

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] Number of [REDACTED] Number of [REDACTED] [REDACTED] Nominal value [REDACTED] : [REDACTED] H Shares (subject to the [REDACTED])
: [REDACTED] H Shares (subject to [REDACTED])
: [REDACTED] H Shares (subject to [REDACTED] and the [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 [REDACTED] on [REDACTED])
: RMB1.00 per H Share
: [REDACTED]

Sole Sponsor



[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 the [REDACTED], and our Company on or about [REDACTED] or such later time as may be agreed between the parties, but in any event, no later than [REDACTED]. If, for any reason, the [REDACTED], on behalf of the [REDACTED], and our Company are unable to reach an agreement on the [REDACTED] by [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 and our Company at 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 [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].” It is important that you refer to that section for further details.

The Offer Shares have not been and will not be registered under the U.S. Securities Act or any state securities law in the United States and may be offered and sold only outside the United States in an offshore transaction in accordance with Regulation S under the U.S. Securities Act.

[REDACTED]

[REDACTED]

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