
APPENDIX V

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT THE COMPANY

1. Incorporation of the Company

The Company was incorporated in the Cayman Islands under the Cayman Islands Companies Act as an exempted company with limited liability on 20 April 2022. The Company has established its principal place of business in Hong Kong at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong, and was registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on 6 July 2022. Ms. Wong Wai Yee, Ella, a joint company secretary, has been appointed as the authorised representative of the Company for the acceptance of service of process and notices on behalf of the Company in Hong Kong.

As the Company was incorporated in the Cayman Islands, it is subject to the Cayman Islands Companies Act, the Memorandum and the Articles and the applicable laws of the Cayman Islands. A summary of certain provisions of the Memorandum and the Articles and relevant aspects of the Cayman Islands Companies Act is set out in “Summary of the constitution of the Company and Cayman Islands Companies Act” in Appendix IV to this document.

2. Changes in the share capital of the Company

As of the date of incorporation of the Company, the authorised share capital of the Company was HK\$100,000 divided into 1,000,000 Shares of HK\$0.1 each. Upon its incorporation, one fully paid Share was allotted and issued to an initial subscriber who is an Independent Third Party on 20 April 2022, which was then transferred to GT & Yangtze on 26 May 2022. On the same date, 757,267 Shares, 71,839 Shares and 71,839 Shares were allotted and issued to GT & Yangtze, Huat Huat and Octuple Hills, respectively. On 7 July 2022, 43,291 Shares, 26,339 Shares, 13,518 Shares, 5,793 Shares and 10,113 Shares were allotted to You Po BVI, Ying Hua BVI, Shu Zhi Cayman, Rui Da BVI and Ms. Yeung, respectively.

On 15 May 2023, the Company’s authorised share capital was increased from HK\$100,000 divided into 1,000,000 Shares with a par value of HK\$0.1 each to HK\$101,126 divided into 1,011,260 Shares with a par value of HK\$0.1 each. Pursuant to the written resolutions of the Shareholders passed on 17 June 2024, the authorised share capital of the Company was increased from HK\$101,126 to HK\$100,000,000 by the creation of additional 998,988,740 Shares, and following such increase, the authorised share capital of the Company was HK\$100,000,000 divided into 1,000,000,000 Shares of HK\$0.1 each.

Immediately following completion of the [REDACTED] and the [REDACTED] and without taking into account any Shares which may be issued upon the exercise of the [REDACTED] or any options which may be granted under the Share Option Scheme, the issued share capital of the Company will be [REDACTED] divided into [REDACTED] Shares, all fully paid or credited as fully paid, and [REDACTED] Shares will remain unissued.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

Save as disclosed above and as mentioned in “– 5. Written resolutions of the Shareholders passed on 17 June 2024” below, there has been no alteration in the share capital of the Company since its incorporation.

3. Particulars of the Group’s subsidiaries

Particulars of the Group’s subsidiaries are set forth in Note 1 of the Accountants’ Report.

4. Changes in the share capital or the registered capital of the Group’s subsidiaries

Save as disclosed in “History and Reorganisation” in this document, there has been no alteration in the share capital or the registered capital of the Group’s subsidiaries within the two years preceding the date of this document.

5. Written resolutions of the Shareholders passed on 17 June 2024

Pursuant to the written resolutions passed by the Shareholders on 17 June 2024, among other matters:

- (a) The Company approved and conditionally adopted the Memorandum and the Articles which will become effective upon [REDACTED];
- (b) the authorised share capital of the Company was increased from HK\$101,126 divided into 1,011,260 Shares to HK\$100,000,000 by the creation of additional 998,988,740 Shares ranking in *pari passu* in all respects with the existing Shares with immediate effect;
- (c) conditional on (aa) the Stock Exchange granting the approval for the [REDACTED] of, and permission to deal in, the Shares in issue and Shares to be allotted and issued pursuant to the [REDACTED], the [REDACTED] and as mentioned in this document including the Shares which may be allotted and issued pursuant to the exercise of the [REDACTED] or any [REDACTED] which may be granted under the Share Option Scheme; (bb) the [REDACTED] having been duly determined; and (cc) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional and not being terminated in accordance with the terms of such agreements (or any conditions as specified in this document), in each case on or before the dates and times specified in the [REDACTED]:
 - (i) the [REDACTED] was approved and the Directors were authorised to allot and issue the [REDACTED] pursuant to the [REDACTED];
 - (ii) the [REDACTED] was approved and the Directors were authorised to allot and issue the Shares upon the exercise of the [REDACTED];

APPENDIX V

STATUTORY AND GENERAL INFORMATION

- (iii) the rules of the Share Option Scheme, the principal terms of which are set out in "D. Share Option Scheme" below in this appendix, were approved and adopted and the Directors were authorised, at their absolute discretion, to grant options to subscribe for Shares thereunder and to allot, issue and deal with Shares pursuant to the exercise of options granted under the Share Option Scheme;
- (iv) conditional on the share premium account of the Company being credited as a result of the [REDACTED], the Directors were authorised to capitalise the sum of [REDACTED] standing to the credit of the share premium account of the Company by applying such sum in paying up in full at par [REDACTED] Shares for allotment and issue to holders of Shares whose names appear on the register of members of the Company on the date of passing this resolution in proportion (as near as possible without involving fractions so that no fraction of a share shall be allotted and issued) to their then existing respective shareholdings in the Company;
- (v) a general unconditional mandate was given to the Directors to allot, issue and deal with (including the power to make an offer or agreement, or grant securities which would or might require Shares to be allotted and issued), otherwise than pursuant to a rights issue or pursuant to any scrip dividend schemes or similar arrangements providing for the allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles or pursuant to the grant of options under the Share Option Scheme or other similar arrangements or pursuant to a specific authority granted by the Shareholders in general meeting, unissued Shares not exceeding the aggregate of 20% of the number of issued Shares immediately following the completion of the [REDACTED] and [REDACTED] (but taking no account of any Shares which may be allotted and issued pursuant to the exercise of the [REDACTED] or any options which may be granted under the Share Option Scheme), such mandate to remain in effect until the conclusion of the next annual general meeting of the Company, or the expiration of the period within which the next annual general meeting of the Company is required by the Articles or any applicable laws to be held, or until revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever occurs first;

APPENDIX V

STATUTORY AND GENERAL INFORMATION

- (vi) a general unconditional mandate was given to the Directors authorising them to exercise all powers of the Company to buy back on the Stock Exchange or on any other approved stock exchange on which the securities of the Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose such number of Shares as will represent up to 10% of the number of issued Shares immediately following the completion of the [REDACTED] and the [REDACTED] (but taking no account of any Shares which may be allotted and issued pursuant to the exercise of the [REDACTED] or any options which may be granted under the Share Option Scheme), such mandate to remain in effect until the conclusion of the next annual general meeting of the Company, or the expiration of the period within which the next annual general meeting of the Company is required by the Articles or any applicable laws to be held, or until revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever occurs first; and
- (vii) the general unconditional mandate mentioned in paragraph (v) above was extended by the addition to the number of issued Shares which may be allotted and issued or agreed conditionally or unconditionally to be allotted and issued by the Directors pursuant to such general mandate of an amount representing the total number of issued Shares bought back by the Company pursuant to the mandate to buy back Shares referred to in paragraph (vi) above.

6. Reorganisation

In preparation for the [REDACTED], the companies comprising the Group underwent the Reorganisation and the Company became the holding company of the Group. For further details with regard to the Reorganisation, see "History and Reorganisation" in this document.

7. Buyback by the Company of its own securities

This section includes information required by the Stock Exchange to be included in this document concerning the buyback by the 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 purchase their shares on the Stock Exchange subject to certain restrictions.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(i) *Shareholders’ approval*

The Listing Rules provide that all proposed buybacks of shares (which must be fully paid 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 its shareholders in general meeting, either by way of general mandate or by specific approval of a particular transaction.

Note: Pursuant to the written resolutions passed by the Shareholders on 17 June 2024, a general unconditional mandate (the “**Buyback Mandate**”) was granted to the Directors authorising the buyback of shares by the Company on the Stock Exchange, or on any other stock exchange on which the securities of the Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, with the total number of Shares not exceeding 10% of the total number of Shares in issue and to be issued as mentioned herein, at any time until the conclusion of the next annual general meeting of the Company, the expiration of the period within which the next annual general meeting of the Company is required by an applicable law or the Articles to be held or the date on which such mandate is revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever occurs first.

(ii) *Source of funds*

Buybacks must be funded out of funds legally available for the purpose in accordance with the Memorandum and the Articles, the Listing Rules and the Cayman Islands Companies Act. A listed company may not buy back its own shares on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time.

(iii) *Core connected persons*

The Listing Rules prohibit the Company from knowingly buying back the Shares on the Stock Exchange from a “core connected person”, which includes a director, chief executive or substantial shareholder of the Company or any of the subsidiaries or a close associate of any of them and a core connected person shall not knowingly sell his/her Shares to the Company.

(b) *Reasons for buybacks*

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

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(c) Funding of buyback

In buying back Shares, the Company may only apply funds legally available for such purpose in accordance with the Memorandum and Articles, the Listing Rules and the applicable laws of the Cayman Islands.

It is presently proposed that any buyback of Shares will be made out of the profits of the Company, the share premium amount of the Company or the proceeds of a fresh issue of Shares made for the purpose of the buyback and, in the case of any premium payable on the purchase over the par value of the Shares to be bought back must be provided for, out of either or both of the profits of the Company or from sums standing to the credit of the share premium account of the Company. If authorised by the Articles and subject to the Cayman Islands Companies Act, any buyback of Shares may also be paid out of capital.

