

A. FURTHER INFORMATION ABOUT OUR GROUP**1. Incorporation**

Our Company was incorporated in the Cayman Islands under the Cayman Companies Law as an exempted company with limited liability on 27 December 2007, under the name “BLUE MOON INTERNATIONAL HOLDINGS LIMITED 藍月亮國際控股有限公司”. Our name was changed to “Blue Moon Group Holdings Limited 藍月亮集團控股有限公司” on 21 May 2008. Our registered office address is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands.

Our Company has established a place of business in Hong Kong at Unit 4606, 46th Floor, COSCO Tower, Grand Millennium Plaza, No. 183 Queen’s Road Central, Hong Kong. Our Company was registered as an overseas company in Hong Kong, under Part XI of the former Companies Ordinance (Chapter 32 of the Laws of Hong Kong) (now known as non-Hong Kong company under Part 16 of the Companies Ordinance) on 2 June 2008, with Ms. Pan of Flat A, 49/F, Tower 8A, Bel-Air No. 8, 8 Bel-Air Peak Avenue, Hong Kong, appointed as the Hong Kong authorised representative of our Company on 21 April 2008, for acceptance of the service of process and any notices required to be served on our Company in Hong Kong. Our Company’s principal place of business in Hong Kong is at Unit 4606, 46th Floor, COSCO Tower, Grand Millennium Plaza, No. 183 Queen’s Road Central, Hong Kong.

As at the Latest Practicable Date, our Company’s head office in the PRC was located at No. 36, Pu Nan Road, Yun Pu Industrial Zone, Huangpu District, Guangzhou, PRC.

As our Company was incorporated in the Cayman Islands, our operations are subject to Cayman Islands law and to the Memorandum and the Articles of Association. A summary of the relevant sections of the Memorandum and the Articles of Association of our Company and the relevant aspects of the Cayman company law is set out in the section headed “Appendix IV – Summary of the Memorandum and the Articles of Association of our Company and Cayman Company Law”.

2. Changes in the Share Capital of our Company

As at the date of incorporation of our Company, the authorised share capital of our Company was HK\$380,000 divided into 38,000,000 shares of HK\$0.01 each.

The following alterations in the issued and paid up share capital of our Company have taken place since its date of incorporation up to the date of this prospectus:

- On 27 December 2007, one share of our Company with par value of HK\$0.01 was allotted and issued, credited as fully paid, to the initial subscriber of our Company and subsequently transferred to ZED on the same day.
- On 19 November 2010, 9,999 shares of our Company with par value of HK\$0.01 each were allotted and issued, credited as fully paid, to ZED.
- On 20 November 2010, ZED transferred in total 10,000 shares of our Company with par value HK\$0.01 each to Aswann.

- On 23 September 2020, our Company increased our authorised share capital from HK\$380,000 divided into 38,000,000 Shares of HK\$0.01 each to HK\$100,000,000 divided into 10,000,000,000 Shares of HK\$0.01 each.
- On 22 November 2020, pursuant to the shareholding restructuring of our Group, Aswann's holding in the entire issued share capital of our Company was distributed to the shareholders of Aswann by way of a distribution *in specie* in proportion to their respective holdings of ordinary shares and preferred shares (on an as if converted basis of 1 preferred share to 1 ordinary share). For the shareholding restructuring, please refer to the section headed "History, Reorganisation and Corporate Structure – Shareholding Restructuring and Reorganisation" for details.

Immediately following the completion of the increase in our authorised share capital as set out above, the issued share capital of our Company was HK\$100 divided into 10,000 Shares of HK\$0.01 each, all fully paid or credited as fully paid, and HK\$99,999,900 divided into 9,999,990,000 Shares of HK\$0.01 each, remained unissued.

Immediately following the completion of the Global Offering (but without taking into account any Shares which may be allotted and issued pursuant to the exercise of the Over-allotment Option and any outstanding share options granted under the Pre-IPO Share Option Scheme) and the Capitalisation Issue, our issued share capital will be HK\$57,471,265 divided into 5,747,126,500 Shares, all fully paid or credited as fully paid and 4,252,873,500 Shares will remain unissued.

Save as disclosed above and in the subsection headed "A. Further Information about our Group – 3. Written Resolutions of our sole Shareholder passed on 23 September 2020" below, there has been no alteration in the share capital of our Company since the date of its incorporation.

3. Written Resolutions of our sole Shareholder passed on 23 September 2020

On 23 September 2020, resolutions of our Company were passed by our Shareholders pursuant to which, among other things:

- (a) our authorised share capital was increased from HK\$380,000 divided into 38,000,000 Shares of HK\$0.01 each to HK\$100,000,000 divided into 10,000,000,000 Shares of HK\$0.01 each; and
- (b) the rules of the Pre-IPO Share Option Scheme, the principal terms of which are set out in the subsection headed "D. Pre-IPO Share Option Scheme" below were approved and adopted, and our Directors were authorised to approve any amendments to the rules of the Pre-IPO Share Option Scheme as may be acceptable or not objected to by the Stock Exchange, and at their absolute discretion to grant share options to subscribe for Shares thereunder and to allot, issue and deal with Shares pursuant to the exercise of share options granted under the Pre-IPO Share Option Scheme and to take all such steps as may be necessary or desirable or expedient to implement the Pre-IPO Share Option Scheme.

4. Written Resolutions of our Shareholders passed on 23 November 2020

On 23 November 2020, resolutions of our Company were passed by our Shareholders pursuant to which, among other things:

- (a) our Company approved and adopted the Memorandum of Association and the Articles of Association conditional upon and with effect from Listing; and
- (b) conditional upon the satisfaction (or, if applicable, waiver) of the conditions set out in the section headed “Structure of the Global Offering – Conditions of the Global Offering” and pursuant to the terms set out therein:
 - (i) the Global Offering and the Over-allotment Option was approved and our Directors were authorised to implement the Global Offering (including but not limited to agreeing the structure of the Global Offering increase or decrease the number of Shares initially offered for subscription in the Global Offering and agreeing the Offer Price Range of the Global Offering and the final Offer Price);
 - (ii) the Listing was approved and our Directors were authorised to implement the Listing;
 - (iii) our Directors were authorised to allot and issue our Shares pursuant to the Global Offering, issue this prospectus and the Application Forms by our Company pursuant to the Listing Rules and transfer such number of Shares related to the Global Offering;
 - (iv) subject to the share premium account of our Company having sufficient balance, or otherwise being credited as a result of the issue of the Offer Shares pursuant to the Global Offering, our Directors were authorised to allot and issue a total of 4,999,990,000 Shares credited as fully paid at par value of HK\$0.01 each to the holders of Shares whose names appear on the register of members of our Company at the close of business on the business day immediately preceding the Listing Date (or as they may direct) in proportion to their respective shareholdings (save that no Shareholder shall be entitled to be allotted or issued any fraction of a Share) by way of capitalisation of the sum of HK\$49,999,900 standing to the credit of the share premium account of our Company, and our Shares to be allotted and issued pursuant to this resolution shall rank *pari passu* in all respects with the existing issued Shares;
 - (v) subject to the “lock-up” provisions under Rule 10.08 of the Listing Rules, a general unconditional mandate was granted to our Directors to allot, issue and deal with our Shares or securities convertible into Shares or options, warrants or similar rights to subscribe for our Shares or such convertible securities and to make or grant offers, agreements or options which would or might require the exercise of such powers, provided that the aggregate number of Shares allotted or agreed to be allotted by our Directors other than pursuant to a (i) rights issue, (ii) any exercise of outstanding share options granted under the Pre-IPO Share Option Scheme, (iii) any scrip dividend scheme of similar arrangement providing for the allotment of our Shares in lieu of the whole or

part of a dividend on our Shares or (iv) a specific authority granted by our Shareholders in general meeting, shall not exceed the aggregate of:

- (A) 20% of the total number of Shares in issue immediately following the completion of the Global Offering (but not taking into account any Shares which may be issued pursuant to the exercise of the Over-allotment Option and the outstanding share options granted under the Pre-IPO Share Option Scheme) and the Capitalisation Issue; and
- (B) the aggregate number of Shares repurchased by our Company (if any) under the general mandate to repurchase Shares referred to in paragraph (vi) below,

such mandate to remain in effect during the period from the passing of the resolution until the earliest of (I) the conclusion of the next annual general meeting of our Company, (II) the end of the period within which our Company is required by the Articles or any applicable laws to hold its next annual general meeting and (III) the date on which the resolution is varied or revoked by an ordinary resolution of our Shareholders in general meeting (the “**Relevant Period**”);

- (vi) a general unconditional mandate was granted to our Directors to exercise all the powers of our Company to repurchase our Shares on the Stock Exchange, or on any other stock exchange on which our Shares may be listed (and which is recognised by the SFC and the Stock Exchange for this purpose), and made in accordance with all applicable laws and the requirements of the Listing Rules, not exceeding in aggregate 10% of the total number of Shares in issue immediately following the completion of the Global Offering (but not taking into account any Shares which may be issued pursuant to the exercise of the Over-allotment Option and the outstanding share options granted under the Pre-IPO Share Option Scheme) and the Capitalisation Issue, such mandate to remain in effect during the Relevant Period; and
- (vii) the general mandate mentioned in paragraph (v) above be extended by the addition to the aggregate nominal value of our Shares which may be allotted, or agreed conditionally or unconditionally to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the aggregate nominal value of our Shares repurchased by our Company pursuant to the mandate to purchase Shares referred to in paragraph (vi) above.

5. Reorganisation

The companies comprising our Group implemented and carried out certain shareholding restructuring steps in preparation for the Listing. Please refer to the section headed “History, Reorganisation and Corporate Structure – Shareholding Restructuring and Reorganisation” for details.

6. Changes in the Share Capital of our Subsidiaries

Details of the subsidiaries of our Company are set out in the section headed “Appendix I – Accountant’s Report”. The following changes in the share capital of the subsidiaries of our Company have taken place within two years immediately preceding the date of this prospectus:

- On 3 June 2020, the registered capital of Chengdu Moon House was increased from RMB8,000,000 to RMB16,000,000.
- On 8 May 2019, the registered capital of Blue Moon Tianjin was increased from US\$30,000,000 to US\$36,000,000.
- On 8 January 2019, Nantong Moon House was incorporated in the PRC with a registered capital of RMB8,000,000.

Save as set out above and in the section headed “Appendix I – Accountant’s Report”, there has been no alteration in the share capital of our subsidiaries within two years immediately preceding the date of this prospectus.

7. Repurchases by our Company of its own securities

This subsection sets out information required by the Stock Exchange to be included in this prospectus concerning the repurchase by our Company of its own securities.

(a) *Provisions of the Listing Rules*

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

(i) *Shareholders’ Approval*

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

(ii) *Source of Funds*

Repurchases must be funded out of funds legally available for the purpose in accordance with the Memorandum and the Articles of Association of our Company and the Listing Rules and the applicable laws and regulations of the Cayman Islands. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Under the Cayman Companies Law, any repurchases by our Company may be made out of profits of our Company, out of our Company’s share premium account or out of the proceeds of a fresh issue of Shares made for the purpose of the repurchase or, if authorised by the Articles and subject to the Cayman Companies Law, out of capital.

(iii) *Trading Restrictions*

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

(iv) *Status of Repurchased Shares*

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

(v) *Suspension of Repurchase*

A listed company may not make any repurchase of securities after a price sensitive development has occurred or has been the subject of a decision until such time as the price sensitive information has been made publicly available. In particular, during the period of one month immediately preceding the earlier of (A) the date of the board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of a listed company's results for any year, half-year, quarter 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 quarter or any other interim period (whether or not required under the Listing Rules), the listed company may not repurchase its shares on the Stock Exchange other than in exceptional circumstances. In addition, the Stock Exchange may prohibit a repurchase of securities on the Stock Exchange if a listed company has breached the Listing Rules.

