

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation

Our Company was incorporated in the Cayman Islands under the Cayman Companies Act as an exempted company with limited liability on 10 December 2021. Our registered office is 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands. Accordingly, our Company’s corporate structure and our Memorandum and Articles of Association are subject to the relevant laws of the Cayman Islands. For details, please refer to the paragraph headed “Summary of our Constitution and Cayman Companies Act — 2. Articles of Association” in Appendix III to this document.

Our registered office of business in Hong Kong is 4/F, Jardine House, 1 Connaught Place, Central Hong Kong. We were registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 8 March 2022 with the Registrar of Companies in Hong Kong. Ms. Lam Chi Ching Cecilia (林芷晴) has been appointed as the authorised representative of our Company for the acceptance of service of process in Hong Kong. The address for service of process or notice is 4/F, Jardine House, 1 Connaught Place, Central, Hong Kong.

Our Company’s head office is located at 2-601, Tian An Intelligence Park, 228 Linghu Avenue, Xinwu District, Wuxi, Jiangsu, PRC.

2. Changes in share capital of our Company

As at the date of our incorporation, the authorised share capital of our Company was US\$50,000 divided into 500,000 Shares of nominal value of US\$0.1 each. The following sets out the changes in our Company’s issued share capital since the date of its incorporation:

- (a) Our Company was incorporated on 10 December 2021. The initial sole share of our Company was allotted and issued to an initial subscriber who is an Independent Third Party, which was then transferred to Ru Yi IT on the same day. A total of 99 shares were issued at par and credited as fully paid to Ru Yi IT.
- (b) Pursuant to the Shareholders’ resolutions passed on 9 March 2023, our Company subdivided each of its existing issued and unissued shares with a nominal value of US\$0.1 each, such that thereafter, the authorised share capital of our Company becomes US\$50,000 divided into 5,000,000,000 shares with a nominal value of US\$0.00001 each.
- (c) Immediately following the completion of the [REDACTED] and before the [REDACTED], the issued share capital of our Company will be US\$[REDACTED] divided into [REDACTED] Shares of nominal value of US\$0.00001 each, all fully paid or credited as fully paid and [REDACTED] Shares of a nominal value of US\$[0.00001] each will remain unissued.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Save as disclosed above and as mentioned in the paragraph headed “Statutory and General Information — A. Further Information about Our Group — 4. Written resolutions of our Shareholders passed on [●]” in Appendix IV of this section below, there has been no alteration in our registered capital within the two years immediately preceding our incorporation.

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

The subsidiaries of our Company (including our Consolidated Affiliated Entities) are listed in the Accountants’ Report set out in Appendix I to this document. The following alteration in the share capital or registered capital of our subsidiaries took place within the two years immediately preceding the date of this document:

Yun Ruitian

- (a) on 11 May 2021, Mr. Qian Haijun (錢海軍) and Ms. Zhu Haiyan (朱海燕) entered into an equity transfer agreement, pursuant to which Ms. Zhu agreed to transfer and Mr. Qian agreed to purchase 10% equity interests in Yun Ruitian at nil consideration;
- (b) on 18 October 2021, Ms. Shi Xiaorong (史曉蓉) and Mr. Qian Haijun entered into an equity transfer agreement, pursuant to which Mr. Qian agreed to transfer and Ms. Shi agreed to purchase 10% equity interests in Yun Ruitian at nil consideration;
- (c) on 16 December 2021, Jiangsu Yiru, Ms. Ke Meixian and Ms. Shi Xiaorong entered into an equity transfer agreement, pursuant to which Jiangsu Yiru acquired 90% and 10% equity interests in Yun Ruitian from its then shareholders, namely Ms. Ke Meixian and Ms. Shi Xiaorong both at nil consideration;

Shandong Dianya

- (d) on 8 October 2021, Ms. Shao Lixia (邵麗霞) acquired 20% equity interests in Shandong Dianya from Mr. Fu Chao at nil consideration;
- (e) on 17 December 2021, Cloud Factory acquired 80% and 20% equity interests in Shandong Dianya from its then shareholders, namely Ms. Liu Shumin and Ms. Shao Lixia both at nil consideration;

Shanghai Xiaojiang

- (f) on 16 August 2021, Mr. Qian Haijun acquired 100% equity interest in Shanghai Xiaojiang from its sole shareholder, Ms. Ding Wenxiu, at a consideration of RMB1;

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (g) on 11 November 2021, Ms. Ding Wenxiu acquired 100% equity interest in Shanghai Xiaojiang from its sole shareholder, Mr. Qian Haijun, at a consideration of RMB1;
- (h) on 14 December 2021, Cloud Factory acquired 100% equity interest of Shanghai Xiaojiang from its sole shareholder, namely Ms. Ding Wenxiu, at a consideration of RMB1;

Wuxi Xiankai

- (i) on 9 March 2022, AY International subscribed for 4.6% of the enlarged shareholding interest in Wuxi Xiankai at a consideration of RMB242,272;
- (j) on 1 June 2022, Wuxi Lingjingyun acquired 48.7%, 46.7% and 4.6% equity interests of Wuxi Xiankai from its then shareholders, namely Ms. Tan Yamin, Ms. Zhou Saiping and AY International at the consideration of RMB242,272;

Wuxi Lingjingyun

- (k) on 17 May 2022, Wuxi Lingjingyun was established as a wholly foreign-owned enterprise with a registered capital of RMB8,000,000 in the PRC; and
- (l) on 11 April 2023, Hainan Yunzhi acquired 1.39% of the enlarged shareholding interest in Wuxi Lingjingyun at a consideration of RMB25 million.

Except as referred to above and in the section headed “History and Reorganisation” in this document, there were no changes in the share capital of each of our Company’s subsidiaries (including our Consolidated Affiliated Entities) within the two years immediately preceding the date of this document.

4. Written resolutions of our Shareholders passed on [●]

On [●], resolutions of our Company were passed by the Shareholders pursuant to which, among other things:

- (a) with effect from and conditional upon the [REDACTED] the current memorandum and articles of association of the Company will be replaced in its entirety with the Memorandum and the Articles of Association;
- (b) our Company approved and adopted Memorandum and the Articles of Association with effect from and conditional upon the [REDACTED];
- (c) conditional upon the satisfaction (or, if applicable, waiver) of the conditions set out in the paragraph headed “Structure of the [REDACTED] — Conditions of the [REDACTED]” in this document and pursuant to the terms set out therein:

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (i) the [REDACTED] and the [REDACTED] were approved and the Directors were authorised to allot, issue and approve the transfer of such number of Shares pursuant to the [REDACTED] and the [REDACTED];
 - (ii) the [REDACTED] was approved and the Directors were authorised to implement the [REDACTED];
 - (iii) the Board (or any committee thereof established by the Board pursuant to the Articles) was authorised to agree to the price per [REDACTED] with the [REDACTED];
- (d) subject to the share premium account of our Company having sufficient balance, or otherwise being credited as a result of the issue of [REDACTED] pursuant to the [REDACTED], our Directors were authorised to allot and issue a total of [●] Shares credited as fully paid at par to the holders of Shares on the register of members of our Company at the close of business on the date immediately preceding the date on which the [REDACTED] becoming unconditional (or as they may direct) in proportion to their respective shareholdings (save that no Shareholder shall be entitled to be allotted or issued any fraction of a Share) by way of capitalisation of the sum of [●] standing to the credit of the share premium account of our Company, and the Shares to be allotted and issued pursuant to this resolution shall rank *pari passu* in all respects with the existing issued Shares;
- (e) a general unconditional mandate was granted to our Directors to allot, issue and deal with Shares or securities convertible into Shares (the “**Convertible Securities**”) or options, warrants or similar rights to subscribe for Shares or such convertible securities (the “**Options and Warrants**”), and to make or grant offers, agreements or options which might require such Shares, the Convertible Securities or the Options and Warrants 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] and the [REDACTED].

This mandate does not cover (i) 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]; and (ii) any warrants, options or similar rights to subscribe for any new Shares or any securities convertible into new Shares for cash consideration. This general mandate to issue Shares will remain in effect until:

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

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(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;

(f) a general unconditional mandate was granted to our Directors to exercise all powers of our Company to repurchase Shares with an aggregate number of not more than 10% of the aggregate number of Shares in issue immediately following the [REDACTED] and completion of the [REDACTED] (excluding Shares which may be allotted and issued upon the exercise of the [REDACTED]).