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

(d) Share capital

The exercise in full of the Buyback Mandate, on the basis of [REDACTED] Shares in issue immediately after the [REDACTED] (but not taking into account of the Shares which may be issued pursuant to the exercise of the [REDACTED] or any options which may be granted under the Share Option Scheme), would result in up to [REDACTED] Shares being bought back by the Company during the period until:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by any applicable law or the Articles to be held; or
- (iii) the date on which the Buyback Mandate is revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever occurs first.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(e) General

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules), has any present intention if the Buyback Mandate is exercised to sell any Share(s) to the Company or its subsidiaries.

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

If as a result of a buyback of Shares pursuant to the Buyback Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of Hong Kong Codes on Takeovers and Mergers and Share Buy-backs (the "**Takeovers Code**"). Accordingly, a Shareholder or a group of Shareholders acting in concert (within the meaning of the Takeovers Code), depending on the level of increase of the Shareholders' interest, could obtain or consolidate control of the Company and may become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code as a result of any such increase. Save as disclosed above, the Directors are not aware of any consequence that would arise under the Takeovers Code as a result of a buyback pursuant to the Buyback Mandate. The Directors have no present intention to exercise the power to buy back Shares to such extent.

If the Buyback Mandate is fully exercised immediately following completion of the [REDACTED] and the [REDACTED] (but not taking into account the Shares which may be issued pursuant to the exercise of the [REDACTED] or any options which may be granted under the Share Option Scheme), the total number of Shares which will be bought back pursuant to the Buyback Mandate will be [REDACTED] Shares, being 10% of the total number of Shares based on the aforesaid assumptions. The percentage shareholding of the Controlling Shareholders will be increased to approximately [REDACTED] of the issued share capital of the Company immediately following the full exercise of the Buyback Mandate. Any buyback of Shares which results in the number of Shares held by the public being reduced to less than the prescribed percentage of the Shares then in issue could only be implemented with the approval of the Stock Exchange to waive the Listing Rules requirements regarding the public float under Rule 8.08 of the Listing Rules. However, the Directors have no present intention to exercise the Buyback Mandate to such an extent that, in the circumstances, there is insufficient public float as prescribed under the Listing Rules.

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

APPENDIX V

STATUTORY AND GENERAL INFORMATION

B. FURTHER INFORMATION ABOUT THE GROUP’S BUSINESS

1. Summary of material contracts

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

- (a) The equity transfer agreements (股權轉讓協議) each dated 22 August 2022 entered into between Jiangxi Zhongge and the following transferors, pursuant to which the transferors agreed to transfer in aggregate approximately 98.9% of the equity interest in Zhonggan Communication to Jiangxi Zhongge for a total cash consideration of RMB136,262,066:
 - (i) Mr. Liu Haoqiong for a cash consideration of RMB66,542,109;
 - (ii) Ms. Tao Xiulan for a cash consideration of RMB36,644,812;
 - (iii) Mr. Liu Dingli for a cash consideration of RMB9,788,880;
 - (iv) Mr. Liu Dingyi for a cash consideration of RMB9,788,880;
 - (v) You Po Investment for a cash consideration of RMB5,898,927;
 - (vi) Ying Hua Investment for a cash consideration of RMB3,589,010;
 - (vii) Shu Zhi Shen Kong for a cash consideration of RMB1,842,129;
 - (viii) Rui Da Xin Tao for a cash consideration of RMB789,367; and
 - (ix) Ms. Yeung for a cash consideration of RMB1,377,952.
- (b) a waiver agreement (自願無償放棄股權轉讓款協議書) dated 22 August 2022 entered into between Mr. Liu Haoqiong, Ms. Tao Xiulan, Mr. Liu Dingli, Mr. Liu Dingyi, Jiangxi Zhongge and Zhonggan Communication, pursuant to which Mr. Liu Haoqiong, Ms. Tao Xiulan, Mr. Liu Dingli, Mr. Liu Dingyi agreed to waive the obligation of Jiangxi Zhongge to pay them their respective considerations under the relevant equity transfer agreements referred to in paragraph (a) above;
- (c) a waiver agreement (自願無償放棄股權轉讓款協議書) dated 22 August 2022 entered into between Ms. Yeung, Jiangxi Zhongge and Zhonggan Communication, pursuant to which Ms. Yeung agreed to waive the obligation of Jiangxi Zhongge to pay her the consideration under the relevant equity transfer agreement referred to in paragraph (a) above;
- (d) an equity transfer agreement (股權轉讓協議) dated 20 February 2023 entered into between Jiangxi Zhongge and Mr. Liu Dingyi, pursuant to which Mr. Liu Dingyi agreed to transfer in aggregate approximately 1.1% of the equity interest in Zhonggan Communication to Jiangxi Zhongge for a cash consideration of approximately RMB3.6 million;

APPENDIX V

STATUTORY AND GENERAL INFORMATION

- (e) a waiver agreement (自願無償放棄股權轉讓款協議書) dated 20 February 2023 entered into between Jiangxi Zhongge, Mr. Liu Dingyi and Zhonggan Communication, pursuant to which Mr. Liu Dingyi agreed to waive the obligation of Jiangxi Zhongge to pay him the cash consideration of approximately RMB3.6 million under the equity transfer agreement referred to in paragraph (d) above;
- (f) a termination agreement (終止豁免支付的協議) dated 14 December 2023 entered into among Mr. Liu Haoqiong, Ms. Tao Xiulan, Mr. Liu Dingli, Mr. Liu Dingyi, Ms. Yeung, Jiangxi Zhongge and Zhonggan Communication, pursuant to which the waiver agreements referred to in paragraphs (b), (c) and (e) above were terminated and the obligation of Jiangxi Zhongge to pay them their respective considerations pursuant to the equity transfer agreements referred to in paragraphs (a) and (d) above was revived;
- (g) the Deed of Indemnity;
- (h) the Deed of Non-competition; and
- (i) the [REDACTED].

2. Intellectual property rights of the Group


(a) Trademarks

As of the Latest Practicable Date, the Group was the registered owner of the following trademarks which, in the opinion of the Directors, are or may be material to its business:

No.	Trademark	Registration number	Class	Name of registered owner	Place of registration	Date of registration	Date of expiry
1.		17292718	37	Zhonggan Communication	PRC	28 August 2016	27 August 2026
2.		17292616	42	Zhonggan Communication	PRC	28 August 2016	27 August 2026
3.		17578178	38	Zhonggan Communication	PRC	21 September 2016	20 September 2026
4.		17578188	38	Zhonggan Communication	PRC	28 September 2016	27 September 2026
5.		17578060	11	Zhonggan Communication	PRC	28 September 2016	27 September 2026











APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Trademark	Registration number	Class	Name of registered owner	Place of registration	Date of registration	Date of expiry
6.		17578367	40	Zhonggan Communication	PRC	28 September 2016	27 September 2026
7.		17578447	40	Zhonggan Communication	PRC	28 September 2016	27 September 2026
8.		17289454	9	Zhonggan Communication	PRC	28 October 2016	27 October 2026
9.		17291036	9	Zhonggan Communication	PRC	14 November 2016	13 November 2026
10.		17578291	11	Zhonggan Communication	PRC	14 November 2016	13 November 2026
11.		17578331	19	Zhonggan Communication	PRC	14 November 2016	13 November 2026
12.		17578276	35	Zhonggan Communication	PRC	14 November 2016	13 November 2026
13.		17578109	19	Zhonggan Communication	PRC	28 November 2016	27 November 2026
14.		17292712	37	Zhonggan Communication	PRC	28 August 2017	27 August 2027
15.		17578372	35	Zhonggan Communication	PRC	7 October 2017	6 October 2027
16.		17292578	42	Zhonggan Communication	PRC	7 October 2017	6 October 2027

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Trademark	Registration number	Class	Name of registered owner	Place of registration	Date of registration	Date of expiry
17.	 赣通通信 GANTONG COMMUNICATION	50785416	37	Zhonggan Communication	PRC	28 December 2021	27 December 2031
18.	 赣通通信 GANTONG COMMUNICATION	50788300	19	Zhonggan Communication	PRC	7 October 2021	6 October 2031
19.	 赣通通信 GANTONG COMMUNICATION	50784306	35	Zhonggan Communication	PRC	21 December 2021	20 December 2031
20.	 赣通通信 GANTONG COMMUNICATION	50796760	9	Zhonggan Communication	PRC	21 December 2021	20 December 2031
21.	 赣通通信 GANTONG COMMUNICATION	50810820	11	Zhonggan Communication	PRC	28 December 2021	27 December 2031
22.	 赣通通信 GANTONG COMMUNICATION	50796962	40	Zhonggan Communication	PRC	7 October 2021	6 October 2031
23.	 赣通通信 GANTONG COMMUNICATION	50793492	38	Zhonggan Communication	PRC	7 October 2021	6 October 2031
24.	 赣通通信 GANTONG COMMUNICATION	50791671	42	Zhonggan Communication	PRC	21 December 2021	20 December 2031
25.	 中赣通信 ZHONGGAN COMMUNICATION	305953834	35,37,42	Zhonggan Communication	Hong Kong	10 May 2022	9 May 2032
	 中赣通信 ZHONGGAN COMMUNICATION						

(b) Patents

As of the Latest Practicable Date, the Group was the registered owner of the following patents in the PRC which, in the opinion of the Directors, are or may be material to its business:

No.	Patent	Type	Patent number	Registered owner	Date of Expiry
1.	A Feeder Stripping Device (一種饋線剝皮裝置)	Utility model patent	ZL202020068696.2	Zhonggan Communication	12 January 2030
2.	A Cable Tying Tool (一種纜捆紮工具)	Utility model patent	ZL202020090857.8	Zhonggan Communication	14 January 2030
3.	Equipment for Wireless Communication Network (無線通信網絡的設備)	Invention patent	ZL202010991482.7	Zhonggan Communication	20 September 2040
4.	Output Device for Wireless Network Data Transmission (無線網絡數據傳輸的輸出裝置)	Invention patent	ZL202011256454.7	Zhonggan Communication	10 November 2040
5.	Digital Campus Payment Management System Based on Real-time Communication (基於實時通信的智慧校園支付管理系統)	Invention patent	ZL202011282599.4	Zhonggan Communication	16 November 2040

