below;

- (iii) conditional on the [REDACTED] becoming unconditional, a general mandate (“**Buy-back Mandate**”) be and is hereby given to our Directors to exercise all powers of our Company to buy back on the Stock Exchange, or on any other stock exchange on which the securities of our Company may be listed and which is recognized 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 the Shares in issue immediately following the completion of the Share Subdivision and the [REDACTED] and taking no account of Shares to be issued pursuant to the exercise of the [REDACTED];
  - (iv) the general mandate as mentioned in paragraph (ii) above was extended by the addition to the aggregate nominal value of the Shares which may be allotted and issued or agreed to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the Shares purchased by our Company pursuant to the mandate to purchase Shares referred to in paragraph (iv) above (up to 10% of the aggregate nominal value of the Shares in issue immediately following the completion of the Share Subdivision and the [REDACTED], excluding any Shares which may fall to be issued pursuant to the exercise of the [REDACTED]); and
- (b) our Company approved and adopted the Memorandum and the Articles of Association with effect conditional and immediately upon the [REDACTED].

Each of the general mandates referred to in paragraphs (a)(ii), (a)(iii) and (a)(iv) above will remain in effect until whichever is the earliest of:

- the conclusion of our next annual general meeting, unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions;
- the expiration of the period within which our Company is required by any applicable laws or the Articles of Association to hold our next annual general meeting; or

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- the time when such mandate is varied or revoked by an ordinary resolution of our Shareholders in a general meeting.

### 5. Buy-back of our Shares

This section includes information relating to the buy-backs of securities, including information required by the Stock Exchange to be included in this document concerning such buy-back.

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

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

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

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

Pursuant to the written resolutions of the shareholders of our Company passed on [●], a general unconditional mandate (the "**Buy-back Mandate**") was given to our Directors to exercise all powers of our Company to buy back Shares on the Stock Exchange, or on any other stock exchange on which the securities of our Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, with a total nominal value up to 10% of the aggregate nominal value of our Shares in issue immediately following the completion of the [REDACTED] (excluding any Shares which may be issued under the [REDACTED]), with such mandate to expire at the earliest of (i) the conclusion of the next annual general meeting of our Company (unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions), (ii) the expiration of the period within which our Company's next annual general meeting is required by the Articles of Association or any other applicable laws to be held, and (iii) the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

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

Any buy-backs of Shares by us must be funded out of funds legally available for the purpose in accordance with our Memorandum and Articles of Association and the applicable laws and regulations of Hong Kong and the Cayman Islands. A listed company may not purchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time. As a matter of Cayman law,

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any purchases by the Company may be made out of profits or out of the proceeds of a new issue of shares made for the purpose of the purchase or from sums standing to the credit of our share premium account or out of capital, if so authorised by the Articles of Association and subject to the Cayman Companies Act. Any premium payable on the purchase over the par value of the shares to be purchased must have been provided for out of profits or from sums standing to the credit of our share premium account or out of capital, if so authorised by the Articles of Association and subject to the Cayman Companies Act.

### *(iii) Trading Restrictions*

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

### *(iv) Status of Bought back Shares*

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

### *(v) Suspension of Buy-back*

A listed company may not make any buy-back of securities after a price sensitive development has occurred or has been the subject of a decision until such time as the price sensitive information has been made publicly available. In particular, during the period of one month immediately preceding the earlier of (a)

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the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of a listed company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules) and (b) the deadline for publication of an announcement of a listed company's results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), the listed company may not buy back its shares on the Stock Exchange other than in exceptional circumstances. In addition, the Stock Exchange may prohibit a buy-back of securities on the Stock Exchange if a listed company has breached the Listing Rules.

### *(vi) Reporting Requirements*

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

### *(vii) Core Connected Persons*

The Listing Rules prohibit a company from knowingly purchasing securities on the Stock Exchange from a "core connected person," that is, a director, chief executive or substantial shareholder of the company or any of its subsidiaries or a close associate of any of them (as defined in the Listing Rules) and a core connected person shall not knowingly sell his securities to the company.

### ***(b) Reasons for buy-backs***

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

### ***(c) Funding of buy-backs***

Buy-back of the Shares must be funded out of funds legally available for such purpose in accordance with the Articles of Association and the applicable laws of the Cayman Islands. Our Directors may not buy back the Shares on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Subject to the foregoing, our Directors may make

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buy-backs with profits of the Company or out of a new issuance of shares made for the purpose of the buy-back or, if authorised by the Articles of Association and subject to the Cayman Companies Act, out of capital and, in the case of any premium payable on the buy-back, out of profits of the Company or from sums standing to the credit of the share premium account of the Company or, if authorised by the Articles of Association and subject to Cayman Companies Act, out of capital.

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

### *(d) General*

The exercise in full of the Buy-back Mandate, on the basis of [REDACTED] Shares in issue immediately following the completion of the Share Subdivision and the [REDACTED], but the [REDACTED] is not exercised, could accordingly result in up to approximately [REDACTED] Share being bought back by our Company during the period prior to the earliest of:

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

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

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

No core connected person (as defined in the Listing Rules) has notified us that he/she or it has a present intention to sell Shares to us, or has undertaken not to do so, if the Buy-back Mandate is exercised.