The mandate only relates to repurchases made on the Stock Exchange or on any other stock exchange on which the Shares may be listed (and which is recognised by the SFC and the Stock Exchange for this purpose) and made in accordance with all applicable laws and regulations and the requirements of the Listing Rules. This general mandate to repurchase 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; and

(g) the general unconditional mandate as referred to in paragraph (e) 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 purchased by our Company pursuant to the mandate to repurchase Shares referred to in paragraph (f) above (up to 10% of the aggregate number of the Shares in issue immediately following the [REDACTED] and completion of the [REDACTED], excluding any Shares which may be allotted and issued pursuant to the exercise of [REDACTED]);

(h) the rules of the [REDACTED] RSU Scheme were conditionally approved and adopted with effect from the [REDACTED] and Directors were authorised to take all such actions as may be necessary to implement the [REDACTED] RSU Scheme.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

5. Corporate Reorganisation

The companies comprising our Group underwent the Reorganisation in preparation for the [REDACTED] of our Shares on the Stock Exchange. For details, please refer to the section headed “History and Reorganisation” in this document.

6. Repurchases by our Company of its own Securities

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

(a) Provisions of the Listing Rules

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

(i) Shareholders’ approval

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

Pursuant to a resolution of our Company passed at an extraordinary general meeting of our Company held on [●], a general unconditional mandate (the “**Repurchase Mandate**”) was given to our Directors authorising any repurchase by our Company of Shares on the Stock Exchange or on any other stock exchange on which the securities may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, of not more than 10% of the number of Shares in issue immediately following completion of the [REDACTED] and the [REDACTED] until the conclusion of our next annual general meeting, or the date by which our next annual general meeting is required by the Articles of Association or any applicable law to be held, or the passing of an ordinary resolution by the Shareholders revoking or varying the authority given to the Directors, whichever occurs first.

(ii) Source of Funds

Repurchases must be funded out of funds legally available for the purpose in accordance with our Articles of Association and the applicable laws and regulations of the Cayman Islands. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

Subject to the foregoing, any repurchases by our Company may be made out of the profits of our Company or out of the proceeds of a fresh issue of Shares made for the purpose of the repurchase and, in the case of any premium payable on the purchase, out of the profits of our Company or from sums standing to the credit of the share premium account of our Company. Subject to the Cayman Companies Act, a repurchase may also be made out of capital.

(iii) *Trading Restrictions*

The total number of shares which a listed company may repurchase on the Stock Exchange is the number of shares representing up to a maximum of 10% of the aggregate number of shares in issue immediately after the completion of its listing. 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 our Company to issue securities which were outstanding prior to such repurchase) without the prior approval of the Stock Exchange. In addition, a listed company is prohibited from repurchasing its shares on the Stock Exchange if the purchase price is 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Stock Exchange. The Listing Rules also prohibit a listed company from repurchasing its securities if that repurchase would result in the number of listed securities which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange. A company is required to procure that the broker appointed by it to effect a repurchase of securities discloses to the Stock Exchange such information with respect to the repurchase as the Stock Exchange may require.

(iv) *Status of Repurchased Shares*

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

(v) *Suspension of Repurchase*

A listed company may not make any repurchase or securities after inside information has come to its knowledge until such time as the information has been made publicly available. In particular, during the period of one month immediately preceding the earlier of (1) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of a listed company's results for any year, half-year, quarter or any other interim period (whether or not required under the Listing Rules) and (2) the deadline for publication of an announcement of a listed company's results for any year or half-year under the Listing Rules, or quarter or any other interim period (whether or not required under the Listing Rules) and ending on the date of the

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

results announcement, the listed company may not repurchase its shares on the Hong Kong 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 following any day on which the listed company may take a purchase of securities. The report must state the total number of shares purchased the previous day, the purchase price per share or the highest and lowest prices paid for such purchases. 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 purchases, where relevant, and the aggregate prices paid.

(vii) Connected Persons

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

(b) Reasons for Repurchases

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

(c) Funding of Repurchases

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

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

There could be a material adverse impact on the working capital or gearing position of our Company (as compared with the position disclosed in this document) in the event that the repurchase mandate was to be carried out in full at any time during the share repurchase period. However, the Directors do not propose to exercise the repurchase mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for our Company.

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

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

whichever is the earliest.

(d) General

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

The 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 of the Cayman Islands. Our Company has not repurchased any Shares since our incorporation.

If, as a result of any repurchase of Shares, a Shareholder's proportionate interest in the voting rights of our Company is increased, such increase will be treated as an acquisition for the purposes of the Takeover 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, the 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.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

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

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

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of material contracts

We have entered into the following contracts (not being contracts entered into in the ordinary course of business) within the two years preceding the date of this document that are or may be material:

- (1) the exclusive business cooperation agreement dated 28 March 2023 entered into among Wuxi Lingjingyun, Cloud Factory and the Registered Shareholders, in exchange for a monthly service fee, pursuant to which Cloud Factory agreed to engage Wuxi Lingjingyun as its exclusive service provider of technical support, consultation and other services;
- (2) the exclusive business cooperation agreement dated 26 September 2023 entered into among Wuxi Lingjingyun, Jiangsu Yiru and Cloud Factory, in exchange for a monthly service fee, pursuant to which Jiangsu Yiru agreed to engage Wuxi Lingjingyun as its exclusive service provider of technical support, consultation and other services;
- (3) the exclusive business cooperation agreement dated 26 September 2023 entered into among Wuxi Lingjingyun, Shandong Dianya and Cloud Factory, in exchange for a monthly service fee, pursuant to which Shandong Dianya agreed to engage Wuxi Lingjingyun as its exclusive service provider of technical support, consultation and other services;
- (4) the exclusive business cooperation agreement dated 26 September 2023 entered into among Wuxi Lingjingyun, Yun Ruitian and Jiangsu Yiru, in exchange for a monthly service fee, pursuant to which Yun Ruitian agreed to engage Wuxi Lingjingyun as its exclusive service provider of technical support, consultation and other services;
- (5) the exclusive option agreement dated 28 March 2023 entered into among Wuxi Lingjingyun, Cloud Factory and the Registered Shareholders, pursuant to which Cloud Factory and the Registered Shareholders agreed to grant Wuxi Lingjingyun

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- an irrevocable and exclusive right to require all, without additional conditions, each of the Registered Shareholders to transfer any or all their equity interests in Cloud Factory, and Cloud Factory to transfer any or all of the assets it held, to Wuxi Lingjingyun and/or a third party designated by it, at any time and from time to time, at the lowest purchase price that is permitted by the PRC laws;
- (6) the exclusive option agreement dated 26 September 2023 entered into among Wuxi Lingjingyun, Jiangsu Yiru and Cloud Factory, pursuant to which Jiangsu Yiru and Cloud Factory agreed to grant Wuxi Lingjingyun an irrevocable and exclusive right to require, without additional conditions, Cloud Factory to transfer any or all its equity interests in Jiangsu Yiru, and Jiangsu Yiru to transfer any or all of the assets it held, to Wuxi Lingjingyun and/or a third party designated by it, at any time and from time to time, at the lowest purchase price that is permitted by the PRC laws;
- (7) the exclusive option agreement dated 26 September 2023 entered into among Wuxi Lingjingyun, Shandong Dianya and Cloud Factory, pursuant to which Shandong Dianya and Cloud Factory agreed to grant Wuxi Lingjingyun an irrevocable and exclusive right to require, without additional conditions, Cloud Factory to transfer any or all its equity interests in Shandong Dianya, and Shandong Dianya to transfer any or all of the assets it held, to Wuxi Lingjingyun and/or a third party designated by it, at any time and from time to time, at the lowest purchase price that is permitted by the PRC laws;
- (8) the exclusive option agreement dated 26 September 2023 entered into among Wuxi Lingjingyun, Yun Ruitian and Jiangsu Yiru, pursuant to which Yun Ruitian and Jiangsu Yiru agreed to grant Wuxi Lingjingyun an irrevocable and exclusive right to require, without additional conditions, Jiangsu Yiru to transfer any or all its equity interests in Yun Ruitian, and Yun Ruitian to transfer any or all of the assets it held, to Wuxi Lingjingyun and/or a third party designated by it, at any time and from time to time, at the lowest purchase price that is permitted by the PRC laws;
- (9) the equity pledge agreement dated 28 March 2023 entered into among Wuxi Lingjingyun, Cloud Factory, Jiangsu Hanju and Wuxi Bangtai, which are two of the Registered Shareholders, pursuant to which Jiangsu Hanju and Wuxi Bangtai agreed to pledge all their respective equity interests in Cloud Factory that they own, including any dividend or other benefits arising therefrom, to Wuxi Lingjingyun as a charge to guarantee the performance of contractual obligations under the Exclusive Business Cooperation Agreements, the Exclusive Option Agreements and the Powers of Attorney;
- (10) the equity pledge agreement dated 26 September 2023 entered into among Wuxi Lingjingyun, Jiangsu Yiru and Cloud Factory, pursuant to which Cloud Factory agreed to pledge all its equity interests in Jiangsu Yiru that it owns, including any dividend or other benefits arising therefrom, to Wuxi Lingjingyun as a charge to