(vi) *Reporting Requirements*

Certain information relating to repurchases of securities on the Stock Exchange or otherwise must be reported to the Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the following business day. In addition, a listed company's annual report is required to disclose details regarding repurchases of securities made during the year, including a

monthly analysis of the number of securities repurchased, the purchase price per share or the highest and lowest price paid for all such purchase, where relevant, and the aggregate prices paid.

(vii) Core Connected Persons

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

(b) Reasons for Repurchases

Our Directors believe that the ability to repurchase our Shares is in the interests of our Company and our Shareholders. Repurchases may, depending on the circumstances, result in an increase in the net assets and/or earnings per Share. Our Directors have sought the grant of a general mandate to repurchase Shares to give our Company the flexibility to do so if and when appropriate. The number of Shares to be repurchased on any occasion and the price and other terms upon which the same are repurchased will be decided by our Directors at the relevant time having regard to the circumstances then pertaining.

(c) Funding of Repurchases

In repurchasing securities, our Company may only apply funds lawfully available for such purpose in accordance with its Memorandum and the Articles of Association, the Listing Rules and the applicable laws of the Cayman Islands.

There could be a material adverse impact on the working capital or gearing position of our Company (as compared with the position disclosed in this prospectus) if the repurchase mandate were to be carried out in full at any time during the share repurchase period. 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.

(d) General

The exercise in full of the repurchase mandate, on the basis of 5,747,126,500 Shares in issue immediately following the completion of the Global Offering (but not taking into account any Shares which may be issued pursuant to the exercise of the Over-allotment Option and the outstanding share options granted under the Pre-IPO Share Option Scheme) and the Capitalisation Issue, could accordingly result in up to approximately 574,712,650 Shares being repurchased by our Company during the period prior to:

- (i) the conclusion of the next annual general meeting of our Company;

- (ii) the end of the period within which our Company is required by the Articles or any applicable law to hold its next annual general meeting; or
- (iii) when varied or revoked by an ordinary resolution of our Shareholders in general meeting,

whichever is the earliest.

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

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

If, as a result of any repurchase of Shares, a Shareholder's proportionate interest in the voting rights of our Company is increased, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the repurchase mandate.

Any repurchase of Shares that results in the number of Shares held by the public being reduced to less than 25% of our 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.

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

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contracts

Our Group has entered into the following contracts (not being contracts entered into in the ordinary course of business) within the two years immediately preceding the date of this prospectus that are or may be material:

- (a) the underwriting agreement dated 3 December 2020 relating to the Hong Kong Public Offering and entered into by our Company, China International Capital Corporation Hong Kong Securities Limited, Citigroup Global Markets Asia Limited, Merrill Lynch Far East Limited, Merrill Lynch (Asia Pacific) Limited and the Hong Kong Underwriters;

- (b) the deed of amendment dated 28 June 2020 entered into by our Company, Aswann, ZED, Blue Moon BVI, Blue Moon Group, Blue Moon Industrial, Blue Moon Tianjin, Blue Moon China, Blue Moon Kunshan, Xingshuo Guangzhou, Villa La Luna Group, Villa La Luna, Ms. Pan, HCM, CCIL, Hai Fei, Allied Power Limited and Van Group Limited relating to the Shareholders Agreement referred to in the section headed “History, Reorganisation and Corporate Structure”;
- (c) a cornerstone investment agreement dated 2 December 2020, entered into among our Company, BOCHK Asset Management Limited (acting as investment manager of certain managed accounts under its management as set out therein), China International Capital Corporation Hong Kong Securities Limited, Citigroup Global Markets Asia Limited, Merrill Lynch Far East Limited, BOCI Asia Limited and the Joint Global Coordinators, pursuant to which BOCHK Asset Management Limited (acting as investment manager of certain managed accounts set out therein) agreed to procure such managed accounts to subscribe for such number of Offer Shares which may be purchased with an amount of HK\$232,500,000 at the Offer Price;
- (d) a cornerstone investment agreement dated 2 December 2020, entered into among our Company, Dazhong (Hong Kong) International Corporation Limited, China International Capital Corporation Hong Kong Securities Limited, Citigroup Global Markets Asia Limited, Merrill Lynch Far East Limited and the Joint Global Coordinators, pursuant to which Dazhong (Hong Kong) International Corporation Limited agreed to subscribe for such number of Offer Shares which may be purchased with the Hong Kong dollar equivalent of US\$45,000,000 at the Offer Price;
- (e) a cornerstone investment agreement dated 2 December 2020, entered into among our Company, Fullerton Fund Management Company Ltd. (acting as investment manager for and on behalf of certain funds and investment accounts under its management as set out therein), China International Capital Corporation Hong Kong Securities Limited, Citigroup Global Markets Asia Limited, Merrill Lynch Far East Limited and the Joint Global Coordinators, pursuant to which it was agreed that funds and investment accounts under the management of Fullerton Fund Management Company Ltd. would subscribe for such number of Offer Shares which may be purchased with the Hong Kong dollar equivalent of US\$30,000,000 at the Offer Price;
- (f) a cornerstone investment agreement dated 2 December 2020, entered into among our Company, Most Well Investment Limited, China International Capital Corporation Hong Kong Securities Limited, Citigroup Global Markets Asia Limited, Merrill Lynch Far East Limited, BNP Paribas Securities (Asia) Limited and the Joint Global Coordinators, pursuant to which Most Well Investment Limited agreed to subscribe for such number of Offer Shares which may be purchased with the Hong Kong dollar equivalent of US\$45,000,000 at the Offer Price;
- (g) a cornerstone investment agreement dated 2 December 2020, entered into among our Company, Poly Platinum Enterprises Limited, China International Capital Corporation

Hong Kong Securities Limited, Citigroup Global Markets Asia Limited, Merrill Lynch Far East Limited and the Joint Global Coordinators, pursuant to which Poly Platinum Enterprises Limited agreed to subscribe for such number of Offer Shares which may be purchased with an amount of HK\$271,250,000 at the Offer Price; and

- (h) a cornerstone investment agreement dated 2 December 2020, entered into among our Company, Veritas Asset Management LLP, China International Capital Corporation Hong Kong Securities Limited, Citigroup Global Markets Asia Limited, Merrill Lynch Far East Limited and the Joint Global Coordinators, pursuant to which Veritas Asset Management LLP agreed to subscribe for such number of Offer Shares which may be purchased with the Hong Kong dollar equivalent of US\$50,000,000 at the Offer Price.


2. Intellectual Property

As at the Latest Practicable Date, the following intellectual property rights are material to our Group's business:

(a) Trademarks



- (i) As at the Latest Practicable Date, our Group had registered the following trademarks which are material to our business:

No.	Trademark	Class	Registered Owner	Place of Registration	Registration Number	Registration Date	Expiry Date
1.		3, 5	Blue Moon Industrial	HK	303731337	1 April 2016	31 March 2026
2.		35, 37, 41, 43	Blue Moon Industrial	HK	303003768	21 May 2014	20 May 2024
3.		3	Blue Moon Industrial	PRC	7613055	7 November 2010	6 November 2030
4.		5	Blue Moon Industrial	PRC	7613053	21 January 2011	20 January 2031
5.		3	Blue Moon Industrial	PRC	4312816	21 December 2007	20 December 2027
6.		9	Blue Moon Industrial	PRC	20901792	7 October 2019	6 October 2029
7.		3	Blue Moon Industrial	PRC	16118349	7 September 2016	6 September 2026
8.		3	Blue Moon Industrial	PRC	21304444	14 November 2017	13 November 2027
9.		3	Blue Moon Industrial	PRC	11639144	28 March 2014	27 March 2024

No.	Trademark	Class	Registered Owner	Place of Registration	Registration Number	Registration Date	Expiry Date
10.		3	Blue Moon Industrial	PRC	876074	7 October 1996	6 October 2026
11.		3	Blue Moon Industrial	PRC	33062572	7 May 2019	6 May 2029
12.		3	Blue Moon Industrial	PRC	36213285	14 December 2019	13 December 2029
13.		5	Blue Moon Industrial	PRC	9808631	7 October 2012	6 October 2022
14.		5	Blue Moon Industrial	PRC	4833639	14 February 2009	13 February 2029
15.		5	Blue Moon Industrial	PRC	5034245	28 July 2009	27 July 2029
16.		5	Blue Moon Industrial	PRC	5034246	28 July 2009	27 July 2029
17.		3	Blue Moon Industrial	PRC	25835671	7 August 2018	6 August 2028
18.		3	Blue Moon Industrial	PRC	1484310	7 December 2000	6 December 2030
19.		3	Blue Moon Industrial	PRC	10272671	14 February 2013	13 February 2023
20.		3	Blue Moon Industrial	PRC	10272672	14 February 2013	13 February 2023
21.		3	Blue Moon Industrial	PRC	6980368	7 June 2010	6 June 2030
22.		3	Blue Moon Industrial	PRC	6980367	7 June 2010	6 June 2030
23.		3	Blue Moon Industrial	PRC	8748795	7 December 2011	6 December 2021
24.		3	Blue Moon Industrial	PRC	6764446	7 April 2010	6 April 2030
25.		3	Blue Moon Industrial	PRC	33062566	28 September 2019	27 September 2029
26.		37	Blue Moon Industrial	PRC	23679798	14 September 2018	13 September 2028

No.	Trademark	Class	Registered Owner	Place of Registration	Registration Number	Registration Date	Expiry Date
27.	月亮小屋	9, 22	Villa La Luna	PRC	14909808	7 November 2015	6 November 2025
28.	月亮小屋	37	Villa La Luna	PRC	9808628	7 October 2012	6 October 2022
29.	神器	3	Blue Moon Industrial	PRC	40087862	14 July 2020	13 July 2030
30.	晨露	3	Blue Moon Industrial	PRC	39697690	7 June 2020	6 June 2030
31.	蓝月亮的世界	35	Blue Moon Industrial	PRC	39659438	7 June 2020	6 June 2030
32.	神器	3	Blue Moon Industrial	PRC	37168889	28 May 2020	27 May 2030
33.		3	Blue Moon Industrial	PRC	33062564	28 June 2020	27 June 2030

(ii) As at the Latest Practicable Date, our Group had applied for registration of the following trademarks which are material to its business:

No.	Trademark	Class	Applicant	Place of Registration	Application Number	Application Date
1.	净享	3	Blue Moon Industrial	PRC	40526601	22 August 2019
2.	天露	3	Blue Moon Industrial	PRC	42141974	6 November 2019
3.	净享	3	Blue Moon Industrial	PRC	47401002	19 June 2020
4.	净享	3	Blue Moon Industrial	PRC	47414350	19 June 2020
5.		3	Blue Moon Industrial	PRC	50780927	28 October 2020
6.		21	Blue Moon Industrial	PRC	50780387	28 October 2020

(b) Domain Names

As at the Latest Practicable Date, our Group had registered the following domain names which are material to its business:

<u>No.</u>	<u>Domain Name</u>	<u>Registered Owner</u>	<u>Place of Registration</u>	<u>Date of Registration</u>	<u>Expiry Date</u>
1.	bluemoon.com.cn	Blue Moon China	PRC	23 June 1998	23 June 2027
2.	bm.link	Blue Moon China	PRC	12 March 2018	12 March 2021
3.	xiyidashi.com	Blue Moon China	PRC	14 November 2016	14 November 2021
4.	xiyidashi.com.cn	Blue Moon China	PRC	14 November 2016	14 November 2021
5.	xididashi.com	Blue Moon China	PRC	21 November 2016	21 November 2021
6.	xididashi.com.cn	Blue Moon China	PRC	21 November 2016	21 November 2021
7.	xiyizaixian.com	Blue Moon China	PRC	11 September 2012	11 September 2021

(c) Patents

(i) As at the Latest Practicable Date, our Group had the following patents which are material to its business:

<u>No.</u>	<u>Patent Name</u>	<u>Patent Type</u>	<u>Registered Owner</u>	<u>Place of Registration</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Expiry Date</u>
1.	Slow-dissolving block detergent and its manufacturing method (一種緩溶型塊狀清潔劑及其製備方法)	Invention	Blue Moon Industrial	PRC	ZL200910038273.4	27 March 2009	26 March 2029
2.	Fabric softener and its manufacturing method (一種衣物柔順劑及其製備方法)	Invention	Blue Moon Industrial	PRC	ZL201010181142.4	18 May 2010	17 May 2030
3.	Packaging bottle (500LF) (包裝瓶 (500LF))	Design	Blue Moon Industrial	PRC	ZL201230040371.4	27 February 2012	26 February 2022
4.	Packaging bottle (500DG) (包裝瓶 (500DG))	Design	Blue Moon Industrial	PRC	ZL201230167098.1	11 May 2012	10 May 2022

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
5.	Method for improving aroma and appearance stability of the cleaning composition and the cleaning composition (一種改善清潔組合物中香氣及外觀穩定性的方法及清潔組合物)	Invention	Blue Moon Industrial	PRC	ZL201210182408.6	5 June 2012	4 June 2032
6.	Packaging bottle (LG) (包裝瓶 (LG))	Design	Blue Moon Industrial	PRC	ZL201230348281.1	27 July 2012	26 July 2022
7.	Pump head (LG) (泵頭 (LG))	Design	Blue Moon Industrial	PRC	ZL201230452453.X	20 September 2012	19 September 2022
8.	Packaging bottle (KC) (包裝瓶(KC))	Design	Blue Moon Industrial	PRC	ZL201330041075.0	18 February 2013	17 February 2023
9.	Packaging bottle (LH) (包裝瓶 (LH))	Design	Blue Moon Industrial	PRC	ZL201330041081.6	18 February 2013	17 February 2023
10.	Packaging bottle cap (LH) (包裝瓶蓋 (LH))	Design	Blue Moon Industrial	PRC	ZL201330041082.0	18 February 2013	17 February 2023
11.	Multi-cavity bottle liquid outflow structure (一種多腔瓶出液結構)	Invention	Blue Moon Industrial	PRC	ZL201310328081.3	31 July 2013	30 July 2033
12.	Double-cavity bottle liquid outflow structure (一種雙腔瓶出液結構)	Utility model	Blue Moon Industrial	PRC	ZL201320462750.1	31 July 2013	30 July 2023
13.	Packaging bottle (XA) (包裝瓶 (XA))	Design	Blue Moon Industrial	PRC	ZL201330407307.X	22 August 2013	21 August 2023
14.	Quick testing method of protein remains on fabrics (一種快速檢測織物上蛋白質殘留的方法)	Invention	Blue Moon Industrial	PRC	ZL201310551773.4	8 November 2013	7 November 2033
15.	Liquid spraying type container lid (一種噴液式容器蓋)	Utility model	Blue Moon Industrial	PRC	ZL201320706940.3	11 November 2013	10 November 2023
16.	Lid of solid container with weighting function (一種固體容器定量蓋)	Utility model	Blue Moon Industrial	PRC	ZL201320706826.0	11 November 2013	10 November 2023
17.	Packaging bottle (QB) (包裝瓶(QB))	Design	Blue Moon Industrial	PRC	ZL201430029748.5	17 February 2014	16 February 2024
18.	Packaging bottle (XB) (包裝瓶 (XB))	Design	Blue Moon Industrial	PRC	ZL201430029749.X	17 February 2014	16 February 2024

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
19.	Packaging bottle (LI) (包裝瓶 (LI))	Design	Blue Moon Industrial	PRC	ZL201430070789.9	28 March 2014	27 March 2024
20.	Pressing type nozzle improvement device (按壓式噴頭改進裝置)	Utility model	Blue Moon Industrial / Jiangsu Dejin Plastic Packaging Co., Ltd. (江蘇德晉塑膠包裝有限公司)	PRC	ZL201420498243.8	29 August 2014	28 August 2024
21.	Bottle lid with two colours (雙色瓶蓋)	Design	Blue Moon Industrial	PRC	ZL201430350619.6	18 September 2014	17 September 2024
22.	Dodecanol glucose gemini surfactant compound and its preparation method (一種十二醇葡萄糖雙子表面活性劑複配物及其製備方法)	Invention	Blue Moon Industrial	PRC	ZL201410521042.X	30 September 2014	29 September 2034
23.	Pump structure (一種泵頭結構)	Utility model	Blue Moon Industrial	PRC	ZL201520146558.0	13 March 2015	12 March 2025
24.	Plastic packing structure (一種吸塑包裝結構)	Utility model	Blue Moon Industrial	PRC	ZL201520146360.2	13 March 2015	12 March 2025
25.	Liquid outflow lid structure for multi-cavity bottle (一種用於多腔瓶的出液蓋結構)	Utility model	Blue Moon Industrial	PRC	ZL201520145196.3	13 March 2015	12 March 2025
26.	Emulsion pump (600LI) (乳液泵 (600LI))	Design	Blue Moon Industrial	PRC	ZL201530328905.7	28 August 2015	27 August 2025
27.	New type of hand-holding distributor (一種新型手持式分配器)	Utility model	Blue Moon Industrial	PRC	ZL201520842580.9	28 October 2015	27 October 2025
28.	Pump direction structure (一種泵頭定向結構)	Utility model	Blue Moon Industrial	PRC	ZL201520842582.8	28 October 2015	27 October 2025
29.	Hand-held distributor that is easy for -holding by hand (一種便於握持的手持式分配器)	Utility model	Blue Moon Industrial	PRC	ZL201520844075.8	28 October 2015	27 October 2025

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
30.	Buckle structure preventing the opening of the emulsion pump (一種乳液泵防開啟卡扣結構)	Utility model	Blue Moon Industrial	PRC	ZL201520842581.3	28 October 2015	27 October 2025
31.	Hand-held type distributor pressure head limit structure (一種手持式分配器壓頭限位結構)	Utility model	Blue Moon Industrial	PRC	ZL201521076328.8	22 December 2015	21 December 2025
32.	Detergent composition (一種洗滌劑組合物)	Invention	Blue Moon Industrial	PRC	ZL201610559102.6	15 July 2016	14 July 2036
33.	Structure of liquid outflow pump (一種出液泵結構)	Utility model	Blue Moon Industrial	PRC	ZL201620803940.9	28 July 2016	27 July 2026
34.	Liquid container structure and refilling liquid system (一種液體容器結構及補充液系統)	Utility model	Blue Moon Industrial	PRC	ZL201620802925.2	28 July 2016	27 July 2026
35.	Packing bag with dent (一種帶凹痕的包裝袋)	Utility model	Blue Moon Industrial	PRC	ZL201621153931.6	31 October 2016	30 October 2026
36.	Packing bag for refilling liquid (一種補充液包裝袋)	Utility model	Blue Moon Industrial	PRC	ZL201621153934.X	31 October 2016	30 October 2026
37.	Liquid container (一種液體容器)	Utility model	Blue Moon Industrial	PRC	ZL201621187952.X	4 November 2016	3 November 2026
38.	Liquid container (一種液體容器)	Invention	Blue Moon Industrial	PRC	ZL201610961086.3	4 November 2016	3 November 2036
39.	Care composition, care agent, the manufacturing methods and application (一種護理組合物、護理劑及其製備方法和應用)	Invention	Blue Moon Industrial	PRC	ZL201611089573.1	1 December 2016	30 November 2036
40.	Elastic and hollow polymer microspheres with microchannels on surfaces, its manufacturing method and application (一種表面具有微孔道中空聚合物彈性微球及其製備方法和應用)	Invention	Blue Moon Industrial	PRC	ZL201611089124.7	1 December 2016	30 November 2036

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
41.	Plastic and hollow polymer microspheres with microchannels on surfaces, its manufacturing method and application (一種表面具有微孔道中空聚合物塑性微球及其製備方法和應用)	Invention	Blue Moon Industrial	PRC	ZL201611089125.1	1 December 2016	30 November 2036
42.	Improvement equipment for a pressing type spray head (一種按壓式噴頭改進裝置)	Utility model	Blue Moon Industrial	PRC	ZL201720374600.3	11 April 2017	10 April 2027
43.	Lid for an inverted packing bottle (一種倒置包裝瓶的瓶蓋)	Utility model	Blue Moon Industrial	PRC	ZL201720654447.X	6 June 2017	5 June 2027
44.	Inverted support structure for a liquid bottle (一種液體包裝瓶的倒置架結構)	Utility model	Blue Moon Industrial	PRC	ZL201720654349.6	6 June 2017	5 June 2027
45.	Liquid container bottle structure (一種液體包裝瓶結構)	Utility model	Blue Moon Industrial	PRC	ZL201720654403.7	6 June 2017	5 June 2027
46.	Liquid packing bottle (一種液體包裝瓶)	Utility model	Blue Moon Industrial	PRC	ZL201720654420.0	6 June 2017	5 June 2027
47.	Lid of a packing bottle (一種包裝瓶的瓶蓋)	Utility model	Blue Moon Industrial	PRC	ZL201720654350.9	6 June 2017	5 June 2027
48.	Lid (300QE) (蓋 (300QE))	Design	Blue Moon Industrial	PRC	ZL201730256318.0	20 June 2017	19 June 2027
49.	Lid (300QD) (蓋 (300QD))	Design	Blue Moon Industrial	PRC	ZL201730267645.6	20 June 2017	19 June 2027
50.	Bottle (300QDE) (瓶 (300QDE))	Design	Blue Moon Industrial	PRC	ZL201730256310.4	20 June 2017	19 June 2027
51.	Bottle (300QE) (瓶 (300QE))	Design	Blue Moon Industrial	PRC	ZL201730256650.7	20 June 2017	19 June 2027
52.	Packaging bottle (300QE-2) (包裝瓶 (300QE-2))	Design	Blue Moon Industrial	PRC	ZL201730256010.6	20 June 2017	19 June 2027
53.	Packaging bottle (300QE) (包裝瓶 (300QE))	Design	Blue Moon Industrial	PRC	ZL201730256317.6	20 June 2017	19 June 2027
54.	Bottle (300QD) (瓶 (300QD))	Design	Blue Moon Industrial	PRC	ZL201730256649.4	20 June 2017	19 June 2027
55.	Packaging bottle (300QD) (包裝瓶 (300QD))	Design	Blue Moon Industrial	PRC	ZL201730256316.1	20 June 2017	19 June 2027

