

APPENDIX IV

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation of Our Company

Our Company was incorporated in the Cayman Islands as an exempted company with limited liability under the Companies Act on 12 January 2022.

As the Company was incorporated in the Cayman Islands, we operate subject to the relevant laws and regulations of the Cayman Islands and our constitution which comprises the Memorandum of Association and the Articles of Association. A summary of the Cayman Islands company law and of our Company’s constitution is set out in Appendix III to this document.

2. Changes in the Share Capital of Our Company

(a) *Changes in share capital*

- (i) As at the date of incorporation of our Company, the authorised share capital was US\$50,000.00 divided into 500,000,000 Shares having a par value of USD0.0001 each.
- (ii) Immediately following completion of the [REDACTED] and the [REDACTED], our authorised share capital will be US\$[REDACTED] divided into [REDACTED] Shares, of which [REDACTED] Shares will be [REDACTED] as fully paid or credited as fully paid, and [REDACTED] Shares will remain [REDACTED].
- (iii) There is no present intention to [REDACTED] any of the authorised but [REDACTED] share capital of our Company and, without the prior approval of the Shareholders in general meeting, no issue of Shares will be made.

Save as disclosed herein and in “—Further Information About Our Group—3. Written Resolutions of our Shareholders passed on 18 June 2024” and “—Further Information About Our Group—4. Group reorganisation” of this Appendix, there has been no alteration in the share capital of our Company since its incorporation.

(b) *Founder shares*

Our Company has no founder shares, management shares or deferred shares.

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3. Written Resolutions of our Shareholders passed on 18 June 2024

Pursuant to written resolutions of our Shareholders passed on 18 June 2024:

- (a) our Company approved and adopted the Memorandum of Association and the Articles of Association conditionally upon the fulfillment of the conditions (as defined below) and with effect from the [REDACTED];
- (b) conditional on (aa) the Stock Exchange granting the [REDACTED] of, and permission to [REDACTED] in, the Shares in [REDACTED] and to be [REDACTED] as mentioned in this document, and such [REDACTED] and permission not having been subsequently revoked prior to the commencement of [REDACTED] in the Shares on the Stock Exchange; (bb) the [REDACTED] having been duly determined; (cc) the execution and delivery of the [REDACTED] Agreements; and (dd) the obligations of the [REDACTED] under each of the [REDACTED] Agreements becoming unconditional (including, if relevant, as a result of the waiver of any condition(s) thereunder by the Sole Sponsor, on behalf of the [REDACTED]) and not being terminated in accordance with the respective terms of the [REDACTED] Agreements or otherwise (together the "Conditions"), in each case, on or before the day falling 30 days after the date of this document:
 - (i) the [REDACTED] was approved and our Directors or any committee of the Board were authorised to [REDACTED] and [REDACTED] the [REDACTED] pursuant to the [REDACTED];
 - (ii) the rules of the Share Option Scheme, the principal terms of which are set forth in the paragraph headed "D. Share Option Scheme" in this Appendix, were approved and adopted with effect from the [REDACTED] and our Directors were authorised to grant options to subscribe for Shares thereunder and to [REDACTED], [REDACTED] and [REDACTED] with the Shares pursuant to the exercise of the options which may be granted under the Share Option Scheme and to take all such actions as may be necessary and/or desirable to implement and give effect to the Share Option Scheme;
 - (iii) conditional on the share premium account of our Company having sufficient balance, or otherwise being credited as a result of the [REDACTED] and [REDACTED] of the [REDACTED] pursuant to the [REDACTED], our Directors or any committee of the Board were authorised to capitalise US\$[REDACTED] standing to the credit of the share premium account of our Company by applying that sum in paying up in full at par [REDACTED] Shares for [REDACTED] and [REDACTED] to the holders of Shares whose names appear on the register of members or principal share register of our Company at the close of business on the date which the said resolution is passed (or as they may direct) in proportion (as nearly as possible without involving fractions so that no fraction of a share shall be [REDACTED] and [REDACTED]) to their then existing respective shareholdings in our Company and so that the Shares to be [REDACTED] and [REDACTED] pursuant to this resolution shall rank *pari passu* in all respects with the then existing [REDACTED] Shares and our Directors were authorised to give effect to such [REDACTED];

