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A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation

Our Company was incorporated as an exempted company with limited liability in the Cayman Islands on August 31, 2012. Our registered office address is the offices of [REDACTED], Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands. Accordingly, our Company’s corporate structure and Memorandum and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of the relevant laws and regulations of the Cayman Islands and of the Memorandum and Articles of Association is set out in the section headed “Summary of the Constitution of the Company and Cayman Companies Act” in Appendix III to this document.

We have established our principal place of business in Hong Kong at 4/F, Jardine House, 1 Connaught Place, Central, Hong Kong, and registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on May 15, 2023 under the same address. Ms. Lam Chi Ching Cecilia has been appointed as the authorized representative of our Company for the acceptance of service of process and notices on behalf of the Company in Hong Kong.

As of the date of this document, our Company’s head offices were located at 10/F, Block D11, Hongfeng Science and Technology Park, Economic and Technology Development Zone, Nanjing, China and Level 3A, West Area, Ronghui International Building, No. 42, Gaoliangqiao Xie Street, Haidian District, Beijing, China.

2. Changes in Share Capital

On August 31, 2012, our Company was incorporated with an authorized share capital of US\$50,000 divided into 50,000,000 shares of a par value of US\$0.001 each.

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

- (a) on February 24, 2022, 40,479,724 ordinary Shares, 9,487,093 ordinary Shares and 2,369,964 ordinary Shares were surrendered by Geekstar Technology Development (BVI) Co., Ltd., Huacheng International Holdings Limited and Stanislas Ltd, respectively, to our Company;
- (b) on March 25, 2022, our Company repurchased 57,902,978 ordinary Shares from ZXV Educational Co., Ltd;

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- (c) on September 28, 2022, our Company allotted and issued 69,677,483 ordinary Shares to Mobvoi Limited;
- (d) on September 28, 2022, our Company repurchased 69,677,483 ordinary Shares, 288,779,294 Series D-1 Preferred Shares and 30,940,658 Series D-2 Preferred Shares from Volkswagen Finance Luxemburg S.A.; and
- (e) on May 17, 2023, our Company cancelled 110,239,759 Treasury Shares.

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

3. Change in the share capital of our principal subsidiaries

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

The following sets out the change in the share capital of one of our principal subsidiaries during the two years immediately preceding the date of this document:

On May 15, 2023, Nanjing Xiaowen completed the registration of an increase of its registered share capital from RMB2 million to RMB2.11 million.

For details of our principal subsidiaries, please refer to the paragraph headed “History, Reorganization and Corporate Structure — Our principal subsidiaries” in this document.

Save as disclosed above, there has been no alteration in the authorized or issued share capital of any of the principal subsidiaries or operating entities of our Company within the two years immediately preceding the date of this document.

4. Reorganization

The companies comprising our Group underwent reorganization on the corporate structure of our Group in preparation for the [REDACTED] of our Shares on the Stock Exchange. Please refer to the paragraph headed “History, Reorganization and Corporate Structure — Corporate Reorganization” in this document for further details.

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5. Resolutions of the Shareholders passed on March 30, 2024

Written resolutions of our Shareholders were passed on March 30, 2024, pursuant to which, among other things:

- (a) with effect from and conditional upon the [REDACTED]:
 - (i) the current memorandum and articles of association of our Company will be replaced in its entirety with the Memorandum and Articles of Association; and
 - (ii) the rules of the [REDACTED] RSU Scheme were approved and adopted, and our Directors or any committee thereof established by our Board were authorized, at their sole discretion, to: (a) administer the [REDACTED] RSU Scheme; (b) modify/amend the [REDACTED] RSU Scheme from time to time as requested by the Stock Exchange; (c) grant awards under the [REDACTED] RSU Scheme in accordance with the terms thereof; and (d) take all such actions as they consider necessary, desirable or expedient to implement or give effect to the [REDACTED] RSU Scheme;
- (b) conditional upon the satisfaction (or, if applicable, waiver) of the conditions referred to in the paragraph headed “Structure of the [REDACTED] — Conditions of the [REDACTED]” in this document and pursuant to the terms set out therein:
 - (i) the [REDACTED] and the grant of the [REDACTED] were approved and our Directors were authorized to allot and issue such number of new Shares pursuant to the [REDACTED];
 - (ii) the [REDACTED] was approved and our Directors were authorized to implement the [REDACTED]; and
 - (iii) the Board (or any committee thereof established by the Board pursuant to the Articles) was authorized to agree to the price per [REDACTED] with the [REDACTED];

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- (c) a general unconditional mandate was granted to our Directors to allot, issue and deal with Shares or securities convertible into Shares and to make or grant offers, agreements or options which would or might require Shares to be allotted and issued or dealt with at any time subject to the requirement that the aggregate number of the Shares or the underlying Shares so allotted and issued or agreed conditionally or unconditionally to be allotted and issued, shall not exceed 20% of the aggregate number of Shares in issue immediately following completion of the [REDACTED] but before any exercise of the [REDACTED].

This mandate does not cover any Shares to be allotted, issued or dealt with under a rights issue or scrip dividend scheme or similar arrangements or a specific authority granted by our Shareholders or upon the exercise of the [REDACTED] or any options or awards granted or to be granted under the Share Incentive Schemes. This general mandate to issue Shares will remain in effect until:

- (i) the conclusion of the next annual general meeting of our Company;
- (ii) the expiration of the period within which the next annual general meeting of our Company is required to be held under the applicable laws or the Articles of Association; or
- (iii) it is varied or revoked by an ordinary resolution of our Shareholders at a general meeting of our Company,

whichever is the earliest (the "**Relevant Period**");

- (d) a general unconditional mandate was granted to our Directors to, during the Relevant Period, exercise all powers of our Company to repurchase Shares with an aggregate number of not more than 10% of aggregate number of Shares in issue immediately following the completion of the [REDACTED] (excluding Shares which may be allotted and issued upon the exercise of the [REDACTED] or under the Share Incentive Schemes). This mandate only relates to repurchase made on the Stock Exchange or on any other stock exchange on which the Shares may be [REDACTED] (and which is recognized by the SFC and the Stock Exchange for this purpose) and made in accordance with all applicable laws and regulations and the requirements of the Listing Rules; and

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- (e) the general unconditional mandate as referred to in paragraph (d) above would be extended by the addition to the aggregate number of the Shares which may be allotted and issued or agreed to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the aggregate number of the Shares repurchased by our Company pursuant to the mandate to repurchase Shares referred to in paragraph (e) above (up to 10% of the aggregate number of the Shares in issue immediately following the completion of the [REDACTED], excluding any Shares which may be allotted and issued pursuant to the exercise of [REDACTED] or under the Share Incentive Schemes).

6. Repurchase of Our Own Securities

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

(a) Provisions of the Listing Rules

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

(i) Shareholders' approval

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

Pursuant to a resolution passed by our Shareholders on March 30, 2024, the Repurchase Mandate was given to our Directors authorizing them to exercise all the powers of our Company to repurchase Shares on the Stock Exchange, or on any other stock exchange on which the securities of our Company may be [REDACTED] and which is recognized by the SFC and the Stock Exchange for this purpose, such number of Shares as will represent up to 10% of the total number of Shares in issue immediately following the completion of the [REDACTED], with such mandate to expire at the earliest of (i) the conclusion of the next annual general meeting of our Company (ii) the expiration of the period within which the next annual general meeting of our Company is required to be held by any applicable law or the Articles of Association, and (iii) the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

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(ii) Source of funds

Repurchases must be funded out of funds legally available for the purpose in accordance with the Articles of Association, the Listing Rules and the applicable laws of the Cayman Islands. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time. As a matter of Cayman law, any repurchases by the Company may be made out of profits or out of the proceeds of a new issue of shares made for the purpose of the repurchase or from sums standing to the credit of our share premium account or out of capital, if so authorized by the Articles of Association and subject to the Cayman Companies Act. Any premium payable on the repurchase over the par value of the shares to be repurchased must have been provided for out of profits or from sums standing to the credit of our share premium account or out of capital, if so authorized by the Articles of Association and subject to the Cayman Companies Act.

(iii) Trading restrictions

The total number of shares which a listed company may repurchase on the Stock Exchange is the number of shares representing up to a maximum of 10% of the aggregate number of shares in issue. A company may not issue or announce a proposed issue of new securities for a period of 30 days immediately following a repurchase (other than an issue of securities pursuant to an exercise of warrants, share options or similar instruments requiring the company to issue securities which were outstanding prior to such repurchase) without the prior approval of the Stock Exchange. In addition, a listed company is prohibited from repurchasing its shares on the Stock Exchange if the purchase price is 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Stock Exchange.

The Listing Rules also prohibit a listed company from repurchasing its securities if the repurchase would result in the number of listed securities which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange. A company is required to procure that the broker appointed by it to effect a repurchase of securities discloses to the Stock Exchange such information with respect to the repurchase as the Stock Exchange may require.

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(iv) Status of repurchased Shares

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

(v) Suspension of repurchase

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

(vi) Reporting requirements

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

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(vii) Core connected persons

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

(b) Reasons for repurchases

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

(c) Funding of repurchases

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

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

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(d) General

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

- the conclusion of the next annual general meeting of our Company;
- the expiration of the period within which the next annual general meeting of our Company is required to be held by any applicable law or the Articles of Association; or
- the time when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

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 increases, 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 the Shares then in issue could only be implemented if the Stock Exchange agreed to waive the Listing Rules requirements regarding the public shareholding referred to above. It is believed that a waiver of this provision would not normally be granted other than in exceptional circumstances.

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

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B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of material contracts

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

- (1) the termination agreement dated May 16, 2023 entered into by and among (1) Ms. Li, (2) our Company, (3) WWZN IT, (4) Mobvoi Innovation, (5) Beijing Yushanzhi, (6) Shanghai Mobvoi and (7) Beijing Xiaowen, pursuant to which, among others, the contractual arrangements between WWZN IT and Beijing Xiaowen were terminated;
- (2) the equity transfer agreement (股權轉讓協議) dated May 12, 2023 entered into by and among (1) Mobvoi IT, (2) Ms. Li and (3) Ms. Li Qinying, pursuant to which Mobvoi IT acquired the 71.09% and 5.21% equity interest of Nanjing Xiaowen from Ms. Li and Ms. Li Qinying for a consideration of RMB1.5 million and nil consideration, respectively; and
- (3) the [REDACTED].

2. Intellectual property rights

As of the Latest Practicable Date, we had registered the following intellectual property rights which are material in relation to our business.