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Patent	Type	Patent number	Registered owner	Date of Expiry
6.	Intelligent Construction Management System and Method Based on Image Communication (基於圖像通信的智慧施工管理系統和方法)	Invention patent	ZL202110525044.6	Zhonggan Communication	13 May 2041
7.	Digital Light Poles for Municipal Monitoring (用於市政監檢測的智慧燈杆)	Invention patent	ZL202110205403.X	Zhonggan Communication	23 February 2041
8.	Progress Management System and Method for Digital Construction (智慧施工的進度管理系統和方法)	Invention patent	ZL202110658596.4	Zhonggan Communication	14 June 2041
9.	Charging Pile Segmentation Charging Method and System Based on Power Carrier (基於電力載波的充電樁分段充電方法及系統)	Invention patent	ZL202211198112.3	Zhonggan Communication	28 September 2042
10.	Service-Based Variable Monitoring Network and Its Operation Method (基於業務的可變監測網絡及其運營方法)	Invention patent	ZL202211093591.2	Zhonggan Communication	7 September 2042
11.	Campus Bandwidth Resource Allocation Method and System Based on Xen Virtual Monitoring (基於Xen虛擬監測的校園帶寬資源分配方法和系統)	Invention patent	ZL202211050723.3	Zhonggan Communication	30 August 2042
12.	Intelligent Early-warning Method and System of Base Station Based on Multi-source Data Analysis (基於多來源資料分析的基站智慧預警方法及系統)	Invention patent	ZL202311175187.4	Zhonggan Communication	12 September 2043
13.	The Invention Relates to an Indoor Distributed Monitoring Method and Monitoring Network (一種室內分散式監測方法和監測網絡)	Invention patent	ZL202311500842.9	Zhonggan Communication	12 November 2043
14.	The Invention Relates to a Multi-base Station Intelligent Scheduling Method and System for Communication Switching (一種用於通信切換的多基站智慧調度方法及系統)	Invention patent	ZL202310827043.6	Zhonggan Communication	6 July 2043

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(c) Copyrights

As of the Latest Practicable Date, the Group had registered the following copyrights in the PRC which, in the opinion of the Directors, are or may be material to its business:

(i) Software

<u>No.</u>	<u>Copyright</u>	<u>Registration number/ Certificate number</u>	<u>First publication date</u>	<u>Registered owner</u>
1.	Gantong Communication Base Station Intelligent Alarm Management System V1.0 (贛通通信基站智能告警管理系統V1.0) . . .	2015SR111859	14 November 2014	Zhonggan Communication
2.	Gantong Communication Wireless Coverage Test Software System V1.0 (贛通通信無線覆蓋測試軟件系統V1.0) . . .	2015SR111830	20 June 2014	Zhonggan Communication
3.	Gantong Communication Indoor Distributed Signal Test System V1.0 (贛通通信室內分佈信號測試系統V1.0) . . .	2015SR111846	15 August 2014	Zhonggan Communication
4.	Gantong Communication Base Station Integrated Management Software System V1.0 (贛通通信基站一體化管理軟件系統V1.0) .	2015SR112208	17 September 2014	Zhonggan Communication
5.	Gantong Communication Wired Test Software System V1.0 (贛通通信有線測試軟件系統V1.0)	2015SR112240	12 December 2014	Zhonggan Communication
6.	Gantong Communication ICT System Integrated Intelligent Analysis System V1.0 (贛通通信ICT系統集成智能分析系統V1.0)	2015SR112041	16 May 2014	Zhonggan Communication
7.	Communication Room Inspection Management System V1.0 (通信機房巡檢管理系統V1.0)	2018SR119437	6 October 2017	Zhonggan Communication
8.	Short-term Monitoring System During the External Power Access Project of Communication Facilities V1.0 (通信設施外電接入工程期間短期監測系統V1.0)	2018SR120237	17 November 2015	Zhonggan Communication
9.	Communication Line Engineering Human Well Harmful Gas Real-time Monitoring Software V1.0 (通信線路工程人井有害氣體實時監測軟件V1.0)	2018SR120240	24 October 2015	Zhonggan Communication

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Copyright	Registration number/ Certificate number	First publication date	Registered owner
10.	Wireless Coverage Indoor Distribution Passive Monitoring System V1.0 (無線覆蓋室內分佈無源監控系統V1.0) . . .	2018SR119453	24 June 2016	Zhonggan Communication
11.	Mobile Communication Room Division Digital Management Platform V1.0 (移動通信室分數字化管理平台V1.0)	2018SR119445	19 August 2016	Zhonggan Communication
12.	Information Engineering Optical Fiber Network Access Management System V1.0 (信息工程光纖網絡准入管理系統V1.0) . . .	2020SR0488616	28 February 2020	Zhonggan Communication
13.	Information Construction Energy Saving Planning Simulation Platform V1.0 (信息化建設節能規劃仿真平台V1.0)	2020SR0487627	17 March 2020	Zhonggan Communication
14.	Video Intercom System in Information Construction V1.0 (信息建設中可視對講系統V1.0)	2020SR0487641	10 January 2020	Zhonggan Communication
15.	Visual Monitoring and Management Platform in Information Construction V1.0 (信息建設中可視化監控管理平台V1.0) . . .	2020SR0487634	6 March 2020	Zhonggan Communication
16.	Anti-theft and Power Monitoring System in Information System Integration Project V1.0 (信息系統集成項目中防盜和動力監控系統 V1.0)	2020SR0487647	13 January 2020	Zhonggan Communication
17.	Intelligent Control System Based on Communication Pipeline Blowing Method V1.0 (基於通信管道吹纜法智能控制系統V1.0) .	2020SR0162630	N/A	Zhonggan Communication
18.	Police Comprehensive System Based on Communication Technology V1.0 (基於通信技術的警務綜合系統V1.0)	2020SR0166720	N/A	Zhonggan Communication
19.	Rapid Battery Detection Software V1.0 Based on Communication Construction (基於通信建設中蓄電池快速檢測軟件V1.0)	2020SR0162542	N/A	Zhonggan Communication
20.	Communication Base Station, Computer Room Power Environment Monitoring System V1.0 (通信基站、機房動力環境監控系統V1.0) .	2020SR0165167	N/A	Zhonggan Communication

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Copyright	Registration number/ Certificate number	First publication date	Registered owner
21.	Communication Base Station Environment Intelligent Integrated Control System V1.0 (通信基站環境智能綜合控制系統V1.0) . . .	2020SR0169195	N/A	Zhonggan Communication
22.	Communication Base Station Construction Project Management System V1.0 (通信基站建設項目管理系統V1.0)	2020SR0161940	N/A	Zhonggan Communication
23.	Photovoltaic Ionisation Grid-connected Control System in Communication Base Station V1.0 (通信基站中的光伏發電離並網控制系統 V1.0)	2020SR0161946	N/A	Zhonggan Communication
24.	Mobile Communication Base Station Equipment Comprehensive Detection System V1.0 (移動通信基站設備綜合檢測系統V1.0) . . .	2020SR0165157	N/A	Zhonggan Communication
25.	Converged Communication System Based on Broadband and Narrowband Convergence Technology V1.0 (基於寬窄帶融合技術的融合通信系統V1.0)	2020SR0161934	N/A	Zhonggan Communication
26.	FFT-based Visible Light Communication Indoor Positioning System V1.0 (基於FFT的可見光通信室內定位系統V1.0)	2020SR0165162	N/A	Zhonggan Communication
27.	Communication Room Old Equipment Remote Manageable Protocol Conversion Software V1.0 (通信機房老舊設備遠程可管理協議轉換軟件 V1.0)	2018SR115801	16 December 2015	Zhonggan Communication
28.	Communication Tower Verticality Real-time Monitoring System V1.0 (通信塔體垂直度實時監測系統V1.0)	2018SR115701	29 December 2015	Zhonggan Communication
29.	Communication Line Routing Visualisation Management System V1.0 (通信線路由可視化管理系統V1.0)	2018SR113252	24 December 2015	Zhonggan Communication
30.	LTE Indoor Wireless Signal Parameter Distribution Data Test System V1.0 (LTE室內無線信號參數分佈數據測試系統 V1.0)	2018SR111660	21 July 2016	Zhonggan Communication
31.	Intelligent WLAN Test Operation and Maintenance System V1.0 (智能WLAN測試運維系統V1.0)	2018SR115445	8 November 2016	Zhonggan Communication

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Copyright	Registration number/ Certificate number	First publication date	Registered owner
32.	Centralised Control Cloud Desktop System Software V1.0 (集控雲桌面系統軟件V1.0)	2019SR1353532	30 April 2019	GLP Technology
33.	Command Center Visualisation System Software V1.0 (指揮中心可視化系統軟件V1.0)	2019SR1353327	29 May 2018	GLP Technology
34.	LED Display Cluster Cloud Monitoring Platform Software V1.0 (LED顯示屏集群雲監控平台軟件V1.0)	2019SR1386196	31 July 2018	GLP Technology
35.	Information Cluster Remote Publishing System Software V1.0 (信息集群遠程發佈系統軟件V1.0)	2019SR1352929	31 July 2018	GLP Technology
36.	Jiangxi Province Digital Grain Depot Integrated Management System V1.0 (江西省智慧糧庫綜合管理系統V1.0)	2019SR1353541	28 August 2018	GLP Technology
37.	Qingshan Lake Digital Urban Management Platform V1.0 (青山湖智慧城管平台V1.0)	2019SR1353317	26 September 2018	GLP Technology
38.	Human Portrait Intelligent Analysis Based on Big Data and Application Software V1.0 (基於大數據人體畫像智能分析與應用軟件V1.0)	2019SR1361953	14 November 2018	GLP Technology
39.	IBMS Building Intelligent Management Platform Software V1.0 (IBMS建築智能化管理平台軟件V1.0)	2019SR1386190	26 November 2018	GLP Technology
40.	Clap++ Big Data Accurate Decision Analysis Software V1.0 (Clap++大數據精準決策分析軟件V1.0)	2019SR1386790	25 December 2018	GLP Technology
41.	Digital AI Intelligent Data Analysis Platform V1.0 (智慧AI智能數據分析平台V1.0)	2019SR1363017	28 February 2019	GLP Technology
42.	Kore Online Operation and Maintenance Monitoring System V1.0 (Kore在線運維監測系統V1.0)	2019SR1386184	20 March 2019	GLP Technology
43.	Dynamic Automatic Recognition and Scene Based on Security Portrait Application Software V1.0 (基於安防人像動態自動識別與場景應用軟件V1.0)	2019SR1359237	28 May 2019	GLP Technology