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- (iv) a general unconditional mandate was given to the Directors to allot, issue and deal with, otherwise than by way of rights issue, scrip dividend schemes or similar arrangements in accordance with the Articles of Association, or pursuant to exercise of rights of subscription or conversion attaching to any warrants of our Company or any securities which are convertible into Shares, or under the [REDACTED], an aggregate number of Shares not exceeding the sum of (aa) 20% of the aggregate number of Shares in [REDACTED] immediately following completion of the [REDACTED] and the [REDACTED] (without taking into account any treasury shares that the Company held by and any Shares to be [REDACTED] upon the exercise of any options that may be granted under the Share Option Scheme) and (bb) the aggregate number of Shares which may be purchased by us pursuant to the authority granted to the Directors as referred to in subparagraph (iv) below, until the conclusion of our next annual general meeting, or the date by which our next annual general meeting is required by the Articles of Association, the Companies Act or any applicable law to be held, or the passing of an ordinary resolution by the Shareholders revoking or varying the authority given to the Directors, whichever occurs first;
- (v) a general unconditional mandate (the "**Repurchase Mandate**") was given to the Directors to exercise all powers of our Company to repurchase Shares on the Stock Exchange or on any other stock exchange on which the securities of our Company may be [REDACTED] or recognised by the SFC and the Stock Exchange for this purpose with an aggregate number of Shares not exceeding 10% of the aggregate number of Shares in [REDACTED] immediately following the completion of the [REDACTED] and the [REDACTED] (without taking into account any Shares to be [REDACTED] upon the exercise of any options that may be granted under the Share Option Scheme and any treasury Shares held by our Company) until the conclusion of our next annual general meeting, or the date by which our next annual general meeting is required by the Articles of Association, the Companies Act or any applicable law to be held, or the passing of an ordinary resolution by the Shareholders revoking or varying the authority given to the Directors, whichever occurs first; and
- (vi) the extension of the general mandate to allot, issue and deal with Shares to include the number of Shares which may be purchased or repurchased pursuant to paragraph (iv) above.

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4. Group reorganisation

The companies comprising our Group underwent a reorganisation to rationalise our Group’s structure in preparation for the [REDACTED] of the Shares on the Stock Exchange, details of which are set out in “History, Reorganisation and Corporate Structure—Reorganisation” in this document.

5. Changes in share capital of our subsidiaries

Our subsidiaries during the Track Record Period are listed in the Accountants’ Report set out in Appendix I to this document. Save for the subsidiaries mentioned in the Accountant’s Report, we do not have any other subsidiaries during the Track Record Period.

The following subsidiaries of our Group have been established subsequent to the end of the Track Record Period and within two years immediately preceding the date of this document:

<u>Name of Subsidiaries</u>	<u>Place of Establishment</u>	<u>Date of Establishment</u>
Lanzhou Dijia Auto Service Co., Ltd. (蘭州市嘀加汽車服務有限公司)	PRC	29 January 2024
Xining Dijia Auto Service Co., Ltd. (西寧嘀加汽車服務有限公司)	PRC	22 February 2024
Puyang Dike Auto Service Co., Ltd. (濮陽市嘀科汽車服務有限公司)	PRC	23 February 2024
Lanzhou Dike Auto Service Co., Ltd. (蘭州市嘀科汽車服務有限公司)	PRC	26 February 2024
Xinyang City Pingqiao District Dijia Auto Service Co., Ltd. (信陽市平橋區嘀加汽車服務 有限公司).	PRC	27 February 2024
Beihai Dijia Auto Technology Service Co., Ltd. (北海嘀加汽車技術服務有限公司).	PRC	28 February 2024
Zhengzhou Dike Auto Service Co., Ltd. (鄭州市嘀科汽車服務有限公司)	PRC	4 March 2024
Beijing Dijia Auto Service Co., Ltd. (北京嘀加汽車服務有限公司)	PRC	8 March 2024
Yinchuan Dijia Auto Service Co., Ltd. (銀川嘀加汽車服務有限公司)	PRC	20 March 2024
Yinchuan Shujia Auto Service Co., Ltd. (銀川數加汽車服務有限公司)	PRC	20 March 2024
Hohhot Dijia Auto Service Co., Ltd. (呼和浩特市嘀加汽車服務有限公司)	PRC	22 March 2024

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Save as disclosed in “History, Reorganisation and Corporate Structure—Our Corporate Development” and “History, Reorganisation and Corporate Structure—Reorganisation” in this document, no alterations in the share capital of each of our Company’s principal subsidiaries took place within the two years immediately preceding the date of this document.