(a) Trademarks

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

No.	Trademark	Registered owner	Place of registration	Registered number	Expiry date	Class(es)
1.	Mobvoi	WWZN IT	China	19442285	May 6, 2027	9
2.	Mobvoi	Shanghai Mobvoi	China	19443531	May 6, 2027	42
3.	Mobvoi	WWZN IT	China	28959954	February 6, 2029	9

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No.	Trademark	Registered owner	Place of registration	Registered number	Expiry date	Class(es)
4.	Mobvoi	Shanghai Mobvoi	China	28977754	January 6, 2029	42
5.	Mobvoi	WWZN IT	China	31173535	April 20, 2029	9
6.	Mobvoi	Shanghai Mobvoi	China	31185141	March 6, 2029	42
7.	Ticwatch	Shanghai Mobvoi	China	16088845	March 13, 2026	9
8.	Ticwatch	Shanghai Mobvoi	China	18206158	February 6, 2027	42
9.	TicWatch GTH	Shanghai Mobvoi	China	54402970	October 20, 2031	9
10.	TicWatch GTH	Shanghai Mobvoi	China	54377055	October 20, 2031	14
11.	TicWatch GTW	Shanghai Mobvoi	China	54383393	October 20, 2031	9
12.	TicWatch GTW	Shanghai Mobvoi	China	54402606	October 20, 2031	14
13.	TicWatch GTX	Shanghai Mobvoi	China	54389031	October 20, 2031	9
14.	TicWatch GTX	Shanghai Mobvoi	China	54406229	October 20, 2031	14
15.	TicWatch Pro	Shanghai Mobvoi	China	29282643	January 6, 2029	9
16.	TicWatch Pro	Shanghai Mobvoi	China	29283857	November 13, 2029	42
17.	出门问问	Mobvoi IT	China	24907539	June 27, 2028	9
18.	出门问问	Mobvoi IT	China	34104961	July 13, 2028	9
19.	墨百意	Shanghai Mobvoi	China	19443647	May 6, 2027	42
20.	墨百意	Shanghai Mobvoi	China	19442579	May 6, 2027	9
21.		Mobvoi IT	China	32804277	April 20, 2029	9
22.		Mobvoi IT	China	32791876	April 20, 2029	42

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No.	Trademark	Registered owner	Place of registration	Registered number	Expiry date	Class(es)
23.		Mobvoi IT	China	31139604	March 20, 2030	9
24.	小问	Beijing Yushanzhi	China	19176859	June 13, 2027	9
25.	小问	Beijing Yushanzhi	China	19176878	June 13, 2027	42
26.	小问	Beijing Yushanzhi	China	31176451	March 27, 2030	9
27.	小问	Beijing Yushanzhi	China	31190554	March 20, 2030	42
28.	羽扇智	Beijing Yushanzhi	China	19456076	May 6, 2027	9
29.	羽扇智	Beijing Yushanzhi	China	19456230	May 6, 2027	42
30.	TicWear GT	Shanghai Mobvoi	China	56894041	January 6, 2032	9
31.	Mobvoi	Shanghai Mobvoi	Hong Kong	303856708	August 1, 2026	9, 35, 38, 42
32.	Ticwatch	Shanghai Mobvoi	Hong Kong	303856753	August 1, 2026	9
33.	出门问问	Shanghai Mobvoi	Hong Kong	303856834	August 1, 2026	9
34.		Shanghai Mobvoi	Hong Kong	306118399	November 28, 2032	9, 14, 35, 38, 42
35.	Mobvoi	Shanghai Mobvoi	Russian Federation	1403036	February 11, 2028	9, 35, 38, 42
36.	Ticwatch	Shanghai Mobvoi	Russian Federation	1368038	July 5, 2027	9
37.		Mobvoi IT	Russian Federation	1484564	May 23, 2029	9, 35, 38, 42
38.	MOBVOI	Shanghai Mobvoi	Canada	TMA1059581	October 17, 2029	9, 14, 16, 35, 38, 42, 45
39.	Ticwatch	Mobvoi IT	Canada	TMA1162826	January 24, 2033	9
40.		Mobvoi IT	Canada	TMA1135558	July 26, 2032	9, 35, 38, 42

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No.	Trademark	Registered owner	Place of registration	Registered number	Expiry date	Class(es)
41.	ticwatch	Mobvoi IT	Indonesia	IDM000752896	November 23, 2028	9
42.	Mobvoi	Shanghai Mobvoi	Taiwan	01837105	April 15, 2027	9, 35, 38, 42
43.	Ticwatch	Shanghai Mobvoi	Taiwan	01834509	April 15, 2027	9
44.	出門問問	Shanghai Mobvoi	Taiwan	01834508	April 15, 2027	9
45.	出門問問	Mobvoi IT	Taiwan	01947332	October 31, 2028	9
46.	出門問問	Mobvoi IT	Taiwan	01952946	November 15, 2028	42
47.	Mobvoi	Shanghai Mobvoi	Brazil	917911741	March 10, 2030	9
48.	ticwatch	Shanghai Mobvoi	Brazil	917912420	March 10, 2030	9
49.	Mobvoi	Shanghai Mobvoi	Japan	1403036	February 11, 2028	9, 35, 38, 42
50.	Ticwatch	Shanghai Mobvoi	Japan	1368038	July 5, 2027	9
51.	Mobvoi	Shanghai Mobvoi	European Union	015700875	July 26, 2026	9, 35, 38, 42
52.	Ticwatch	Shanghai Mobvoi	European Union	1368038	July 5, 2027	9
53.		Mobvoi IT	European Union	017980075	November 1, 2028	9, 14, 35, 38, 42
54.	Mobvoi	Shanghai Mobvoi	Australia	1928952	February 11, 2028	9, 35, 38, 42
55.	Ticwatch	Shanghai Mobvoi	Australia	1989974	July 5, 2027	9
56.		Mobvoi IT	Australia	2033475	May 23, 2029	9, 35, 38, 42
57.	Mobvoi	Shanghai Mobvoi	Switzerland	1403036	February 11, 2028	9, 35, 38, 42
58.	Ticwatch	Shanghai Mobvoi	Switzerland	1368038	July 5, 2027	9
59.		Mobvoi IT	Switzerland	1484564	May 23, 2029	9, 35, 38, 42

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No.	Trademark	Registered owner	Place of registration	Registered number	Expiry date	Class(es)
60.	MOBVOI	Shanghai Mobvoi	United States	5171625	March 27, 2027	9,14
61.	Mobvoi	Shanghai Mobvoi	United States	5156112	March 6, 2027	9
62.	Mobvoi	Shanghai Mobvoi	United States	5312952	October 16, 2027	42
63.	ticwatch	Shanghai Mobvoi	United States	5175423	April 3, 2027	9,14
64.	Mobvoi	Shanghai Mobvoi	United Kingdom	1403036	February 11, 2028	9, 35, 38, 42
65.	Ticwatch	Shanghai Mobvoi	United Kingdom	1368038	July 5, 2027	9
66.		Mobvoi IT	United Kingdom	1484564	May 23, 2029	9, 35, 38, 42
67.	奇妙元	Mobvoi Innovation	China	62385717	July 13, 2032	9
68.	奇妙元	Mobvoi Innovation	China	62389154	July 13, 2032	42
69.	魔音工坊	Mobvoi Innovation	China	65043375	August 20, 2033	9
70.	DupDub	Mobvoi Innovation	China	66292345	February 20, 2033	9
71.	DupDub	Mobvoi Innovation	China	66261485	February 26, 2033	42
72.		Mobvoi Innovation	China	67288000	May 6, 2033	9
73.		Mobvoi Innovation	China	67276599	May 6, 2033	42
74.	奇妙文	Mobvoi Innovation	China	68233987	May 26, 2033	9
75.	奇妙文	Mobvoi Innovation	China	68243200	May 19, 2033	42
76.	言之畫	Mobvoi Innovation	China	68933204	June 19, 2033	9
77.	言之畫	Mobvoi Innovation	China	68928831	June 19, 2033	42
78.		Mobvoi Innovation	China	69273892	July 13, 2033	9

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No.	Trademark	Registered owner	Place of registration	Registered number	Expiry date	Class(es)
79.		Mobvoi Innovation	China	69272319	July 13, 2033	42
80.		Mobvoi Innovation	China	70581683	September 12, 2033	9
81.		Mobvoi Innovation	China	70583268	September 12, 2033	42
82.		Mobvoi Innovation	China	70584015	September 12, 2033	9
83.		Mobvoi Innovation	China	70566842	September 12, 2033	42
84.		Mobvoi Innovation	China	70779528	October 12, 2033	9
85.		Mobvoi Innovation	China	70736815	October 19, 2033	42
86.		Mobvoi Innovation	China	70838817	October 19, 2033	9
87.		Mobvoi Innovation	China	70834675	October 19, 2033	42
88.	序列猴子	Mobvoi Innovation	China	70770895	November 5, 2033	9
89.	序列猴子	Mobvoi Innovation	China	70742192	November 5, 2033	42
90.		Mobvoi Innovation	China	72170583	January 6, 2034	9
91.		Mobvoi Innovation	China	72166582	January 6, 2034	42
92.	奇妙問	Mobvoi Innovation	China	73091419	January 27, 2034	9
93.	奇妙問	Mobvoi Innovation	China	73087797	February 6, 2034	42

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(b) Patents

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

No.	Patent	Patentee	Place of registration	Patent number	Expiry date
1.	Methods and devices for identifying voice control commands for entities in the current page (識別針對當前頁面中的實體的語音控制指令的方法和裝置)	Mobvoi Innovation; Automotive Sub A	China	2015100311823	January 20, 2035
2.	Label data generation method, device, equipment and storage medium (標註數據的生成方法、裝置、設備及存儲介質)	Mobvoi IT	China	2018105804892	June 6, 2038
3.	Semantic parsing methods, device, equipment and storage media (語義解析方法、裝置、設備及存儲介質)	Mobvoi Innovation; Automotive Sub A	China	201810159585X	February 25, 2038
4.	Multi-round dialogue method and device based on topic keyword guidance (基於話題關鍵詞引導的進行多輪對話方法及裝置).	Mobvoi IT	China	2018107175043	June 28, 2038
5.	Recurrent neural network language model training methods, devices, equipment and media (遞歸神經網路語言模型訓練方法、裝置、設備及介質)	Mobvoi IT	China	2018105705079	June 4, 2038
6.	Method and device of generating reply sentences based on keywords (基於關鍵詞生成回覆語句的方法及裝置)	Mobvoi IT	China	2018110121937	August 30, 2038
7.	A filtering method and device based on fixed beamforming (一種基於固定波束形成的濾波方法及裝置)	Mobvoi IT	China	2018108283276	July 24, 2038
8.	Speech synthesis methods, devices, electronic devices and non-transient computer storage media (語音合成方法、裝置、電子設備及非暫態計算機存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2018110041538	August 29, 2038

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No.	Patent	Patentee	Place of registration	Patent number	Expiry date
9.	Speech recognition methods, devices, electronic equipment and storage media (語音識別方法、裝置、電子設備及存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2018113534772	November 13, 2038
10.	Real-time speech recognition methods, devices, equipment and storage media (實時語音識別方法、裝置、設備及存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2018113543536	November 13, 2038
11.	An acoustic model establishment, speech synthesis method, device, equipment and storage medium (一種聲學模型建立、語音合成方法、裝置、設備及存儲介質).	Mobvoi Innovation; Automotive Sub A	China	2018114089610	November 22, 2038
12.	A multi-round dialogue interactive processing method, device, electronic equipment and storage medium (一種多輪對話交互處理方法、裝置、電子設備及存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2018114469408	November 28, 2038
13.	A model generation method and device, electronic equipment and storage medium (一種模型的生成方法及裝置、電子設備及存儲介質).	Mobvoi Innovation; Automotive Sub A	China	2018114738226	December 3, 2038
14.	A rule matching method, device, equipment and storage medium (一種規則匹配方法、裝置、設備及存儲介質).	Mobvoi Innovation; Automotive Sub A	China	2018114468585	November 28, 2038
15.	A natural language parsing method, device, apparatus and storage medium (一種自然語言解析方法、裝置、設備及存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2018114595557	November 29, 2038
16.	Methods, devices, readable storage media and electronic devices for determining target assumptions (目標假設的確定方法、裝置、可讀存儲介質和電子設備).	Mobvoi Innovation; Automotive Sub A	China	2018115775720	December 19, 2038

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No.	Patent	Patentee	Place of registration	Patent number	Expiry date
17.	A method, device, system and storage medium for identifying user target request (一種識別用戶目標請求的方法、裝置、系統及存儲介質)	Mobvoi Innovation; Automotive Sub A	China	201811584393X	December 23, 2038
18.	A method, device and voice interaction system for decoupling dialogue hypothesis and execution (一種解耦對話假設並執行的方法、裝置及語音交互系統)	Mobvoi Innovation; Automotive Sub A	China	2018115844063	December 24, 2038
19.	Speech recognition methods, speech recognition devices, readable storage media and electronic devices (語音識別方法、語音識別裝置、可讀存儲介質和電子設備).	Mobvoi IT	China	2018116016366	December 25, 2038
20.	Semantic parsing methods, devices, equipment and storage media (語義解析方法、裝置、設備及存儲介質) . . .	Mobvoi IT	China	2019102848126	April 9, 2039
21.	Offline semantic recognition adjustment method, device, equipment and storage medium (離線語義識別調整方法、裝置、設備及存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2019102923150	April 12, 2039
22.	A training data selection method for dialogue system (一種對話系統的訓練數據選擇方法)	Mobvoi Innovation; Automotive Sub A	China	2019108404203	September 5, 2039
23.	A speech recognition method, electronic equipment and computer readable storage medium (一種語音識別方法、電子設備及計算機可讀存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2019109524645	October 8, 2039
24.	A multi-tone character labeling method, device and computer readable storage medium (一種多音字標注方法、裝置以及計算機可讀存儲介質)	Mobvoi IT	China	2019114215425	December 30, 2039
25.	A text processing method and device, computer storage medium and electronic equipment (一種文本處理方法和裝置、計算機存儲介質和電子設備)	Mobvoi IT	China	2019113944678	December 29, 2039