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If, as a result of any buy-back of Shares, a shareholder’s proportionate interest in the voting rights is increased, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a shareholder or a group of shareholders acting in concert could obtain or consolidate control of us and become obliged to make a mandatory offer in accordance with rule 26 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any buy-backs pursuant to the Buy-back Mandate.

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

### B. CORPORATE REORGANIZATION

In preparation of the [REDACTED] and in order to streamline our corporate structure, we underwent and conducted the Reorganization before the [REDACTED]. Please see the section headed “History, Reorganization and Corporate Development – Reorganization” in this document for details.

### C. FURTHER INFORMATION ABOUT OUR BUSINESS

#### 1. Summary of the material contracts

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

- (a) an amended and restated exclusive business cooperation agreement dated [●], entered into between the WFOE and Shanghai Trueland (the “**Exclusive Business Cooperation Agreement**”), pursuant to which Shanghai Trueland agreed to engage WFOE as its exclusive services provider, providing services which may include all services within the business scope of Shanghai Trueland in return for service fee;
- (b) an amended and restated exclusive option agreement dated [●], entered into among the WFOE, Shanghai Trueland and its Registered Shareholders, namely, Mr. ZHAO Xulong, Ms. ZHU Shuina, Shanghai Hongyu, Hangzhou Charm, Ms. ZHAO Fangqi, Shanghai Zhiyu, Mr. TAN Kaihua, Jiaxing Hengjie, Ms. XU Wenhua and Mr. GUO Peimin (the “**Exclusive Option Agreement**”), pursuant to which the Registered Shareholders, jointly and severally, irrevocably agreed to grant the WFOE an irrevocable and exclusive option, exercisable in one or more times, to purchase or cause any person(s) designated by the WFOE to purchase, to the extent permitted under any applicable PRC laws, a portion of or all of the respective Registered



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Shareholders’ equity interests in Shanghai Trueland, at any time and from time to time, for a consideration equals to, as applicable, the minimum amount of consideration permitted by applicable PRC laws;

- (c) amended and restated share pledge agreements dated [●], entered into among the WFOE, Shanghai Trueland and each of the Registered Shareholders, pursuant to which each of the Registered Shareholders respectively agreed to unconditionally and irrevocably pledge all of their respective equity interests in Shanghai Trueland that they legally own to the WFOE as a first security interest to guarantee the timely and complete payment and performance of contractual obligations under the relevant Contractual Arrangements;
- (d) amended and restated loan agreements dated [●] entered into among the WFOE and the Registered Shareholders, pursuant to which the WFOE agreed to provide loans to the Registered Shareholders, to be used exclusively as investment in Shanghai Trueland. The loans must not be used for any other purposes without the WFOE’s prior written consent; and
- (e) the [REDACTED].

### 2. Intellectual property rights

#### (a) Trademarks

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

No.	Trademark	Place of registration	Registered Owner	Registration No.	Class	Expiry Date
1.		PRC	Shanghai Trueland	17401319	38	May 6, 2027
2.		PRC	Shanghai Trueland	17401318	42	May 6, 2027
3.		PRC	Shanghai Trueland	33343971	42	May 13, 2029
4.		PRC	Shanghai Trueland	17401320	35	May 6, 2027
5.		PRC	Shanghai Trueland	17401321	9	May 6, 2027
6.		PRC	Shanghai Trueland	33343943	9	July 13, 2029
7.		PRC	Shanghai Trueland	60265001	9	April 20, 2032

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No.	Trademark	Place of registration	Registered Owner	Registration No.	Class	Expiry Date
8.		PRC	Shanghai Trueland	60261955	42	April 27, 2032
9.		PRC	Shanghai Trueland	60248950	38	April 27, 2032
10.		PRC	Shanghai Trueland	60248926	35	April 20, 2032
11.		Hong Kong	Shanghai Trueland	305639743	9, 35, 36, 42	May 27, 2031
12.		Hong Kong	Shanghai Trueland	305638834	9, 35, 36, 42	May 26, 2031
13.		Hong Kong	Shanghai Trueland	305639752	9, 35, 36, 42	May 27, 2031

**(b) Patents**

As of the Latest Practicable Date, we had owned the following patents which we consider to be or may be material in relation to our Group's business:

No.	Patent	Patent Owner	Patent number/ application number	Type of application	Grant Date
1.	A Character and Image Verification Code Recognition Method Based on Recognition Feedback (一種基於識別反饋的字符圖像驗證碼識別方法)	Shanghai Trueland	ZL201210349375.X	Invention	April 27, 2016
2.	A Cloud-based Information Storage System Based on Data Encryption (一種基於數據加密的雲端信息存儲系統)	Shanghai Trueland	ZL201910725908.1	Invention	March 30, 2021