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
56.	Lid structure of a measuring cup (一種量杯蓋結構)	Utility model	Blue Moon Industrial	PRC	ZL201720762151.X	27 June 2017	26 June 2027
57.	Lid (300QCF) (蓋 (300QCF))	Design	Blue Moon Industrial	PRC	ZL201730295920.5	7 July 2017	6 July 2027
58.	Bottle (300QC) (瓶 (300QC))	Design	Blue Moon Industrial	PRC	ZL201730295918.8	7 July 2017	6 July 2027
59.	Bottle (300QF) (瓶 (300QF))	Design	Blue Moon Industrial	PRC	ZL201730295922.4	7 July 2017	6 July 2027
60.	Packaging bottle (300QF) (包裝瓶 (300QF))	Design	Blue Moon Industrial	PRC	ZL201730295937.0	7 July 2017	6 July 2027
61.	Packaging bottle (300QC) (包裝瓶 (300QC))	Design	Blue Moon Industrial	PRC	ZL201730295938.5	7 July 2017	6 July 2027
62.	Refilling liquid package bag with a line-like opening (一種帶線狀開口的補充液包裝袋)	Utility model	Blue Moon Industrial	PRC	ZL201720951385.9	1 August 2017	31 July 2027
63.	Refilling liquid packaging bag that is easy to rip off and convenient for storage and transportation (一種既易撕又方便儲運的補充液包裝袋)	Utility model	Blue Moon Industrial	PRC	ZL201720951391.4	1 August 2017	31 July 2027
64.	Slow-flow bottle lid (一種緩流瓶蓋)	Utility model	Blue Moon Industrial	PRC	ZL201721023824.6	15 August 2017	14 August 2027
65.	Slow-flow bottle lid (一種緩流瓶蓋)	Utility model	Blue Moon Industrial	PRC	ZL201721023844.3	15 August 2017	14 August 2027
66.	Packing bottle structure for fixed amount of extrusion (一種可定量擠出的包裝瓶結構)	Utility model	Blue Moon Industrial	PRC	ZL201721023941.2	15 August 2017	14 August 2027
67.	Packaging bottle (300QD-2) (包裝瓶 (300QD-2))	Design	Blue Moon Industrial	PRC	ZL201730617954.1	7 December 2017	6 December 2027
68.	Bottle (280QC) (瓶 (280QC))	Design	Blue Moon Industrial	PRC	ZL201830127372.X	2 April 2018	1 April 2028
69.	Packaging bottle (280QC) (包裝瓶 (280QC))	Design	Blue Moon Industrial	PRC	ZL201830127093.3	2 April 2018	1 April 2028

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
70.	Lid (280QC) (蓋 (280QC))	Design	Blue Moon Industrial	PRC	ZL201830127388.0	2 April 2018	1 April 2028
71.	Liquid container that is easy for change of bottle core (一種易更換瓶芯的液體容器)	Utility model	Blue Moon Industrial	PRC	ZL201821041407.9	29 June 2018	30 June 2028
72.	Container (01) (容器 (01))	Design	Blue Moon Industrial	PRC	ZL201830352218.2	30 June 2018	29 June 2028
73.	Bottle (05) (瓶 (05))	Design	Blue Moon Industrial	PRC	ZL201830346310.8	30 June 2018	29 June 2028
74.	Support stand (01) (支架 (01))	Design	Blue Moon Industrial	PRC	ZL201830346071.6	30 June 2018	29 June 2028
75.	Support stand (02) (支架 (02))	Design	Blue Moon Industrial	PRC	ZL201830345726.8	30 June 2018	29 June 2028
76.	Support stand (03) (支架 (03))	Design	Blue Moon Industrial	PRC	ZL201830345644.3	30 June 2018	29 June 2028
77.	Support stand (04) (支架 (04))	Design	Blue Moon Industrial	PRC	ZL201830352217.8	30 June 2018	29 June 2028
78.	Support stand (05) (支架 (05))	Design	Blue Moon Industrial	PRC	ZL201830345842.X	30 June 2018	29 June 2028
79.	Support stand (06) (支架 (06))	Design	Blue Moon Industrial	PRC	ZL201830345808.2	30 June 2018	29 June 2028
80.	Bottle (06) (瓶 (06))	Design	Blue Moon Industrial	PRC	ZL201830609521.6	30 October 2018	29 October 2028
81.	Bottle (07) (瓶(07))	Design	Blue Moon Industrial	PRC	ZL201830609515.0	30 October 2018	29 October 2028
82.	Liquid outflow nozzle (XE) (出液嘴(XE))	Design	Blue Moon Industrial	PRC	ZL201830631448.2	8 November 2018	7 November 2028
83.	Packaging bottle (XE-3) (包裝瓶 (XE-3))	Design	Blue Moon Industrial	PRC	ZL201830631439.3	8 November 2018	7 November 2028
84.	Packaging bottle (XE-1) (包裝瓶 (XE-1))	Design	Blue Moon Industrial	PRC	ZL201830631437.4	8 November 2018	7 November 2028
85.	Packaging bottle (XE-2) (包裝瓶 (XE-2))	Design	Blue Moon Industrial	PRC	ZL201830631440.6	8 November 2018	7 November 2028

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
86.	Double-dosage-form container (一種雙劑型容器)	Utility model	Blue Moon Industrial	PRC	ZL201821841286.6	8 November 2018	7 November 2028
87.	New type of double-dosage-form bottle structure (一種新型雙劑瓶結構)	Utility model	Blue Moon Industrial	PRC	ZL201821841240.4	8 November 2018	7 November 2028
88.	Double-dosage-form liquid outflow nozzle structure (一種雙劑瓶出液嘴結構)	Utility model	Blue Moon Industrial	PRC	ZL201821834804.1	8 November 2018	7 November 2028
89.	Packaging bottle (XE-2-2) (包裝瓶(XE-2-2))	Design	Blue Moon Industrial	PRC	ZL201930281505.3	8 November 2018	7 November 2028
90.	a fragrance-enhancing composition containing water (一種含水增香組合物)	Invention	Blue Moon Industrial	PRC	ZL201910482773.0	4 June 2019	3 June 2039
91.	Liquid packing bag (一種液體包裝袋)	Utility model	Blue Moon Industrial	PRC	ZL201920938561.4	20 June 2019	19 June 2029
92.	Bottle (BH) (瓶(BH))	Design	Blue Moon Industrial	PRC	ZL201930342687.0	28 June 2019	27 June 2029
93.	Liquid container (一種液體包容器)	Utility model	Blue Moon Industrial	PRC	ZL201921221462.0	29 July 2019	28 July 2029
94.	Packing container (一種包裝容器)	Utility model	Blue Moon Industrial	PRC	ZL201921221270.X	29 July 2019	28 July 2029
95.	Pulling lid for liquid container (一種液體容器用提拉蓋)	Utility model	Blue Moon Industrial	PRC	ZL201921406703.9	27 August 2019	26 August 2029
96.	Lid (LJ-1) (蓋(LJ-1))	Design	Blue Moon Industrial	PRC	ZL201930501736.0	11 September 2019	10 September 2029
97.	Hook monoblock (02) (吊鈎殼體(02))	Design	Blue Moon Industrial	PRC	ZL201930501367.5	11 September 2019	10 September 2029
98.	Hanger monoblock (01) (掛鈎殼體(01))	Design	Blue Moon Industrial	PRC	ZL201930501355.2	11 September 2019	10 September 2029
99.	Hanger monoblock (02) (掛鈎殼體(02))	Design	Blue Moon Industrial	PRC	ZL201930501739.4	11 September 2019	10 September 2029
100.	Hanger monoblock (03) (掛鈎殼體(03))	Design	Blue Moon Industrial	PRC	ZL201930501362.2	11 September 2019	10 September 2029
101.	Bottle (LJ-2) (瓶(LJ-2))	Design	Blue Moon Industrial	PRC	ZL201930501363.7	11 September 2019	10 September 2029

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
102.	Lid (LJ-2) (蓋 (LJ-2))	Design	Blue Moon Industrial	PRC	ZL201930501366.0	11 September 2019	10 September 2029
103.	Bottle (LJ) (瓶 (LJ))	Design	Blue Moon Industrial	PRC	ZL201930501738.X	11 September 2019	10 September 2029
104.	Bottle (LJ-1) (瓶 (LJ-1))	Design	Blue Moon Industrial	PRC	ZL201930501737.5	11 September 2019	10 September 2029
105.	Hook monoblock (01) (吊鈎殼體 (01))	Design	Blue Moon Industrial	PRC	ZL201930501364.1	11 September 2019	10 September 2029
106.	Condensed bead (star shape) (凝珠 (星形))	Design	Blue Moon Industrial	PRC	ZL201930505329.7	12 September 2019	11 September 2029
107.	Condensed bead (triangle shape) (凝珠 (三角形))	Design	Blue Moon Industrial	PRC	ZL201930505330.X	12 September 2019	11 September 2029
108.	Condensed bead (square shape) (凝珠 (正方形))	Design	Blue Moon Industrial	PRC	ZL201930504930.4	12 September 2019	11 September 2029
109.	Condensed bead (moon shape) (凝珠 (月亮形))	Design	Blue Moon Industrial	PRC	ZL201930504932.3	12 September 2019	11 September 2029
110.	Condensed bead (petal shape) (凝珠 (瓣形))	Design	Blue Moon Industrial	PRC	ZL201930505331.4	12 September 2019	11 September 2029
111.	Condensed bead (water drop shape) (凝珠 (水滴形))	Design	Blue Moon Industrial	PRC	ZL201930505328.2	12 September 2019	11 September 2029
112.	Condensed bead (clover shape) (凝珠 (四葉草形))	Design	Blue Moon Industrial	PRC	ZL201930504920.0	12 September 2019	11 September 2029
113.	Bottle (LM-1) (瓶 (LM-1))	Design	Blue Moon Industrial	PRC	ZL201930524475.4	24 September 2019	23 September 2029
114.	Bottle (LM-2) (瓶 (LM-2))	Design	Blue Moon Industrial	PRC	ZL201930525033.1	24 September 2019	23 September 2029
115.	Container lid (一種容器蓋)	Utility model	Blue Moon Industrial	PRC	ZL201921651834.3	29 September 2019	28 September 2029
116.	Anti-effusion lid (一種防溢流蓋)	Utility model	Blue Moon Industrial	PRC	ZL201921651835.8	29 September 2019	28 September 2029

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
117.	Measuring bottle (一種定量瓶)	Utility model	Blue Moon Industrial	PRC	ZL201921643716.8	29 September 2019	28 September 2029
118.	Measuring bottle with slow-flow function (一種帶緩流功能的定量瓶)	Utility model	Blue Moon Industrial	PRC	ZL201921645256.2	29 September 2019	28 September 2029
119.	Squeezing type measuring bottle (一種擠壓式定量瓶)	Utility model	Blue Moon Industrial	PRC	ZL201921643708.3	29 September 2019	28 September 2029
120.	Measuring package bottle with restriction equipment (一種帶限制件的定量包裝瓶)	Utility model	Blue Moon Industrial	PRC	ZL201921643744.X	29 September 2019	28 September 2029
121.	Measuring liquid outflow bottle with straw (一種帶吸管的定量出液瓶)	Utility model	Blue Moon Industrial	PRC	ZL201921662142.9	29 September 2019	28 September 2029
122.	Squeezing type measuring package container (一種擠壓式定量包裝容器)	Utility model	Blue Moon Industrial	PRC	ZL201921645188.X	29 September 2019	28 September 2029
123.	Anti-effusion lid (一種防溢流蓋)	Utility model	Blue Moon Industrial	PRC	ZL201921651901.1	29 September 2019	28 September 2029
124.	Packaging bottle cap (480AK-1) (包裝瓶蓋(480AK-1))	Design	Blue Moon Industrial	PRC	ZL201930618321.1	11 November 2019	10 November 2029
125.	Packaging bottle cap (480AK-2) (包裝瓶蓋(480AK-2))	Design	Blue Moon Industrial	PRC	ZL201930618668.6	11 November 2019	10 November 2029
126.	Packaging bottle (480AK-2) (包裝瓶 (480AK-2))	Design	Blue Moon Industrial	PRC	ZL201930618718.0	11 November 2019	10 November 2029
127.	Packaging bottle (480AK-3) (包裝瓶 (480AK-3))	Design	Blue Moon Industrial	PRC	ZL201930618709.1	11 November 2019	10 November 2029
128.	Packaging bottle (480AK-4) (包裝瓶 (480AK-4))	Design	Blue Moon Industrial	PRC	ZL201930618333.4	11 November 2019	10 November 2029
129.	Packaging bottle (480AK-5) (包裝瓶 (480AK-5))	Design	Blue Moon Industrial	PRC	ZL201930618328.3	11 November 2019	11 December 2029
130.	Packaging bottle (480AK-6) (包裝瓶 (480AK-6))	Design	Blue Moon Industrial	PRC	ZL201930618692.X	11 November 2019	10 November 2029
131.	Packaging bottle (480AK-1) (包裝瓶 (480AK-1))	Design	Blue Moon Industrial	PRC	ZL201930618348.0	11 November 2019	11 December 2029
132.	Bottle body (480AK-1) (瓶身 (480AK-1))	Design	Blue Moon Industrial	PRC	ZL201930618666.7	11 November 2019	11 December 2029