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Copyright	Registration number/ Certificate number	First publication date	Registered owner
44.	Digital Bracelet Positioning Management Software V1.0 (智能手環定位管理軟件V1.0)	2019SR1353212	25 June 2019	GLP Technology
45.	3D Modeling Design Software Based on Data Acquisition V1.0 (基於數據採集3D建模設計軟件V1.0)	2019SR1353734	25 September 2018	GLP Technology
46.	Computer Room Power Environment Monitoring System Management Software V1.0 (機房動力環境監控系統管理軟件V1.0)	2019SR1386348	12 November 2019	GLP Technology
47.	Gantong LED Display Centralised Control System V1.0 (贛通LED顯示屏集控系統V1.0)	2020SR0736318	12 May 2020	Zhonggan Communication
48.	Gantong Engine Room Power Environment Monitoring System V1.0 (贛通機房動力環境監控系統V1.0)	2020SR0736325	19 February 2020	Zhonggan Communication
49.	Gantong Equipment Intelligent Patrol Management System V1.0 (贛通設備智能巡更管理系統V1.0)	2020SR0735936	18 February 2020	Zhonggan Communication
50.	Gantong Small Area Cloud Management System V1.0 (贛通小區域雲管理系統V1.0)	2020SR0736305	28 April 2020	Zhonggan Communication
51.	Gantong Information Cluster Remote Publishing System V1.0 (贛通信息集群遠程發佈系統V1.0)	2020SR0736311	22 April 2020	Zhonggan Communication
52.	GTC Blockchain Big Data Platform V1.0 (GTC區塊鏈大數據平台V1.0)	2021SR0389825	24 December 2020	GLP Technology
53.	Instant Messaging Collaboration Platform V1.0 (即時通訊協作平台V1.0)	2021SR0389762	30 December 2020	GLP Technology
54.	IoT Data Fusion Computing Platform V1.0 (物聯數據融合計算平台V1.0)	2021SR0440471	2 February 2021	Zhonggan Communication
55.	Blockchain-based Public Safety Video Image Information Sharing System V1.0 (基於區塊鏈的公共安全視頻圖像信息共享系統V1.0)	2021SR0440496	8 February 2021	Zhonggan Communication
56.	Crowd Flow Big Data Alarm System V1.0 (人群流動大數據告警系統V1.0)	2021SR0393126	18 February 2021	Zhonggan Communication

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Copyright	Registration number/ Certificate number	First publication date	Registered owner
57.	Data Acquisition Automatic Calibration System V1.0 (數據採集自動校準系統V1.0)	2021SR0393125	8 February 2021	Zhonggan Communication
58.	Video Distributed Compression Storage System V1.0 (視頻分佈式壓縮存儲系統V1.0)	2021SR0393124	5 February 2021	Zhonggan Communication
59.	Wireless IoT Device Automatic Networking System V1.0 (無線物聯設備自動組網系統V1.0)	2021SR0393123	9 February 2021	Zhonggan Communication
60.	Big Data Distributed Storage Encryption System V1.0 (大數據分佈式存儲加密系統V1.0)	2021SR0393122	4 February 2021	Zhonggan Communication
61.	Key Frame Dynamic Capture Analysis System V1.0 (關鍵幀動態捕捉分析系統V1.0)	2021SR0393121	6 February 2021	Zhonggan Communication
62.	Big Data Network Fault Analysis System V1.0 (大數據網絡故障分析系統V1.0)	2021SR0393120	5 February 2021	Zhonggan Communication
63.	Blockchain-based Engineering Dynamic Supervision System V1.0 (基於區塊鏈的工程動態監管系統V1.0)	2021SR0392998	7 February 2021	Zhonggan Communication
64.	Urban Governance Dynamic Supervision System V1.0 (城市治理動態監管系統V1.0)	2021SR0393002	3 February 2021	Zhonggan Communication
65.	Urban Waste Big Data Decision System V1.0 (城市垃圾大數據決策系統V1.0)	2021SR0393001	2 February 2021	Zhonggan Communication
66.	Video Big Data Retrieval System V1.0 (視頻大數據檢索系統V1.0)	2021SR0393014	3 February 2021	Zhonggan Communication
67.	Merchant Electronic Credible Certificate and Photo Deposit System V1.0 (商戶電子可信證照存證系統V1.0)	2021SR0393013	1 February 2021	Zhonggan Communication
68.	Front-end Image Acquisition Encryption System V1.0 (前端圖像採集加密系統V1.0)	2021SR0393012	10 February 2021	Zhonggan Communication
69.	Cloud Platform Video Quality Diagnosis Service System V1.0 (雲平台視頻質量診斷服務系統V1.0)	2021SR0392942	10 February 2021	Zhonggan Communication

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Copyright	Registration number/ Certificate number	First publication date	Registered owner
70.	Blockchain-based Police Instant Messaging System V1.0 (基於區塊鏈的警務即時通訊系統V1.0) . . .	2021SR0393280	9 February 2021	Zhonggan Communication
71.	Law Enforcement Data Distributed Storage System V1.0 (執法數據分佈式存儲系統V1.0)	2021SR0393279	7 February 2021	Zhonggan Communication
72.	Hyper-converged Video Big Data Optimisation System V1.0 (超融合視頻大數據優化系統V1.0)	2021SR0393278	1 February 2021	Zhonggan Communication
73.	Gantong Information Platform Monitoring System V1.0 (贛通信息化平台監控系統V1.0)	2021SR1584517	16 August 2021	Zhonggan Communication
74.	Gantong Communication Base Station Network Monitoring Real-time Transmission System V1.0 (贛通通信基站網絡監測實時傳輸系統V1.0)	2021SR1584516	4 August 2021	Zhonggan Communication
75.	Gantong Intelligent Instrument Management System Software V1.0 (贛通智能化儀錶管理系統軟件V1.0)	2021SR1584515	20 August 2021	Zhonggan Communication
76.	Gantong Engine Room Power Environment Monitoring System V2.0 (贛通機房動力環境監控系統V2.0)	2021SR1580196	25 August 2021	Zhonggan Communication
77.	Communication Base Station Construction Project Management System V2.0 (通信基站建設項目管理系統V2.0)	2021SR1580195	28 August 2021	Zhonggan Communication
78.	Gantong Communication Base Station Temperature Intelligent Control Software V1.0 (贛通通信基站溫度智能控制軟件V1.0) . . .	2021SR1583947	10 August 2021	Zhonggan Communication
79.	Base Station Non-dependent Detection System V1.0 (基站無依托檢測系統V1.0)	2021SR1518975	31 December 2020	GLP Technology
80.	Super Standard Grain Supervision Platform V1.0 (超標糧監管平台V1.0)	2021SR1518976	30 December 2020	GLP Technology
81.	Blockchain Digital Water Platform V1.0 (區塊鏈智慧水務平台V1.0)	2021SR1518977	24 December 2020	GLP Technology

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Copyright	Registration number/ Certificate number	First publication date	Registered owner
82.	Grain Depot Dynamic Supervision System V1.0 (糧庫動態監管系統V1.0)	2021SR1518978	17 December 2020	GLP Technology
83.	Independent Communication Base Station Internal Equipment Energy-saving Performance Evaluation Software V1.0 (獨立通信基站內部設備節能性能評估軟件 V1.0)	2022SR0752903	1 April 2022	Zhonggan Communication
84.	Non-synchronous Communication Network Communication Base Station Positioning System Control Software V1.0 (非同步方式的通信網通信基站定位元系統控制軟件V1.0)	2022SR0752904	4 April 2022	Zhonggan Communication
85.	Communication Base Station Substation Speculative Clustering Algorithm Simulation Software V1.0 (通信基站變電站推測聚類算法模擬軟件 V1.0)	2022SR0752905	6 April 2022	Zhonggan Communication
86.	Communication Base Station Electromagnetic Radiation Prediction Formula Simulation Software V1.0 (通信基站電磁輻射預測公式模擬軟件V1.0)	2022SR0752547	13 April 2022	Zhonggan Communication
87.	Clap Intelligent Analysis Decision Artificial Perception Database System V1.0 (clap智能分析決策人工感知數據庫系統 V1.0)	2022SR0765300	28 December 2021	GLP Technology
88.	Blockchain Integrated Supervision System V1.0 (區塊鏈綜合監管系統V1.0)	2022SR0655600	30 December 2021	GLP Technology
89.	Clap Urban Blockchain Data Security Authentication Service System V1.0 (clap城市區塊鏈數據安全驗真服務系統 V1.0)	2022SR0765292	22 December 2021	GLP Technology
90.	Clap IoT-based Intelligent Monitoring HD Video Decoding Management System V1.0 (clap基於物聯網智慧監控高清視頻解碼管理系統V1.0)	2022SR0765293	31 December 2021	GLP Technology
91.	Clap Base Station Server Room Non-dependent Detection and Monitoring System V1.0 (clap基站機房無依托檢測及監測系統V1.0)	2022SR0769569	23 December 2021	GLP Technology