6. Repurchase by our Company of our own securities

This paragraph includes information required by the Stock Exchange to be included in this document concerning the repurchase by our Company of our own securities.

(a) Shareholders’ approval

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

Pursuant to a resolution in writing passed by our Shareholders on 18 June 2024, the Repurchase Mandate was given to our Directors to exercise all the powers of the Company to repurchase Shares on the Stock Exchange or any other stock exchange on which our securities may be [REDACTED] or recognised by the SFC and the Stock Exchange for this purpose with an aggregate number of Shares not exceeding 10% of the aggregate number of Shares in [REDACTED] immediately following completion of the [REDACTED] and the [REDACTED] (without taking into account any Shares to be [REDACTED] upon the exercise of any options that may be granted under the Share Option Scheme and any treasury Shares held by the Company) until the conclusion of our next annual general meeting, or the date by which our next annual general meeting is required by the Articles of Association, the Companies Act or any applicable law to be held, or the passing of an ordinary resolution by Shareholders revoking or varying the authority given to our Directors, whichever occurs first.

(b) Source of funds

Repurchases must be paid out of funds legally available for the purpose in accordance with the Articles of Association, the Listing Rules and the applicable laws of the Cayman Island. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time. Under the Companies Act, any repurchases by our Company may be made out of our Company’s profits, out of our Company’s share premium account, or out of the proceeds of a issue of Shares made for the purpose of the repurchase or, if so authorised by the Articles of Association and subject to the Companies Act, out of capital. Any premium payable on a repurchase over the par value of the

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Shares to be repurchased must be provided for out of either of both our Company's profits or our Company's share premium account before or at time the Shares are repurchased, or, if authorised by the Articles of Association and subject to the provisions of the Companies Act, out of capital.

(c) *Reasons for repurchases*

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

(d) *Impact of repurchases*

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

(e) *General*

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately after the [REDACTED], would result in up to [REDACTED] Shares being repurchased by us during the period in which the Repurchase Mandate remains in force.

Our Directors confirm that neither the explanatory statement of the Repurchase Mandate as provided to our Shareholders in connection with the written resolutions of our Shareholders passed on 18 June 2024 nor the proposed Share repurchase has any unusual features.

If, as a result of a securities repurchase, a Shareholder's proportionate interest in the voting rights of our Company is increased, such increase will be treated as an acquisition for the purpose of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with Rule

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26 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

Immediately upon completion of the [REDACTED] (but without taking into account any Shares to be [REDACTED] upon the exercise of any options that may be granted under the Share Option Scheme), the Controlling Shareholders Group would be entitled to exercise approximately [REDACTED]% of the issued share capital of our Company. In the event that our Directors exercise the Repurchase Mandate in full, the voting rights exercisable by the Controlling Shareholders Group in our Company would be increased to approximately [REDACTED]% of the issued Share capital of our Company, which will give rise to an obligation for the Controlling Shareholders Group and the parties acting with concert with them to make a mandatory offer under Rules 26 and 32 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate. Our Directors have no present intention to exercise the Repurchase Mandate to such extent as would result in such mandatory offer obligation arising.

Our Directors will not exercise the Repurchase Mandate if the repurchase would result in the number of Shares which are in the hands of the public falling below 25% of the total number of Shares in issue (or such other percentage as may be prescribed as the minimum public shareholding under the Listing Rules).

The Company may cancel any Shares it repurchases and/or hold them as treasury Shares subject to factors that may be relevant to the Directors at the relevant time, including but not limited to the then market conditions, the capital management needs of the Company and the future fundraising needs of the Company. The Board currently intends to hold any repurchased Shares as treasury Shares.

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

7. Registration under Part 16 of the Companies Ordinance

Our principal place of business in Hong Kong for the purpose of registration under Part 16 of the Companies Ordinance is at 46/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong. Our Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 31 May 2023. Ms. Cheung Lai Ha (張麗霞), a joint company secretary of our Company, has been appointed as the agent of our Company for the acceptance of service of process in Hong Kong.