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

guarantee the performance of contractual obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Powers of Attorney;

- (11) the equity pledge agreement dated 26 September 2023 entered into among Wuxi Lingjingyun, Shandong Dianya and Cloud Factory, pursuant to which Cloud Factory agreed to pledge all its equity interests in Shandong Dianya that it owns, including any dividend or other benefits arising therefrom, to Wuxi Lingjingyun as a charge to guarantee the performance of contractual obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Powers of Attorney;
- (12) the equity pledge agreement dated 26 September 2023 entered into among Wuxi Lingjingyun, Yun Ruitian and Jiangsu Yiru, pursuant to which Jiangsu Yiru agreed to pledge all its equity interests in Yun Ruitian that it owns, including any dividend or other benefits arising therefrom, to Wuxi Lingjingyun as a charge to guarantee the performance of contractual obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Powers of Attorney;
- (13) a power of attorney dated 28 March 2023 executed by Wuxi Bangtai and Wuxi Lingjingyun, pursuant to which Wuxi Bangtai covenanted that it irrevocably, absolutely and unconditionally appointed Wuxi Lingjingyun and any person designated by Wuxi Lingjingyun as its proxy to manage its equity interest in Cloud Factory and exercise all its shareholder’s rights in Cloud Factory;
- (14) a power of attorney dated 28 March 2023 executed by Jiangsu Hanju and Wuxi Lingjingyun, pursuant to which Jiangsu Hanju covenanted that he irrevocably, absolutely and unconditionally appointed Wuxi Lingjingyun and any person designated by Wuxi Lingjingyun as his proxy to manage its equity interest in Cloud Factory and exercise all its shareholder’s rights in Cloud Factory;
- (15) a power of attorney dated 26 September 2023 executed by Cloud Factory and Wuxi Lingjingyun, pursuant to which Cloud Factory covenanted that it irrevocably, absolutely and unconditionally appointed Wuxi Lingjingyun and any person designated by Wuxi Lingjingyun as its proxy to manage its equity interest in Jiangsu Yiru and exercise all its shareholder’s rights in Jiangsu Yiru;
- (16) a power of attorney dated 26 September 2023 executed by Cloud Factory and Wuxi Lingjingyun, pursuant to which Cloud Factory covenanted that it irrevocably, absolutely and unconditionally appointed Wuxi Lingjingyun and any person designated by Wuxi Lingjingyun as its proxy to manage its equity interest in Shandong Dianya and exercise all its shareholder’s rights in Shandong Dianya;

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (17) a power of attorney dated 26 September 2023 executed by Jiangsu Yiru and Wuxi Lingjingyun, pursuant to which Jiangsu Yiru covenanted that it irrevocably, absolutely and unconditionally appointed Wuxi Lingjingyun and any person designated by Wuxi Lingjingyun as its proxy to manage its equity interest in Yun Ruitian and exercise all its shareholder’s rights in Yun Ruitian;
- (18) an undertaking dated 28 March 2023 entered into by Mr. Sun, pursuant to which he undertakes that (i) his spouse (where applicable) does not own and does not have the right to claim any interests in the equity interest of Cloud Factory (together with any other interests therein); (ii) where applicable, in the event of his death, incapacity, bankruptcy, divorce or any other event which causes his inability to exercise his rights as a shareholder of Cloud Factory, his successors including his spouse will not, under any circumstance in any way, take any action, when such action may affect or hinder himself in performance his obligations under the Exclusive Business Cooperation Agreements, the Exclusive Option Agreements, the Equity Pledge Agreements and the Powers of Attorney; (iii) he will not directly or indirectly participate in, engage in, hold interest of or profit from any competing business or potentially competing business by utilising any information obtained in the operation of Cloud Factory and its subsidiaries; (iv) in case of potential or actual conflict of interest with Cloud Factory, Wuxi Lingjingyun or their associated companies, he will not cause any adverse impact on Cloud Factory, Wuxi Lingjingyun and their associated companies and will use his best endeavour to eliminate such conflicts in time; and (v) in case he assume directorship or senior management roles of Wuxi Lingjingyun and its associated companies, he shall assign all rights and obligations under the Powers of Attorney to Wuxi Lingjingyun or other directors or senior management members designated by Wuxi Lingjingyun;
- (19) the equity increase agreement (增資協議) dated 3 April 2023 entered into between Hainan Yunzhi as the investor, Cloud Factory and Mr. Sun as the founding shareholders and Wuxi Lingjingyun as the target company pursuant to which Hainan Yunzhi agreed to invest RMB25,000,000 in Wuxi Lingjingyun for 1.39% in the equity interest in Wuxi Lingjingyun, as enlarged by the equity increase thereunder and pursuant to which the registered capital of Wuxi Lingjingyun in increase from RMB8,000,000 to RMB8,112,867;
- (20) the Deed of Indemnity; and
- (21) the [REDACTED].

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

2. Intellectual property rights of our Group

(a) Trademarks

(i) Trademarks registered in China

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

No.	Trademark	Registered owner	Registration number	Expiry date	Class(es)
1		Jiangsu Yiru	43430186	6 December 2030	42
2		Jiangsu Yiru	58502278	6 February 2032	42
3		Shandong Dianya	52749387	13 October 2031	42
4		Cloud Factory	58708358	27 April 2032	42
5		Cloud Factory	64108645	20 December 2032	9 and 42
6		Yun Ruitian	63517842	6 December 2032	42

(ii) Trademark registered in Hong Kong

No.	Trademark	Name of applicant	Application number	Application date	Place of application	Class(es)	Status
1		Cloud Factory	305772015	15 October 2021	Hong Kong	9, 35, 38, 42	Registered
2		Cloud Factory	305772024	15 October 2021	Hong Kong	9, 35, 38, 42	Registered
3		Cloud Factory	305772006	15 October 2021	Hong Kong	9, 35, 38, 42	Registered
4	^A 云工场 ^B 雲工場	Cloud Factory	305772033	15 October 2021	Hong Kong	9, 35, 38, 42	Registered
5	CLOUD FACTORY	Cloud Factory	305772051	15 October 2021	Hong Kong	9, 35, 38, 42	Registered

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(b) Copyrights

(i) *Software copyrights*

As at the Latest Practicable Date, our Group had registered the following software copyrights which we consider to be material to our Group’s business:

<u>No.</u>	<u>Copyright</u>	<u>Registered owner</u>	<u>Registration number</u>	<u>Registration date</u>
1	Yiru Game Platform Accelerator Management System V1.0 (意如遊戲平台加速器管理系統V1.0)	Jiangsu Yiru	2018SR201547	26 March 2018
2	Cloud Factory Network Traffic Management Platform V1.2 (雲工場流量管理平台V1.2)	Cloud Factory	2017SR597829	1 November 2017
3	Cloud Factory WeChat Traffic Management Platform V1.0 (雲工場微信流量管理平台V1.0)	Cloud Factory	2017SR598253	1 November 2017
4	Cloud Factory PC Port Monitoring Platform (雲工場PC端業務監控平台V1.0)	Cloud Factory	2017SR603398	3 November 2017
5	Cloud Factory Power Grid Flash Broken Analysis Platform (雲工場電源閃斷裝置統計平台V1.0)	Cloud Factory	2017SR604599	6 November 2017
6	Cloud Factory Android Traffic Management Analysis Platform (雲工場安卓端流量管理統計平台V1.0)	Cloud Factory	2017SR605070	6 November 2017
7	Cloud Factory Web Monitoring Platform V1.0 (雲工場web端業務監控平台V1.0)	Cloud Factory	2017SR605755	6 November 2017
8	Cloud Factory Alert Device Platform V1.0 (雲工場警報裝置平台V1.0)	Cloud Factory	2017SR605761	6 November 2017
9	Cloud Factory iOS Traffic Management Analysis Platform V1.0 (雲工場iOS端流量管理統計平台V1.0)	Cloud Factory	2017SR612499	8 November 2017
10	Cloud Factory Network Connection Monitoring System V1.0 (雲工場網絡連通性監控軟件V1.0)	Cloud Factory	2018SR632015	9 August 2018
11	Cloud Factory Network Device Setting and Time-fixed Backup Software V1.0 (雲工場網絡設備配置文件定時備份軟件V1.0)	Cloud Factory	2018SR633870	9 August 2018