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Copyright	Registration number/ Certificate number	First publication date	Registered owner
92.	Communication Base Station Air Conditioning Energy-saving Control Software V1.0 (通信基站空調節能控制軟件V1.0)	2022SR0772619	18 April 2022	Zhonggan Communication
93.	Communication Base Station Generator Intelligent Monitoring Terminal Software V1.0 (通信基站發電機智能監控終端軟件V1.0)	2022SR0772521	20 April 2022	Zhonggan Communication
94.	Communication Base Station Temperature Control and Regulation Background System Software V1.0 (通信基站溫控制調節後台系統軟件V1.0)	2022SR0772520	25 April 2022	Zhonggan Communication
95.	Medical Management Collaborative Office System Software V1.0 (醫療管理協同辦公系統軟件V1.0)	2022SR1123650	23 June 2022	GLP Technology
96.	Digital Parking Management Cloud Platform Software V1.0 (智慧停車場管理雲平台軟件V1.0)	2022SR1123548	22 June 2022	GLP Technology
97.	Digital City Management Application Platform System V1.0 (數位城管應用平台系統V1.0)	2022SR1123639	6 July 2022	GLP Technology
98.	Intelligent Community Security Monitoring System Software V1.0 (智慧社區安防監控系統軟件V1.0)	2022SR1123752	6 July 2022	GLP Technology
99.	Intelligent Grain Silo Temperature Real-time Collection Software V1.0 (智慧糧倉溫度實時採集軟件V1.0)	2022SR1123623	5 July 2022	GLP Technology
100.	Intelligent Factory Production Equipment Operation Management Software V1.0 (智慧工廠生產設備運行管理軟件V1.0)	2022SR1123622	21 June 2022	GLP Technology
101.	Hospital Infection Management Software Based on Medical Management V1.0 (基於醫療管理的醫院感染管理軟體V1.0)	2022SR1182854	27 June 2022	GLP Technology
102.	Digital Hospital Information Integration and Interaction Platform V1.0 (智慧醫院信息集成與交互平台V1.0)	2022SR1279946	22 June 2022	GLP Technology
103.	Clap VR Remote Interactive Classroom Platform V1.0 (Clap VR遠程互動教室平台V1.0)	2023SR0381118	31 March 2022	GLP Technology

APPENDIX V

STATUTORY AND GENERAL INFORMATION

No.	Copyright	Registration number/ Certificate number	First publication date	Registered owner
104.	Medical Digital Twin Visual Decision-making Platform V1.0 (醫療數字孿生可視化決策平台V1.0)	2023SR0382811	31 August 2022	GLP Technology
105.	Governmental Administration Cloud Office Platform V1.0 (政務雲辦公平台V1.0) . . .	2023SR0392492	10 October 2022	GLP Technology
106.	Digital Campus Educational Service Cloud Platform V1.0 (智慧校園教務服務雲平台V1.0)	2023SR0381117	31 May 2022	GLP Technology
107.	Digital Campus Educational Service Cloud Platform V1.0 (智慧園區全生命服務平台V1.0)	2023SR0382812	10 June 2022	GLP Technology
108.	Intelligent Unmanned Aerial Vehicle Path Planning Simulation System V1.0 (智慧無人機路徑規劃仿真系統V1.0)	2023SR0382810	26 December 2022	GLP Technology
109.	Lightweight Online Project Task Collaboration System V1.0 (輕量級在線項目任務協作系統V1.0)	2023SR0372019	31 January 2022	GLP Technology
110.	Communication Engineering Construction Project Management System V1.0 (通信工程施工項目管理系統V1.0)	2023SR0372106	27 December 2022	Zhonggan Communication
111.	Communication Engineering Equipment Safety Detection System V1.0 (通信工程設備安全檢測系統V1.0)	2023SR0381120	1 December 2022	Zhonggan Communication
112.	Communication Engineering Network Comprehensive Coverage Site Management Software V1.0 (通信工程網路綜合覆蓋站址管理軟件V1.0)	2023SR0401052	28 February 2022	Zhonggan Communication
113.	Communication Engineering Network Troubleshooting Base Station Troubleshooting Software V1.0 (通信工程網路疑難基站排查軟件V1.0) . . .	2023SR0392490	31 August 2022	Zhonggan Communication
114.	Radio Monitoring Equipment Maintenance and Maintenance Management System V1.0 (無線電監測設備維修養護管理系統V1.0) .	2023SR0382806	10 May 2022	Zhonggan Communication
115.	Medical Knowledge Chain Digital Platform V1.0 (醫識鏈數字平台V1.0)	2023SR0381119	31 December 2022	Zhonggan Communication
116.	GTC Data Center Service Software V1.0 (GTC數據中台服務軟件V1.0)	2023SRO371973	12 December 2022	Zhonggan Communication

APPENDIX V

STATUTORY AND GENERAL INFORMATION

<u>No.</u>	<u>Copyright</u>	<u>Registration number/ Certificate number</u>	<u>First publication date</u>	<u>Registered owner</u>
117.	GTC Carbon-free Base Station Wind Power Monitoring Software V1.0 (GTC無碳基站風電監控軟件V1.0)	2023SR0382807	30 June 2022	Zhonggan Communication
118.	GTC Digital Internet of Things Management Platform V1.0 (GTC智慧物聯網管理平台V1.0)	2023SR0392487	5 December 2022	Zhonggan Communication
119.	GTC Automated Operation and Maintenance Platform V1.0 (GTC自動化運維平台V1.0)	2023SR0381121	31 August 2022	Zhonggan Communication
120.	Communication Construction Schedule and Resource Management Software V1.0 (通信施工進度與資源管理軟件V1.0)	2023SR1542009	22 September 2023	Zhonggan Communication
121.	Communication Construction Site Data Acquisition and Analysis Software V1.0 (通信施工現場數據採集與分析軟件V1.0)	2023SR1544979	11 September 2023	Zhonggan Communication
122.	Communication Construction Project Cost Control and Forecast Software V1.0 (通信施工項目成本控制與預測軟件V1.0)	2023SR1585823	22 September 2023	Zhonggan Communication
123.	Communication Construction Quality Acceptance and Report Generation System V1.0 (通信施工質量驗收與報告生成系統V1.0)	2023SR1585977	22 September 2023	Zhonggan Communication
124.	Intelligent Communication Construction Monitoring and Scheduling Software V1.0 (智慧通信施工監測與調度軟件V1.0)	2023SR1556293	8 September 2023	Zhonggan Communication
125.	Canoe Artificial Intelligence Speech Training Software V1.0 (Canoe 人工智慧語音訓練軟件V1.0)	2023SR0677930	31 December 2022	GLP Technology
126.	CANOE Blockchain Big Data Analysis Platform [Abbreviation: CANOE Digital Intelligence Chain] V1.0 (CANOE區塊鏈大數據分析平台[簡稱: CANOE數智鏈]V1.0)	2023SR1146412	10 July 2022	GLP Software
127.	VR Training System V1.0 (VR實訓系統V1.0)	2023SR0914018	8 June 2023	GLP Software

APPENDIX V

STATUTORY AND GENERAL INFORMATION

<u>No.</u>	<u>Copyright</u>	<u>Registration number/ Certificate number</u>	<u>First publication date</u>	<u>Registered owner</u>
128.	Digital Education Management Platform V1.0 (智慧教務管理平台V1.0)	2023SR0915040	1 June 2023	GLP Software
129.	Command Center Visualization System Software V2.0 (指揮中心可視化系統軟件V2.0)	2024SR0159053	30 July 2023	GLP Software
130.	Public Safety Video Image Information Sharing System Based on Blockchain (基於區塊鏈的公共安全視頻圖像信息共享系統V2.0)	2024SR0159058	16 August 2023	GLP Software

(d) Domain names

As of the Latest Practicable Date, the Group had registered the following domain name which, in the opinion of the Directors, is or may be material to its business:

<u>No.</u>	<u>Domain name</u>	<u>Name of registered proprietor</u>	<u>Date of registration</u>	<u>Date of expiry</u>
1.	gantongjt.com.	Zhonggan Communication	14 June 2019	14 June 2029
2.	gantong.net	Zhonggan Communication	13 April 2009	13 April 2027
3.	claptech.net.	GLP Technology	4 June 2018	4 June 2026

APPENDIX V

STATUTORY AND GENERAL INFORMATION

C. FURTHER INFORMATION ABOUT THE DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Directors

(a) Disclosure of Interests – Interests and short positions of the Directors and the chief executive of the Company in the Shares, underlying Shares and debentures of the Company and its associated corporations

Immediately following completion of the [REDACTED] and the [REDACTED] and assuming that the [REDACTED] or any option which may be granted under the Share Option Scheme is not exercised, the interests or short positions of Directors or chief executives of the Company in the shares, underlying shares and debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to the Company and the 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, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers to be notified to the Company and the Stock Exchange once its Shares are [REDACTED] will be as follows:

Interest in the Company

<u>Name of Director</u>	<u>Nature of interest</u>	<u>Number of Shares interested⁽¹⁾</u>	<u>Approximate percentage of interest (%)</u>
Mr. Liu Haoqiong . .	Interest in controlled corporation ⁽²⁾	[REDACTED]	[REDACTED]
Mr. Liu Dingyi	Interest in controlled corporation ⁽³⁾	[REDACTED]	[REDACTED]
Mr. Liu Dingli	Interest in controlled corporation ⁽⁴⁾	[REDACTED]	[REDACTED]

Notes:

- (1) The letter “L” denotes the person’s long position in the Shares.
- (2) GT & Yangtze is owned as to 70.0% by Mr. Liu Haoqiong and as to 30.0% by Ms. Tao Xiulan, the spouse of Mr. Haoqiong. By virtue of the SFO, Mr. Liu Haoqiong and Ms. Tao Xiulan are deemed to be interested in the Shares held by GT & Yangtze.
- (3) Octuple Hills is wholly-owned by Mr. Liu Dingyi. By virtue of the SFO, Mr. Liu Dingyi is deemed to be interested in the Shares held by Octuple Hills.
- (4) Huat Huat is wholly-owned by Mr. Liu Dingli. By virtue of the SFO, Mr. Liu Dingli is deemed to be interested in the Shares held by Huat Huat.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

Interest in associated corporation of the Company

<u>Name of Director</u>	<u>Name of associated corporation</u>	<u>Nature of interest</u>	<u>Number of Shares interested^(Note)</u>	<u>Approximate percentage of interest (%)</u>
Mr. Liu Haoqiong . .	GT & Yangtze	Beneficial owner	[REDACTED]	[REDACTED]

Note: The letter “L” denotes the person’s long position in the Shares.