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No.	Patent	Patent Owner	Patent number/ application number	Type of application	Grant Date
3.	An Image Data Processing Method and System (一種圖像數據處理方法及系統)	Shanghai Trueland	ZL202111108097.4	Invention	July 12, 2022
4.	An Enterprise Information Management Cloud Platform Based on Marketing Big Data (一種基於營銷大數據的企業信息化管理雲平台)	Shanghai Trueland	ZL202010108224.X	Invention	May 27, 2022
5.	A New Retail Marketing Service System Based on Marketing Cloud Data (一種基於營銷雲數據的新零售營銷服務系統)	Shanghai Trueland	ZL201911202600.5	Invention	April 15, 2022
6.	An Intelligent Marketing Training System for Colleges and Universities Based on Cloud Computing (一種基於雲計算的院校用智能營銷實訓系統)	Shanghai Trueland	ZL201911076846.2	Invention	May 27, 2022

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No.	Patent	Patent Owner	Patent number/ application number	Type of application	Grant Date
7.	An Intelligent Educational Administration Analysis and Management System Based on Big Data (一種基於大數據的智能化教務分析管理系統)	Shanghai Trueland	ZL201911018151.9	Invention	April 19, 2022
8.	An Intelligent Marketing Cloud Service Platform Based on AI and Big Data (一種基於AI和大數據的智能營銷雲服務平台)	Shanghai Trueland	ZL201910849102.3	Invention	March 29, 2022
9.	A Multi-cloud Information Processing System and Its Resource Sharing Method (一種多雲端信息處理系統及其資源共享方法)	Shanghai Trueland	ZL201910344678.4	Invention	July 16, 2021
10.	A Method and System for Intelligently Optimizing Cloud Information Management (一種智能優化管理雲端信息的方法及系統)	Shanghai Trueland	ZL201910240254.3	Invention	November 12, 2021

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No.	Patent	Patent Owner	Patent number/ application number	Type of application	Grant Date
11.	An Advertisement Flow Prediction Method and Device (一種廣告流量預測方法及裝置)	Shanghai Trueland	ZL201511024079.2	Invention	July 28, 2020
12.	A Network Data Intelligent Distribution Service System (一種網絡數據智能分發服務系統)	Shanghai Trueland	ZL202011509846.X	Invention	September 20, 2022
13.	A Method and System for Safely Obtaining Position of Mobile Terminal (一種安全獲取移動終端位置的方法及系統)	Shanghai Trueland	ZL201910238154.7	Invention	September 27, 2022

**(c) Copyrights**

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

No.	Copyright	Registration number	Date of initial publication/ registration
1.	Big data precision marketing training system V1.0 (大數據精準營銷實訓系統V1.0)	2022SR0267087	April 14, 2021
2.	Big data-based SCRM social customer service management platform V1.0 (基於大數據的SCRM社會化客戶服務管理平台V1.0)	2022SR0267100	December 16, 2021

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<b>No.</b>	<b>Copyright</b>	<b>Registration number</b>	<b>Date of initial publication/ registration</b>
3.	Internet-based SCRM social customer relationship maintenance and management system V2.2.1 (基於互聯網的SCRM社會化客戶關係維護管理系統V2.2.1)	2021SR1696552	April 9, 2021
4.	Internet-based intelligent writing service platform V1.0 (基於互聯網的智能寫作服務平台V1.0)	2021SR1034641	January 8, 2021
5.	Video automatic generation and play software V1.0 (視頻自動生成播放軟件V1.0)	2021SR1028605	May 6, 2021
6.	Internet-based video rendering management system V1.0 (基於互聯網的視頻渲染管理系統V1.0)	2021SR1026249	March 18, 2021
7.	Internet-based information distribution management system V1.0 (基於互聯網的信息分發管理系統V1.0)	2021SR1026250	March 29, 2021
8.	Video clip production visualization management system V1.0 (視頻剪輯生產可視化管理系統V1.0)	2021SR0548998	August 20, 2020
9.	Internet-based intelligent writing assistant software V1.0 (基於互聯網的智能寫作助手軟件V1.0)	2021SR0541853	February 5, 2020
10.	Big data-based writing data processing system V1.0 (基於大數據的寫作數據處理系統V1.0)	2021SR0542531	October 7, 2020

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<b>No.</b>	<b>Copyright</b>	<b>Registration number</b>	<b>Date of initial publication/ registration</b>
11.	Big data-based image generation service management platform V1.0 (基於大數據的圖像生成服務管理平台V1.0)	2021SR0539319	May 10, 2020
12.	Video intelligent clipping cover system V1.0 (視頻智能截選封面系統V1.0)	2019SR0777212	May 16, 2019
13.	Internet-based data processing system V1.0 (基於互聯網的數據處理系統V1.0)	2021SR1483687	March 26, 2021
14.	Advertising content distribution network promotion platform V1.0 (廣告內容分發網絡推廣平台V1.0)	2021SR0062802	January 13, 2021
15.	Distribution mall management system V1.0 (分銷商城管理系統V1.0)	2021SR0056323	January 12, 2021
16.	Video image subtitles rapid generation software V1.0 (視頻圖像字幕快速生成軟件V1.0)	2021SR0056544	January 12, 2021
17.	Cloud computing-based intelligent mall service software V1.0 (基於雲計算的智能化商城服務軟件V1.0)	2020SR1270130	September 18, 2020
18.	Cross-platform visualization analysis platform V1.0 (跨平台可視化分析平台V1.0)	2019SR0246503	October 11, 2018
19.	Big data visualization platform V1.0 (大數據可視化平台V1.0)	2019SR0210905	November 3, 2018
20.	Cloud computing-based data storage system V1.0 (基於雲計算的數據存儲系統V1.0)	2021SR1483681	July 22, 2021