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No.	Patent	Patentee	Place of registration	Patent number	Expiry date
26.	Mixed text-to-speech conversion method and device, terminal and computer readable storage medium (混合文語轉換方法及裝置、終端和計算機可讀存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2019114214511	December 30, 2039
27.	A prosodic correction method, device and computer readable storage medium (一種韻律糾正方法、裝置以及計算機可讀存儲介質)	Mobvoi IT	China	2019113744968	December 26, 2039
28.	A data processing method, device and computer storage medium (一種數據處理方法、裝置及計算機存儲介質)	Mobvoi IT	China	2019114096958	December 30, 2039
29.	A speech acquisition method, device and computer readable storage medium (一種語音獲取方法、裝置以及計算機可讀存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2020100609392	January 18, 2040
30.	Signal processing methods, devices and headphones (信號處理的方法、裝置及耳機)	Mobvoi IT	China	2020113194443	November 22, 2040
31.	A speech recognition method, device, equipment and storage medium (一種語音識別方法、裝置、設備及存儲介質)	Mobvoi Innovation; Automotive Sub A	China	2017111402416	November 15, 2037
32.	A voice processing method and device (一種語音處理方法及裝置)	Mobvoi IT	China	2018104968221	May 21, 2038
33.	A double-talk state detection method and device (一種雙講狀態檢測方法及裝置)	Mobvoi IT	China	2018104970700	May 21, 2038
34.	An echo compression method and device, storage medium, electronic equipment (一種回聲壓縮方法及裝置、存儲介質、電子設備)	Mobvoi IT	China	2018104955058	May 21, 2038
35.	An echo suppression method and device, storage medium, electronic equipment (一種回聲抑制方法及裝置、存儲介質、電子設備)	Mobvoi IT	China	2018104955043	May 21, 2038

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No.	Patent	Patentee	Place of registration	Patent number	Expiry date
36.	Multi-beam beamforming method, device and electronic equipment (多波束波束形成的方法、裝置及電子設備)	Mobvoi IT	China	2018104964502	May 21, 2038
37.	Sleep state monitoring methods and devices (睡眠狀態的監測方法及裝置)	Mobvoi IT	China	2018107150417	June 28, 2038
38.	An adaptive beamforming method, device and system (一種自適應波束形成方法、裝置及系統)	Mobvoi IT	China	2018115715236	December 20, 2038
39.	A speech signal enhancement system, method and storage medium (一種語音信號增強系統、方法及存儲介質)	Mobvoi IT	China	2019103192218	April 18, 2039
40.	A method, device and system for obtaining the parameter matrix of spatial filter (一種空域濾波器參數矩陣的獲取方法、裝置及系統)	Mobvoi IT	China	201910425432X	May 20, 2039
41.	A near-end speech repair method and system in echo cancellation process (一種回聲消除過程中的近端語音修復方法及系統)	Mobvoi IT	China	2019101728610	March 6, 2039
42.	A speech signal processing method, device and system (一種語音信號處理方法、裝置及系統)	Mobvoi IT	China	2019101728536	March 6, 2039
43.	A speech signal positioning method, device and system based on complex environment (一種基於複雜環境的語音信號定位方法、裝置及系統)	Mobvoi IT	China	2019101905193	March 12, 2039
44.	An echo cancellation method, device, system and storage medium (一種回聲消除方法、裝置、系統及存儲介質)	Mobvoi IT	China	2019101813740	March 10, 2039
45.	Beamformer forming method, beam forming method, device and electronic equipment (波束形成器形成方法、波束形成方法、裝置及電子設備)	Mobvoi IT	China	2019109919438	October 17, 2039

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No.	Patent	Patentee	Place of registration	Patent number	Expiry date
46.	Feature extraction method, equipment and computer storage medium based on speech signal (基於語音信號的特徵提取方法、設備及計算機存儲介質)	Mobvoi IT	China	2019109768508	October 14, 2039
47.	A voice activity detection method, equipment and computer readable storage medium (一種語音活動性檢測方法、設備及計算機可讀存儲介質)	Mobvoi IT	China	2019109770315	October 14, 2039
48.	Adaptive speech synthesis methods, devices, readable storage media and computing equipment (自適應語音合成方法、裝置、可讀存儲介質及計算設備)	Suzhou Mobvoi	China	2019106616486	July 21, 2039
49.	A speech synthesis method, device, readable storage medium and computing equipment (一種語音合成方法、裝置、可讀存儲介質及計算設備)	Suzhou Mobvoi	China	2019106705649	July 23, 2039
50.	Speech recognition methods, devices, electronic equipment and computer readable storage media (語音識別方法、裝置、電子設備和計算機可讀存儲介質)	Suzhou Mobvoi	China	2019107075088	July 31, 2039
51.	A multi-speaker speech synthesis method, device and computing equipment (一種多說話人語音合成方法、裝置及計算設備)	Shanghai Mobvoi	China	2020104712231	May 27, 2040
52.	A method, apparatus and readable storage medium for determining subtitles of a video stream (一種視頻流的字幕的確定方法、裝置及可讀存儲介質)	Wuhan Mobvoi	China	202011576783X	December 27, 2040

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No.	Patent	Patentee	Place of registration	Patent number	Expiry date
53.	Method and device for detecting wireless charging receiving device placed in wireless charging transmitter (檢測無線充電接收設備置於無線充電發射機的方法及裝置) . . .	Beijing Yushanzhi	China	2016102616638	April 24, 2036
54.	A display device, screen switching method and electronic equipment (一種顯示裝置、屏幕切換方法及電子設備)	Mobvoi IT	China	2017108689463	September 21, 2037
55.	A display device, electronic equipment and screen display control method (一種顯示裝置、電子設備以及屏幕顯示控制方法)	Mobvoi IT	China	2018100775323	January 25, 2038
56.	A display device and electronic equipment (一種顯示裝置以及電子設備)	Mobvoi IT	China	2018201354859	January 25, 2038
57.	A display device and electronic equipment (一種顯示裝置和電子設備)	Mobvoi IT	China	2018201360351	January 25, 2038
58.	A display device and electronic equipment (一種顯示裝置和電子設備)	Mobvoi IT	China	2018201360027	January 25, 2038
59.	A display device, electronic equipment and screen display control method (一種顯示裝置、電子設備以及屏幕顯示控制方法)	Mobvoi IT	China	2018100786188	January 25, 2038
60.	A display device and electronic equipment (一種顯示裝置以及電子設備)	Mobvoi IT	China	2018201373756	January 25, 2038
61.	Wearable electronic device (可穿戴電子設備)	Mobvoi IT	China	2018102307455	March 19, 2038
62.	Vibration motor control system and electronic device (振動馬達控制系統及電子設備)	Mobvoi IT	China	2018105956838	June 10, 2038
63.	Vibration motor control system and electronic device (振動馬達控制系統及電子設備)	Mobvoi IT	China	2018209038332	June 10, 2038

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No.	Patent	Patentee	Place of registration	Patent number	Expiry date
64.	An optimization method, device and electronic equipment for equipment electric meter measurement (一種設備電量計計量的優化方法、裝置及電子設備)	Mobvoi IT	China	2018106127127	June 13, 2038
65.	A method and device for positioning the terminal (一種對終端進行定位的方法及裝置)	Mobvoi IT	China	2018109833127	August 26, 2038
66.	A wearable device and information display method and device for wearable devices (一種可穿戴設備及可穿戴設備的信息顯示方法及裝置)	Mobvoi IT	China	2018109835692	August 26, 2038
67.	Display apparatus (顯示裝置)	Mobvoi IT	China	2018214319514	August 30, 2038
68.	Antenna devices and wearable devices (天線裝置和可穿戴設備)	Mobvoi Innovation	China	2018111208035	September 25, 2038
69.	A charging base (一種充電底座)	Mobvoi IT	China	2019102947865	April 11, 2039
70.	Display device, display control method and electronic equipment (顯示裝置、顯示控制方法及電子設備)	Mobvoi IT	China	2019100661312	January 24, 2039
71.	Wearable device (可穿戴設備)	Mobvoi Innovation	China	2019104691779	May 30, 2039
72.	An antenna structure and a wearable device with this antenna structure (一種天線結構及具有該天線結構的可穿戴設備)	Mobvoi Innovation	China	2019107789853	August 21, 2039
73.	A method and device for transmitting low-power Bluetooth BLE data for smart watches (一種智能手錶的低功耗藍牙BLE數據的傳輸方法、裝置)	Mobvoi IT	China	2019111792859	November 26, 2039
74.	A watch device (一種手錶裝置)	Mobvoi IT	China	2019220873865	November 26, 2039
75.	An electrocardiographic measurement method and device, electronic device and computer storage medium (一種心電測量方法和裝置、電子設備和計算機存儲介質)	Mobvoi IT	China	2020102555912	April 1, 2040
76.	WATCH CASE (手錶錶殼)	Mobvoi IT	China	2022302173068	April 17, 2037

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No.	Patent	Patentee	Place of registration	Patent number	Expiry date
77.	Smart watch screen with timetable graphical user interface (帶時間表盤的圖形用戶界面的智能手錶屏幕) . . .	WWZN IT	China	2023300197429	January 29, 2038
78.	Smart watch screen with graphical user interface for health information (帶健康類信息的圖形用戶界面的智能手錶屏幕)	WWZN IT	China	2023300197359	January 29, 2038
79.	Smart watch screen with graphical user interface with tool function (帶工具功能的圖形用戶界面的智能手錶屏幕)	WWZN IT	China	2023300197310	January 29, 2038
80.	Smart watch screen with graphical user interface with motion information (帶運動類信息的圖形用戶界面的智能手錶屏幕)	WWZN IT	China	2023300197293	January 29, 2038
81.	Watch Dial (手錶錶盤)	Mobvoi IT	China	2019300445564	January 24, 2029
82.	Display apparatus, panel switching method and electronic device (顯示裝置、面板切換方法和電子裝置)	Mobvoi IT	United States	15/778,964	February 12, 2038
83.	Display apparatus, panel switching method and electronic device (顯示裝置、面板切換方法和電子裝置)	Mobvoi IT	United States	15/778,949	February 12, 2038
84.	Display apparatus, panel switching method and electronic device (顯示裝置、面板切換方法和電子裝置)	Mobvoi IT	European Union	18723659.1	February 12, 2038
85.	Display device, electronic device and display control method for screen (顯示裝置、電子裝置及屏幕顯示控制方法)	Mobvoi IT	United States	15/989,030	May 22, 2038
86.	WATCH CASE (手錶錶殼)	Mobvoi IT	European Union	008726509	October 14, 2046
87.	SMART WATCH (智能手錶)	Mobvoi IT	European Union	008671010	September 2, 2046
88.	WATCH CASE (手錶錶殼)	Mobvoi IT	European Union	008796288	December 13, 2046
89.	WATCH CASE (手錶錶殼)	Mobvoi IT	European Union	009172273	September 14, 2047