(b) Particulars of service agreements and letters of appointment

Each of the executive Directors has entered into a service agreement with the Company for a term of three years commencing from the date of appointment or re-designation as an executive Director, which may be terminated by not less than three months’ notice in writing served by either party on the other.

Each of the independent non-executive Directors has entered into a letter of appointment with the Company for a term of three years commencing from the date of appointment, which may be terminated by not less than three months’ notice in writing served by either party on the other.

(c) Directors’ remuneration

Each of the executive Directors, namely Mr. Liu Haoqiong, Mr. Peng Shengqian, Ms. Xie Xiaolan, Mr. Liu Dingli, Mr. Liu Dingyi and Mr. Zhou Zhiqiang, is entitled to an annual remuneration of RMB0.9 million, RMB0.6 million, RMB0.3 million, RMB0.4 million, RMB0.1 million and RMB0.2 million, respectively. For the years ended 31 December 2021, 2022 and 2023, the aggregate remuneration (including fees, salaries, contributions to pension schemes, bonus, retirement benefits scheme, allowance and other benefits in kind) paid to the Directors was approximately RMB2.3 million, RMB2.5 million and RMB1.5 million, respectively. For details, please refer to note 8 of the Accountants’ Report set out in Appendix I to this document.

Each of the independent non-executive Directors has been appointed for a term of three years. The Company intends to pay a director’s fee of RMB72,000 per annum to each of them. Save for directors’ fees, none of the independent non-executive Directors is expected to receive any other remuneration for holding their office as an independent non-executive Director.

Under the arrangement currently in force, the aggregate remuneration (including fees, salaries, bonus, contributions to retirement benefits scheme, allowances and other benefits in kind) of the Directors for the year ending 31 December 2024 is estimated to be no more than RMB2.6 million.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

2. Substantial shareholders

Save as disclosed in the section headed "Substantial Shareholders" in this document, the Directors are not aware of any person (other than the Directors or chief executive of the Company) who will, immediately following the completion of the [REDACTED] and the [REDACTED] assuming that the [REDACTED] or any option which may be granted under the Share Option Scheme is not exercised, have or be deemed or taken to have an interest and/or short position in the Shares or the underlying Shares which would fall to be disclosed under the provisions of Division 2 and 3 of Part XV of the SFO, or who will be, directly or indirectly, interested in 10% or more of the issued voting shares of the Company.

3. Agency fees or commissions received

Save as disclosed in the section headed "[REDACTED]" in this document, no commissions, discounts, brokerages or other special terms were granted in connection with the issue or sale of any capital of any member of the Group within the two years immediately preceding the date of this document.

4. Directors' Competing Interest

None of the Directors is interested in any business apart from the Group's business which competes or is likely to compete, directly or indirectly, with the business of the Group.

5. Disclaimers

- (a) save as disclosed in this section, none of the Directors or chief executive of the Company has any interest or short position in the shares, underlying shares or debentures of the Company or any of its associated corporation (within the meaning of the SFO) which will have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers once the Shares are [REDACTED];
- (b) none of the Directors or experts referred to under "– E. Other Information – 8. Qualifications and consents of experts" below has any direct or indirect interest in the promotion of the Company, or in any assets which have within the two years immediately preceding the date of this document been acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;
- (c) none of the Directors is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of the Group taken as a whole;

APPENDIX V

STATUTORY AND GENERAL INFORMATION

- (d) save as disclosed in this section, none of the Directors has any existing or proposed service contracts with any member of the Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation));
- (e) taking no account of Shares which may be taken up under the [REDACTED], save as disclosed in this section, none of the Directors knows of any person (not being a Director or chief executive of the Company) who will, immediately following completion of the [REDACTED], have an interest or short position in the Shares or underlying Shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of SFO or be interested, directly or indirectly, in 10% or more of the issued voting shares of any member of the Group; and
- (f) so far as is known to the Directors, as of the Latest Practicable Date, none of the Directors, their respective close associates (as defined under the Listing Rules) or Shareholders of the Company who are interested in more than 5% of the total number of issued Shares has any interests in the five largest customers of the Group in each year during the Track Record Period or the five largest suppliers of the Group in each year during the Track Record Period.

D. SHARE OPTION SCHEME

The following is a summary of the principal terms of the Share Option Scheme conditionally adopted by the written resolutions of the Shareholders passed on 17 June 2024.

(a) Purpose

The purpose of the Share Option Scheme is to attract and retain the best available personnel, to provide additional incentive to the Eligible Participants (as defined in paragraph (b) below) for their contribution or potential contribution to the Group and to promote the success of the business of the Group.

The Share Option Scheme will give the Eligible Participants an opportunity to have a personal stake in the Company and will help achieve the following objectives:

- (i) motivate the Eligible Participants to optimise their performance and efficiency for the benefit of the Group; and
- (ii) attract and retain or otherwise maintain an on-going business relationship with the Eligible Participants whose contributions are or will be beneficial the long-term growth and profitability of the Group.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(b) Eligible Participants

The Board may, at its absolute discretion, offer to grant options to subscribe for such number of Shares as the Board may determine to any of the following classes of participants (collectively the "**Eligible Participants**"):

- (i) any director or employee of any member of our Group (including persons who are granted options under the scheme as an inducement to enter into employment contracts with these companies) (the "**Employee Participant**");
- (ii) any director or employee of any of the holding companies, fellow subsidiaries or associated companies of the Company (the "**Related Entity Participant**"); and
- (iii) any person who provides services to the 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 the Group (the "**Service Provider**").

Service Providers include but are not limited to persons (natural persons, corporate entities or otherwise) who work for the Group as independent contractors where the continuity and frequency of their services are akin to those of employees, but excluding placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions, or professional service providers such as auditors or valuers who provide assurance, or those who are required to perform their services with impartiality and objectivity.

The basis of eligibility of any of the Eligible Participants shall be determined by the Board from time to time at its sole discretion. In assessing the eligibility of any Employee Participant or Related Entity Participant, the Board will consider all relevant factors as appropriate, including, among others, (i) work performance; (ii) years of service; and (iii) potential or actual contribution to the business of the Group.

The basis of eligibility of any Service Provider to the grant of any options shall be determined by the Board from time to time at its sole discretion on the basis of his/its contribution to the development and growth of, the degree of involvement in and/or cooperation with the Group, length of the business relationship of the Group with the Service Provider, and the actual or potential support, advice, efforts and contributions the Service Provider has exerted and given towards the success of the Group.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(c) Acceptance of an offer of options

An option shall be deemed to have been granted and accepted by an Eligible Participant and to have taken effect when the duplicate offer document constituting acceptances of the options is duly signed by such Eligible Participant, together with a remittance or payment in favour of the Company of HK\$1.00 by way of consideration for the grant thereof, is received by the Company on or before the relevant acceptance date. Such remittance or payment shall in no circumstances be refundable. Any offer to grant an option to subscribe for Shares may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate offer document constituting acceptance of the option. To the extent that the offer to grant an option is not accepted by any prescribed acceptance date, it shall be deemed to have been irrevocably declined by the Eligible Participant and the offer shall lapse.

Subject to paragraphs (l), (m), (n), (o), (p) and (q), an option may be exercised in whole or in part and, other than where it is exercised to the full extent outstanding, shall be exercised in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being, by the grantee by giving notice in writing to the Company stating that the option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance or payment for the full amount of the exercise price for the Shares in respect of which the notice is given. Within 21 days after receipt of the notice and the remittance or payment and, where appropriate, receipt of the certificate by the auditors to the Company or the approved independent financial adviser as the case may be pursuant to paragraph (r), the Company shall allot and issue the relevant number of Shares to the grantee credited as fully paid and issue to the grantee certificates in respect of the Shares so allotted.

The exercise of any option shall be subject to the Shareholders in general meeting approving any necessary increase in the authorised share capital of the Company.

(d) Scheme Mandate Limit and the Service Provider Sublimit

The maximum number of Shares which may be issued upon exercise of all options to be granted under the Share Option Scheme must not in aggregate exceed 10% of the total number of Shares in issue as of the [REDACTED], being [REDACTED] Shares (the "Scheme Mandate Limit"). Options lapsed in accordance with the terms of the Share Option Scheme and any Other Scheme of the Company will not be counted for the purpose of calculating the Scheme Mandate Limit.

Subject to the above, within the Scheme Mandate Limit, the total number of Shares which may be issued upon exercise of all options to be granted to Service Providers shall not exceed [REDACTED] Shares, representing 1% of the total number of Shares in issue on the [REDACTED] (the "Service Provider Sublimit").

APPENDIX V

STATUTORY AND GENERAL INFORMATION

The Service Provider Sublimit was determined with reference to the potential dilution effect arising from grants to Service Providers, the actual or expected improvement of our financial performance is attributable to Service Providers and the time for using the Service Provider in the activities of the Group. Considering the fact that there is no other share schemes involving grant of new options over the Shares, organisational structures and that Service Providers have contributed or is expected to contribute to the long-term growth of the Company's business, the Board is of the view that the Service Provider Sublimit is appropriate and reasonable.