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21.	Short video content automatic generation system V1.0 (短視頻內容自動生成系統V1.0)	2021SR0128161	January 22, 2021
22.	Internet-based social media integrated marketing system V1.0 (基於互聯網的社交媒體整合營銷系統V1.0)	2021SR0124001	January 22, 2021
23.	Deep learning-based data intelligent distribution computing software V1.0 (基於深度學習的數據智能分發計算軟件V1.0)	2021SR0929769	May 5, 2021
24.	Intelligent picture design effect preview and display software V1.0 (圖片設計效果智能預覽展示軟件V1.0)	2021SR0909781	February 25, 2021
25.	Cloud computing technology-based data distribution processing software V1.0 (基於雲計算技術的數據分發處理軟件V1.0)	2021SR0909779	April 12, 2021
26.	Short video operation and promotion training system V1.0 (短視頻運營與推廣實訓系統V1.0)	2022SR0263574	June 11, 2021
27.	Hubei Trueland True Client SCRM Platform V1.0 (湖北珍島珍客SCRM平台V1.0)	2022SR0941712	June 2, 2022
28.	Hubei Trueland CDP-intelligent vehicle customer data platform software V1.0 (湖北珍島CDP-智能汽車客戶數據平台軟件V1.0)	2022SR0941773	April 15, 2022



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<b>No.</b>	<b>Copyright</b>	<b>Registration number</b>	<b>Date of initial publication/ registration</b>
29.	Hubei Trueland CDP- intelligent retail management system software V1.0 (湖北珍島 CDP-智慧零售管理系統軟件V1.0)	2022SR0997861	March 25, 2022
30.	Hubei Trueland CDP- intelligent vehicle distributor management system software V1.0 (湖北珍島CDP-智能汽車經銷商管理系統軟件V1.0)	2022SR0997254	March 20, 2022

**(d) Domain Names**

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

<b>No.</b>	<b>Domain Names</b>	<b>Registered Owner</b>	<b>Registration Date</b>
1.	kaililong.com	Shanghai Kaililong	May 19, 2023
2.	71360.com	Shanghai Trueland	November 24, 2022
3.	marketingforce.com	Shanghai Trueland	December 16, 2022
4.	dongchali.cn	Dongchali	August 9, 2023
5.	dongchali.com	Dongchali	August 1, 2023
6.	021team.com	Dongchali	August 1, 2023
7.	dianshanghui.com	Wuxi Trueland	April 28, 2020
8.	yihuozhijia.cn	Wuxi Trueland Intelligence	February 25, 2020
9.	yihuozhijia.com	Wuxi Trueland Intelligence	February 25, 2020

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

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### D. FURTHER INFORMATION ABOUT OUR DIRECTORS

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

Each of our Director has entered into a service contract with our Company on [●]. The principal particulars of these service contracts are (a) for a term of three years commencing from their respective effective date of appointment until the day on which the next general meeting of the shareholders for re-election of Directors is held, and (b) are subject to termination in accordance with their respective terms. The service contracts may be renewed in accordance with our Articles of Association and the applicable Listing Rules.

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

#### 2. Remuneration of Directors

Remuneration and benefits in kind of approximately RMB2.3 million, RMB1.8 million and RMB7.1 million in aggregate were paid and granted by our Group to our Directors in respect of the years ended December 31, 2021, 2022 and 2023.

Under the arrangements currently in force, we estimate the total remuneration (before tax) payable to Directors for the year ending December 31, 2024 will be approximately RMB7.2 million.

No remuneration was paid to our Directors or the five highest paid individuals as an inducement to join, or upon joining, our Group. During the Track Record Period, no compensation was paid to, or has been received by, our Directors, former Directors or the five highest paid individuals for the loss of office as director of any member of our Group or of any other office in connection with the management of the affairs of any member of our Group. None of our Directors waived any emoluments during the Track Record Period.

Save as disclosed above, during the Track Record Period, no other payments have been made or are payable by our Group to any of the Directors.

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**E. DISCLOSURE OF INTERESTS**

**1. Disclosure of interests**

(a) *Interests and short positions of our Directors or chief executive in our share capital and our associated corporations as of the Latest Practicable Date and following the Share Subdivision and the [REDACTED]*

Immediately following completion of the Share Subdivision and the [REDACTED] (assuming the [REDACTED] is not exercised, and without taking into account the RSU Scheme), the interests or short positions of our Directors and the chief executive of our Company in our Shares, underlying Shares and debentures of our Company and its associated corporations, within the meaning of Part XV of the SFO which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he or she is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be recorded in the register referred to therein or which will be required to be notified to us and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies contained in the Listing Rules, will be as follows:

(i) *Interest in Shares*

Name of Directors or chief executive	Capacity/Nature of interest	Number of shares (as adjusted after the Share Subdivision)	Approximate percentage of shareholding immediately before the Share Subdivision and the [REDACTED]	Approximate percentage of shareholding immediately after the Share Subdivision and the [REDACTED] <sup>(1)</sup>
Mr. Zhao <sup>(2)</sup>	Interest in controlled corporations, interest of spouse	[116,925,000]	51.01%	[REDACTED]%
XU Jiankang <sup>(3)</sup>	Interest in controlled corporation	[19,251,800]	8.40%	[REDACTED]%
ZHAO Fangqi <sup>(4)</sup>	Interest in controlled corporation	[15,401,000]	6.72%	[REDACTED]%

Notes:

- (1) The table above is calculated on the basis that the total of [REDACTED] Shares will be in issue immediately after completion of the Share Subdivision and the [REDACTED] (assuming the [REDACTED] is not exercised).
- (2) As of the Latest Practicable Date, Mr. Zhao is deemed to be interested in a total of 11,692,500 Shares comprising (i) 5,440,760 Shares through Willam Zhao Limited, a company wholly owned by Mr. Zhao; (ii) 283,700 Shares through Willian Zhao I Limited, a company wholly owned by Mr. Zhao; and (iii) 5,968,040 Shares through Shuina Zhu Limited, a company wholly owned by Ms. Zhu, the spouse of Mr. Zhao.

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- (3) As of the Latest Practicable Date, Mr. XU Jiankang is deemed to be interested in a total of 1,925,180 Shares indirectly through Shanghai Hongyu Limited. Shanghai Hongyu Limited is incorporated as our offshore employee stock ownership platform and owned by Mr. XU Jiankang, our executive Director and senior vice president, and other 15 staff of our Group as to 39.41% and 60.59%, respectively. As such, Mr. XU Jiankang is deemed to be interested in the Shares held by Shanghai Hongyu Limited.
- (4) As of the Latest Practicable Date, Ms. ZHAO Fangqi is deemed to be interested in a total of 1,540,100 Shares indirectly through Fangqi Zhao Limited, which is wholly owned by Ms. ZHAO Fangqi. Under the SFO, Ms. ZHAO Fangqi is deemed to be interested in the Shares held by Fangqi Zhao Limited.

(ii) *Interest in associated corporations*

Name	Position in our Group	Name of associated corporations	Percentage Shareholding in our associated corporations
Mr. Zhao <sup>(1)</sup>	Chairman of the Board, executive Director and chief executive officer	Shanghai Trueland	39.85% (Beneficial owner) 33.70% (Interest of spouse)
XU Jiankang <sup>(2)</sup>	Executive Director and senior vice president	Shanghai Trueland	10.87% (Interest in controlled corporation)
ZHAO Fangqi <sup>(3)</sup>	Non-executive Director	Shanghai Trueland	8.70% (Beneficial owner)

*Notes:*

- (1) As of the Latest Practicable Date, Mr. Zhao controls 73.55% of the equity interest in Shanghai Trueland, including (i) directly holds 39.85% of the equity interest, (ii) deemed to have 33.70% of the equity interest held by Ms. Zhu, the spouse of Mr. Zhao.
- (2) As of the Latest Practicable Date, Mr. XU Jiankang is deemed to control 10.87% of the equity interest in Shanghai Trueland indirectly through Shanghai Hongyu, which is owned as to 39.41% by Mr. XU Jiankang, the general partner of Shanghai Hongyu.
- (3) As of the Latest Practicable Date, Ms. ZHAO Fangqi directly controls 8.70% of the equity interest in Shanghai Trueland.

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

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

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

### 2. Disclaimers

Save as disclosed in this section, "Directors and Senior Management" and "[REDACTED]":

- (a) none of the Directors or any experts named in the paragraph headed "G. Other Information – 4. Consents of Experts" below has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;
- (b) none of the Directors or any experts named in the paragraph headed "G. Other Information – 4. Consents of Experts" below is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group taken as a whole;
- (c) none of our Directors or any of experts named in the paragraph headed "G. Other Information – 4. Consents of Experts" below has any existing or proposed service contracts with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation));
- (d) taking no account of any Shares which may be taken up under the [REDACTED] and allotted and issued to pursuant to the RSU Scheme, so far as is known to any Director or chief executive of the Company, no other person will, immediately following completion of the [REDACTED], have interests or short positions in our Shares and underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or (not being a member of the Group), be interested, directly or indirectly, in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of the Group;
- (e) none of the Directors or chief executive of the Company has any interests or short positions in our Shares, underlying shares or debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered into the register referred to therein,

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or will be required, pursuant to the Model Code for Securities Transaction by Directors of Listed Issuers, to be notified to the Company and the Stock Exchange once our Shares are listed thereon; and

- (f) as far as is known to our Directors, none of our Directors or their close associates (as defined in the Listing Rules) or the existing Shareholders (who, to the knowledge of our Directors, owns more than 5% of our issued share capital) has any interest in any of the five largest customers or the five largest suppliers of our Group.