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(c) Copyrights

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

No.	Copyright	Registered owner	Registered number	Registration date
1.	DupDub 4.0 (魔音工坊軟件4.0)	Mobvoi Innovation; Beijing Xiaowen	2022SR0233848	February 16, 2022
2.	Mobvoi TicWatch OS V3.2.2 (出門問問Ticwear智能手錶操作 系統軟件V3.2.2)	Beijing Yushanzhi	2016SR082597	April 21, 2016
3.	TicWatch Health App V1.0.0 (Ticwear智能手錶健康應用軟件 V1.0.0)	Beijing Yushanzhi	2016SR115777	May 23, 2016
4.	TicWatch Phone Calls App V1.0.0 (Ticwear智能手錶通話應用軟件 V1.0.0)	Beijing Yushanzhi	2016SR115778	May 23, 2016
5.	TicWatch Voice Interaction App V1.0.0 (Ticwear智能手錶語音對話交互 應用軟件V1.0.0)	Beijing Yushanzhi	2016SR115779	May 23, 2016
6.	TicWatch Mobile App V1.0.0 (Ticwear智能手錶手機客戶端軟 件V1.0.0)	Beijing Yushanzhi	2016SR115780	May 23, 2016
7.	TicWatch Exercise App V1.0.0 (Ticwear智能手錶健身應用軟件 V1.0.0)	Beijing Yushanzhi	2016SR115781	May 23, 2016
8.	TicWatch SMS App V1.0.0 (Ticwear智能手錶短信應用軟件 V1.0.0)	Beijing Yushanzhi	2016SR115782	May 23, 2016
9.	Mobvoi Store Mobile App V1.0.0 (問問應用商店手機客戶端軟件 V1.0.0)	Beijing Yushanzhi	2016SR153291	June 23, 2016
10.	Intelligent Dialogue System 4.2 (智能對話系統4.2)	Mobvoi Innovation	2021SR0553457	April 19, 2021
11.	Wenzhen — Intelligent Anti-Fraud System 2.0.0 (問真 — 智能反欺詐系統2.0.0).	Mobvoi Innovation	2021SR0676901	May 12, 2021

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12.	Mobvoi TicWatch Face System V2.0.0 (出門問問Tic錶盤系統軟件 V2.0.0)	Mobvoi IT	2017SR727684	December 25, 2017
13.	Mobvoi Watch Face Marketplace App V2.0.0 (出門問問錶盤市場系統軟件 V2.0.0)	Mobvoi IT	2017SR728014	December 25, 2017
14.	Mobvoi TicHealth App V2.0.0 (出門問問Tic健康軟件V2.0.0)..	Mobvoi IT	2017SR728360	December 25, 2017
15.	Mobvoi Store Software V2.0.0 (問問商店軟件V2.0.0).	Mobvoi IT	2017SR728361	December 25, 2017
16.	Mobvoi TicRanking System V2.0.0 (出門問問Tic排行榜系統軟件 V2.0.0)	Mobvoi IT	2017SR728363	December 25, 2017
17.	Mobvoi TicPulse System V2.0.0 (出門問問心率系統軟件V2.0.0)	Mobvoi IT	2017SR728365	December 25, 2017
18.	Mobvoi TicVoice Search Software V2.0.0 (出門問問Tic語音搜索軟件 V2.0.0)	Mobvoi IT	2017SR728367	December 25, 2017
19.	Mobvoi Voice Memo System V2.0.0 (出門問問語音筆記系統軟件 V2.0.0)	Mobvoi IT	2017SR728864	December 26, 2017
20.	Mobvoi Timer System V2.0.0 (出門問問定時器系統軟件 V2.0.0)	Mobvoi IT	2017SR732835	December 26, 2017
21.	Mobvoi Weather System V2.0.0 (出門問問天氣系統軟件V2.0.0)	Mobvoi IT	2017SR732852	December 26, 2017
22.	Mobvoi VPA Device Module Software V6.1.0 (出門問問VPA設備模塊軟件 V6.1.0)	Mobvoi IT	2018SR720610	September 6, 2018

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23.	Mobvoi App Store Software V1.3.2 (問問應用商店軟件V1.3.2)	Mobvoi IT	2018SR306616	May 4, 2018
24.	Mobvoi TicAlarm Software V2.0.0 (出門問問Tic鬧鐘軟件V2.0.0) . .	Mobvoi IT	2018SR306921	May 7, 2018
25.	TicWatch (IOS) Mobile Assistant Software 1.0.0 (TicWatch (IOS版)手機助手軟件1.0.0)	Mobvoi IT	2018SR306923	May 7, 2018
26.	Mobvoi TicExercise Software V2.0.0 (出門問問Tic運動軟件V2.0.0) . .	Mobvoi IT	2018SR306972	May 7, 2018
27.	Mobvoi Stopwatch Software V2.0.0 (出門問問秒錶軟件V2.0.0)	Mobvoi IT	2018SR433973	June 8, 2018
28.	TicWatch (Android) Mobile Assistant Software 1.0.0 (TicWatch (Android版) 手機助手軟件1.0.0)	Mobvoi IT	2018SR433980	June 8, 2018
29.	Mobvoi VPA Cardflow Software V6.1.0 (出門問問VPA卡片流軟件V6.1.0)	Mobvoi IT	2018SR721934	September 7, 2018
30.	Mobvoi VPA Voice Software V6.1.0 (出門問問VPA語音軟件V6.1.0).	Mobvoi IT	2018SR722022	September 7, 2018
31.	Wenyan — Intelligent Customer Service System 2.5.0 (問言 — 智能客服系統2.5.0) . .	Mobvoi IT	2018SR973773	December 4, 2018
32.	Voice Memo Software V1.0.0 (語音記事本軟件V1.0.0)	Mobvoi IT	2019SR0279891	March 26, 2019
33.	Earbuds Platform IOS Software V1.0.0 (耳機小平台IOS版本軟件V1.0.0)	Mobvoi IT	2019SR0279908	March 26, 2019

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34.	Wenzhen — Intelligent Anti-Fraud Voice Investigation System 3.7.2 (問偵 — 智能反欺詐語音調查系統3.7.2)	Mobvoi IT	2019SR1324765	December 10, 2019
35.	Mobvoi Hot Words Triggering Android App 1.0.5 (出門問問熱詞檢測安卓應用軟件1.0.5)	Mobvoi IT	2020SR0923306	August 13, 2020
36.	Xiaowen Secretary Software 1.13 (小問秘書軟件1.13)	Mobvoi IT	2020SR0965460	August 21, 2020
37.	Mobvoi JSON Conversion System 1.0.0 (出門問問JSON格式轉換系統1.0.0)	Suzhou Mobvoi; Automotive Sub A	2021SR1816441	November 22, 2021
38.	DeepQA System 1.0 (深度問答系統1.0)	Suzhou Mobvoi; Automotive Sub A	2021SR1816442	November 22, 2021
39.	Mobvoi Deep Learning Model Conversion Software 1.1.0 (出門問問深度學習模型轉換軟件1.1.0)	Wuhan Mobvoi; Automotive Sub A	2021SR1816443	November 22, 2021
40.	Mobvoi Data-driven NLU Model Automatic Optimization System 1.0.0 (出門問問數據驅動自然語言理解模型自動優化系統1.0.0)	Suzhou Mobvoi; Automotive Sub A	2021SR1816444	November 22, 2021
41.	Multi-Engine Dialogue Management System 1.0.0 (基於多引擎架構的對話管理系統1.0.0)	Suzhou Mobvoi; Automotive Sub A	2021SR1816445	November 22, 2021
42.	Mobvoi Hot Words Triggering System 1.0.5 (出門問問熱詞檢測系統1.0.5)	Mobvoi IT; Automotive Sub A	2021SR1816446	November 22, 2021
43.	Mobvoi NLG System 1.0.0 (出門問問自然語言生成系統1.0.0)	Suzhou Mobvoi; Automotive Sub A	2021SR1816447	November 22, 2021

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44.	AI Skills Creation And Sharing Platform 1.0 (AI技能創建與分享平台1.0) . . .	Suzhou Mobvoi; Automotive Sub A	2021SR1816448	November 22, 2021
45.	Mobvoi FSM NLP Machine Learning Platform 1.0.0 (出門問問基於有限狀態機的NLP機器學習平台1.0.0)	Suzhou Mobvoi; Automotive Sub A	2021SR1816449	November 22, 2021
46.	Mobvoi Dialogue Management System V3.0 (出門問問對話管理系統V3.0) . .	Mobvoi Innovation; Automotive Sub A	2021SR1816450	November 22, 2021
47.	Mobvoi Dialogue Anti-spam System 1.0.0 (出門問問對話反垃圾系統1.0.0)	Wuhan Mobvoi; Automotive Sub A	2021SR1816451	November 22, 2021
48.	Mobvoi Key-Value Pair NLU System 1.0.0 (出門問問Key-Value Pair自然語言理解系統1.0.0).	Wuhan Mobvoi; Automotive Sub A	2021SR1816452	November 22, 2021
49.	Single-Entity-Single-Relation Question Answering KGQA System 1.0 (解決單實體單關係型問題的KGQA系統1.0).	Wuhan Mobvoi; Automotive Sub A	2021SR1816453	November 22, 2021
50.	Mobvoi Voice Recognition Platform 3.0.0 (出門問問語音識別平台3.0.0) . .	Mobvoi IT; Automotive Sub A	2021SR1816454	November 22, 2021
51.	Mobvoi Speech Synthesis Platform 2.5.0 (出門問問語音合成平台2.5.0) . .	Mobvoi IT; Automotive Sub A	2021SR1816455	November 22, 2021
52.	TicHear Voice Interaction Signal Processing Software 1.0 (TicHear語音交互信號處理軟件1.0)	Mobvoi IT; Automotive Sub A	2022SR0702200	June 6, 2022
53.	Tichear Voice Call Signal Processing Software 1.0 (TicHear語音通話信號處理軟件1.0)	Mobvoi IT; Automotive Sub A	2022SR0702248	June 6, 2022

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54.	TicSleep Software V1.1.1 (小問睡眠檢測軟件V1.1.1)	Shanghai Mobvoi	2019SR0202487	March 1, 2019
55.	Home Answering Machine Software V1.0.0 (家庭留言機軟件V1.0.0)	Shanghai Mobvoi	2019SR0281233	March 26, 2019
56.	Mobvoi Intelligent Voice Search Mobile Software V1.0 (出門問問智能移動語音搜索 軟件V1.0)	Shanghai Yushanzhi	2013SR086588	August 19, 2013
57.	HELM — Voice Recognition Model Management and Training Platform 1.0 (HELM — 語音識別模型管理 訓練平台1.0)	Suzhou Mobvoi	2019SR0788240	July 30, 2019
58.	Entity Abbreviation Backstage Management System 1.0.0 (實體簡稱後台管理系統1.0.0) . . .	Suzhou Mobvoi	2019SR0788246	July 30, 2019
59.	Brighton — Voice Recognition Model Testing Platform 1.0 (Brighton — 語音識別模型測試 平台1.0)	Suzhou Mobvoi	2019SR0788258	July 30, 2019
60.	NNLM Model Training System 1.0.0 (神經網絡語言模型訓練系統 1.0.0)	Suzhou Mobvoi	2019SR0794993	July 31, 2019
61.	NLU Model Automatic Training System 1.5.0 (自然語言理解模型自動訓練 系統1.5.0)	Suzhou Mobvoi	2019SR0795003	July 31, 2019
62.	Entity Abbreviation Application System 1.0.0 (實體簡稱應用系統1.0.0)	Suzhou Mobvoi	2019SR0795027	July 31, 2019
63.	Natural Language Model Training and Release Platform 1.0.0 (自然語言模型訓練發佈平台 1.0.0)	Suzhou Mobvoi	2019SR0838325	August 13, 2019