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

<u>No.</u>	<u>Copyright</u>	<u>Registered owner</u>	<u>Registration number</u>	<u>Registration date</u>
12	Cloud Factory IDC Network Quality Testing System V1.0 (雲工場IDC機房網絡質量檢測軟件V1.0)	Cloud Factory	2018SR645983	14 August 2018
13	Cloud Factory Network Traffic Monitoring System V1.0 (雲工場網絡流量監控軟件V1.0)	Cloud Factory	2018SR644626	13 August 2018
14	IDC Remote System and Deployment System V1.0 (IDC遠程系統部署系統V1.0)	Cloud Factory	2019SR0551186	31 May 2019
15	Internet Information Centre Network Device Monitoring System V1.0 (互聯網數據中心網絡設備監控系統V1.0)	Cloud Factory	2019SR0553510	31 May 2019
16	Corporate Private Cloud Drive Application System V1.0 (企業私有雲盤平台應用系統V1.0)	Cloud Factory	2019SR0550729	31 May 2019
17	Internet Information Centre Dynamic Smart Frequency Adjustment Software V1.0 (互聯網數據中心帶寬智能動態調整軟件V1.0)	Cloud Factory	2019SR0551167	31 May 2019
18	Internet Information Centre Device Unified Remote System and Management System V1.0 (互聯網數據中心設備統一遠程系統管理系統V1.0)	Cloud Factory	2019SR0550741	31 May 2019
19	Jiangsu Cloud Factory Micro-Corporate Display Application Platform Software V1.0 (江蘇雲工場雲微企業展示小程序平台軟件V1.0)	Cloud Factory	2020SR0700783	30 June 2020
20	Jiangsu Cloud Factory Micro-Mall Application Platform System V1.0 (江蘇雲工場雲微商城小程序平台軟件V1.0)	Cloud Factory	2020SR0726783	6 July 2020
21	Jiangsu Cloud Factory Micro-Catering Application Platform System V1.0 (江蘇雲工場雲微餐飲小程序平台軟件V1.0)	Cloud Factory	2020SR0742460	8 July 2020
22	Jiangsu Cloud Factory Micro-Real Estate Application Platform System V1.0 (江蘇雲工場雲微物業小程序平台軟件V1.0)	Cloud Factory	2020SR0744320	9 July 2020

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

<u>No.</u>	<u>Copyright</u>	<u>Registered owner</u>	<u>Registration number</u>	<u>Registration date</u>
23	Jiangsu Cloud Factory Micro-Beauty Application Platform Software V1.0 (江蘇雲工場雲微美業小程序平台軟件 V1.0)	Cloud Factory	2020SR0745252	9 July 2020
24	Jiangsu Cloud Factory Micro-Tourism Application Platform Software V1.0 (江蘇雲工場雲微旅遊小程序平台軟件 V1.0)	Cloud Factory	2020SR0745259	8 July 2020
25	Jiangsu Cloud Factory Micro-Hotel Application Platform Software V1.0 (江蘇雲工場雲微酒店小程序平台軟件 V1.0)	Cloud Factory	2020SR0736961	14 July 2020
26	Jiangsu Cloud Factory Micro-Education Application Platform Software V1.0 (江蘇雲工場雲微教育小程序平台軟件V1.0)	Cloud Factory	2020SR0771756	8 July 2020
27	Jiangsu Cloud Factory Micro-Real Estate Application Platform Software V1.0 (江蘇雲工場雲微房產小程序平台軟件V1.0)	Cloud Factory	2020SR0742453	13 August 2020
28	Ner Energy Vehicles Multi-Functions Internet of Vehicles System (新能源汽車多功能車聯網系統)	Cloud Factory	2020SR1716184	2 December 2020
29	Intelligent Navigation and Automated Driverless Driving System (智能導航自動無人駕駛系統)	Cloud Factory	2020SR1716183	2 December 2020
30	MINI-WAN Trade Accelerate System V1.0 (MINI-WAN外貿加速軟件V1.0)	Cloud Factory	2021SR0733755	20 May 2021
31	Lingjing Cloud CDN Service Traffic Statistical System (雲工場靈境雲CDN服務用量統計系統)	Cloud Factory	2022SR1459251	3 November 2022
32	Lingjing Cloud CDN Cache Refresh Warm-up System (雲工場靈境雲CDN緩存刷新預熱系統)	Cloud Factory	2022SR1481361	8 November 2022
33	Lingjing Cloud CDN Daily Scheduling Analysis System (雲工場靈境雲CDN日誌分析系統)	Cloud Factory	2022SR1479759	8 November 2022

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

<u>No.</u>	<u>Copyright</u>	<u>Registered owner</u>	<u>Registration number</u>	<u>Registration date</u>
34	Lingjing Cloud DSN Resolution System for CDN Service V1.0 (雲工場靈境雲CDN服務DNS解析系統V1.0)	Cloud Factory	2023SR0258590	17 February 2023
35	Lingjing Cloud Management and Acceleration of Service Configuration System for CDN Domain Name V1.0 (雲工場靈境雲CDN域名管理與加速服務配置系統V1.0)	Cloud Factory	2023SR0260706	17 February 2023
36	Lingjing Cloud CDN Service Adjustment Strategic Management Platform V1.0 (雲工場靈境雲CDN服務調度策略管理平台V1.0)	Cloud Factory	2023SR0260271	17 February 2023
37	Lingjing Cloud CRM Employee Account and Authority Management System V1.0 (雲工場靈境雲CRM員工賬號與權限管理系統V1.0)	Cloud Factory	2023SR0268761	21 February 2023
38	Lingjing Cloud Billing and Charging System V1.0 (雲工場靈境雲CDN賬單與扣費系統V1.0)	Cloud Factory	2023SR0274548	23 February 2023
39	Lingjing Cloud CDN Service Certification and Safety Management System V1.0 (雲工場靈境雲CDN服務證書與安全管理系統V1.0)	Cloud Factory	2023SR0274500	23 February 2023
40	Lingjing Cloud CDN Service Billing System V1.0 (雲工場靈境雲CDN服務計費系統V1.0)	Cloud Factory	2023SR0285458	28 February 2023
41	Lingjing Cloud CDN-fused Manufacturer Service Configuration System V1.0 (雲工場靈境雲CDN融合廠商服務配置系統V1.0)	Cloud Factory	2023SR1099035	19 September 2023
42	Lingjing Cloud Intelligent Road Inspection EdgeAIoT platform V1.0 (雲工場靈境雲道路智能巡檢EdgeAIoT平台V1.0)	Cloud Factory	2023SR1108076	20 September 2023
43	Lingjing Cloud Mingchu Liangzao Edge Intelligent Internet of Things EdgeAIoT Platform (雲工場靈境雲明廚亮灶邊緣智能萬物互聯EdgeAIoT平台)	Cloud Factory	2023SR1458353	17 November 2023

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(ii) *Copyrights of works*

As at the Latest Practicable Date, our Group had registered the following copyrights of works which we consider to be material to our Group’s business:

<u>No.</u>	<u>Copyright</u>	<u>Type of work(s)</u>	<u>Registered owner</u>	<u>Registration number</u>	<u>First publication date</u>
1	worki	Art (美術)	Cloud Factory	蘇作登字-2022-F-00086985	3 September 2021
2	Lingjing Cloud	Art (美術)	Cloud Factory	蘇作登字-2022-F-00087011	1 April 2022

(c) *Patents*

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

<u>No.</u>	<u>Patent</u>	<u>Patentee</u>	<u>Patent number</u>	<u>Application date</u>
1	A network rack with self-monitoring function (一種具有自監控功能的網絡機組櫃)	Cloud Factory	2016210662008	20 September 2016
2	An explosion-proof network switch (一種防斷電隔爆型網絡交換機)	Cloud Factory	2016212418395	21 November 2016
3	A network security device through power supply from switches (一種通過交換機供電的網絡防護裝置)	Cloud Factory	2016212420520	21 November 2016
4	A device for preventing power grid flash broken of server racks (一種防止機櫃電源閃斷的裝置)	Cloud Factory	2017212083339	20 September 2017
5	A device for alternating current switching (一種交換機電源交直流轉換裝置)	Cloud Factory	2017212173585	20 September 2017
6	A remote switch control device (一種遠程交換機控制裝置)	Cloud Factory	201721209039X	20 September 2017
7	A safety alarm device for Internet of Things server racks (一種物聯網機櫃報警裝置)	Cloud Factory	2017212083254	20 September 2017
8	A safety alarm device for Internet of Things firewalls (一種物聯網防火牆報警裝置)	Cloud Factory	2018212299925	1 August 2018

