

## IMPORTANT

*IMPORTANT: If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.*



### **BAIWANG CO., LTD.** **百望股份有限公司**

*(A joint stock company incorporated in the People's Republic of China with limited liability)*

[REDACTED]

**Total number of [REDACTED] under the [REDACTED] : [REDACTED] H Shares (subject to the [REDACTED])**  
**Number of [REDACTED] : [REDACTED] H Shares (subject to reallocation)**  
**Number of [REDACTED] : [REDACTED] H Shares (subject to reallocation and the [REDACTED])**  
**[REDACTED] : [REDACTED] per H Share, plus brokerage of 1%, SFC transaction levy of 0.0027%, Stock Exchange trading fee of 0.00565% and AFRC transaction levy of 0.00015% (payable in full on [REDACTED] and subject to refund on [REDACTED])**  
**Nominal value : RMB1.00 per H Share**  
**[REDACTED]**

*Sole Sponsor, [REDACTED]*



[REDACTED]

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A copy of this document, having attached thereto the documents specified in “Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display” in Appendix V to this document, [has been registered] by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission of Hong Kong and the Registrar of Companies in Hong Kong take no responsibility for the contents of this document or any of the other documents referred to above. The [REDACTED] is expected to be fixed by agreement between the [REDACTED], on behalf of [REDACTED], and our Company on or before [REDACTED] or such later time as may be agreed between the parties, but in any event, no later than [REDACTED]. [REDACTED]. If, for any reason, the [REDACTED], on behalf of [REDACTED], and our Company are unable to reach an agreement on the [REDACTED] by [REDACTED], [REDACTED], the [REDACTED] will not become unconditional and will lapse immediately.

The [REDACTED], on behalf of [REDACTED], may, with the consent of our Company, reduce the [REDACTED] below that stated in this document (being [REDACTED] per H Share to [REDACTED] per H Share) at any time on or prior to the morning of the last date for lodging applications under the [REDACTED]. In such a case, notices of the reduction in the number of [REDACTED] and/or the [REDACTED] will be published on the websites of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and our Company at [www.baiwang.com](http://www.baiwang.com) as soon as practicable but in any event not later than the morning of the day which is the last day for lodging [REDACTED] under the [REDACTED]. For further information, see the sections headed “Structure of the [REDACTED]” and “How to Apply for [REDACTED]” in this document.

Pursuant to the termination provisions contained in the [REDACTED] in respect of the [REDACTED], the [REDACTED] on behalf of the [REDACTED], have the right in certain circumstances, in their absolute discretion, to terminate the obligation of the [REDACTED] pursuant to the Hong Kong [REDACTED] at any time prior to 8:00 a.m. on the [REDACTED]. Further details of the terms of the termination provisions are set out in the section headed “[REDACTED]—[REDACTED] Arrangements and Expenses—The [REDACTED]—Grounds for Termination.” It is important that you refer to that section for further details.

The [REDACTED] have not been and will not be registered under the U.S. Securities Act or any state securities laws in the United States, and may not be [REDACTED], sold, pledged or transferred, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in accordance with any applicable U.S. state securities laws. The [REDACTED] are being [REDACTED] and sold only (i) in the United States to QIBs in reliance on Rule 144A or another exemption from registration under the U.S. Securities and (ii) outside of the United States in offshore transactions in reliance on Regulation S.

[REDACTED]

[REDACTED]

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**[REDACTED]**

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