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64.	TTS Subjective Testing Platform 1.0.0 (TTS主觀測試平台1.0.0)	Suzhou Mobvoi	2019SR0920256	September 4, 2019
65.	Knowledge-based and Springboot Question Answering System 1.5.0 (基於知識圖譜和Springboot的問答系統1.5.0)	Suzhou Mobvoi	2019SR0920267	September 4, 2019
66.	Voice Recognition Error Correction on Multiple Candidates System 1.0.0 (基於候選集的語音識別糾錯系統1.0.0)	Suzhou Mobvoi	2019SR0984492	September 24, 2019
67.	Closed-loop Chat Logs System 1.0.0 (閒聊日誌閉環系統1.0.0)	Suzhou Mobvoi	2019SR1077182	October 24, 2019
68.	Mobvoi Face Recognition Service System 2.2.0 (出門問問人臉識別服務系統2.2.0)	Suzhou Mobvoi	2019SR1446856	December 27, 2019
69.	Voice Recognition Result Entity Expansion System 1.0.0 (語音識別結果實體擴充系統1.0.0)	Suzhou Mobvoi	2020SR0269984	March 18, 2020
70.	Mobvoi New Retail Data Management Backstage Software 1.0.0 (問問新零售數據管理後台軟件1.0.0)	WWZN IT	2018SR1028902	December 18, 2018
71.	Mobvoi New Retail Management Platform 1.0.0 (出門問問新零售管理平台1.0.0)	WWZN IT	2018SR1028912	December 18, 2018
72.	Mobvoi VPA Cardflow Software V8.0.0 (出門問問VPA卡片流軟件V8.0.0)	WWZN IT	2018SR1038662	December 19, 2018

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No.	Copyright	Registered owner	Registered number	Registration date
73.	Mobvoi VPA Device Software V8.0.0 (出門問問VPA設備軟件V8.0.0).	WWZN IT	2018SR1038670	December 19, 2018
74.	Mobvoi VPA Community Software V8.0.0 (出門問問VPA社區軟件V8.0.0).	WWZN IT	2018SR1039048	December 19, 2018
75.	Mobvoi VPA Voice Software V8.0.0 (出門問問VPA語音軟件V8.0.0).	WWZN IT	2018SR1039068	December 19, 2018
76.	Xiaowen Store Software V1.0.0 (小問商店軟件V1.0.0)	WWZN IT	2019SR0279971	March 26, 2019
77.	Earbuds Platform Android Software V1.0.0 (耳機小平台Android版本軟件V1.0.0)	WWZN IT	2019SR0279924	March 26, 2019
78.	TicWatch NegativeScreen Software V1.0.0 (出門問問手錶負一屏軟件V1.0.0)	Wuhan Mobvoi	2019SR0279987	March 26, 2019
79.	TicPods Triggering VPA Software V1.0.0 (出門問問耳機喚醒VPA軟件V1.0.0)	Wuhan Mobvoi	2019SR0281254	March 26, 2019
80.	Virtual Character Cloning System 2.0.0 (數字人克隆系統2.0.0)	Shanghai Mobvoi	2023SR0177538	January 31, 2023
81.	Moyin Workshop Software V1.4.5 (魔音工坊軟體V1.4.5)	Mobvoi Innovation; Beijing Xiaowen	2024SR0429140	March 15, 2024
82.	3D Virtual Live Broadcast Software V1.0.1 (3D虛擬直播軟體V1.0.1)	Mobvoi Innovation	2023SR1266720	October 19, 2023
83.	Firefly Software V1.0 (迎火蟲軟體V1.0)	Mobvoi Innovation	2023SR1266718	October 19, 2023
84.	Bizcard365 Digital Marketing Platform V1.0 (元創邦數字行銷平臺V1.0)	Mobvoi Innovation	2023SR1266714	October 19, 2023
85.	Qi Miao Wen Software V1.0 (奇妙文軟體V1.0)	Mobvoi Innovation	2023SR0975113	August 24, 2023

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86.	Ask365 Interactive Digital Human Generation System V1.0 (奇妙問互動數位人生成系統 V1.0)	Shanghai Mobvoi	2023SR1718076	December 21, 2023
87.	Ycxcool Dial SAAS Platform V1.0 (元創秀錶盤SAAS平臺V1.0) . . .	Beijing Xiaowen; Shanghai Mobvoi	2023SR1208114	October 10, 2023
88.	Weta365 Video System V2.0.0 (奇妙元視頻系統V2.0.0)	Beijing Xiaowen; Shanghai Mobvoi	2023SR1208103	October 10, 2023

3. Domain names

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

No.	Domain name	Registered owner	Registration date	Expiry date
1.	ticstore.com	Beijing Yushanzhi	February 17, 2015	February 17, 2025
2.	ticwear.com	Beijing Yushanzhi	November 12, 2014	November 12, 2024
3.	weta365.com	Nanjing Xiaowen	April 21, 2022	April 21, 2024
4.	chumenwenwen.com .	Shanghai Yushanzhi	May 16, 2013	May 16, 2024
5.	chumenwenwen.net . .	Shanghai Yushanzhi	September 13, 2013	September 13, 2024
6.	mobvoi.com	Shanghai Yushanzhi	August 23, 2012	August 23, 2024
7.	heytico.ai	Shanghai Mobvoi	April 30, 2020	April 30, 2024
8.	malayuan.com	Nanjing Xiaowen	January 10, 2022	January 10, 2025
9.	mobvoi.ai	Shanghai Mobvoi	August 20, 2018	August 20, 2024
10.	mobvoi.com.tw	Shanghai Mobvoi	November 10, 2017	November 10, 2024
11.	mobvoi.tw	Shanghai Mobvoi	April 28, 2016	April 28, 2024
12.	mobvoi-inc.com	Shanghai Mobvoi	July 20, 2018	July 20, 2024
13.	tickasa.com	Shanghai Mobvoi	May 24, 2018	May 24, 2024
14.	ticwatch.cn	Beijing Yushanzhi	November 10, 2014	November 10, 2024
15.	ticwatch.com.tw	Shanghai Mobvoi	November 10, 2017	November 10, 2024
16.	ticwatch.tw	Shanghai Mobvoi	November 10, 2017	November 10, 2024
17.	ticwear.net	Beijing Yushanzhi	November 12, 2014	November 12, 2024
18.	tiktime.net	Beijing Yushanzhi	November 10, 2014	November 10, 2024
19.	aiask365.com	Beijing Yushanzhi	October 11, 2023	October 11, 2024
20.	mobvoiaigc.com	Mobovi IT	December 18, 2023	December 18, 2024

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

C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Disclosure of interests

Immediately following completion of the [REDACTED] (assuming (i) the [REDACTED] is not exercised; and (ii) each Preferred Share is converted into one Share, without taking into account any Shares that may be issued under the [REDACTED] Share Option Scheme), so far as our Directors are aware, the interests or short positions of our Directors and the chief executives in any Shares, underlying shares and debentures of our Company or any associated corporations (within the meaning of Part XV of the SFO), which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which have been taken or deemed to have been taken under such provisions of the SFO) or which will be required, pursuant to Section 352 of the SFO, to be entered in the register or which will be required to be notified to our Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in the Listing Rules, will be as follows:

(i) Interests of our Directors in the Shares of our Company

<u>Name of Director or chief executive</u>	<u>Nature of interest</u>	<u>Number of Shares</u>	<u>Approximate percentage of interest in our Company immediately after the [REDACTED]</u>
Dr. Li ⁽²⁾	Interest in controlled corporation/ Interest of concert parties	460,643,777	[REDACTED]%
Ms. Li ⁽³⁾	Interest in controlled corporation/ Interest of concert parties	460,643,777	[REDACTED]%

Note:

(1) An interests stated are long positions.

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- (2) Mobvoi AGI Limited is held as to 99% by AGI Limited, which is wholly-owned by AGI Management Limited, and as to 1% by Mobvoi Limited, which is wholly-owned by Dr. Li. AGI Management Limited is entirely held by Suntera Corporate Trustees (Hong Kong) Limited, the trustee of Dr. Li Family Trust, which was established by Dr. Li as the settlor and protector with Mobvoi Limited as the beneficiary. By virtue of the SFO, Dr. Li is deemed to be interested in all the [REDACTED] Shares held by Mobvoi AGI Limited. On the other hand, as Dr. Li, Ms. Li and Dr. Lei have been acting in concert since December 1, 2019, Dr. Li, Mobvoi Limited, AGI Management Limited, AGI Limited and Mobvoi AGI Limited are deemed to be interested in all the [REDACTED] Shares and [REDACTED] Shares in which Ms. Li and Dr. Lei are interested, respectively.
- (3) CMWW AGI Limited is held as to 99% by Wen&Hui Limited, which is wholly-owned by W&H Management Limited, and as to 1% by CMWW Limited, which is wholly-owned by Ms. Li. W&H Management Limited is entirely held by Suntera Corporate Trustees (Hong Kong) Limited, the trustee of Ms. Li Family Trust, which was established by Ms. Li as the settlor and protector with CMWW Limited as the beneficiary. By virtue of the SFO, Ms. Li is deemed to be interested in all the [REDACTED] Shares held by CMWW AGI Limited. On the other hand, as Dr. Li, Ms. Li and Dr. Lei have been acting in concert since December 1, 2019, Ms. Li, CMWW Limited, W&H Management Limited, Wen&Hui Limited and CMWW AGI Limited are deemed to be interested in all the [REDACTED] Shares and [REDACTED] Shares in which Dr. Li and Dr. Lei are interested, respectively.

(ii) Interests and short positions discloseable under Divisions 2 and 3 of Part XV of SFO

For information on the persons who will, immediately following the completion of the [REDACTED] (assuming (i) the [REDACTED] is not exercised; and (ii) each Preferred Share is converted into one Share, without taking into account any Shares that may be issued under the [REDACTED] Share Option Scheme), have interests or short positions in our Shares or underlying Shares which would be required to be disclosed to our Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, see the section headed “Substantial Shareholders” in this document.

Save as disclosed in the section headed “Substantial Shareholders” in this document, as of the Latest Practicable Date, our Directors were not aware of any persons who would, immediately following the completion of the [REDACTED] (assuming (i) the [REDACTED] is not exercised; and (ii) each Preferred Share is converted into one Share, without taking into account any Shares that may be issued under the [REDACTED] Share Option Scheme), having or be deemed or taken to the beneficial interests or short position in our Shares or underlying Shares which would fall to be disclosed to our Company under the provisions of 2 and 3 of Part XV of the SFO, or directly or indirectly be interested in 10% or more of the issued voting shares of any member of our Group or had option in respect of such capital.

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2. Directors’ service contracts and appointment letters

Executive Directors

Each of our executive Directors has entered into a service contract with our Company. Pursuant to the service contracts, they agreed to act as executive Directors for an initial term of three years with effect from the date the appointment is approved by the Board or until the third annual general meeting of our Company after the [REDACTED] (whichever is earlier). Either party has the right to give not less than three months’ written notice to terminate the agreement. Details of the Company’s remuneration policy is described in section headed “Directors and Senior Management — Remuneration of Our Directors and Senior Management.”

Independent non-executive Directors

Each of our independent non-executive Directors has entered into an appointment letter with our Company. The initial term of their appointment shall be three years from the date of this document or until the third annual general meeting of the Company after the [REDACTED], whichever is earlier, (subject to retirement as and when required under the Articles of Association) until terminated in accordance with the terms and conditions of the appointment letter or by either party giving to the other not less than three months’ prior notice in writing.

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

3. Directors’ remuneration

The remuneration of our Directors are paid in the form of salaries and other emoluments, discretionary bonuses, share-based payments and retirement scheme contributions. The aggregate amount of remuneration (including salaries and other emoluments, discretionary bonuses, share-based payments and retirement scheme contributions) of our Directors for the years ended December 31, 2021, 2022 and 2023 was RMB2.8 million, RMB3.1 million and RMB13.0 million, respectively.

Under the arrangement currently in force, the total remuneration (including salaries and other emoluments, discretionary bonuses, share-based payments and retirement scheme contributions) payable to our Directors for the year ending December 31, 2024 is estimated to be RMB12.4 million.