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Patent Number	Grant Date	Expiry Date
133.	Bottle body (480AK-2) (瓶身 (480AK-2))	Design	Blue Moon Industrial	PRC	ZL201930618294.8	11 November 2019	11 December 2029
134.	Delayed release device for cleaning toilet articles with curved hook (一種具有曲線掛鈎的潔廁用品延時釋放裝置)	Utility model	Blue Moon Industrial	PRC	ZL201922147805.X	4 December 2019	3 December 2029
135.	Curved hook structure suitable for side wall of toilet (一種適用於馬桶側壁的曲線掛鈎結構)	Utility model	Blue Moon Industrial	PRC	ZL201922149326.1	4 December 2019	3 December 2029
136.	Package cup (20AI-3) (包裝杯(20AI-3))	Design	Blue Moon Industrial	PRC	ZL202030025548.8	15 January 2020	14 January 2030
137.	Package cup (20AI-2) (包裝杯(20AI-2))	Design	Blue Moon Industrial	PRC	ZL202030025550.5	15 January 2020	14 January 2030
138.	Package cup (20AI-1) (包裝杯(20AI-1))	Design	Blue Moon Industrial	PRC	ZL202030025554.3	15 January 2020	14 January 2030
139.	Liquid packaging container (液體包裝容器)	Utility model	Blue Moon Industrial	PRC	ZL202020087315.5	15 January 2020	14 January 2030
140.	Package bottle (包裝瓶(260QG))	Design	Blue Moon Industrial	PRC	ZL202030092376.6	18 March 2020	17 March 2030
141.	Pump head (40KI) (泵頭(40KI))	Design	Blue Moon Industrial	PRC	ZL202030336805.X	28 June 2020	27 June 2030

(ii) As at the Latest Practicable Date, our Group had applied for the registration of the following patents which are material to our business:

No.	Patent Name	Patent Type	Applicant	Place of Registration	Application Number	Application Date
1.	Brittle and hollow polymer microspheres with microchannels on surfaces, its manufacturing method and application (一種表面具有微孔道中空聚合物脆性微球及其製備方法和應用)	Invention	Blue Moon Industrial	PRC	201611091127.4	1 December 2016
2.	Cleaning composition, cleaner, the manufacturing methods and application (一種清潔組合物、清潔劑及其製備方法和應用)	Invention	Blue Moon Industrial	PRC	201611091079.9	1 December 2016
3.	Improvement device for the pressing type spray head (一種按壓式噴頭改進裝置)	Invention	Blue Moon Industrial	PRC	201710233348.9	11 April 2017

No.	Patent Name	Patent Type	Applicant	Place of Registration	Application Number	Application Date
4.	Softening composition for fabrics containing water (含水織物柔軟組合物)	Invention	Blue Moon Industrial	PRC	201710552417.2	7 July 2017
5.	Refilling liquid packaging bag that is easy to rip off and convenient for storage and transportation (一種既易撕又方便儲運的補充液包裝袋)	Utility model	Blue Moon Industrial	PRC	201710647613.8	1 August 2017
6.	Surfactant composition (一種表面活性劑組合物)	Invention	Blue Moon Industrial	PRC	201810146789.X	12 February 2018
7.	Surfactant composition (一種表面活性劑組合物)	Invention	Blue Moon Industrial	PRC	201810146579.0	12 February 2018
8.	Detergent composition that is gentle and skin protecting (一種溫和護膚的洗滌劑組合物)	Invention	Blue Moon Industrial	PRC	201810146578.6	12 February 2018
9.	Detergent composition (一種洗滌劑組合物)	Invention	Blue Moon Industrial	PRC	201810146801.7	12 February 2018
10.	Detergent composition (一種洗滌劑組合物)	Invention	Blue Moon Industrial	PRC	201810146559.3	12 February 2018
11.	Detergent composition (一種洗滌劑組合物)	Invention	Blue Moon Industrial	PRC	201810146576.7	12 February 2018
12.	Testing method for removal of greasy dirt (一種油污剝離的測試方法)	Invention	Blue Moon Industrial	PRC	201810146787.0	12 February 2018
13.	Method for testing the anti-static electricity function of fabrics (一種測試織物抗靜電的方法)	Invention	Blue Moon Industrial	PRC	201810364895.5	23 April 2018
14.	Method for testing the PM2.5 absorption by fabrics (一種織物PM2.5吸附量的測試方法)	Invention	Blue Moon Industrial	PRC	201810364905.5	23 April 2018
15.	Test method for evaluating the cleaning effect of detergent on greasy dirt of dining plates (一種評價洗滌劑對餐盤油污洗滌效果的測試方法)	Invention	Blue Moon Industrial	PRC	201810662165.3	25 June 2018
16.	Test method for evaluating the detergent's effect of anti-oil absorption by fabric dishwashing tools (一種評價洗滌劑防織物類洗碗工具黏油功效的測試方法)	Invention	Blue Moon Industrial	PRC	201810662146.0	25 June 2018
17.	Test method for evaluating the detergent's effect of anti-oil absorption by sponge dishwashing tools (一種評價洗滌劑防海綿類洗碗工具黏油功效的測試方法)	Invention	Blue Moon Industrial	PRC	201810662688.8	25 June 2018
18.	Test method for evaluating the detergent's effect of anti-oil absorption by hands (一種評價洗滌劑防手部黏油污功效的測試方法)	Invention	Blue Moon Industrial	PRC	201810662689.2	25 June 2018

No.	Patent Name	Patent Type	Applicant	Place of Registration	Application Number	Application Date
19.	Liquid container that is easy for change of bottle core (一種易更換瓶芯的液體容器)	Invention	Blue Moon Industrial	PRC	201810714487.8	29 June 2018
20.	Container (04) (容器 (04))	Design	Blue Moon Industrial	PRC	201830352219.7	30 June 2018
21.	Method for deferred release of toilet cleaner (一種潔廁劑延時釋放的方法)	Invention	Blue Moon Industrial	PRC	201910339489.8	25 April 2019
22.	Method for slow release of toilet cleaner (一種潔廁劑緩時釋放的方法)	Invention	Blue Moon Industrial	PRC	201910340269.7	25 April 2019
23.	Test method for evaluating the decontamination effect of detergent (一種評價洗滌劑去污功效的測試方法)	Invention	Blue Moon Industrial	PRC	201910374340.3	7 May 2019
24.	Self-thickening composition of oil-containing components (一種含油性組分的自增稠組合物)	Invention	Blue Moon Industrial	PRC	201910482774.5	4 June 2019
25.	Method for anti-effusion of a container and the anti-effusion container (一種容器防溢流的方法及防溢流容器)	Invention	Blue Moon Industrial	PRC	201910939400.1	29 September 2019
26.	Package bottle (40KI) (包裝瓶 (40KI))	Design	Blue Moon Industrial	PRC	202030337255.3	28 June 2020
27.	Detergent composition (一種洗滌劑組合物)	Invention	Blue Moon Industrial	PRC	202010680821.X	15 July 2020
28.	Laundry bag (一種洗衣袋)	Utility model	Blue Moon Industrial	PRC	202021601899.X	4 August 2020
29.	Wash bag (一種護洗袋)	Utility model	Blue Moon Industrial	PRC	202021599187.9	4 August 2020
30.	Laundry bag (洗衣袋)	Design	Blue Moon Industrial	PRC	202030437541.7	4 August 2020
31.	Automatic liquid dispensing device (液體自動分配裝置)	Utility model	Blue Moon Industrial	PRC	202022543505.6	5 November 2020
32.	Automatic dispenser (自動分配器)	Utility model	Blue Moon Industrial	PRC	202022540648.1	5 November 2020
33.	Gas-liquid pump and handwashing machine (氣液泵及洗手機)	Utility model	Blue Moon Industrial	PRC	202022543559.2	5 November 2020

(d) Software copyrights

As at the Latest Practicable Date, our Group had registered the following software copyrights in the PRC which are material in relation to its business:

No.	Name of Software	Registration Number	Development Completion Date	First Publication Date	Registered Owner
1	Blue Moon Product Quality Control System v2 (藍月亮產品質量控制系統v2)	2010SR042008	7 December 2008	16 December 2008	Blue Moon Industrial
2	Blue Moon Manufacturing Workshop Control System v2 (藍月亮生產車間控制系統v2)	2010SR041959	25 January 2009	4 February 2009	Blue Moon Industrial
3	Blue Moon Manufacturing Analysis and Statistical System v2 (藍月亮生產分析統計系統v2)	2010SR042010	21 January 2009	11 February 2009	Blue Moon Industrial
4	Blue Moon Manufacturing Data Control System v2 (藍月亮生產數據控制系統v2)	2010SR042009	6 August 2009	13 August 2009	Blue Moon Industrial
5	Blue Moon Manufacturing Line Monitoring System v2 (藍月亮生產線監控系統v2)	2010SR041961	9 December 2008	24 December 2008	Blue Moon Industrial
6	Blue Moon Manufacturing Temperature Control System V2 (藍月亮生產溫度控制系統V2)	2010SR041958	15 September 2009	2 October 2009	Blue Moon Industrial
7	Toilet Cleanser Automatic Labelling Control System V1.0 (潔廁液自動化貼標控制系統V1.0)	2016SR378600	31 August 2016	10 September 2016	Blue Moon Industrial
8	Toilet Cleaner Automatic Manufacturing Control System V1.0 (廁寶自動化生產控制系統V1.0)	2016SR379863	31 August 2016	10 September 2016	Blue Moon Industrial
9	RO Film Concentrated Liquid Recycle Automatic Control System V1.0 (RO膜濃水回收自動控制系統V1.0)	2016SR379757	31 August 2016	10 September 2016	Blue Moon Industrial
10	Blue Moon Mobile Sales Management Platform 2.4.2 (藍月亮移動銷售管理平台2.4.2)	2018SR1030491	6 August 2018	6 August 2018	Blue Moon China
11	Supreme Laundry (Android version) 2.1.1 (至尊洗衣(Android版)2.1.1)	2019SR0359486	6 November 2018	6 November 2018	Blue Moon China