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

<u>No.</u>	<u>Patent</u>	<u>Patentee</u>	<u>Patent number</u>	<u>Application date</u>
9	A safety alarm device for Internet of Things server racks (一種物聯網機櫃報警裝置)	Cloud Factory	201821228710X	1 August 2018
10	A control panel for server operation (服務器運維控制箱)	Cloud Factory	2019205973299	28 April 2019
11	A display device for server operation status (服務器運行狀態顯示裝置)	Cloud Factory	2019205981863	28 April 2019
12	A server for preventing power supply interruption and protecting data (一種防斷電數據保護服務器)	Cloud Factory	201920602686X	28 April 2019
13	A server with GPS locating function (一種具有位置定位功能服務器)	Cloud Factory	2019205973566	28 April 2019
14	A safety alarm device for Internet of Things firewalls (物聯網防火牆報警裝置)	Cloud Factory	2019205973301	28 April 2019
15	A safety alarm device for server operation failures (一種服務器運行故障報警裝置)	Cloud Factory	2019205973585	28 April 2019
16	A control panel for operation (運維控制箱)	Cloud Factory	2019206013677	28 April 2019
17	An alarm device for testing network interface configuration changes (一種網絡設備接口狀態變化檢測告警設備)	Cloud Factory	2020207374656	7 May 2020
18	An aerosol density tester for low temperature closed server room (低溫密閉機房氣溶膠密度檢測儀)	Cloud Factory	2020207607247	9 May 2020
19	A multi-function server rack (一種多功能機櫃)	Cloud Factory	2020218654133	31 August 2020
20	A distributed testing device for routing node (一種路由節點連通分散式探測裝置)	Cloud Factory	2020219749963	10 September 2020
21	An automated collection device for IDC network quality (一種IDC機房網絡質量自動收集裝置)	Cloud Factory	2020219785300	10 September 2020

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

<u>No.</u>	<u>Patent</u>	<u>Patentee</u>	<u>Patent number</u>	<u>Application date</u>
22	A device for detecting flying insects in server rooms (機房飛蟲檢測)	Cloud Factory	2020219738738	10 September 2019
23	A device for the optimisation of cached data (一種數據緩存優化裝置)	Cloud Factory	2020228925235	2 December 2020
24	An intelligent driverless forklift truck (一種智能無人駕駛叉車)	Cloud Factory	2020228920250	2 December 2020
25	A punching device for data cache hard disk production (一種數據緩存硬盤生產用打孔裝置)	Cloud Factory	2020228947022	2 December 2020
26	An intelligent drip irrigation control system and irrigation system for potatoes (馬鈴薯智能灌溉控制系統及灌溉系統)	Cloud Factory and Academy of Agricultural Sciences and Institute of Technology Information of Shandong Province (山東省農業科學院科技信息研究所)	2021203521862	8 February 2021
27	A smart storage system for potatoes (馬鈴薯智慧倉儲系統)	Cloud Factory and Academy of Agricultural Sciences and Institute of Technology Information of Shandong Province (山東省農業科學院科技信息研究所)	202110180754X	8 February 2021
28	A method and system for AGV driverless driving (一種AGV無人駕駛控制方法及系統)	Cloud Factory	2021107671897	7 July 2021
29	A scheduling method based on CDN content (一種基於CDN的內容調度方法)	Cloud Factory	2021107671914	7 July 2021

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

<u>No.</u>	<u>Patent</u>	<u>Patentee</u>	<u>Patent number</u>	<u>Application date</u>
30	A method and device for fertigation and machine control integration (一種肥水一體機控制方法及裝置)	Cloud Factory	2021107671882	7 July 2021
31	An automatic scheduling method device for CDN nodes (一種CDN節點的自動編排方法及裝置)	Cloud Factory	2021115641291	20 December 2021
32	A method and device for monitoring of CDN nodes full link (一種CDN節點全鏈路監控方法及裝置)	Cloud Factory	2021115597212	20 December 2021
33	A CDN-based method and device for generation of dynamic documents (一種基於CDN的動態文檔生成方法及裝置)	Cloud Factory	2021115640034	20 December 2021
34	A method and device for CDN node-based content push (一種基於CDN節點的內容推送方法以及裝置)	Cloud Factory	2021116805087	30 December 2021
35	A monitoring device for server system services (一種服務器系統服務監控裝置)	Cloud Factory	2022223669496	6 September 2022
36	A modulation device for switch port (一種交換機端口調流裝置)	Cloud Factory	2022223792128	6 September 2022
37	A system for graphic displays of data (一種數據圖形化展示系統)	Cloud Factory	202222379635X	7 September 2022
38	A traffic collection device for switch port (一種交換機端口流量採集裝置)	Cloud Factory	2022223785317	7 September 2022
39	A temperature monitoring device for cabinet (一種機櫃溫度監測裝置)	Cloud Factory	2022227564898	19 October 2022
40	An automatic locking device for cabinets (一種機櫃自動上鎖裝置)	Cloud Factory	2022227595383	19 October 2022
41	An information display device for data processing (一種數據處理用信息展示裝置)	Cloud Factory	2022227577614	19 October 2022

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

<u>No.</u>	<u>Patent</u>	<u>Patentee</u>	<u>Patent number</u>	<u>Application date</u>
42	An anti-loop detection device for switch networks (一種交換機網絡防環路檢測裝置)	Cloud Factory	2022227573079	19 October 2022
43	A detection device for server power (一種服務器功率檢測裝置)	Cloud Factory	2022227876955	19 October 2022
44	A method and device for high reliability backhaul of CDN logs (一種高可靠回傳CDN日誌的方法及裝置)	Cloud Factory	2022115697056	8 December 2022
45	A method and device for supporting batch refreshing of CDN cache (一種支持CDN緩存批量刷新的方法及裝置)	Cloud Factory	2022116120351	15 December 2022
46	A method and device for refreshing CDN cache (一種刷新CDN緩存的方法及裝置)	Cloud Factory	202211680741X	27 December 2022
47	A distribution method and device for CDN metadata (一種CDN元數據分發方法及裝置)	Cloud Factory	2022117044393	29 December 2022
48	A method and device for cloud-side collaboration (一種雲邊協同方法及裝置)	Cloud Factory	2023100252567	9 January 2023
49	An adjustment mechanism for PC monitor designated for gaming software R&D (一種遊戲軟件研發用電腦顯示屏調節機構)	Jiangsu Yiru	2018202888228	1 March 2018
50	A multi-purpose PC monitor designated for use in gaming software R&D (一種遊戲軟件研發專用多功能電腦顯示屏)	Jiangsu Yiru	2018202895378	1 March 2018

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(d) Domain Names

As at the Latest Practicable Date, our Group had registered the following domain names which we consider to be material to our Group’s business:

<u>No.</u>	<u>Domain Name</u>	<u>Registered owner</u>	<u>Registration date</u>	<u>Expiry date</u>
1	dianyasd.com	Shandong Dianya	20 May 2020	20 May 2025
2	clouduit.cn	Yun Ruitian	21 December 2021	21 December 2025
3	yunruitian.com	Yun Ruitian	18 May 2020	18 May 2025
4	xiaojsh.com	Shanghai Xiaojiang	6 December 2021	6 December 2025
5	xjshcsp.com	Shanghai Xiaojiang	6 December 2021	6 December 2025
6	shxiaojiang.cn	Shanghai Xiaojiang	20 December 2021	20 December 2025
7	dianyacloud.com	Shandong Dianya	22 January 2019	22 January 2026
8	xiaojiangsh.com	Shanghai Xiaojiang	17 September 2021	17 September 2024
9	wupansh.com	Jiangsu Yiru	28 September 2018	28 September 2024
10	yiruj.com	Jiangsu Yiru	25 November 2021	25 November 2024
11	dysdscsp.com	Shandong Dianya	6 December 2021	6 December 2025
12	shxjiang.com	Shanghai Xiaojiang	25 March 2022	25 March 2025
13	yungongc.com	Cloud Factory	10 January 2022	10 January 2025
14	cloudworki.cn	Cloud Factory	20 December 2021	20 December 2025
15	ljjun.cn	Cloud Factory	1 May 2019	1 May 2025
16	dyacsp.com	Shandong Dianya	25 March 2022	25 March 2025
17	shxjiang.com	Shanghai Xiaojiang	25 March 2022	25 March 2025
18	cloudcsp	Cloud Factory	18 January 2016	18 January 2026
19	ljcdn1.cn	Cloud Factory	2 June 2022	2 June 2024
20	yirucloud.cn	Jiangsu Yiru	25 March 2022	25 March 2025
21	ljgslb.com	Cloud Factory	21 October 2022	21 October 2025
22	jsygc.cn	Cloud Factory	10 January 2022	10 January 2025
23	ljcdn.cn	Cloud Factory	2 June 2022	2 June 2024
24	ljcdn2.cn	Cloud Factory	2 June 2022	2 June 2024
25	hengzhihushun.com	Cloud Factory	5 June 2020	5 June 2024
26	dyacsp.cn	Shandong Dianya	25 March 2022	25 March 2025
27	yirucloud.com	Jiangsu Yiru	25 March 2022	25 March 2025
28	yrliuliang.com	Jiangsu Yiru	5 July 2017	5 July 2026
29	hongruike.com	Cloud Factory	5 June 2020	5 June 2026
30	flycloud.cn	Jiangsu Yiru	12 December 2019	12 January 2025
31	dianyacsp.com	Shandong Dianya	22 May 2019	22 May 2024
32	daycsp.cn	Shandong Dianya	22 September 2023	22 September 2024
33	dycsp.cn	Shandong Dianya	22 September 2023	22 September 2024

Save as disclosed above, as at the Latest Practicable Date, there were no other trademarks, service marks, patents, intellectual property rights, or individual property rights which are or may be material in relation to our business.