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4. Disclaimers

Save as disclosed in the sections headed "Directors and Senior Management", "Relationship with Our Controlling Shareholders", "Substantial Shareholders" and the paragraph headed "— C. Further Information about our Directors and Substantial Shareholders" above:

- (a) there are no existing or proposed service contracts (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)) between the Directors and any member of the Group;
- (b) none of the Directors or the experts named in the section headed "— E. Other Information — 8. 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 document, acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;
- (c) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any Shares in or debentures of the Company within the two years ended on the date of this document;
- (d) save in connection with the [REDACTED], none of the Directors nor the parties listed in the paragraph headed "— E. Other Information — 8. Qualifications and Consents of Experts" below is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of the Group;
- (e) so far as is known to any Director or chief executive of the Company, no other person (other than a Director or chief executive of the Company) will, immediately following completion of the [REDACTED], have interests or short positions in the Shares and underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or (not being a member of the Group), be interested, directly or indirectly, in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of the Group; and

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- (f) none of the Directors or chief executive of the Company has any interests or short positions in the Shares, underlying shares or debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered into the register referred to therein, or will be required, pursuant to the Model Code for Securities Transaction by Directors of Listed Issuers, to be notified to the Company and the Stock Exchange once the Shares are [REDACTED] thereon.

D. SHARE INCENTIVE SCHEMES

1. [REDACTED] Share Option Scheme

The following is a summary of the principal terms of the [REDACTED] Share Option Scheme. The terms of the [REDACTED] Share Option Scheme are not subject to the provisions of Chapter 17 of the Listing Rules as no option will be granted under the [REDACTED] Share Option Scheme after the [REDACTED].

(a) Purpose

The purpose of the [REDACTED] Share Option Scheme is to reward the participants for their contributions in the development of our Group, and to encourage them to contribute to the growth and development of our Company for the benefit of our Company and its Shareholders as a whole.

(b) Selected Participants

Persons (the “**selected participants**”) eligible to participate in the [REDACTED] Share Option Scheme include Directors, employees, officers and consultants of the Group, and other individuals, as determined, authorized and approved by the Board or a committee authorized by the board (the “**Administrator**”).

(c) Administration

The Administrator is the administrator of such scheme and shall have the exclusive right to determine all the matters with respect to the awards under the [REDACTED] Share Option Scheme, including, among others, (i) determine the number of options to be granted and the number of underlying Shares to which an option will relate; and (ii) determine the terms and conditions of any options granted pursuant to the [REDACTED] Share Option Scheme.

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(d) Option grants

The Administrator is authorized to grant options to purchase the number of Shares at the exercise price and in accordance with the vesting schedule as determined by the Administrator in its sole discretion. Each selected participant shall enter into a share option agreement (the "**Share Option Agreement**") with, among others, our Company for the options granted to such person under the [REDACTED] Share Option Scheme.

(e) Rights and Restrictions attached to the options

The options are personal to each selected participant and are not assignable or transferable. The selected participants shall not have the right in any way to sell, transfer, assign, charge, mortgage, encumber or create any interest in favor of any other person over or in relation to any options, except as otherwise pre-approved by the Administrator.

A selected participant does not have any contingent interest in any Shares underlying the options unless and until such Shares are actually issued or transferred to the selected participant. Further, a selected participant may not exercise voting rights in respect of the Shares underlying the options until such Shares are issued, nor do they have any rights to any dividends.

(f) Vesting schedule

Unless as otherwise determined by the Administrator, the options under the [REDACTED] Share Option Scheme are generally vested over a period of four years commencing from the designated vesting commencement date with each 25% of the underlying Shares vested at each anniversary of the designated vesting commencement date. Our Company shall have the right to accelerate the vesting of options under certain major corporate transactions, such as the merger and acquisition.

(g) Exercise price

The exercise price per Share subject to an option shall be determined by the Administrator and shall be set forth in the Share Option Agreement. The exercise price shall not be less than 100% of the fair market value per Share on the date of granting the option. The exercise price per Share subject to an option may be amended or adjusted in the absolute discretion of the Administrator, the determination of which shall be final, binding and conclusive.

(h) Exercise of Options

A selected participant may exercise the options by delivering an exercise notice to our Company with the payment of the aggregate exercise price as to all Shares exercised, with applicable tax withholding delivered. Options that are vested and exercisable will terminate if they are not exercised within ten years from the date of grant.

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(i) Maximum number of Shares underlying the options

The aggregate maximum number of Shares underlying the options approved under the [REDACTED] Share Option Scheme is 195,974,805 ordinary Shares. As of the Latest Practicable Date, options underlying an aggregate of 155,312,405 ordinary Shares had been granted and no further options would be granted under the [REDACTED] Share Option Scheme after the [REDACTED]. Notwithstanding the provisions regarding termination of employment or service, the Administrator shall have the right to determine that any options that would otherwise terminate pursuant to such provisions be transferred to any other existing or additional selected participant or permitted transferees that the Administrator may in its sole discretion determine, and the Administrator may reflect any such determination in a written notice to such person(s).

(j) Adjustments

In the event of any share dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the Shares or the price of a Share, the Administrator shall make such proportionate adjustments, if any, as the Administrator in its discretion may deem appropriate to reflect such change.

(k) Termination

Our Company shall have the right to revoke or terminate an option at its sole discretion if (i) the employment has been terminated for cause, or (ii) the selected participant has joined or established a competing entity as determined by the Board or otherwise caused harm to any interests of the Company.

(l) Outstanding options granted

As of the Latest Practicable Date, options to 279 selected participants under the [REDACTED] Share Option Scheme with an aggregate of 151,888,010 ordinary Shares underlying such options were outstanding representing [REDACTED]% of the total enlarged issued share capital of our Company immediately following the completion of the [REDACTED] (without taking into account any Shares which may be allotted and issued pursuant to the exercise of the [REDACTED] and the Share Incentive Schemes). No consideration is paid for the grant of such options. Our Company will not grant additional options under the [REDACTED] Share Option Scheme after the [REDACTED]. Assuming full vesting and exercise of all options granted under the [REDACTED] Share Option Scheme, the shareholding of our Shareholders immediately following the completion of the [REDACTED] (assuming the [REDACTED] is not exercised and each Preferred Share is converted into one Share) would be diluted by [REDACTED]%.

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We [have applied] for, and [have been granted] an exemption from the SFC from strict compliance with the disclosure requirements under Rule 17.02(1)(b) of, and paragraph 27 of Appendix D1A to the Listing Rules, and paragraph 10 of Part I of the Third Schedule to the Companies (Winding Up and Miscellaneous Provisions) Ordinance. For details, please refer to the paragraph headed “Waivers from Strict Compliance with Requirements under the Listing Rules and Exemption from the Companies (Winding Up and Miscellaneous Provisions) Ordinance — Waiver and exemption in respect of the [REDACTED] Share Option Scheme disclosure requirements” in this document.

The table below shows the details of share options (including the options that remained outstanding and unexercised as of the Latest Practicable Date) granted to the Directors and other connected person of the Company under the [REDACTED] Share Option Scheme as of the Latest Practicable Date.

Name of the Selected Participants	Title	Address	Number of Shares underlying the Options		Date of grant	Exercise Price (US\$)	Approximate percentage of issued shares immediately after completion of the
			Outstanding ⁽¹⁾	Vesting period			[REDACTED] ⁽¹⁾
Dr. Li	Executive Director	Flat H, 24/F, Tien Sing Mansion, Sing Fai Terrace, No.1 Tai Wing Avenue, Taikoo Shing, Hong Kong	14,867,279	4 years	November 1, 2015–April 1, 2023	0.0600– 0.1200	[REDACTED]%
Ms. Li	Executive Director	Room 36A, Block 2, Victoria Center, 15 Watson Road, Tin Hau Hong Kong	14,867,279	4 years	November 1, 2015–April 1, 2023	0.0600 – 0.1200	[REDACTED]%

Note:

(1) The table above assumes that the [REDACTED] is not exercised and each Preferred Share is converted into one Share, without taking into account any Shares that may be issued under the [REDACTED] Share Option Scheme.

Rule 17.02(1)(b) of the Listing Rules requires a new applicant to disclose, among others, the details of all outstanding options and their potential dilution effect on the shareholdings upon [REDACTED]. As of the Latest Practicable Date, 277 grantees who were not Directors and other connected persons of the Company held an aggregate of 122,153,452 options that were still

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outstanding and unexercised as of the Latest Practicable Date. Such outstanding and unexercised options granted under the [REDACTED] Share Option Scheme will have a potential dilution effect on the shareholding of our Company’s Shareholders. Therefore, we set forth below the information on the outstanding and unexercised options granted under the [REDACTED] Share Option Scheme as of the Latest Practicable Date to enable potential investors to assess the potential dilution effect on their shareholding by these outstanding and unexercised options.

Name of the Selected Participants	Number of Shares underlying the Options outstanding	Vesting Period	Dates of Grant	Exercise Price (US\$)	Approximate percentage of issued shares immediately after completion of the [REDACTED] ⁽¹⁾
273 employees/former employees	107,115,848	4 years	April 1, 2013– April 1, 2023	0.0045–0.1200	[REDACTED]
4 consultants	15,037,604	4 years	April 1, 2013– June 1, 2021	0.0045–0.1200	[REDACTED]

Note:

(1) The table above assumes that the [REDACTED] is not exercised and each Preferred Share is converted into one Share, without taking into account any Shares that may be issued under the [REDACTED] Share Option Scheme.

2. [REDACTED] RSU Scheme

The following is a summary of the principal terms of the [REDACTED] RSU Scheme conditionally approved and adopted in compliance with the provisions of Chapter 17 of the Listing Rules by resolutions of our Shareholders dated March 30, 2024.

(a) Purpose of the [REDACTED] RSU Scheme

The purposes of the [REDACTED] RSU Scheme are: (i) to provide the selected participants (as set out in paragraph (f) below) with an opportunity to acquire a proprietary interest in the Company; (ii) to encourage and retain such individuals to work with our Group; (iii) to provide additional incentive for them to achieve performance goals; (iv) to attract suitable personnel for further development of our Group; and (v) to motivate the selected participants to maximize the value of our Company for the benefits of both the selected participants and our Company, with a view to achieving the objectives of increasing the value of our Company and aligning the interests of the selected participants directly with the Shareholders through ownership of Shares.

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(b) Conditions and present status

The [REDACTED] RSU Scheme shall become effective upon the commencement of trading of the Shares on the Stock Exchange.

(c) Award

An award (“**Award**”) of the Shares under the [REDACTED] RSU Scheme (“**Award Shares**”) gives a selected participant in the [REDACTED] RSU Scheme a conditional right, when the Award Shares vest, to obtain Shares as determined by the Board or the administration committee authorized and established by the Board (the “**Administration Committee**”) in its absolute discretion.

(d) [REDACTED] RSU Mandate Limit

The maximum aggregate number of Award Shares which may be granted pursuant to the [REDACTED] RSU Scheme (excluding the Awards and/or the Award Shares that have lapsed in accordance with the rules of the [REDACTED] RSU Scheme) shall not exceed [REDACTED]% of the Shares in issue immediately after [REDACTED] (assuming no exercise of the [REDACTED], each Preferred Share is converted into one Share and without taking into account any Shares that may be issued under the [REDACTED] Share Option Scheme) (the “**RSU Mandate Limit**”), subject to the refreshment pursuant to the Listing Rules requirements.

Among the RSU Mandate Limit, the maximum number of Shares which may be granted to Service Providers (as defined below) pursuant to the [REDACTED] RSU Scheme (excluding the Awards and/or Award Shares that have lapsed in accordance with the rules of the [REDACTED] RSU Scheme) shall not exceed [REDACTED]% of the Shares in issue immediately after [REDACTED] (assuming no exercise of the [REDACTED], each Preferred Share is converted into one Share and without taking into account any Shares that may be issued under the [REDACTED] Share Option Scheme) (the “**Service Provider Sublimit**”), subject to the refreshment pursuant to the Listing Rules requirements.