No.	Name of Software	Registration Number	Development Completion Date	First Publication Date	Registered Owner
12	Moon House (Android version) (月亮小屋(Android版))	2019SR0963076	2 July 2019	2 July 2019	Blue Moon China
13	Cleanliness Near You Mini-programme 1.1.1.1 (潔淨在身邊小程序1.1.1.1)	2019SR1121615	26 August 2018	26 August 2018	Villa La Luna
14	Hotel Laundry Service Management System V1.0 (酒店洗衣服務管理系統V1.0)	2019SR1345363	26 August 2018	26 August 2018	Villa La Luna
15	Carefree Cleanliness (Android version) [Short Form: Carefree Cleanliness] V1.0.0 (潔淨無憂(Android版) [簡稱：潔淨無憂]V1.0.0)	2020SR0381880	23 December 2019	27 December 2020	Villa La Luna
16	Standing Bag Automatic Encasing Control System V1.0 (立袋自動裝箱控制系統V1.0)	2020SR0282123	29 November 2019	Unpublished	Blue Moon Industrial
17	Small Material Automation Technology System [Short form: Small Material Automation] V1.0 (小料自動化工藝系統 [簡稱：小料自動化]V1.0)	2020SR0282262	2 July 2019	2 July 2019	Blue Moon Industrial

C. FURTHER INFORMATION ABOUT OUR DIRECTORS

1. Disclosure of Interests

(a) Interests of Directors and Chief Executive of our Company

Immediately following the completion of the Global Offering (assuming the Over-allotment Option is not exercised) and the Capitalisation Issue, the interests and/or short positions (as applicable) of our Directors and the chief executive of our Company in our Shares, underlying Shares and debentures of our Company and any interests and/or short positions (as applicable) in shares, underlying shares or debentures of any of our Company's associated corporations (within the meaning of Part XV of the SFO) which (i) 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/or short positions (as applicable) which they are taken or deemed to have under such provisions of the SFO), (ii) will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein or (iii) will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules, to be notified to our Company and the Stock Exchange, in each case once our Shares are listed on the Stock Exchange, will be as follows:

(i) Interests and Long Positions in Shares

<u>Name of Director or Chief Executive</u>	<u>Nature of Interest</u>	<u>Number of Shares</u>	<u>Approximate Percentage of Shares Held</u>
Ms. Pan ⁽¹⁾	Interest in controlled corporation	4,446,000,000	77.36%
Mr. Luo ⁽¹⁾	Interest of spouse	4,446,000,000	77.36%
Ms. Luo Dong ⁽²⁾	Beneficial owner	4,800,000	0.08%
Mr. Poon Kwok Leung ⁽³⁾⁽⁴⁾	Beneficial owner	1,000,000	0.02%
	Interest in controlled corporation	3,500,000	0.06%
Ms. Xiao Haishan ⁽⁵⁾	Beneficial owner	1,000,000	0.02%

Notes:

- (1) Ms. Pan is the sole shareholder of ZED, which in turn holds (i) directly 77.17% Shares of our Company and (ii) indirectly (as the sole shareholder of Van Group Limited) 0.19% Shares of our Company. Therefore, ZED is deemed or taken to be interested in all our Shares which are beneficially owned by Van Group Limited for the purpose of Part XV of the SFO. Each of Ms. Pan and Mr. Luo (the spouse of Ms. Pan) is deemed or taken to be interested in all our Shares which are beneficially owned by ZED and Van Group Limited for the purpose of Part XV of the SFO.
- (2) Ms. Luo Dong is granted share options under the Pre-IPO Share Option Scheme to subscribe for 4,800,000 Shares. Please refer to the subsection headed "D. Pre-IPO Share Option Scheme" of this Appendix for details.

- (3) Mr. Poon Kwok Leung is granted share options under the Pre-IPO Share Option Scheme to subscribe for 1,000,000 Shares. Please refer to the subsection headed “D. Pre-IPO Share Option Scheme” of this Appendix for details.
- (4) Mr. Poon Kwok Leung is the sole shareholder of Allied Power Limited, which in turn holds directly 0.06% Shares of our Company. Therefore, Mr. Poon Kwok Leung is deemed or taken to be interested in all our Shares which are beneficially owned by Allied Power Limited for the purpose of Part XV of the SFO.
- (5) Ms. Xiao Haishan is granted share options under the Pre-IPO Share Option Scheme to subscribe for 1,000,000 Shares. Please refer to the subsection headed “D. Pre-IPO Share Option Scheme” of this Appendix for details.

(ii) *Long Position in Shares of Associated Corporations*

Name of Director or Chief Executive	Name of our associated corporations	Nature of interest	Number of shares	Approximate percentage of shares held
Ms. Pan	ZED ⁽²⁾	Beneficial owner	1 ordinary share	100%
Ms. Pan ⁽¹⁾	Van Group Limited ⁽²⁾	Interest in controlled corporation	1,000 ordinary shares	100%
Mr. Luo	ZED ⁽²⁾	Interest of spouse	1 ordinary share	100%
Mr. Luo ⁽¹⁾	Van Group Limited ⁽²⁾	Interest of spouse	1,000 ordinary shares	100%

Notes:

- (1) Ms. Pan is the sole shareholder of ZED, which holds the entire issued share capital of Van Group Limited. Therefore, each of Ms. Pan and Mr. Luo (the spouse of Ms. Pan) is deemed or taken to be interested in all the shares of Van Group Limited which are beneficially owned by ZED for the purpose of Part XV of the SFO.
- (2) Immediately following the completion of the Global Offering (assuming the Over-allotment Option is not exercised and without taking into account any Shares which may be issued pursuant to the exercise of any outstanding share options granted under the Pre-IPO Share Option Scheme) and the Capitalisation Issue, ZED will hold more than 50% of the issued share capital of our Company. Accordingly, ZED is a holding company and an associated corporation of our Company. ZED holds the entire issued share capital of Van Group Limited. As such, Van Group Limited is a subsidiary of ZED and also an associated corporation of our Company.

Save as disclosed above, none of our Directors or the chief executive of our Company will, immediately following the completion of the Global Offering and the Capitalisation Issue, have an interest and/or short position (as applicable) in our Shares, underlying Shares or debentures of our Company or any interests and/or short positions (as applicable) in the shares, underlying shares or debentures of our Company’s associated corporations (within the meaning of Part XV of the SFO) which (i) 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 they are taken or deemed to have under such provisions of the SFO), (ii) will be required, pursuant to section 352 of

the SFO, to be entered in the register referred to therein or (iii) will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules, to be notified to our Company and the Stock Exchange, in each case once our Shares are listed on the Stock Exchange.

(b) Interests of Substantial Shareholders

Save as disclosed in the section headed “Substantial Shareholders”, as at the Latest Practicable Date, our Directors or chief executives are not aware of any other person, not being a Director or chief executive of our Company, who will, immediately following the completion of the Global Offering (assuming the Over-allotment Option is not exercised) and the Capitalisation Issue, have an interest or short position in our Shares or the underlying Shares which would fall to be disclosed to our Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who is, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of our Company or any other member of our Group.

2. Particulars of Letters of Appointment

We have entered into a letter of appointment with each of our Directors. Each letter of appointment is for an initial term of three years or until the third annual general meeting of our Company since the Listing Date (whichever is earlier), subject to rotation, re-nomination and re-election as and when required under the Articles and the Listing Rules.

Pursuant to the terms of the letter of appointment entered into between each executive Director (on the one part) and our Company (on the other part), the annual director’s fees payable by us to each of the executive Directors are HK\$500,000 per annum.

Pursuant to the terms of the letter of appointment entered into between each non-executive Director and independent non-executive director (on the one part) and our Company (on the other part), the annual director’s fees payable by us to each of the non-executive Director and the independent non-executive Directors are HK\$500,000 per annum.

An additional fee of HK\$50,000 per annum will be payable to a member on each of our Audit Committee, Remuneration Committee and Nomination Committee or the chairman of each of our Remuneration Committee and Nomination Committee, while an additional fee of HK\$100,000 per annum will be payable to the chairman of our Audit Committee.

Each of our Directors is entitled to reimbursement from our Company for all reasonable expenses necessarily incurred in connection with the performance and discharge of his/her duties under his/her letter of appointment.

Save as disclosed above, none of our Directors has entered into any 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)).

3. Directors' Remuneration

For our Directors' remuneration, please refer to the section headed "Directors and Senior Management – Directors' Remuneration and Remuneration of Five Highest Paid Individuals" for details.

4. Agency Fees or Commissions Received

Save in connection with the Underwriting Agreements, no commissions, discounts, brokerages or other special terms have been granted by our Group to any person (including our Directors and experts referred to in the subsection headed "E. Other Information – 6. Qualifications and Consents of Experts" below) in connection with the issue or sale of any capital or security of our Company or any member of our Group within the two years immediately preceding the date of this prospectus.

5. Personal Guarantees

Our Directors have not provided personal guarantees in favour of lenders in connection with banking facilities granted to our Group.

6. Disclaimers

- (a) None of our Directors nor any of the experts referred to in the subsection headed "E. Other Information – 6. Qualifications and 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 prospectus, 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.
- (b) Save in connection with the Underwriting Agreements, none of our Directors nor any of the experts referred to in the subsection headed "E. Other Information – 6. Qualifications and Consents of Experts" below, is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to the business of our Group.
- (c) Neither our Controlling Shareholder nor our Directors are interested in any business apart from our Group's business which competes or is likely to compete, directly or indirectly, with the business of our Group.
- (d) No cash, securities or other benefit has been paid, allotted or given within the two years preceding the date of this prospectus to any promoter of our Company nor is any such cash, securities or benefit intended to be paid, allotted or given on the basis of the Global Offering or related transactions as mentioned.
- (e) So far as is known to our Directors, none of our Directors or their associates or any Shareholders who are expected to be interested in 5% or more of the issued share capital of our Company has any interest in the five largest customers or the five largest suppliers of our Group.

D. PRE-IPO SHARE OPTION SCHEME**1. Pre-IPO Share Option Scheme**

The following is a summary of the principal terms of the Pre-IPO Share Option Scheme adopted by our Board on 23 September 2020. The terms of the Pre-IPO Share Option Scheme are not subject to the provisions of Chapter 17 of the Listing Rules as the Pre-IPO Share Option Scheme will not involve the grant of options by us to subscribe for Shares after the Listing.

(a) Purpose

The purpose of the Pre-IPO Share Option Scheme is to encourage certain key employees to contribute to our Group for the long-term benefits of our Company and our Shareholders as a whole and provide our Group with a flexible means of either retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to its key employees.

(b) Who may join

Our Board (which expression shall, for the purpose of this paragraph, include a duly authorised committee thereof) may determine any directors, employees of any member of our Group or Business Associates, who our Board considers, in its sole and absolute discretion, have contributed or will contribute to our Group, to take up options to subscribe for Shares.

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

The eligibility of any of these classes of participants to the grant of any option shall be determined by our Directors from time to time on the basis of our Directors' opinion as to the participant's contribution to the development and growth of our Group.

(c) Maximum number of Shares

The overall limit on the number of Shares which may be issued upon exercise of all outstanding options granted under the Pre-IPO Share Option Scheme shall not exceed the lower of (i) 100,000,000 Shares, and (ii) 1.5% of the issued share capital of our Company immediately following completion of the Global Offering (without taking into account any exercise of the Over-allotment Option) and the Capitalisation Issue.

(d) Performance targets

Options may be granted on such terms and conditions in relation to their vesting, exercise or otherwise (including the satisfaction of certain performance targets and/or the attainment or performance of milestones by any member of our Group, the grantee or any group of participants) as determined by our Board at its sole and absolute discretion.