APPENDIX IV	STATUTORY AND GENERAL INFORMATION
--------------------	--

C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Interests disclosable under the SFO and Substantial Shareholders

(a) Directors’ interests and short positions in the share capital and debentures of our Company and its associated corporations

Immediately following completion of the [REDACTED] and the [REDACTED] (but without taking account of any Shares which may be allotted and issued upon the exercise of the [REDACTED]), the interests or short positions of our Directors and the chief executive of our Company in the Shares, underlying Shares and debentures of our Company or its associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to our Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO) or which will be required, under Section 352 of the SFO, to be entered in the register referred to in that section, or which will be required, under the Model Code, to be notified to our Company and the Stock Exchange, in each case once the Shares are [REDACTED] on the Stock Exchange, will be as follows:

(i) Interests/short positions in the Shares of our Company

<u>Name of Director or Chief Executive</u>	<u>Nature of interest⁽¹⁾</u>	<u>Number of Shares Interested upon [REDACTED]</u>	<u>Approximate percentage of Shareholding upon [REDACTED]⁽²⁾</u>
Mr. Sun	Interest of controlled corporation	[REDACTED]	[REDACTED]

Notes:

- (1) All interests stated are long positions.
- (2) The calculation is based on the total number of Shares in issue immediately following the completion of [REDACTED] and the [REDACTED] (assuming the [REDACTED] is not exercised).

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(ii) *Interest in associated corporation*

<u>Name of Director</u>	<u>Nature of interest</u>	<u>Name of associated corporation</u>	<u>Approximate percentage of Shareholder</u>
Mr. Sun	Beneficial owner	Ru Yi IT ⁽¹⁾	[100]%

Note:

- (1) Ru Yi IT is the holding company of our Company and therefore “associated corporations” of our Company within the meaning of Part XV of the SFO. Immediately following the completion of [REDACTED] and the [REDACTED] (assuming the [REDACTED] is not exercised), Ru Yi IT held [REDACTED] of the total share capital of our Company.

(b) Substantial Shareholders

Save as referred to in the section headed “Substantial Shareholders” in this document, our Directors or chief executive are not aware of any other person, not being a Director or chief executive of our Company, who has any interest or short position in the Shares and underlying Shares of our Company which, once the Shares are [REDACTED], would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or, who is, directly or indirectly interested in 10% or more of the issued voting shares of our Company.

2. Particulars of service contracts

(a) Executive Directors

Each of our executive Directors has entered into a service contract with our Company pursuant to which they agreed to act as executive Directors for an initial term of three years with effect from the date of appointment or until the third annual general meeting of our Company since the [REDACTED] (whichever ends earlier). Either party has the right to give not less than three months’ written notice to terminate the agreement.

The appointments of the executive Directors are subject to the provisions of retirement and rotation of Directors under the Articles.

(b) Independent Non-executive Directors

Each of the independent non-executive Directors has entered into an appointment letter with our Company. The initial term for their appointment letters shall be three years from the [REDACTED] or until the third annual general meeting of the Company since the [REDACTED] (whichever ends earlier). Either party has the right to give not

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

less than three months’ written notice to terminate the agreement. Under their respective appointment letters, each of the independent non-executive Directors is entitled to a fixed Director’s fee.

The appointments of the independent non-executive Directors are subject to the provisions of retirement and rotation of Directors under the Articles.

(c) *Director remuneration*

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

The aggregate amount of remuneration (including fees, salaries, bonuses, allowances and other benefits in kind such as contributions to pension plans) of our Directors for the years ended 31 December 2020, 2021 and 2022 and the six months ended 30 June 2023 were approximately RMB1.1 million, RMB4.0 million, RMB6.6 million and RMB[3.0] million, respectively.

There has been no arrangement under which a Director has waived or agreed to waive any emoluments for each of the years ended 31 December 2020, 2021 and 2022 and the six months ended 30 June 2023.

Save as disclosed above, no other amounts have been paid or are payable by any member of our Group to our Directors for the years ended 31 December 2020, 2021 and 2022 and the six months ended 30 June 2023.

Pursuant to the existing arrangements that are currently in force as at the date of this document, the amount of remuneration (including benefits in kind but excluding discretionary bonuses) payable to our Directors by our Company for the year ended 31 December 2023 is estimated to be RMB6.6 million in aggregate. During the Track Record Period, no remuneration was paid to our Directors or the five highest-paid individuals as an inducement to join, or upon joining, our Company. No compensation was paid to, or receivable by, our Directors, past Directors or the five highest-paid individuals for the Track Record Period for the loss of office as director of any member of our Group or any other office in connection with the management of the affairs or any member of our Group.

For details of the terms of the above service contracts, please refer to the paragraph headed “Statutory and General Information — C. Further information about our Directors and Substantial Shareholders — 2. Particulars of service contracts” in Appendix IV of this section.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

3. Fees or commissions received

Save as disclosed in this document, none of the Directors or any of the persons whose names are referred to in the paragraph headed “Statutory and General Information — F. Other Information — 8. Consents of experts” in this Appendix had received any commissions, discounts, agency fees, brokerages or other special terms in connection with the issue or sale of any capital of any member of our Group within the two years immediately preceding the date of this document.

The [REDACTED] will receive an [REDACTED] as referred to in the paragraph headed “[REDACTED] — [REDACTED] Arrangements and Expenses — The [REDACTED]” in this document.

4. Related party transactions

During the two years immediately preceding the date of this document, we have engaged in the significant related party transactions as described in note 30 to the Accountants’ Report in Appendix I to this document.

D. [REDACTED] RSU SCHEME

The following is a summary of the principal terms of the [REDACTED] RSU Scheme approved and adopted in compliance with the provisions of Chapter 17 of the Listing Rules by resolution of our Shareholders on [●].

(a) Purpose of the [REDACTED] RSU Scheme

The purposes of the [REDACTED] RSU Scheme are: (i) to provide the Selected Participants 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 maximise the value of our Company for the benefits of both the grantees and our Company, with a view to achieving the objectives of increasing the value of our Company and aligning the interests of the grantees directly with the Shareholders through ownership of Shares.

(b) Conditions and Present Status

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

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(c) Award Shares

The award of the Shares under the [REDACTED] RSU Scheme (“**Award Shares**”) gives a Selected Participant (as set out in paragraph (f) below) in the [REDACTED] RSU Scheme a conditional right when the granted Award Shares vest to obtain Shares as determined by the Board or the administration committee authorised 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 grants and/or the Award Shares that have lapsed in accordance with the rules of the [REDACTED] RSU Scheme) shall not exceed 10% of the Shares in issue immediately after [REDACTED] (assuming no exercise of the [REDACTED]) (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 pursuant to this Scheme (excluding the grants of Award Shares (the “**Grant(s)**”) and/or Award Shares that have lapsed in accordance with the rules of this Scheme shall not exceed 3% of the Shares in issue immediately after [REDACTED] (assuming no exercise of the [REDACTED]) (the “**Service Provider Sublimit**”), subject to the refreshment pursuant to the Listing Rules requirements.

Unless otherwise approved by the Shareholders by way of an ordinary resolution in accordance with the Listing Rules, for any 12-month period, the aggregate number of Shares issued and to be issued in respect of all awards granted to a Selected Participant (excluding any options and awards lapsed in accordance with the terms of the scheme) shall not exceed 1% of the total number of the issued Shares at the relevant time.

Our Board considers that the Service Provider Sublimit is appropriate and reasonable taking into account of (i) the grant of awards to the Service Providers (as defined below) 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 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 3% of issued Shares of our Company as at the [REDACTED] (assuming no exercise of the [REDACTED]). 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 incentive (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.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(e) Refresh of the Mandate Limit

Our Company may seek approval of our Shareholders in general meeting for refreshing the [REDACTED] 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 [REDACTED] RSU Mandate Limit and the Service Provider Sublimit as refreshed shall not exceed 10% and 3% of the total number of Shares in issue as at the date of approval of the Shareholders on the refreshment, respectively. The total number of Shares which may be issued in respect of all awards to be granted under all of the schemes of the Company under the scheme mandate as refreshed must not exceed 10% 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 favour of the relevant resolutions at the general meeting; and (ii) our Company must comply with the requirement of independent shareholder approval. A circular containing the information required under the Listing Rules shall be sent to our Shareholders in connection with the meeting at which their approval will be sought.