### F. RSU SCHEME

#### 1. Summary of Terms

The following is a summary of the principal terms of the RSU Scheme of the Company as approved and adopted by the Board on November 10, 2021 (the “**Adoption Date**”) and amended from time to time. The RSU Scheme is funded solely by the existing Shares of the Company held by Isle Wealth. Therefore, the RSU Scheme constitutes a share scheme under Chapter 17 of the Listing Rules and shall be subject to the applicable disclosure requirements under Rule 17.12 of the Listing Rules after the [REDACTED].

##### (a) Purpose

The purpose of the RSU Scheme is to recognize and reward part of the employees (including directors, officers and members of senior management) of the Group for their contribution to the Group, to attract the best available personnel to provide service to the Group, and to provide additional incentives to them to remain with and further promote the success of the Group’s business.

##### (b) Who may join

Those who may be eligible to participate in the RSU Scheme (the “**RSU Participants**”) include any employee of the Group, including employees (including directors, officers and members of senior management) of the Group. Subject to the terms of the RSU Scheme, the administrator designated by the Board from time to time (the “**Administrator**”, and being Mr. Zhao as of the Latest Practicable Date) may, from time to time, select from among all eligible RSU Participants to whom awards of RSUs (“**Awards**”) shall be granted, and determine, among other things, the amount of Awards.

##### (c) RSU Limit

The total number of shares underlying the RSU Scheme shall not exceed 1,052,640 (being the initial 52,632 shares of the Company with par value of US\$0.0001 as adjusted by the 2022 Share Subdivision and subject to further adjustment by the Share Subdivision), provided that the Board may, at its discretion, increase such total number. Shares as of the Adoption Date of the RSU Scheme were initially held by Isle Wealth,

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representing approximately [REDACTED]% of the issued Shares upon completion of the Share Subdivision and the [REDACTED] (assuming the [REDACTED] is not exercised). Isle Wealth Limited, holding the unvested Shares in accordance with this Scheme, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Listing Rules and the provisions of the memorandum and articles of association of the Company, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.

The Company will ensure that subject to any applicable laws, regulations and rules: (a) upon the completion of the [REDACTED], the maximum limit of the total number of the shares to be issued by the Company under the RSU Scheme in any financial year will not exceed 3% of the total Shares in issue as at the beginning of that financial year; (b) the total number of shares issued and to be issued to a grantee in any 12-month period will not exceed 1% of the total number of shares in issue at any time during this 12-month period; and (c) to the extent that any Award under the RSU Scheme is canceled, expired, forfeited, surrendered, or otherwise terminated without delivery of shares to the RSU Participants, in whole or in part, or any RSU lapses, the shares underlying the RSUs shall not be deemed to have been delivered under the RSU Scheme and will be available for future Awards under the RSU Scheme.

### *(d) Administration*

The RSU Scheme shall be subject to the administration of the Administrator in accordance with the terms and conditions of the RSU Scheme. The Administrator shall have the sole and absolute right to:

- (i) to interpret and construe the provisions of the RSU Scheme;
- (ii) to determine the persons who will be granted Awards under the RSU Scheme, the terms and conditions on which Awards are granted, and when the RSUs granted pursuant to RSU Scheme may vest;
- (iii) to make such appropriate and equitable adjustments to the terms of the Awards granted under this Scheme as it deems necessary;
- (iv) to make such other decisions or determinations as it shall deem appropriate or desirable in respect of the foregoing (i) and (ii); and
- (v) All the decisions, determinations and interpretations made by the Administrator in accordance with the RSU Scheme shall be final, conclusive and binding on all parties.

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### *(e) Grant of Awards*

The Administrator is authorized to, at any time during the term of the RSU Scheme to make a grant of Awards ("**Grant**") to any RSU Participant, as the Administrator may in its absolute discretion determine. The amount of an Award may be determined at the sole and absolute discretion of the Administrator and may differ among selected RSU Participants. The consideration payable by a RSU Participant to the trustee of the RSU Scheme ("**Trustee**") for acceptance of the Award under the RSU Scheme shall be determined at the sole and absolute discretion of the Administrator and any such consideration shall be held by the Trustee and be applied by the Trustee as it deems appropriate or desirable in accordance with the terms of the RSU Scheme.

Subject to limitations and conditions of the RSU Scheme, the Administrator may authorize the relevant Trustee by written notification to grant to each of the RSU Participants an offer of a grant of Award by way of a grant agreement, a letter or any such notice or document in such form as the Administrator may from time to time determine ("**Notice of Grant**") for acceptance by the selected RSU Participants who accepts a Grant in accordance with the terms of the RSU Scheme ("**Grantee**", including any person who is entitled to any Award in consequence of the death of the original Grantee), subject to additional terms and conditions that the Administrator thinks fit which shall be stated in the Notice of Grant.

### *(f) Restrictions on Grant*

No Grant shall be made to, nor shall any Grant be capable of acceptance by, any selected RSU Participant at a time when the selected RSU Participant would or might be prohibited from dealing in the Shares by the Listing Rules (where applicable) or by any other applicable rules, regulations or law. For as long as the Shares are listed on the Stock Exchange:

- (i) a Grant must not be made after inside information has come to the knowledge of the Administrator or the Company until such inside information has been announced in accordance with the requirements of the Listing Rules;
- (ii) a Grant shall not be made on any day on which the financial results of the Company are published and during the period of: (a) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and (b) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results; and



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- (iii) if required by the Stock Exchange or the Listing Rules, the grant of an Award shall be subject to compliance with the requisite requirements under the Listing Rules or otherwise required by the Stock Exchange.