(e) *Exercise price for Shares*

The exercise price in relation to each option granted under the Pre-IPO Share Option Scheme shall be HK\$3.76, excluding brokerage, the SFC transaction levy and the Stock Exchange trading fee. A nominal consideration of HK\$1.00 is payable upon acceptance of the grant of an option, save to the extent that other arrangements have been made for the payment of the exercise price which are satisfactory to our Board.

(f) *Time of acceptance, vesting and exercise of option*

An option may be accepted by a participant within such time as determined by our Board, provided that no option shall remain open for acceptance on or after the Listing Date or after the relevant participant has ceased to be a participant (as determined by our Board) for any reason.

Subject to the other terms and conditions of the Pre-IPO Share Option Scheme or the letter to the grantee, a grantee is vested with, and entitled to exercise up to, either one-fourth of his or her option (rounded up to the nearest board lot) or 10%, 20%, 30% and 40% of his or her option (rounded up to the nearest whole board lot) during the Option Period (as defined below), in each case as specified in the letter to the relevant grantee, commencing from each of the first, second, third and fourth anniversaries of the Listing Date, respectively, provided that the grantee remains to be a participant entitled to exercise his or her option.

(g) *Cancellation of options granted*

Any options granted but not exercised may be cancelled by our Board. Issuance of new options to the same grantee may only be made if there are unissued options available under the Pre-IPO Share Option Scheme (excluding the cancelled options) and in compliance with the terms of the Pre-IPO Share Option Scheme.

(h) *Lapse of an option*

An option shall lapse automatically (to the extent that has been vested but not already exercised or expired) on the earliest of:

- (i) the expiry of the option period, being the period to be notified by our Board to each grantee (provided that the period within which an option must be exercised shall not be more than ten years commencing on the date on which the option is granted) (the “**Option Period**”);
- (ii) the expiry of the periods or dates referred to in sub-paragraphs (j), (k), (l) and (p);
- (iii) the final closing date of the offer (or, as the case may be, revised offer) as referred to in sub-paragraph (m) below;
- (iv) subject to the scheme of arrangement becoming effective, the record date for determining entitlements under a scheme of arrangement referred to in sub-paragraphs (n);

- (v) subject to sub-paragraph (o), the date of commencement of the winding up of our Company;
- (vi) the date on which the Grantee commits a breach of or default under the restriction that no option shall be assigned or transferred and that no grantee shall in any way sell, transfer, charge, mortgage, encumber or create interests in favour of any third party over or in relation to any option;
- (vii) the date on which:
 - (1) the grantee (being an employee or a director of any member of our Group) ceases to be an employee or a director by reason of the termination of his or her employment, appointment or directorship on the grounds that he or she has contravened any policy of any member of our Group, has been guilty of serious misconduct, has disclosed without consent any trade or commercial secret belonging to our Group, has taken any action or done anything in his/her capacity which has (in our Company's sole opinion) brought any member of our Group into disrepute or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;
 - (2) the grantee appears either to be unable to pay or have no reasonable prospect to be able to pay debts, or has become bankrupt, or a petition for bankruptcy has been filed against him or her, or has made any arrangements or composition with his or her creditors generally, or has been convicted of any criminal offence involving integrity or honesty;
 - (3) the grantee being a Business Associate, such contract is terminated by reason of breach of contract on the part of the Business Associate,provided that whether any one or more of the events specified in the above occur in relation to a grantee shall in the reasonable opinion of our Board be solely, absolutely and conclusively determined by our Board;
- (viii) unless our Board otherwise in its sole and absolute discretion determines, and other than in the circumstances referred to in sub-paragraphs (j) to (p), the date on which the grantee ceases to be a participant (as determined by a Board resolution) for any reason; and
- (ix) the date on which the option is cancelled by our Board.

An option granted but not yet vested with the grantee shall also lapse automatically in the event that the grantee being an employee, director of any member of our Group or Business Associate ceases to be an employee, director of any member of our Group or Business Associate (as the case may be), for whatever reason (other than as a result of his or her death or total and permanent disability and incapacitation).

(i) *Duration of the Pre-IPO Share Option Scheme*

Subject to the terms of the Pre-IPO Share Option Scheme (including but not limited to the conditions precedent for the Pre-IPO Share Option Scheme to become effective), the Pre-IPO Share Option Scheme shall be valid and effective for the period of time commencing on the adoption date thereof and expiring on the day immediately after the date which is ten years after the Listing Date, after which period the provisions of the Pre-IPO Share Option Scheme shall in all respects cease to be in any force or effect. For the avoidance of doubt, no option shall be granted under the Pre-IPO Share Option Scheme on or after the Listing Date.

(j) *Rights on ceasing employment*

If the grantee of an option is an employee or a director of any member of our Group and ceases to be an employee or a director for any reasons other than death or total and permanent disability and incapacitation, or on other grounds referred to in sub-paragraph (h)(vi) above before exercising his or her option in full, the grantee may exercise the options then vested (but not already exercised or expired) at any time within three months of the date of such cessation (or such period as our Board may determine and notify to the grantee), provided that such exercise is during the Option Period, and the date of cessation shall be the last actual working day with our Group whether salary is paid in lieu of notice or not. In the event that such cessation is due to resignation and such grantee is a member of the senior management of our Group immediately before the date of resignation, he or she shall not offer, pledge, charge, sell or otherwise transfer or dispose of either directly or indirectly, conditionally or unconditionally, any of our Shares issued to him or her from the exercise of the option during a three-month period after the date on which Shares are issued following the exercise of the relevant option.

If (i) the grantee is an employee, a director of any member of our Group or a Business Associate under a fixed term contract and ceases to be an employee, a director or a Business Associate by reason of expiry of the term of the relevant fixed term contract without any extension or renewal by our Group for reasons other than (1) on his or her death or total and permanent disability and incapacitation, or (2) on other grounds referred to in sub-paragraph (h)(vi) above or (ii) the grantee is a Business Associate not under fixed term contract, and if the grantee ceases to be a Business Associate by reason of the grantee ceasing to provide any further advisory or consultancy or other kind of services, support, assistance or contribution to our Group as may be determined by our Board in its sole and absolute discretion and notified to such Business Associate in writing within one year after the provision of his/ her last service, support, assistance or contribution to our Group for reasons other than (1) on his or her death or total and permanent disability and incapacitation, or (2) on other grounds referred to in sub-paragraph (h)(vi) above, the grantee may exercise the option then vested (but not already exercised or expired) within the period of 12 months (or such period as our Board may determine and notify to the grantee) following the date of such cessation, provided that such exercise is during the relevant Option Period, and the date of cessation shall, in the case of (i) above, be the date of expiry of the relevant fixed term contract, and in the case of (ii) above, be the date of the aforesaid written notification to the Business Associate, failing which it will lapse.

(k) Rights on death or becoming totally and permanently disabled or incapacitated

In the event the grantee dies or has become totally and permanently disabled and incapacitated before exercising the option in full and none of the events for termination of employment or engagement then exists with respect to such grantee, the personal representative(s) of the grantee shall be entitled within a period of six months (or such period as our Board may determine and notify to the grantee and/or the personal representative(s) of the grantee) from the date of death or the date of total and permanent disability and incapacitation (provided that such exercise is during the relevant Option Period) to exercise the Option up to the entitlement of such grantee as at the date of his or her death or becoming totally and permanently disabled and incapacitated (to the extent that he or she is vested with and entitled to exercise at such date but not already exercised or expired), failing which it will lapse.

(l) Rights on retirement

In the event the grantee retires before exercising the option in full and none of the events for termination of employment or engagement then exists with respect to such grantee, the grantee shall be entitled on the date of retirement (or within such period as our Board may determine and notify to the grantee provided that such exercise is during the relevant Option Period) up to the entitlement of such grantee as at the date of retirement (to the extent that he or she is vested with and entitled to exercise at such date but not already exercised or expired), failing which it will lapse.

(m) Rights on a general offer

If a general offer by way of takeover or otherwise (other than by way of scheme of arrangement) is made to our Shareholders and has become or is declared unconditional prior to the expiry date of the relevant option, our Company shall forthwith give notice thereof to the grantee and the grantee shall be entitled to exercise the option to its full extent (whether vested or not) at any time after the general offer becomes or is declared unconditional and up to the close of such offer (or, as the case may be, revised offer) or, if our Company shall forthwith give the relevant notification, to the extent notified by our Company, at any time within such period as shall be notified by our Company. Subject to the foregoing, any option not exercised will lapse automatically on the final closing date of such offer (or, as the case may be, revised offer).

(n) Rights on takeover by way of scheme of arrangement

If a general offer for Shares, by way of scheme of arrangement, is made to all our Shareholders and has been approved by the necessary number of holders of Shares at the requisite meetings prior to the expiry of the Option Period of any option, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter exercise the option to its full extent (whether vested or not) at any time after the meeting(s) of whereby the scheme is approved and up to the record date for determining entitlements under such scheme of arrangement or, if our Company shall give the relevant notification, to the extent notified by our Company. Subject to the foregoing and to the scheme becoming effective, any option not exercised will lapse automatically on the record date for determining entitlements under such scheme of arrangement.

(o) 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 a resolution to voluntarily wind-up our Company, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter (but not before such time as notified by our Company) exercise the option to its full extent (whether vested or not) or, if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed general meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which fall to be issued on exercise of such option.

(p) Rights on compromise or arrangement

In the event of a compromise or arrangement, other than a scheme of arrangement, between our Company and our Shareholders and/or creditors being proposed in connection with a scheme for the reconstruction of our Company or its amalgamation, our Company shall give notice thereof to all grantees on the same day as it first gives notice of the meeting to its members and/or creditors summoning the meeting to consider such a scheme or arrangement and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the option to its full extent (whether vested or not) or, if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which fall to be allotted and issued on exercise of such option.

(q) Adjustments

In the event of any capitalisation issue, rights issue, sub-division or consolidation of Shares or reduction of share capital of our Company after (but excluding) the Listing Date, but excluding, for the avoidance of doubt, any alteration in the capital structure of our Company as a result of an issue of Shares as consideration in a transaction to which our Company is a party, the auditors or the independent financial adviser engaged by our Company for such purpose shall determine what adjustment is required to be made to the exercise price and/or the number of shares to be issued on exercise of the options, and such auditors or independent financial advisers shall certify in writing to our Board that such adjustments are in his opinion fair and reasonable.

Any such adjustments shall give the participant the same proportion of the equity capital of our Company and any adjustments to the advantage of the participants to the exercise price or to the number of Shares subject to the options must be approved by our Company in general meeting, and no adjustments may be made to the extent that Shares would be issued at less than their nominal value.

In addition, any adjustment to be made will comply with the Listing Rules, any guidance/interpretation of the Listing Rules issued by the Stock Exchange from time to time, to the extent applicable.

(r) *Others*

The Pre-IPO Share Option Scheme is conditional on the Listing Committee granting approval of the listing of and permission to deal in any Shares which may be issued pursuant to the exercise of the options under the Pre-IPO Share Option Scheme and the commencement of dealings in our Shares on the Stock Exchange within eight months of the adoption of the Pre-IPO Share Option Scheme. These conditions cannot be waived by our Board or Shareholders. Application has been made to the Listing Committee for the listing of and permission to deal in Shares to be issued pursuant to the exercise of any options which have been granted under the Pre-IPO Share Option Scheme.

The rights of the grantee of an option referred to above are subject to the terms and conditions upon the option was granted. Any alterations to the terms and conditions of the Pre-IPO Share Option Scheme which are of a material nature, or any change to the terms of options granted, must be approved by our Shareholders in general meeting, except where the alterations take effect automatically under the existing terms of the Pre-IPO Share Option Scheme.