The Company may seek separate approval of the Shareholders in general meeting for granting options or awards beyond the scheme mandate limit provided the options or awards in excess of the limit are granted only to participants specifically identified by our Company before such approval is sought.

(f) Selected Participants

The Administration may select (i) Directors and employees of our Company or any of its subsidiaries (including person who are granted Award Shares 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 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**”) (collectively, the “**Selected Participants**”).

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 such scheme, which enables our Group to preserve its cash

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

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 fulfilment of the conditions of the [REDACTED] RSU Scheme and the termination clause, this [REDACTED] RSU Scheme shall be valid and effective for a term of ten years commencing from the [REDACTED] (or such earlier date as the Board may decide) (the “[REDACTED] RSU Scheme Period”), after which period no further Award Shares 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 RSUs 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 Administration Committee and the trustee in accordance with the rules of 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 this Scheme; (ii) determine the persons who will be granted the Award Shares under this Scheme, the terms and conditions on which the Award Shares are granted and under what conditions will the Award Shares granted pursuant to this Scheme vest; (iii) make such appropriate and equitable adjustments to the terms of the Award Shares 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 this Scheme. The decision of the Administration Committee shall be final, conclusive and binding on all relevant parties.

(i) Appointment of [REDACTED] RSU Trustee

Our Company has the sole and absolute right to appoint any trustee from time to time to administrate the granting, vesting and exercise of Awards granted to the Selected Participants pursuant to the [REDACTED] RSU Scheme.

(j) Grant of Award Shares

The Administration Committee may, from time to time in its sole and absolute discretion, select any participant to be a Selected Participant make a grant to such Selected Participant on and subject to any terms and conditions that the Administration Committee may think fit.

(k) Acceptance of Award Shares

If the selected participant intends to accept the offer of grant of Award Shares as 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

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

receipt from the selected participant of a duly executed acceptance notice, the Award Shares are granted to such participant, who becomes a Selected Participant pursuant to the [REDACTED] RSU Scheme.

To the extent that the offer of grant of Award Shares is not accepted by any selected participant within the time period or in a manner prescribed in the grant letter, it shall be deemed that such offer has been irrevocably declined and thus the Award Shares have immediately lapsed.

(I) Restrictions on grants

The Administrator shall not grant any Award Shares to any Selected Participant in any of the following circumstances:

- (1) where the Company has information that must be disclosed under Rule 13.09 of the Listing Rules or where the Company reasonably believes there is inside information which must be disclosed under Part XIVA of the SFO, until such price sensitive/ inside information has been published on the websites of the Stock Exchange and our Company;
- (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) the grant would result in breach of the RSU Mandate Limit (as defined below) and the Service Provider Sublimit (as defined below) or other rules of the [REDACTED] RSU Scheme;
- (4) where such grant is prohibited under the Listing Rules or other applicable laws, regulations or regulatory rules, guidance, codes, decisions or guidelines from time to time;
- (5) the securities laws or regulations require that a [REDACTED] or other [REDACTED] documents be issued in respect of the Grant, unless the Administration Committee determines otherwise; or
- (6) in any other circumstances where the requisite approval from any applicable regulatory authorities has not been granted.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

(m) Grant to Connected Persons

- (a) Any Grant to a Selected Participant who is a Director, chief executive or substantial shareholder (as defined in the Listing Rules) of our Company or their respective associates under the [REDACTED] RSU Scheme shall be subject to prior approval of the independent non-executive Directors (excluding any independent non-executive Director who is the Selected Participant awards).
- (b) Where any grant of Award Shares (excluding grant of options) 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 general meeting in accordance with the Listing Rules requirements.
- (c) Where any grant of Award Shares 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 Listing Rules requirements.

(n) Rights attached to Award Shares

A Selected Participant does not have any contingent interest in the Award Shares unless and until these Shares are actually transferred to the Selected Participant from the trustee. Furthermore, a Selected Participant 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.

APPENDIX IV	STATUTORY AND GENERAL INFORMATION
--------------------	--

(o) Award Shares to be personal to Selected Participants

Any grant 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 Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to the Award Shares under the [REDACTED] RSU Scheme. If a Selected Participant makes any attempt to sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to the Award Shares, whether voluntarily or involuntarily, the Grant will immediately lapse upon the occurrence of such event.

(p) Vesting

- (1) The Administration Committee has the sole discretion to determine the vesting schedule and vesting conditions for any Grant to any Selected Participant, which may also be adjusted and re-determined by 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 its authorised person, 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 vest of the Award Shares unless under specific circumstances as otherwise determined by the Board or its authorised person.

- (2) If the Administration Committee is satisfied that a Selected Participant has satisfied with the vesting conditions, the Administration Committee shall send to the Selected Participant (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 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 Vesting Date in the following manners:
 - (a) If 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 Administration Committee in its sole and absolute discretion (the “**Nominee Account**”) in which the vested Award Shares are held on behalf of the Selected Participant. For the avoidance of doubt, unless otherwise determined by the Administration Committee, the Award Shares shall not be registered under the name of the Selected Participant or transferred to any account other than the Nominee Account and shall be subject to any restrictions as set out in the Vesting Notice.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (b) If 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 Selected Participant notified by the Selected Participant to the Administration Committee in writing before the respective date of vesting.
- (c) Upon receipt of the Vesting Notice, the Selected Participant is required to return to our Company a reply slip duly executed by him/her at least 5 Business Days before the date of vesting. If the Administration Committee specifies in the Vesting Notice that actual Award Shares will be transferred to the Nominee Account upon vesting, the Selected Participant shall complete the payment of the Purchase Price (if any) within the specified period set out in the Vesting Notice. If any Selected Participant 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 Administration Committee, the grant shall automatically lapse forthwith and the Award Shares shall become lapsed Shares.

(q) Acceleration of vesting

If an offer by way of 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 (namely all conditions to which such transaction is subject have been satisfied) prior to the vesting of Shares in the Selected Participant, then 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 Administration Committee determines that such Award Shares shall vest, it shall notify the Selected Participant within 5 Business Days after the Administration Committee has so determined that such Award Shares shall vest and the period within which such Award Shares shall vest.

(r) Lapse of Awards

- (1) If at any time, a Selected Participant has:
 - (i) been found to be any employee who resides in any country or jurisdiction where the grant of any Award Share 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

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

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, wilful 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 this Scheme Rules, and his professional ethics;
- (vi) been summarily dismissed by our Company or any of its Subsidiaries in so far as such Selected Participant 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 behaviour despite the Company’s request;
- (ix) been convicted for any criminal offence;
- (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 Administration Committee determines that such participant is no longer suitable to be entitled to the Award Shares or hold the Shares,

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

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

(s) Lapsed of Award Shares

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

(t) Reorganisation of Capital Structure

In the event of any alternation in the capital structure of our Company, such as [REDACTED], 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, the Administration Committee shall make equitable adjustments that it considers appropriate in accordance with the guidance the Stock Exchange issued from time to time as the auditors or the independent financial adviser of the Company retained for such purpose shall certify in writing to the Administration Committee to be in their opinion fair and reasonable.

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 Select Participants without specific prior approval of the shareholders of our Company.

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

(u) 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 Selected Participant 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 Selected Participants. No changes to the authority of the Board or the Administration Committee in relation to any alteration of the terms of this Scheme shall be made, without the prior approval of the shareholders of our Company. Any alteration, amendment or waiver to the [REDACTED] RSU Scheme of a material nature shall be approved by the shareholders of our Company. 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 Share Awards granted to a Selected Participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or shareholders of the Company, as

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

the case may be, if the initial grant was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the shareholders of our Company, 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.

(v) 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 grant, the [REDACTED] RSU Scheme can be terminated or extended by a resolution of the Board at any time prior to the expiry of the Scheme Period.

Our Company may terminate the operation of this Scheme at any time. On termination of this 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 Award Shares shall be granted. The Company shall notify the trustee of such termination.