Upon completion of the [REDACTED], any Grant to any director, chief executive, substantial shareholder of the Company, or any of their respective associates (as defined under the Listing Rules), shall be subject to the prior approval of the independent non-executive directors (excluding the independent non-executive director who is the proposed Grantee of the Awards in question) and shall otherwise be subject to compliance with the requirements of the Listing Rules. Notwithstanding the foregoing, any grant of an Award to a director pursuant to Rule 14A.95 of the Listing Rules will be exempted from reporting, announcement and independent Shareholders' approval requirements if the Award forms part of the relevant director's remuneration under his service contract.

The Administrator may not grant any Awards to any Participants in any of the following circumstances:

- (i) the requisite approvals for that Grant from any applicable regulatory authorities have not been obtained;
- (ii) the securities laws or regulations require that a document or other offering documents be issued in respect of the Grant or in respect of this Scheme;
- (iii) where the Grant would result in a breach of any applicable securities laws, rules or regulations by any member of the Group or any of its directors;
- (iv) the Grant would result in the breach of the RSU Limit stipulated in Clause 4 above or other rules of this Scheme.

### ***(g) Duration of the RSU Scheme***

The term of the RSU Scheme commenced on the Adoption Date and for a term of ten (10) years after Adoption Date unless sooner terminated at any time prior to the expiry of its term by the Board provided that such termination shall not affect any subsisting rights of any Grantee hereunder. No further Awards shall be granted after the RSU Scheme is terminated but, in all other respects, the provisions of the RSU Scheme shall remain in full force and effect. All RSUs granted prior to such termination and not vested on the date of termination shall remain valid. In such event, the Administrator shall notify the Trustee and all Grantees of such termination and how the Shares held by the Trustee on trust and other interests or benefits shall be dealt with, provided that Shares held by the Trustee shall not be transferred to the Company and the Company shall not otherwise hold any Shares or any interest in Shares whatsoever (other than any interest in the proceeds of the sale of such Shares).

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### *(h) Vesting of Awards*

Subject to the terms of the RSU Scheme and the specific terms and conditions applicable to each Award, the RSUs granted in an Award shall be subject to a vesting period, which shall be no less than 12 months, and to the satisfaction of performance milestones or targets and/or other conditions to be determined by the Administrator (if any) in its sole and absolute discretion. If such conditions are not satisfied, the RSU shall automatically lapse on the date on which any such condition is not satisfied, as determined by the Administrator in its sole and absolute discretion.

Subject to the to the terms of the RSU Scheme, the RSUs which have vested shall be satisfied at the Administrator's sole and absolute discretion within a reasonable period from the vesting date of such RSUs, either by:

- (i) directing and procuring the relevant Trustee to transfer the Shares underlying the RSUs (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares) to the Grantee or his wholly-owned entity (as represented by the Grantee); and/or
- (ii) directing and procuring the Trustee to pay to the Grantee in cash an amount which is equivalent to the market value of the Shares (and, if applicable, the cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions in respect of those Shares).

### *(i) Transferability*

Any RSU granted pursuant to the RSU Scheme shall be personal to the Grantee and shall not be assignable or transferable, except assignment or transfer from a Grantee to a company wholly owned by him or between two companies both of which are wholly owned by him. The terms of the RSU Scheme and the Notice of Grant shall be binding upon the assigns and transferees of the Grantee. Following an RSU Participant's death, Awards, to the RSUs are vested upon the Participant's death, they may be transferred by will or by the laws of descent and distribution.

No Grantee shall in any way sell, transfer, assign, charge, mortgage, encumber, hedge or create any interest in favour of any other person over or in relation to any RSU or any property held by the Trustee on trust for the Grantees, Awards, Shares underlying any Awards or RSUs or any interest or benefits therein.

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*(j) Lapse*

Subject to the terms of the RSU Scheme, the unvested RSUs shall automatically lapse upon the earliest of:

- (i) the date of the termination of Grantee's employment or service by any member of the Group;
- (ii) the date on which the offer (or, as the case may be, revised offer) closes;
- (iii) the record date for determining emolument under the scheme of arrangement;
- (iv) the date of the commencement of the winding-up of the Company;
- (v) the date on which the Grantee commits a breach of transferability;
- (vi) the date on which it is no longer possible to satisfy any outstanding conditions to vesting;
- (vii) the Administrator has decided that the unvested RSUs shall not be vested for the Grantee in accordance with the rules of this Scheme and the terms and conditions as set out in the Notice of Grant.

*(k) Alteration and termination of the RSU Scheme*

The Board may alter the RSU Scheme at any time in such respects as the Board may deem advisable, provided that the Company shall obtain necessary approval of any RSU Scheme amendment in such a manner and to such a degree as required.