The Board may, with the approval of the Shareholders in general meeting refresh, the Scheme Mandate Limit and the Service Provider Sublimit after three years from the date of the Shareholders' approval for the last refreshment or the [REDACTED] provided that the total number of Shares which may be issued upon the exercise of all Options to be granted under the Share Option Scheme and any other share schemes of the Company as refreshed must not exceed 10% of the Shares in issue as at the date of approval of the refreshment of the Scheme Mandate Limit and the Service Provider Sublimit. Refreshments of Scheme Mandate Limit (and the Service Provider Sublimit) to be made within a three-year period must be approved by the Shareholders in a manner in compliance with Rule 17.03C of the Listing Rules.

(e) Maximum entitlement of each individual

The total number of Shares issued and to be issued in respect of all options and awards granted to each Eligible Participant under this Scheme and any other share scheme(s) of the Company (excluding options and awards that have been lapsed in accordance with the terms of the relevant share schemes) in any 12-month period up to and including the date of such grant shall not in aggregate exceed 1% of the total number of Shares in issue (the "1% Individual Limit").

Any further grant of options or awards to an Eligible Participant in excess of the 1% Individual Limit shall be subject to the approval of the Shareholders in general meeting with such Eligible Participant and his close associates (or associates if the Eligible Participant is a connected person of the Company) abstaining from voting. The Company must send a circular to the Shareholders disclosing the identity of the Eligible Participant, the number and terms of the options or awards to be granted (and those previously granted to such Eligible Participant in the 12-month period) and such other information required under the Listing Rules.

(f) Grant of options to connected persons

Any grant of options to a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, under the Share Option Scheme must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the proposed grantee of the options) and shall comply with the relevant provisions of Chapter 17 of the Listing Rules.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

Where any grant of options to a substantial shareholder or an independent non-executive Director of the Company, or any of their respective associates, would result in the Shares issued and to be issued in respect of all options and awards granted under all share schemes of the Company (excluding any options and awards lapsed in accordance with the terms of the relevant share schemes) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue, such further grant of options must be approved by the Shareholders in general meeting. Such grantee, his associates and all core connected persons of the Company must abstain from voting on the resolution to approve such further grant of options. The Company shall send to the Shareholders a circular containing the information required under the Listing Rules for the purpose of seeking the approval of the Shareholders.

(g) Price of Shares

Subject to any adjustments made as described in paragraph (r) below, the exercise price of a Share in respect of any particular option granted under the Share Option Scheme shall be such price as the Board in its absolute discretion shall determine, save that such price must be at least the higher of:

- (i) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of grant, which must be a business day; and
- (ii) the average of the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet for the five business days immediately preceding the date of grant.

(h) Restrictions on the times of grant of options

A grant of options may not be made after inside information has come to the knowledge of the Company until (and including) the trading day after it has announced such inside information pursuant to the requirements of the Listing Rules and the SFO. In particular, no options may be granted during the period commencing one month immediately preceding the earlier of:

- (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for approving the Company's results for any year, half-year, quarterly or other interim period (whether or not required under the Listing Rules); and
- (ii) the deadline on which the Company shall announce its results for any year or half-year under the Listing Rules, or quarterly or other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement. No option may be granted during any period of delay in publishing a results announcement.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

Notwithstanding the above, a Director must not deal in any securities of the Company (and no options may be granted to a Director) on any day on which its financial results are published and:

- (i) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; 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 the publication date of the results,

unless the circumstances are exceptional which has to be met the requirements of the Listing Rules.

(i) Rights are personal to grantee

An option and an offer to grant an option shall be personal to the grantee and shall not be transferable or assignable. No grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any option held by him/her or any offer relating to the grant of an option made to him/her or attempt so to do (save that the grantee may nominate a nominee in whose name the Shares issued pursuant to the Share Option Scheme may be registered). Any breach of the foregoing shall entitle the Company to cancel, revoke or terminate any outstanding options or any part thereof granted to such grantee.

(j) Time of exercise of option and duration of the Share Option Scheme

The vesting period for any option granted to any grantee shall not be less than twelve (12) months from the date of grant of such option. An option may be exercised by a grantee of an Option in accordance with the terms of the Share Option Scheme during the option period which shall be determined by the Board in its absolute discretion, but in any event shall not exceed 10 years from the date of grant of the option. No option may be offered or granted more than 10 years after the [REDACTED]. Subject to earlier termination by the Company in general meeting or by the Board, the Share Option Scheme shall be valid and effective for a period of 10 years from the [REDACTED].

(k) Performance target

A grantee may be required to achieve any performance targets as the Board may then specify in the grant before any options granted under the Share Option Scheme can be exercised.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(l) Rights on ceasing employment or death

If the grantee of an option ceases to be an employee or a director of the Company or any of its subsidiaries or associated companies:

- (i) by any reason other than death or termination of his or her employment or directorship on the grounds specified in paragraph (m) below, the grantee may exercise the option up to the entitlement of the grantee as at the date of cessation (to the extent not already exercised) within a period of one month (or such longer period as the Board may determine) from such cessation (which date shall be the last actual working day with the Company or the relevant subsidiary whether salary is paid in lieu of notice or not) or up to the expiration of the option period, whichever is earlier; or
- (ii) by reason of death, his/her personal representative(s) may exercise the option in full (to the extent not already exercised) within a period of 12 months (or such longer period as the Board may determine) from the date of death or up to the expiration of the option period, whichever is earlier.

(m) Rights on dismissal

If the grantee of an option ceases to be an employee or a director of the Company or any of its subsidiaries or associated companies on one or more grounds that he/she has been guilty of serious misconduct, or has been convicted of any criminal offence involving his/her integrity or honesty (if so determined by the Board), on any other ground on which an employee or a director would be entitled to terminate his/her employment or directorship at common law or pursuant to any applicable laws or under the grantee's service contract or appointment letter with the relevant company, or has been convicted of any criminal offence involving his/her integrity or honesty, his or her option (to the extent not already exercised) shall lapse on the date of the termination of his/her employment or directorship and not be exercisable.

(n) Rights on breach of contract

If the grantee who is a Service Provider by reason of breach of contract entered into between he/she/it and the Group, or termination of his/her/its engagement or appointment, or the Board believes such grantee has become a competitor of the Group, or the Grantee has become bankrupt or has become insolvent or has made any arrangement or composition with his/her/its creditors generally, has committed any serious misconduct, or has been convicted of any criminal offence, the options (to the extent not already exercised) shall lapse on the date of the Board's determination and not be exercisable.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(o) Rights on takeover

If a general or partial offer is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror (as defined in the Takeovers Codes)) and such offer becomes or is declared unconditional during the option period of the relevant option, the grantee of an option shall be entitled to exercise the option in full (to the extent not already exercised) at any time within 14 days after the date on which the offer becomes or is declared unconditional.

(p) Rights on winding-up

In the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to all grantees and thereupon, each grantee (or his/her legal personal representative(s)) shall be entitled to exercise all or any of his or her options (to the extent not already exercised) at any time not later than two business days prior to the proposed general meeting of the Company referred to above by giving notice in writing to the Company, accompanied by a remittance or payment for the full amount of the aggregate exercise price for the Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting, allot the relevant Shares to the grantee credited as fully paid and register the grantee as holder thereof.

(q) Rights on compromise or arrangement between the Company and its members or creditors

If a compromise or arrangement between the Company and its members or creditors is proposed for the purposes of a scheme for the reconstruction of the Company or its amalgamation with any other companies pursuant to the Cayman Islands Companies Act, the Company shall give notice to all the grantees of the options on the same day as it gives notice of the meeting to its members and/or creditors summoning the meeting to consider such a compromise or arrangement and any grantee may by notice in writing to the Company accompanied by a remittance or payment for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given (such notice to be received by the Company not later than two business days prior to the proposed meeting), exercise the option to its full extent or to the extent specified in the notice and the Company shall as soon as possible and in any event no later than the business day immediately prior to the date of the proposed meeting, allot and issue such number of Shares to the grantee which falls to be issued on such exercise of the option credited as fully paid and register the grantee as holder thereof.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

With effect from the date of such meeting, the rights of all grantees to exercise their respective options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all options shall, to the extent that they have not been exercised, lapse and determine. If for any reason such compromise or arrangement does not become effective and is terminated or lapses, the rights of grantees to exercise their respective options shall with effect from such termination be restored in full but only upon the extent not already exercised and shall become exercisable as if such compromise or arrangement had not been proposed by the Company.

(r) Ranking of Shares

The Shares to be allotted and issued upon the exercise of an option will not carry voting, dividend or other rights until completion of the registration of the grantee as the holder thereof. Subject to the aforesaid, Shares to be allotted and issued on the exercise of options shall be subject to the provisions of the Articles of Association and shall carry the same rights in all respects and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation as attached to the other fully-paid Shares in issue on the date of issue and rights in respect of any dividend or other distributions paid or made on or after the date of issue.

(s) Effect of alterations to capital

In the event of any alteration in the capital structure of the Company whilst any option may become or remains exercisable, whether by way of capitalisation issue, rights issue, consolidation, sub-division or reduction of share capital of the Company, such corresponding alterations (if any) shall be made in the number of Shares subject to any options so far as unexercised, exercise price per Share of each outstanding option and/or the maximum numbers of Shares in respect of which Options may be granted. The auditors of the Company or an independent financial adviser shall confirm in writing to the Board that such adjustment satisfies the requirements of Rule 17.03(13) of the Listing Rules and the note thereto and any applicable guidance and/or interpretation of the Listing Rules from time to time, except where such adjustment is made on a capitalization issue. The capacity of the auditors of the Company or the approval independent financial adviser, as the case may be, in this paragraph is that of experts and not arbitrators and their certificate shall, in absence of manifest error, be final and conclusive and binding on the Company and the grantees.