Upon receipt of the notification of termination from the 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. DISCLAIMERS

Save as disclosed in this document:

- (a) none of our Directors or chief executives has any interests and short positions in the Shares, underlying Shares and debentures of our Company or its associated corporation (within the meaning of Part XV of the SFO) which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or will be required, pursuant to the Model Code, to be notified to our Company and the Stock Exchange, in each case once our Shares are [REDACTED] on the Stock Exchange;
- (b) none of our Directors nor any of the parties referred to in the paragraph headed “Statutory and General Information — F. Other Information — 7. Qualification of experts” in this Appendix is interested in our promotion, or in any assets which have,

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

within the two years immediately preceding the issue of this document, been acquired or disposed of by or leased to us, or are proposed to be acquired or disposed of by or leased to us;

- (c) save as disclosed in this document or in connection with the [REDACTED], none of our Directors nor any of the parties referred to in the paragraph headed “Statutory and General Information — F. Other Information — 7. Qualification of experts” in this Appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group;
- (d) other than pursuant to the [REDACTED], none of the parties referred to in the paragraph headed Statutory and General Information “F. Other Information — 7. Qualification of experts” in this Appendix: (i) is interested legally or beneficially in any of our Shares or any shares in any of our subsidiaries; or (ii) has any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group; and
- (e) so far as is known to our Directors, none of our Directors or their respective associates (as defined under the Listing Rules) or any of our Shareholders (who to the knowledge of our Directors owns more than 5% of our issued share capital) has any interest in our five largest suppliers or our five largest clients.

F. OTHER INFORMATION

1. Litigation

As at the Latest Practicable Date, save as disclosed in “Business — Legal Proceedings and Non-compliance” in this document, we were not aware of any litigation or arbitration proceedings of material importance pending or threatened against us or any of our Directors that could have a material adverse effect on our financial condition or results of operations.

2. The Sole Sponsor

The Sole Sponsor’s fees payable by us in respect of the Sole Sponsor’s services as sponsor for the [REDACTED] are [REDACTED].

The Sole Sponsor has declared its independence pursuant to Rule 3A.07 of the Listing Rules.

The Sole Sponsor has made an application on our behalf to the Listing Committee for the [REDACTED] of, and permission to deal in, the Shares in issue and to be issued as mentioned in this document (including any Shares which may be issued pursuant to the exercise of the [REDACTED]). All necessary arrangements have been made to enable such Shares into [REDACTED].

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

3. Preliminary expenses

Save as referred to in the paragraph headed “Financial Information — [REDACTED]” in this document, we have not incurred any material preliminary expenses.

4. Taxation of holders of shares

(a) *Hong Kong*

Dealings in Share registered on our Company’s Hong Kong branch register of members will be subject to Hong Kong stamp duty. The sale, purchase and transfer of Shares are subject to Hong Kong stamp duty, the current rate of which is 0.13% of the consideration or, if higher, the 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.

(b) *Cayman Islands*

No stamp duty is payable in the Cayman Islands on the transfer of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands.

(c) *People’s Republic of China*

We may be treated as a PRC resident enterprise for PRC enterprise income tax purposes. In that case, distributions to our Shareholders may be subject to PRC withholding tax and gains from dispositions of our Shares may be subject to PRC tax. For details, please refer to the paragraph headed “Risk Factors — Risks relating to doing business in the People’s Republic of China — We may be classified as a “PRC resident enterprise” for PRC enterprise income tax purposes, which could result in unfavourable tax consequences to us and our Shareholders, and have a material adverse effect on our business, results of operations and financial condition” in this document.

(d) *Consultation with professional advisers*

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

APPENDIX IV	STATUTORY AND GENERAL INFORMATION
--------------------	--

5. 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 (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.

6. Binding effect

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

7. Qualification of experts

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

<u>Name</u>	<u>Qualification</u>
SPDB 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
Zhong Lun Law Firm	Legal adviser to our Company as to PRC law
Beijing Dacheng Law Offices, LLP	Legal adviser to our Company as to the specific issue under PRC law
Ogier	Legal adviser to our Company as to Cayman Islands law
Stephen Peepels, Esq.	Legal adviser to our Company as to International Sanctions laws
King & Wood Mallesons	Legal adviser to the Sole Sponsor as to PRC law

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

<u>Name</u>	<u>Qualification</u>
Ernst & Young	Certified Public Accountants under the Professional Accountant Ordinance (Chapter 50 of the Laws of Hong Kong) and Registered Public Interest Entity Auditor under the Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong)
Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.	Independent industry consultant

8. Consents of experts

Each of the experts referred to in the paragraph headed “Statutory and General Information — F. Other Information — 7. Qualification of experts” in Appendix IV of this section has given and has not withdrawn their respective written consents to the issue of this document with the inclusion of its reports, letters, and/or opinions (as the case may be) and the references to its names included in the form and context in which it respectively appears.

As at the Latest Practicable Date, none of the experts named had any shareholding interests in any member of our Company or the right (whether legally enforceable or not) to subscribe for or nominate persons to subscribe for securities in any member of our Company.

9. Compliance Adviser

We have appointed SPDB International Capital Limited as our Compliance Adviser upon the [REDACTED] in compliance with Rules 3A.19 of the Listing Rules.

10. Tax and other indemnity

The Controlling Shareholders [have] entered into the Deed of Indemnity in favour of our Group (being a material contract referred to in the paragraph headed “Statutory and General Information — B. Further Information about Our Business — 1. Summary of material contracts” in Appendix IV of this section) to provide the indemnities in respect of, among other things, taxation resulting from profits or gains earned, accrued or received any liability for estate duty under the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong), or legislation similar thereto in Hong Kong or any jurisdictions outside Hong Kong, which might be incurred by any member of our Group on or before the [REDACTED], as well as any penalties imposed due to non-compliance with any applicable laws and regulations on or before the [REDACTED] when the [REDACTED] becomes unconditional, save:

- (a) to the extent that specific provision or reserve has been made for such taxation in the audited consolidated financial statements of our Group as set out in Appendix I;

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- (b) to the extent that the liability for such taxation would not have arisen but for any act or omission of, or delay by, any member of our Group after the [REDACTED]; and
- (c) to the extent such loss arises or is incurred only as a result of a retrospective change in law or regulations or the interpretation or practice thereof by any relevant authority coming into force after the [REDACTED].

11. Promoters

Our Company has no promoter for the purpose of the Listing Rules. Save as disclosed above, within the two years immediately preceding the date of this document, no cash, securities or other benefits have been paid, allotted or given to any promoters in connection with the [REDACTED] or the related transactions described in this document.

12. No material adverse change

Saved as disclosed in the section headed “Financial Information” and the paragraph headed “Business — Legal Proceedings and Non-compliance” in this document, our Directors confirm that, as at the date of this document, there has been no material adverse change in our financial or trading position or prospects since 31 December 2022, being the latest date of our consolidated financial statements as set out in Appendix I to this document, and there is no event since 31 December 2022 that would materially affect the information as set out in the Accountants’ Report in Appendix I to this document.

13. Particulars of the Selling Shareholder

The particulars of the Selling Shareholder are set out as follows:

Name:	Ru Yi Information Technology Co., Ltd
Place of incorporation:	BVI
Registered address:	Ogier Global (BVI) Limited of Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola VG1110, British Virgin Islands
Description:	An investment holding company incorporated in the BVI with limited liability
Number of [REDACTED] to be sold:	[REDACTED]
Interest of our Director	As at the date of this document, Ru Yi Information Technology Co., Ltd is wholly-owned by Mr. Sun Tao, our executive Director and Controlling Shareholder

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

14. Miscellaneous

- (a) Save as disclosed in this document, within the two years immediately preceding the date of this document:
 - i. no share or loan capital of our Company or any of its subsidiaries has been issued or agreed to be issued or is proposed to be fully or partly paid either for cash or a consideration other than cash;
 - ii. no share or loan capital of our Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
 - iii. no founders or management or deferred shares of our Company or any of its subsidiaries have been issued or agreed to be issued;
 - iv. no commissions, discounts, brokerages or other special terms have been granted or agreed to be granted in connection with the issue or sale of any shares or loan capital of our Company or any of its subsidiaries; and
 - v. no commission has been paid or is payable for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any share in our Company or any of its subsidiaries.
- (b) Our Group had not issued any debentures nor did it have any outstanding debentures or any convertible debt securities.
- (c) Our Directors confirm that:
 - i. there has been no material adverse change in the financial or trading position or prospects of the Group since 31 December 2022 (being the date to which the latest audited consolidated financial statements of the Group were prepared);
 - ii. there is no arrangement under which future dividends are waived or agreed to be waiver; or
 - iii. there has not been any interruption in the business of the Group which may have or has had a significant effect on the financial position of the Group in the 12 months immediately preceding the date of this document.
 - iv. Subject to the provisions of the Companies Act, the register of members of our Company will be maintained in the Cayman Islands by Our [REDACTED]. Unless our Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by our [REDACTED] and may not be lodged in the Cayman Islands.

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

- v. All necessary arrangements have been made to enable our Shares to be admitted into [REDACTED] for clearing and settlement.
- vi. No company within our Group is presently listed on any stock exchange or traded on any trading system.