Without altering the RSU Scheme, the Board may grant awards to RSU Participants on such terms and conditions different from those specified in the RSU Scheme as may in the judgment of the Board be necessary to foster and promote the achievement of the purposes of the RSU Scheme.

The RSU Scheme may be terminated at any time prior to the expiry of its term by the Board provided that such termination shall not affect any subsisting rights of any Grantee. No further Awards shall be granted after the RSU Scheme is terminated but, in all other respects, the provisions of the RSU Scheme shall remain in full force and effect. All RSUs granted prior to such termination and not vested on the date of termination shall remain valid. In such event, the Administrator shall notify the Trustee and all Grantees of such termination and how the Shares held by the Trustee on trust and other interests or benefits shall be dealt with, provided that Shares held by the Trustee shall not be transferred to the Company and the Company shall not otherwise hold any Shares or any interest in Shares whatsoever (other than any interest in the proceeds of the sale of such Shares).

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### 2. RSUs granted under the RSU Scheme

As of the Latest Practicable Date, our Company had granted Awards in the form of RSUs representing an aggregate of 1,052,640 Shares (being the initial 52,632 shares of the Company with par value of US\$0.0001 as adjusted by the 2022 Share Subdivision and subject to further adjustment by the Share Subdivision), representing [REDACTED]% of the issued Shares upon completion of the Share Subdivision and the [REDACTED] (assuming the [REDACTED] is not exercised), to 13 employees of our Group, who are all Independent Third Parties.

### G. OTHER INFORMATION

#### 1. Estate Duty

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

#### 2. Litigation

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

#### 3. Joint Sponsors

The Joint Sponsors have made an application on our behalf to the Listing Committee for the [REDACTED] of, and permission to deal in, the Shares in issue, the Shares to be issued pursuant to the [REDACTED] (including any Shares which may fall to be issued pursuant to the exercise of the [REDACTED]). All necessary arrangements have been made enabling the Shares to be admitted into CCASS.

Each of the Joint Sponsors confirms that it satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

Our Company has entered into an engagement agreement with each of the Joint Sponsors, pursuant to which our Company agreed to pay the Joint Sponsors a total fee of US\$1,000,000 to act as sponsors to our Company in connection with the [REDACTED].

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### 4. Consents of Experts

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

<b>Name</b>	<b>Qualification</b>
China International Capital Corporation Hong Kong Securities Limited	A licensed corporation to conduct type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 5 (advising on futures contracts) and type 6 (advising on corporate finance) regulated activities under the SFO
CCB International Capital Limited	A licensed corporation to conduct type 1 (dealing in securities), type 4 (advising on securities) and type 6 (advising on corporate finance) regulated activities under the SFO
JunHe LLP	Qualified PRC Lawyers
Maples and Calder (Hong Kong) LLP	Legal adviser as to Cayman Islands law
Ernst & Young	Certified Public Accountants
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Industry consultant

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

### 5. No material adverse change

Our Directors confirm that there has been no material adverse change in our Company's financial or trading position or prospects since December 31, 2022 (being the date to which our latest audited consolidated financial statements were made up).

### 6. Binding effect

This document shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all the provisions (other than the penal provisions) of sections 44A and 44B of the Companies (WUMP) Ordinance (Chapter 32 of the Laws of Hong Kong) so far as applicable.

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### 7. Bilingual document

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

### 8. Compliance Adviser

Our Company have appointed Alliance Capital Partners Limited as its compliance adviser in compliance with Rule 3A.19 of the Listing Rules.

### 9. Preliminary expenses

As of Latest Practicable Date, our Company did not incur any material preliminary [REDACTED] expense of the [REDACTED].

### 10. Miscellaneous

- (1) Save as disclosed in “Financial Information” and “[REDACTED]”, within the two years immediately preceding the date of this document:
  - (a) no share or loan capital of any member of our Group has been issued or agreed to be issued or is proposed to be issued for cash or as fully or partly paid other than in cash or otherwise;
  - (b) no share or loan capital of any member of our Group is under option or is agreed conditionally or unconditionally to be put under option; and
  - (c) no commissions, discounts, brokerage or other special terms have been granted in connection with the issue or sale of any shares or loan capital of any member of our Group.
- (2) Save as disclosed in this section and “Financial Information”:
  - (a) no founder, management or deferred shares nor any debentures in any member of our Group;
  - (b) no share or loan capital or debenture of any member of our Group is under option or is agreed conditionally or unconditionally to be put under option; and
- (3) We do not have any promoter. No cash, securities or other benefit has been paid, allotted or given nor are any proposed to be paid, allotted or given to any promoters in connection with the [REDACTED] and the related transactions described in this document within the two years immediately preceding the date of this document.

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**APPENDIX IV****STATUTORY AND GENERAL INFORMATION**

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- (4) No equity or debt securities of any company within our Group is presently listed on any stock exchange or traded on any trading system nor is any listing or permission to deal being or proposed to be sought.
- (5) Our Company has no outstanding convertible debt securities or debentures.
- (6) There is no arrangement under which future dividends are waived or agreed to be waived.
- (7) There has not been any interruption in the business of our Group which may have or have had a significant effect on the financial position of our Group in the twelve (12) months immediately preceding the date of this document.