The aggregate number of Shares issued and to be issued in respect of all options and awards granted to a grantee (excluding any options and awards lapsed in accordance with the terms of the relevant scheme) shall not exceed 1% of the total number of the issued Shares for any 12-month period, unless a grant to that effect has been separately approved by the Shareholders in general meeting, with such grantee and his/her close associates (or associates if the grantee is a connected person) abstaining from voting.

Our Board considers that the Service Providers Sublimit is appropriate and reasonable taking into account (i) the grant of Awards to the Service Providers will be decided on a case-by-case basis based on his/her contributions to the development and growth of our Group from time to

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time; and (ii) we estimate that the percentage of the number of Award Shares that we intend to grant to the Service Providers will be less than [REDACTED]% of issued Shares of our Company as at the [REDACTED] (assuming no exercise of the [REDACTED] and each Preferred Share is converted into one Share). Our Directors consider the Service Provider Sublimit to be appropriate and reasonable given our Group's business needs and such a limit provides our Group with flexibility to provide equity incentives (instead of expending cash resources in the form of monetary consideration) to reward and collaborate with persons who are not employees or officers of our Group, but who may have expertise in their field or who may be able to provide valuable expertise or services to our Group.

(e) Refresh of the Mandate Limit

Our Company may seek approval of our Shareholders in the general meeting for refreshing the RSU Mandate Limit (including the Service Provider Sublimit) every three years after the [REDACTED] or the Shareholder approval date of the last refreshment, as the case may be. However, the RSU Mandate Limit and the Service Provider Sublimit as refreshed shall not exceed [REDACTED]% and [REDACTED]% of the total number of Shares in issue as of the date of approval of the Shareholders on the refreshment, respectively. The total number of Shares which may be issued in respect of all options and awards to be granted under all of the schemes of the Company under the scheme mandate as refreshed must not exceed [REDACTED]% of the Shares in issue as at the date of approval of the refreshed scheme mandate. Any refreshment within any three-year period must be approved by our Shareholders subject to the following or other terms under the applicable Listing Rules and laws and regulations: (i) any controlling shareholders (as defined in the Listing Rules) and their associates (or if there is no controlling shareholders, Directors (excluding the independent non-executive Directors) and the chief executive of our Company and their respective associates) must abstain from voting in favor of the relevant resolutions at the general meeting.

The Company may seek separate approval of the Shareholders in general meeting for granting Awards beyond the RSU Mandate Limit provided the Awards or underlying Award Shares in excess of the limit are granted only to participants specifically identified by our Company before such approval is sought.

(f) Selected Participants

The Board or the Administration Committee may select (i) directors and employees of our Company or any of its subsidiaries (including persons who are granted Awards under the [REDACTED] RSU Scheme as an inducement to enter into employment contracts with these companies); (ii) directors and employees of the holding companies, fellow subsidiaries or associated companies of our Company and (iii) persons (or its directors and/or employees if such person providing services is an entity) who provide services to our Group on a continuing or

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recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of our Group (excluding [REDACTED] agents, financial advisers, professional service providers such as auditors and valuers) (the “**Service Providers**”).

Our Board (including the independent non-executive Directors) is of the view that, apart from the contributions from employees and Directors of our Group, the success of our Group might also come from efforts and contributions from non-employees (including Service Providers) who have contributed to our Group or may contribute to our Group in the future. The eligibility of Service Providers to participate in the [REDACTED] RSU Scheme is consistent with the purpose of the [REDACTED] RSU Scheme, which enables our Group to preserve its cash resources and use share incentives to encourage persons outside of our Group to contribute to our Group and align the mutual interests of each party, as our Company and the Service Providers, by holding on to equity incentives, will mutually benefit from the long term growth of our Group.

(g) Duration

Subject to the fulfillment of the conditions of the [REDACTED] RSU Scheme and the termination clause, the [REDACTED] RSU Scheme shall be valid and effective for a term of 10 years from the [REDACTED] (the “[REDACTED] RSU Scheme Period”), after which no further Award shall be granted or accepted, but the provisions of the [REDACTED] RSU Scheme shall remain in full force and effect in order to give effect to the vesting and exercise of Awards granted and accepted prior to the expiration of the [REDACTED] RSU Scheme Period.

(h) Administration

The [REDACTED] RSU Scheme shall be subject to the administration of the Board and the trustee in accordance with the rules of the [REDACTED] RSU Scheme. The Board may delegate the authority to administer the [REDACTED] RSU Scheme to the Administration Committee or appoint one or more persons, entities or contractors (including without limitation the trustee) to assist in the administration of the scheme and delegate such powers and/or functions relating to the administration of the scheme as the Board thinks fit. The Board may also, in its absolute discretion, appoint any trustee to assist with the administration and vesting of the Award Shares granted pursuant to the [REDACTED] RSU Scheme. Subject to complying with the Listing Rules, the Administration Committee shall have the sole and absolute discretion to (i) interpret and construe the provisions of the scheme, (ii) determine the persons who will be granted the Awards under the scheme, the terms and conditions on which the Awards are granted and under what conditions will the Awards granted pursuant to the scheme vest, (iii) make such appropriate and equitable adjustments to the terms of the Awards granted under the scheme as it deems necessary and (iv) make such other decisions or determinations as it shall deem appropriate in the administration of the scheme. The decisions of the Board or the Administration Committee on all

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matters (save for those specifically reserved for determination by the Shareholders in accordance with the Listing Rules) arising in relation to the [REDACTED] RSU Scheme or its interpretation or effect shall be final, conclusive and binding on all relevant parties.

To satisfy the Awards after vesting, our Company may, as determined by the Board or the Administration Committee in its absolute discretion:

- (A) allot and issue new Shares to the grantee directly; and/or
- (B) allot and issue new Shares to the trustee, and/or instruct the trustee to acquire existing Shares through on-market or off-market purchases in accordance with our Company's instructions and subject to the terms and conditions of the trust deed (if any), such new and/or existing Shares to be held by the trustee on trust for the grantee and to be transferred to the grantee after vesting,

provided that (i) the trustee holding unvested Award Shares under the [REDACTED] RSU Scheme, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by applicable laws to vote in accordance with the beneficial owner's direction and such a direction is given; and (ii) to the extent any new Shares will be allotted and issued by our Company to satisfy any Award after vesting, such allotment and issue shall be subject to and conditional upon the granting of approval by the [REDACTED] for the [REDACTED] of, and permission to deal in, such number of new Shares which may fall to be allotted and issued.

(i) Grant of Awards

The Board or the Administration Committee may, from time to time in its sole and absolute discretion, select any participant to be a selected participant and make an Award to such selected participant on and subject to any terms and conditions that the Board or the Administration Committee may think fit.

(j) Acceptance of Awards

If the selected participant intends to accept the offer of grant of Award on the terms and conditions specified in the grant letter, he or she is required to sign the notice of acceptance and return it to our Company within the period and in a manner prescribed in the grant letter. Upon the receipt from the selected participant of a duly executed acceptance notice, the Award is granted to such selected participant, who then becomes a grantee pursuant to the [REDACTED] RSU Scheme.

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To the extent that the offer of Award is not accepted by any selected participant within the time period or in a manner prescribed in the grant letter, the Award shall become lapsed forthwith.

(k) *Restrictions on grants*

The Administrator shall not grant any Award Shares to any selected participant in any of the following circumstances:

- (1) after inside information (as defined under Part XIVA of the SFO) has come to the knowledge of our Company until (and including) the trading day after such inside information has been announced in accordance with the Listing Rules and the SFO;
- (2) (i) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to (and including) the publication date of the results; and (ii) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to (and including) the publication date of the results; and (iii) during any period of delay in publishing a results announcement;
- (3) where the grant of such Award would result in breach of the RSU Mandate Limit and the Service Provider Sublimit or other rules of the [REDACTED] RSU Scheme;
- (4) where the grant of such Award is prohibited under the Listing Rules or other applicable laws, regulations or regulatory rules, guidance, codes, decisions or guidelines from time to time;
- (5) where the securities laws or regulations require that a document or other offering documents be issued in respect of the grant of such Award, unless Board or the Administration Committee determines otherwise; or
- (6) in any other circumstances where the requisite approval from any applicable regulatory authorities has not been granted.

(l) *Grant to Connected Persons*

- (a) Any grant of Award to a selected participant who is a Director, chief executive or substantial Shareholder (as defined in the Listing Rules) of our Company or any of their respective associates under the [REDACTED] RSU Scheme shall be subject to the prior

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approval of the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Award) and shall otherwise be subject to compliance with the requirements of the Listing Rules.

- (b) Where any grant of Award to a Director (other than an independent non-executive Director) or chief executive of the Company, or any of their respective associates would result in the Shares issued and to be issued in respect of all Award Shares and other awards under any other share scheme of the Company or any of its subsidiaries granted (excluding any Award Shares or awards lapsed in accordance with the terms of the scheme) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Hong Kong Stock Exchange) of the Shares in issue at the relevant time, such further grant of Award Shares must be approved by the Shareholders in the general meeting in accordance with the requirements under the Listing Rules.
- (c) Where any grant of Award to an independent non-executive Director or a substantial Shareholder, or any of their respective associates, would result in the Shares issued and to be issued in respect of all options under any other share scheme of the Company or any of its subsidiaries and Award Shares granted (excluding any options and Award Shares lapsed in accordance with the terms of the scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Hong Kong Stock Exchange) of the Shares in issue, such further grant of Award Shares must be approved by the Shareholders in general meeting in accordance with the requirements under the Listing Rules.

(m) Rights attached to Award Shares

A grantee shall not have any contingent interest, including income, dividend and any other right, in the Award Shares unless and until these Shares are actually transferred to the grantee from the trustee. Furthermore, a grantee may not exercise any voting right in respect of the Award Shares prior to their vesting and exercise and, unless otherwise specified by the Administration Committee in its sole discretion in the grant letter to the grantee, nor do they have any rights to any cash or non-cash income, dividends or distributions and/or the sale proceeds of non-cash and non-scrip distributions from any Award Shares.

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(n) Award Shares to be personal to grantees

Any Award made herein shall be personal to the grantee to whom it is made and shall not be assignable other than for the purpose of vesting in his/her lawful successor. No grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favor of any other person over or in relation to the Award Shares under the [REDACTED] RSU Scheme. If a grantee makes any attempt to sell, transfer, charge, mortgage, encumber or create any interest in favor of any other person over or in relation to the Award Shares, whether voluntarily or involuntarily, the Award will immediately lapse upon the occurrence of such event.

(o) Vesting

- (1) The Board or the Administration Committee has the sole discretion to determine the vesting schedule and vesting conditions for any Award to any grantee, which may also be adjusted and re-determined by the Board or the Administration Committee from time to time provided that the vesting period for the Award Shares shall not be less than 12 months unless under specific circumstances as otherwise determined by the Board or the Administration Committee, including but not limited to such specific circumstances as permitted under applicable guidance and the Listing Rules. No general requirements for any performance target have to be achieved before the vesting of the Award Shares unless under specific circumstances as otherwise determined by the Board or the Administration Committee.
- (2) If the Board or the Administration Committee is satisfied that a grantee has satisfied the vesting conditions, the Board or the Administration Committee shall send to the grantee (or his/her legal representative or lawful successor as the case may be) a vesting notice (which may also be made through the designated online or electronic portal facilities) (the "**Vesting Notice**"). The Board or the Administration Committee shall have the sole and absolute discretion in determining whether the Award Shares shall be satisfied by Shares or cash of the equivalent value of such Award Shares at the date of vesting in the following manners:
 - (a) If the Board or the Administration Committee determines that the Award Shares shall be satisfied by Shares, after withholding or deducting any amount, actual Award Shares will be transferred to an account operated by the trustee or any other online or electronic portal facilities operated by an administrator designated by the Board or the Administration Committee in its sole and absolute discretion (the "**Nominee Account**") in which the vested Award Shares are held on behalf of the grantee. For the avoidance of doubt, unless otherwise determined by the Board or

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the Administration Committee, the Award Shares shall not be registered under the name of the grantee or transferred to any account other than the Nominee Account and shall be subject to any restrictions as set out in the Vesting Notice.