No changes to the authority of our Directors or administrator of the Pre-IPO Share Option Scheme in relation to any alteration of the terms herein shall be made, without the prior approval of our Shareholders in general meeting.

(s) *Ranking of Shares*

Shares to be allotted and issued upon the exercise of an option will be subject to the provisions of the Memorandum of Association and Articles of Association and will rank *pari passu* with the fully paid Shares in issue.

A grantee is not entitled to vote, to receive dividends or to have any other rights of a Shareholder in respect of Shares subject to an option until the option is validly exercised by the grantee. Shares are allotted or issued to the grantee and the relevant Shares are registered in the name of the grantee in accordance with the Pre-IPO Share Option Scheme.

Unless the context otherwise requires, references to “Shares” in this sub-paragraph include references to shares in the ordinary equity share capital of our Company of such nominal amount as shall result from a sub-division, consolidation, reclassification or reconstruction of the share capital of our Company from time to time.

(t) *Termination*

Our Company by ordinary resolution of our Shareholders, or our Board in its sole and absolute discretion, may at any time terminate the operation of the Pre-IPO Share Option Scheme, and in such event, no further options will be offered or granted, but in all other respects the Pre-IPO Share Option Scheme shall remain in full force and effect. Any granted but unexercised and unexpired options shall continue to be exercisable in accordance with their terms and conditions of allotment and issue after the termination of the Pre-IPO Share Option Scheme.

(u) Outstanding options granted

As at the Latest Practicable Date, options to subscribe for an aggregate of 61,651,000 Shares (representing 1.07% of the enlarged number of our Shares in issue immediately after completion of the Global Offering and the Capitalisation Issue, without taking into account any Shares which may be issued upon any exercise of the Over-allotment Option and the options which have been granted under the Pre-IPO Share Option Scheme) have been granted under the Pre-IPO Share Option Scheme to 684 grantees. The grantees comprise three Directors, seven members of the senior management of our Group, and 674 existing employees and Business Associates of our Group (who are not Directors, members of the senior management of our Group or connected persons of our Group). All the options have been granted before the Latest Practicable Date and no further options will be granted under the Pre-IPO Share Option Scheme prior to the Listing Date.

Set out below is detailed information on the grantees under the Pre-IPO Share Option Scheme:

Name of Grantee	Position within our Group	Address	Exercise price per Share	Number of Shares under the options granted	Date of Grant	Option Period	Approximate percentage of issued Shares immediately after completion of the Global Offering and the Capitalisation Issue (Note 1)	
<i>Directors of our Company</i>								
Ms. LUO Dong	Executive Director and chief supply officer	Room 801, Tower 1, 11 Street, Feng Ying Yuan, Phoenix City, Xintang, Guangzhou, Guangdong, China	HK\$3.76	4,800,000	23 September 2020	10 years from the Date of Grant	0.08%	
Mr. POON Kwok Leung	Executive Director, chief financial officer and company secretary	Flat A, 23/F, Block 13, Braemar Hill Mansions, 39 Braemar Hill Road, Hong Kong	HK\$3.76	1,000,000	23 September 2020	10 years from the Date of Grant	0.02%	
Ms. XIAO Haishan	Executive Director and chief operation officer	Room 604, 20 North Xincheng Street, Tianhe, Guangzhou, Guangdong, China	HK\$3.76	1,000,000	23 September 2020	10 years from the Date of Grant	0.02%	
				Sub-total:			6,800,000	0.12% (Note 2)

Name of Grantee	Position within our Group	Address	Exercise price per Share	Number of Shares under the options granted	Date of Grant	Option Period	Approximate percentage of issued Shares immediately after completion of the Global Offering and the Capitalisation Issue (Note 1)
<i>Senior Management of our Group</i>							
Mr. LIU Zhiqiang	General manager of the E-commerce Centre	Flat 302, Tower H, Junhao Xuan, Ascot Garden, Tianhe, Guangzhou, Guangdong, China	HK\$3.76	1,600,000	23 September 2020	10 years from the Date of Grant	0.03%
Mr. CHEN Mingliang	General manager of the Sales Centre	Flat 401, Block 1, No.8 Holiday Garden, Dalinbian Second Cross Road, Xintang Town, Zengcheng District, Guangzhou, Guangdong, China	HK\$3.76	1,000,000	23 September 2020	10 years from the Date of Grant	0.02%
Mr. ZHENG Xianglong	General manager of the Research and Development Technology Centre	Room 1803, No.45 Junfu Road, Huangpu District, Guangzhou, Guangdong, China	HK\$3.76	1,200,000	23 September 2020	10 years from the Date of Grant	0.02%
Mr. LIN Shangpeng	Head of the BM Laundry Academy	Room 101, Block 9, Jade Lvzhou Forest Peninsula, Guangzhou, Guangdong, China	HK\$3.76	1,000,000	23 September 2020	10 years from the Date of Grant	0.02%
Mr. MIN Jianhua	General manager of the Product Centre	No.21 Lulin Sixth Street, Luogang Jiedao, Huangpu District, Guangzhou, Guangdong, China	HK\$3.76	1,000,000	23 September 2020	10 years from the Date of Grant	0.02%

Name of Grantee	Position within our Group	Address	Exercise price per Share	Number of Shares under the options granted	Date of Grant	Option Period	Approximate percentage of issued Shares immediately after completion of the Global Offering and the Capitalisation Issue (Note 1)
Mr. ZENG Liqun	General manager of the Communication Centre	Room 903, Bock 4, New World Oriental, Guangzhou, Guangdong, China	HK\$3.76	720,000	23 September 2020	10 years from the Date of Grant	0.01%
Ms. XU Yuling	General manager of the public affairs department	Room 2004, No. 5 Yizheng Street, Yile Road, Guangzhou, Guangdong, China	HK\$3.76	400,000	23 September 2020	10 years from the Date of Grant	0.01%
				Sub-total:	6,920,000		0.12% (Note 2)
Other Grantees							
674 grantees including existing employees and Business Associates of our Group			HK\$3.76	47,931,000	23 September 2020	10 years from the Date of Grant	0.83%
				Total:	61,651,000		1.07% (Note 2)

Note 1: The above table assumes that the Over-allotment Option and the options under the Pre-IPO Share Option Scheme are not exercised. On every vesting date, either one-fourth of his or her option (rounded up to the nearest board lot) or 10%, 20%, 30% and 40% of his or her option (rounded up to the nearest whole board lot) during the Option Period, in each case as specified in the letter to the relevant grantees, commencing from each of the first, second, third and fourth anniversaries of the Listing Date, respectively, may be vested in the grantee, subject to the satisfaction of certain performance targets and/or the attainment or performance of milestones by any member of our Group as determined by our Board at its sole and absolute discretion. Notwithstanding the above, our Board may in its sole discretion amend the vesting schedule and vest any percentage of the underlying Shares in respect of the options under the Pre-IPO Share Option Scheme in accordance with the terms thereunder.

Note 2: The percentages above may not add up to the sub-total or total due to rounding.

As at the Latest Practicable Date, all of the options granted under the Pre-IPO Share Option Scheme had not been exercised and remained outstanding. Assuming full vesting and exercise of the outstanding options, the shareholding percentage of our Shareholders immediately following the Listing would be diluted by 1.07% as calculated based on 5,747,126,500 Shares in issue immediately following completion of the Global Offering (assuming the Over-allotment Option is not exercised) and the theoretical dilution effect on our earnings per Share would be 1.07%.

(v) Waiver and exemption obtained

Our Company has applied for and has been granted (i) a waiver from the Stock Exchange from strict compliance with the disclosure requirements under Rule 17.02(1)(b) and paragraph 27

of Appendix 1A to the Listing Rules and (ii) an exemption from the SFC under section 342A of the Companies (Winding Up and Miscellaneous Provisions) Ordinance exempting our Company from strict compliance with the disclosure requirements under section 342(1) of and paragraph 10(d) of Part I of the Third Schedule to the Companies (Winding Up and Miscellaneous Provisions) Ordinance. Further information on the waiver and the exemption is set out in the section headed “Waivers from Strict Compliance with the Listing Rules and Exemptions from Compliance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance”.

E. OTHER INFORMATION

1. Estate Duty

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

2. The Joint Sponsors

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.

Each of the Joint Sponsors will receive a fee of US\$500,000 for acting as the sponsor for the Listing.

3. Registration Procedures

The register of members of our Company will be maintained in the Cayman Islands by Conyers Trust Company (Cayman) Limited and a Hong Kong register of members of our Company will be maintained in Hong Kong by Computershare Hong Kong Investor Services Limited. Save where our Directors otherwise agree, all transfers and other documents of title to Shares must be lodged for registration with, and registered by, our Company’s branch share register in Hong Kong and may not be lodged in the Cayman Islands.

4. Preliminary Expenses

Our Company did not incur any material preliminary expenses for the purpose of the Listing Rules.

5. Promoter

Our Company has no promoter for the purpose of the Listing Rules. Within the two years immediately preceding the date of this prospectus, no cash, securities or other benefits have been paid, allotted or given to the promoters in connection with the Global Offering or the related transactions described in this prospectus.

6. Qualifications and Consents of Experts

The qualifications of the experts which have given opinions or advice which are contained in, or referred to in, this prospectus are as follows:

Name of Expert	Qualifications
China International Capital Corporation Hong Kong Securities Limited	A licenced 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
Citigroup Global Markets Asia Limited	A licenced 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), type 6 (advising on corporate finance) and type 7 (providing automated trading services) regulated activities under the SFO
Merrill Lynch Far East Limited	A licenced corporation to conduct type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities) and type 6 (advising on corporate finance) regulated activities under the SFO
PricewaterhouseCoopers	Certified Public Accountants under Professional Accountants Ordinance (Chapter 50 of the Laws of Hong Kong) Registered Public Interest Entity Auditor under Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong)
King & Wood Mallesons	PRC legal advisers
Conyers Dill & Pearman	Cayman Islands legal advisers
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Industry Consultant

Each of the parties listed above has given and has not withdrawn its written consent to the issue of this prospectus with the inclusion of its report and/or letter and/or opinion and/or references to its name included herein in the form and context in which they respectively appear.

7. Binding Effect

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

8. Bilingual Prospectus

The English language and Chinese language versions of this prospectus are being published separately, in reliance upon the exemption provided in section 4 of the Companies Ordinance (Exemption

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

The English text of this prospectus and the Application Forms shall prevail over their respective Chinese text.

9. Miscellaneous

- (a) Save as disclosed in sections headed “History, Reorganisation and Corporate Structure”, “Share Capital”, “Structure of the Global Offering” and in this Appendix V, within the two years preceding the date of this prospectus, no share or loan capital of our Company or any of its subsidiaries has been issued or has been agreed to be issued fully or partly paid either for cash or for a consideration other than cash.
- (b) Save as disclosed in the section headed “Structure of the Global Offering” and in this Appendix V, within the two years preceding the date of this prospectus, 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.
- (c) No founder, management or deferred shares of our Company or any of its subsidiaries have been issued or have been agreed to be issued.
- (d) None of the equity and debt securities of our Company is listed or dealt in on any other stock exchange nor is any listing or permission to deal being or proposed to be sought.
- (e) Our Company has no outstanding convertible debt securities or debentures.
- (f) None of the parties listed in the subsection headed “E. Other Information – 6. Qualifications and Consents of Experts”:
 - (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 securities in any member of our Group save in connection with the Underwriting Agreements.
- (g) Save as disclosed in this prospectus, within the two years immediately preceding the date of this prospectus, no commission has been paid or is payable for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription for any share in our Company or any of its subsidiaries.
- (h) Save as disclosed in this prospectus, there has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this prospectus.