Any such adjustments shall be made on the basis that a grantee shall have the same proportion of the issued share capital of the Company as that to which he was entitled before such adjustment and the aggregate exercise price payable on full exercise of any option is to remain as nearly as possible the same (and in any event not greater than) as it was before such event. No such alteration will be made the effect of which would be to enable a Share to be issued at less than its nominal value. The issue of Shares as consideration in a transaction is not to be regarded as a circumstance requiring any such adjustment.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(t) Lapse of option

An option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (i) the date of expiry of the option as may be determined by the Board;
- (ii) the expiry of any of the periods referred to in paragraphs (l), (m), (n), (o) or (p);
- (iii) the date on which the scheme of arrangement of the Company referred to in paragraph (q) becomes effective;
- (iv) subject to paragraph (p), the date of commencement of the winding-up of the Company;
- (v) the date on which the grantee ceases to be an Eligible Participant by reason of such grantee's resignation from the employment of the Company or any of its subsidiaries or the termination of his/her employment or contract on any one or more of the grounds that he/she has been guilty of serious misconduct, or has been convicted of any criminal offence involving his/her integrity or honesty, or in relation to an employee of the Group (if so determined by the Board), or has been insolvent, bankrupt or has made compositions with his/her creditors generally or any other ground on which an employee would be entitled to terminate his/her employment at common law or pursuant to any applicable laws or under the grantee's service contract with the Group. A resolution of the Board to the effect that the employment of a grantee has or has not been terminated on one or more of the grounds specified in this paragraph shall be conclusive; or
- (vi) the date on which the Board shall exercise the Company's right to cancel the option at any time after the grantee commits a breach of paragraph (i) above or the options are canceled in accordance with paragraph (v) below.

(u) Alteration of the Share Option Scheme

The Share Option Scheme may be altered in any respect by resolution of the Board or administrator of the Share Option Scheme except that:

- (i) any alterations to the terms and conditions of the Share Option Scheme which are of a material nature or any change to the terms of options granted, except where the alterations take effect automatically under the existing terms of the Share Option Scheme;
- (ii) any alterations to the advantage of the Eligible Participants or the grantee (as the case maybe) relating to matters set out in rule 17.03 of the Listing Rules; and
- (iii) any change to the authority of the Directors or administrator of the Share Option Scheme in relation to any alteration to the terms of the Share Option,

APPENDIX V

STATUTORY AND GENERAL INFORMATION

shall first be approved by the Shareholders in general meeting provided that if the proposed alteration shall adversely affect any option granted or agreed to be granted prior to the date of alteration, such alteration shall be further subject to the grantees' approval. The amended terms of the Share Option Scheme or the options granted shall still comply with Chapter 17 of the Listing Rules.

(v) Cancellation of options

Any cancellation of options granted but not exercised must be approved by the grantees of the relevant options in writing. For the avoidance of doubt, such approval is not required in the event any option is canceled pursuant to paragraph (i).

(w) Termination of the Share Option Scheme

The Company may by resolution in general meeting or the Board at any time terminate the Share Option Scheme and in such event no further option shall be offered or granted but the provisions of the Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any option granted prior thereto or otherwise as may be required in accordance with the provisions of the Share Option Scheme. Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the terms of the grant and the Share Option Scheme or be canceled in accordance with paragraph (v).

(x) Administration of the Board

The Share Option Scheme shall be subject to the administration of the Board whose decision as to all matters arising from or in relation to the Share Option Scheme or its interpretation or effect (save as otherwise provided herein and in the absence of manifest error) shall be final and binding on all parties.

(y) Conditions of the Share Option Scheme

The Share Option Scheme shall take effect subject to and is conditional upon:

- (i) the passing of the necessary resolutions by the Shareholders to approve and adopt the rules of the Share Option Scheme;
- (ii) the Stock Exchange granting the approval for the [REDACTED] of and permission to deal in, the Shares which may fall to be issued pursuant to the exercise of options to be granted under the Share Option Scheme;
- (iii) the obligations of the [REDACTED] under the [REDACTED] becoming unconditional (including, if relevant, as a result of the waiver(s) of any such condition(s) by the Sole [REDACTED] (on behalf of the [REDACTED])) and not being terminated in accordance with the terms of the [REDACTED] or otherwise;
- (iv) the commencement of dealings in the Shares on the Stock Exchange.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

If the conditions in paragraph (y) above are not satisfied within six calendar months from the adoption date:

- (i) the Share Option Scheme shall forthwith determine;
- (ii) any option granted or agreed to be granted pursuant to the Share Option Scheme and any offer of such a grant shall be of no effect; and
- (iii) no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Share Option Scheme or any option granted thereunder.

(z) Disclosure in annual and interim reports

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

(aa) Present status of the Share Option Scheme

As of the Latest Practicable Date, no option had been granted or agreed to be granted under the Share Option Scheme.

Application has been made to the Stock Exchange for the granting of the approval for the [REDACTED] of and permission to deal in the Shares which may fall to be issued pursuant to the exercise of the options to be granted under the Share Option Scheme, being [REDACTED] Shares in total.

E. OTHER INFORMATION

1. Tax and other indemnities

The Controlling Shareholders have entered into the Deed of Indemnity with and in favor of the Company (for itself and as trustee for each of its subsidiaries) to provide indemnities on a joint and several basis in respect of, among other matters, (i) 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 the Group on or before the [REDACTED]; and (ii) any additional tax demand, late charges or penalties incurred after the [REDACTED] arising from any unreported tax, outstanding tax payment and any other tax liabilities resulting from any breach of applicable laws or regulations in the relevant jurisdiction by any member of the Group on or before the [REDACTED].

2. Litigation

As of the Latest Practicable Date, no member of the Group was engaged in any litigation or arbitration of material importance and, so far as the Directors are aware, no litigation or claim of material importance is pending or threatened by or against any member of the Group.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

3. Sole Sponsor

The Sole Sponsor satisfies the independence criteria applicable to sponsor set out in Rule 3A.07 of the Listing Rules. The Sole Sponsor will receive an aggregate fee of HK\$6.0 million for acting as the sponsor for the [REDACTED].

The Sole Sponsor has made an application on the Company's behalf to the Stock Exchange for the granting of the approval for the [REDACTED] of, and permission to deal in, all 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] and any options which may be granted under the Share Option Scheme). All necessary arrangements have been made for the Shares to be admitted into [REDACTED].

4. Preliminary expenses

The preliminary expenses incurred and paid by the Company relating to the incorporation of the Company were approximately HK\$26,000.

5. No material adverse change

Saved as disclosed in the sections headed “Summary” and “Financial Information” in this document, the Directors confirm that there has been no material adverse change in the Group's financial or trading position since 31 December 2023 (being the date on which the latest audited consolidated financial statements of the Group was prepared).

6. Promoter

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

7. Taxation of holders of Shares

(a) Hong Kong

The sale, purchase and transfer of Shares registered with the Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty, the current rate charged on each of the purchaser and seller is 0.1% 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

Under the present Cayman Islands law, there is no stamp duty payable in the Cayman Islands on transfer of Shares provided that the relevant instrument of transfer and transfer documents are executed and remain(s) outside the Cayman Islands.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

(c) Consultation with professional advisers

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

8. Qualifications and consents of experts

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

<u>Name</u>	<u>Qualifications</u>
Zhongtai International Capital Limited	Licensed corporation to conduct Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities as defined under the SFO
KPMG	Certified Public Accountants Public Interest Entity Auditor registered in accordance with the Accounting and Financial Reporting Council Ordinance
Ogier	Legal advisers to the Company as to Cayman Islands laws
JunZeJun Law Offices	Legal advisers to the Company as to the PRC laws
HG Appraisal & Consulting Limited	Property valuer
Ipsos Asia Limited	Industry consultant

Each of the experts named above has given and has not withdrawn its written consent to the issue of this document with the inclusion of its reports, letters, opinions, summaries of opinions and/or references to its names included herein in the form and context in which they respectively appear.

9. Interests of experts in the Company

None of the persons named in "8. Qualifications and consents of experts" above is interested beneficially or otherwise in any Shares or shares of any member of the Group or has any right or option (whether legally enforceable or not) to subscribe for or nominate persons to subscribe for any shares or securities in any member of the Group.

APPENDIX V

STATUTORY AND GENERAL INFORMATION

10. Binding effect

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

11. Miscellaneous

- (a) Within the two years immediately preceding the date of this document:
 - (i) save as disclosed in "History and Reorganisation" in this document, no share or loan capital of the Company or any of its subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash;
 - (ii) no share or loan capital of the Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
 - (iii) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any capital of the Company or any of its subsidiaries; and
 - (iv) no commission has been paid or payable subscribing, agreeing to subscribe or procuring subscription or agreeing to procure subscription for any shares in the Company or any of its subsidiaries;
- (b) no founder, management or deferred Shares nor any debenture in the Company or any of its subsidiaries have been issued or agreed to be issued;
- (c) 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 preceding the date of this document;
- (d) the principal register of members of the Company will be maintained in the Cayman Islands by **[REDACTED]** and a branch register of members of the Company will be maintained in Hong Kong by **[REDACTED]**. Unless the Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by the Company's **[REDACTED]** in Hong Kong and may not be lodged in the Cayman Islands. All necessary arrangements have been made to enable the Shares to be admitted to **[REDACTED]**;
- (e) no company within the Group is presently listed on any stock exchange or traded on any trading system nor is any listing or permission to deal being or proposed to be sought;
- (f) the Directors have been advised that under Cayman Islands Companies Act the use of a Chinese name by the Company does not contravene the Cayman Islands Companies Act;

APPENDIX V

STATUTORY AND GENERAL INFORMATION

- (g) there is no arrangement under which future dividends are waived or agreed to be waived;
- (h) the Company has no outstanding convertible debt securities or debentures; and
- (i) there is no restriction affecting the remittance of profits or repatriation of capital into Hong Kong and from outside Hong Kong.

12. 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.