- (b) If the Board or the Administration Committee determines that the Award Shares shall be satisfied by cash of the equivalent value of such Award Shares, after withholding or deducting any amount, such amount will be transferred to the account of the respective grantee notified by the grantee to the Board or the Administration Committee in writing before the respective date of vesting.
- (3) Upon receipt of the Vesting Notice, the grantee is required to return to our Company a reply slip duly executed by him/her at least five Business Days before the date of vesting. If the Board or the Administration Committee specifies in the Vesting Notice that actual Award Shares will be transferred to the Nominee Account upon vesting, the grantee shall complete the payment of the purchase price (if any) within the specified period set out in the Vesting Notice. If any grantee fails to (i) return the reply slip at the stipulated time above to the Company, or (ii) complete the payment of the purchase price in accordance with the requirements set out in the Vesting Notice, unless otherwise determined by the Board or the Administration Committee, the Award shall automatically lapse forthwith and the Award Shares shall become lapsed Shares.

(p) Acceleration of vesting

If an offer by way of a general offer, takeover, merger, scheme of arrangement, share repurchase, voluntary winding-up or otherwise is made to all the holders of Shares (or all such holders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror) resulting in a change in control of our Company, and such offer is (i) approved by the necessary number of Shareholders at the requisite meeting or (ii) becomes or is declared unconditional (i.e. all conditions to which such transaction is subject have been satisfied) prior to the vesting of Shares in the grantee, then the Board or the Administration Committee shall, prior to the offer being approved by the requisite meeting or becoming or being declared unconditional, determine at its absolute discretion whether such Award Shares shall vest and the period within which such Shares shall vest. If the Board or the Administration Committee determines that such Award Shares shall vest, it shall notify the grantee within five Business Days after the Board or the Administration Committee has so determined that such Award Shares shall vest and the period within which such Award Shares shall vest.

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(q) Lapse of awards

- (1) If at any time, a grantee has:
 - (i) been found to be any employee who resides in any country or jurisdiction where the grant of any Award or making of any payment to him or transfer of any Award Shares vested in him to the Nominee Account under the [REDACTED] RSU Scheme would not be permitted under the laws and regulations of such country or jurisdictions or would be subject to such requirements under those laws and regulations compliance with which would be unduly burdensome or impractical and the Board considers it necessary and expedient to exclude such employee;
 - (ii) been terminated by our Company or any subsidiary for cause, including dishonesty or serious misconduct, willful disobedience or non-compliance with the terms of his/her employment or any lawful orders given by our Company or its subsidiary, incompetence or negligence in the performance of his/her duties, or doing anything in the conclusive opinion of our Company or any of its subsidiaries that adversely affects his/her ability to perform his/her duties properly, causes substantial loss to our Company or brings our Company or any of its subsidiaries into disrepute;
 - (iii) lost, whether partially or fully, his ability to perform the duties assigned by our Company for reasons other than work injury;
 - (iv) been pronounced death during his employment with our Company;
 - (v) been in breach of any agreements with our Company during his employment with our Company, including but not limited to his employment agreement, confidentiality agreement and non-competition agreement, our Company's internal rules, any clause of rules of the [REDACTED] RSU Scheme, and his professional ethics;
 - (vi) been summarily dismissed by our Company or any of its subsidiaries in so far as such grantee is an employee;
 - (vii) become bankrupt or failed to pay his/her debts within a reasonable time after they become due or has made any arrangement or composition with his/her creditors generally;
 - (viii) been in employment relationship with any person other than our Company without our Company's consent causing adverse effect to our Company's business and failing to rectify such behavior despite the Company's request;

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- (ix) been convicted for any criminal offense;
- (x) been charged, convicted or held liable for any breach of the relevant securities laws or regulations in Hong Kong or any other equivalent laws or regulations in another jurisdiction in force from time to time; or
- (xi) been under other circumstances where the Board or the Administration Committee considers that such grantee is no longer suitable to be entitled to the Award Shares or hold the Shares,

then the Award Shares shall not vest and shall automatically lapse and such grantee shall have no claim whatsoever in respect of the Award Shares.

(r) Cancellation of Awards

The Board or the Administration Committee may at its sole discretion cancel any Award that has not vested or has lapsed.

Where our Company cancels any Award granted to a grantee and makes a new grant (whether under the [REDACTED] RSU Scheme or any other share scheme(s)) to the same grantee, such new grant may only be made within the available RSU Mandate Limit approved by the Shareholders. The Award cancelled will be regarded as utilized for the purpose of calculating the RSU Mandate Limit.

(s) Reorganization of capital structure

In the event of any alternation in the capital structure of our Company, such as capitalization issue, bonus issue, rights issue, consolidation, sub-division and reduction of the share capital of our Company, subject to other provisions of the [REDACTED] RSU Scheme, corresponding adjustments (if any) shall be made to the maximum number of Shares that may be issued by our Company in respect of all the Awards and other share awards and share options to be granted pursuant to all the share schemes of our Company under the unutilized RSU Mandate Limit with reference to the total number of issued Shares as at the date immediately before and after such event and rounded to the nearest whole Share. Any corresponding adjustments shall give a grantee the same proportion of the equity capital, rounded to the nearest whole share, as that to which that grantee was previously entitled and shall be in accordance with the guidance the Stock Exchange issued from time to time. The auditors or the independent financial adviser of our Company retained for such purpose shall confirm in writing to the Directors that the adjustments satisfy the requirements under the Listing Rules.

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No alteration shall be made the effect of which would be to enable any Share to be issued at less than its nominal value, or to give the advantage of the grantees without specific prior approval of the Shareholders.

The capacity of the auditors or the independent financial advisor (as the case may be) is that of experts and not of arbitrators and their confirmation shall, in the absence of manifest error, be final and binding on our Company and the grantees. The costs of the auditors or the independent financial advisor (as the case may be) shall be borne by our Company.

(t) Amendment

The terms of the [REDACTED] RSU Scheme may be altered, amended or waived in any respect by the Board provided that such alteration, amendment or waiver shall not affect any subsisting rights of any grantee hereunder, and provisions of the [REDACTED] RSU Scheme relating to certain terms listed in the Listing Rules shall not be altered to the advantages of the grantees. No changes to the authority of the Board or the Administration Committee in relation to any alteration of the terms of the [REDACTED] RSU Scheme shall be made, without the prior approval of the Shareholders in general meeting. Any alteration, amendment or waiver to the [REDACTED] RSU Scheme of a material nature shall be approved by the Shareholders in general meeting. The [REDACTED] RSU Scheme so altered must comply with the applicable provisions of the Listing Rules. The Board shall have the right to determine whether any proposed alteration, amendment or waiver is material and such determination shall be conclusive.

Subject to compliance with the Listing Rules, any change to the terms of the Awards granted to a grantee must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or Shareholders, as the case may be, if the initial Awards were approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders, as the case may be. This requirement does not apply to the alterations taking effect automatically under the existing terms of the [REDACTED] RSU Scheme. The [REDACTED] Scheme so altered must comply with the applicable provisions of Listing Rules.

(u) Termination

The [REDACTED] RSU Scheme shall commence on the [REDACTED] and shall remain valid and effective for a period of 10 years from the [REDACTED] ("Scheme Period"). Notwithstanding anything contained to the contrary in the [REDACTED] RSU Scheme and without prejudice to any subsisting rights of any grantee and subject to the requirements under the Listing Rules, the [REDACTED] RSU Scheme can be terminated as determined by the Board or the Administration Committee at any time prior to the expiry of the Scheme Period.

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On termination of the [REDACTED] RSU Scheme, the trustee shall transfer the Award Shares to any holder as the Company may direct, unless the Company requests the Award Shares to be transferred to such other employee award scheme trust as may be selected by the Company, provided that such other employee award scheme trust selected by the Company satisfies the Articles, the Listing Rules and all applicable laws, rules and regulations.

Upon termination, no further Awards shall be granted. Our Company shall notify the trustee of such termination.

Upon receipt of the notification of termination from our Company in writing, the trustee shall vest in the grantees all Award Shares referable to the date of termination which are not vested by transferring the same held by and in the trust fund of the trust to the relevant Nominee Accounts.

E. OTHER INFORMATION

1. Estate Duty

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

2. Litigation

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

3. Joint Sponsors

Each of the Joint Sponsors has declared its independence pursuant to Rule 3A.07 of the Listing Rules. The Joint Sponsors will receive an aggregate fee of USD[REDACTED] for acting as the sponsors for the [REDACTED].

The Joint Sponsors have made an application on our behalf to the [REDACTED] for the [REDACTED] of, and permission to deal in, our Shares in issue and our Shares to be issued pursuant to the [REDACTED].

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

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4. Preliminary expenses

The Company did not incur any material preliminary expenses.

5. No material adverse change

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

6. Promoters

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

7. Taxation of holders of Share

Hong Kong

The sale, purchase and transfer of Shares registered with our Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty, the current rate charged on each of the purchaser and seller is 0.13% of the consideration or, if higher, the fair value of the Shares being sold or transferred. Profits from dealings in the Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax.

Cayman Islands

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

Consultation with professional advisors

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

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8. Qualifications and consents of experts

The following are the qualifications of the experts who have given opinions or advice which are contained in this document:

China International Capital Corporation Hong Kong Securities Limited	Licensed corporation under the SFO 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 as defined under the SFO
CMB International Capital Limited	Licensed corporation under the SFO to conduct Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities as defined under the SFO
KPMG	Certified Public Accountants Public Interest Entity Auditor Registered in accordance with the Accounting and Financial Reporting Council Ordinance
Zhong Lun Law Firm	Legal advisor to our Company as to PRC laws
Campbells	Legal advisor to our Company as to Cayman Islands laws
China Insights Industry Consultancy Limited	Independent industry consultant

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

9. Binding Effect

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

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10. Bilingual document

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

11. Miscellaneous

- (a) Save as disclosed above and in the section headed "History, Reorganization and Corporate Structure" in this document, within the two years immediately preceding the date of this document:
 - (i) neither we nor any of our major subsidiaries has issued or agreed to issue any share or loan capital fully or partly paid up either for cash or for a consideration other than cash;
 - (ii) no share or loan capital of our Company or any of our subsidiaries and operating entities is under option or is agreed conditionally or unconditionally to be put under option;
 - (iii) no commission, discounts, brokerage or other special terms have been granted in connection with the issuance or sale of any shares or loan capital of any major subsidiary and operating entities;
 - (iv) no commission has been paid or payable (except commission to sub-[REDACTED]) to any persons for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any shares of our Company or any of our major subsidiaries and operating entities;
 - (v) there is no arrangement under which future dividends are waived or agreed to be waived.

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- (b) Save as disclosed above and in the section headed “Information about this document and [REDACTED]” in this document:
- (i) no founder, management or deferred shares of our Company or any of our subsidiaries have been issued or agreed to be issued;
 - (ii) there has not been any interruption in the business of our Company which may have or have had a material adverse effect on the financial position of our Company in the 12 months immediately preceding the date of this document;
 - (iii) the principal register of members of our Company will be maintained in the Cayman Islands by [REDACTED] and a branch register of members of our Company will be maintained in Hong Kong by the Hong Kong Share Registrar. Unless our Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by our Company’s share register in Hong Kong and may not be lodged in the Cayman Islands. All necessary arrangements have been made to enable the Shares to be admitted to CCASS;
 - (iv) no company within our Group is presently listed on any stock exchange or traded on any trading system;
 - (v) our Company has no outstanding convertible debt securities or debentures;
 - (vi) none of the persons whose names are listed in the paragraph headed “— E. Other Information — 8. Qualifications and consents of experts” above is interested beneficially or non-beneficially in any shares in any member of our Group or has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for, any securities in any member of our Group; and
 - (vii) there is no restriction affecting the remittance of profits or repatriation of capital into Hong Kong and from outside Hong Kong.