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B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contracts

The following contracts (not being contracts entered into in the ordinary course of business) were entered into by our Company or its subsidiaries within the two years preceding the date of this document and are or may be material:

- (a) the Share Subscription Agreement dated 12 August 2022 entered into among our Company, Carlink BVI, Carlink HK, Guanglian Shuke, Guanglian Saixun, Future Tendency, Future Expectations, Visionary Leader, Intelligent Leader, Rongying BVI, Yantai Longhe, Shenzhen Lianxing Yongsheng Investment Enterprise (Limited Partnership) (深圳市聯興永盛投資企業(有限合夥)) (“**Lianxing Yongsheng Investment**”), Suzhou Huiheng Venture Capital Center (Limited Partnership) (蘇州暉珩創業投資中心(有限合夥)) (“**Huiheng Investment**”), Huaixin Co-stone Investment Limited (“**Huaixin Investment**”), Lingyu Co-stone Investment Limited (“**Lingyu Investment**”) and Profit Channel Development Limited (“**Profit Channel**”) in relation to the subscription of the Shares by Future Tendency, Future Expectations, Visionary Leader, Intelligent Leader, Rongying BVI, Yantai Longhe, Lianxing Yongsheng, Profit Channel, Lingyu Investment, Huaixin Investment and Huiheng Investment;
- (b) the Shareholders’ Agreement dated 12 August 2022 entered into among our Company, Future Tendency, Future Expectations, Visionary Leader, Intelligent Leader, Rongying BVI, Yantai Longhe, Lianxing Yongsheng, Profit Channel, Lingyu Investment, Huaixin Investment, Huiheng Investment and the Registered Shareholders (namely, Zhenghe Futong, Xinjiang Rongying, Shanghai Xiangru and Mr. Zhao) in relation to the rights of Yantai Longhe, Lianxing Yongsheng, Profit Channel and Lingyu Investment;
- (c) an exclusive business cooperation agreement (獨家業務合作協議) dated 24 March 2023 entered into by Guanglian Saixun and Guanglian Shuke, whereby Guanglian Shuke has the exclusive right to provide, or designate any third party to provide Guanglian Saixun with overall business support, technical services and consulting services;
- (d) an exclusive option agreement (獨家購買權協議) dated 24 March 2023 entered into among Zhenghe Futong, Zhenghe Fangda, Xinjiang Rongying, Shanghai Rongru Investment, Shanghai Xiangru, Mr. Zhu Lei, Mr. Zhu Hui, Mr. Jiang, Mr. Zhao, Guanglian Saixun and Guanglian Shuke, whereby the Registered Shareholders unconditionally and irrevocably agree to grant Guanglian Shuke

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an exclusive option to purchase all or part of the equity interests in Guanglian Saixun, and Guanglian Saixun unconditionally and irrevocably agree to grant Guanglian Shuke an exclusive option to purchase all or part of the assets of Guanglian Saixun;

- (e) a shareholders' rights proxy agreement (股東表決權委托協議) dated 24 March 2023 entered among the Registered Shareholders, Guanglian Shuke and Guanglian Saixun, whereby the Registered Shareholders irrevocably appointed Guanglian Shuke or its designated person, as their attorney-in-fact, to exercise their shareholders' rights in Guanglian Saixun;
- (f) an equity pledge agreement (股份質押協議) dated 24 March 2023 entered into among Zhenghe Futong, Guanglian Saixun and Guanglian Shuke, whereby Zhenghe Futong agree to pledge all of the equity interests in Guanglian Saixun to Guanglian Shuke in order to guarantee the performance of obligations of Zhenghe Futong and Guanglian Saixun under the Contractual Arrangements;
- (g) an equity pledge agreement (股份質押協議) dated 24 March 2023 entered into among Xinjiang Rongying, Guanglian Saixun and Guanglian Shuke, whereby Xinjiang Rongying agree to pledge all of the equity interests in Guanglian Saixun to Guanglian Shuke in order to guarantee the performance of obligations of Xinjiang Rongying and Guanglian Saixun under the Contractual Arrangements;
- (h) an equity pledge agreement (股份質押協議) dated 24 March 2023 entered into among Shanghai Xiangru, Guanglian Saixun and Guanglian Shuke, whereby Shanghai Xiangru agree to pledge all of the equity interests in Guanglian Saixun to Guanglian Shuke in order to guarantee the performance of obligations of Shanghai Xiangru and Guanglian Saixun under the Contractual Arrangements;
- (i) an equity pledge agreement (股份質押協議) dated 24 March 2023 entered into among Mr. Zhao, Guanglian Saixun and Guanglian Shuke, whereby Mr. Zhao agree to pledge all of the equity interests in Guanglian Saixun to Guanglian Shuke in order to guarantee the performance of obligations of Mr. Zhao and Guanglian Saixun under the Contractual Arrangements;
- (j) a letter of spousal undertaking (配偶承諾函) dated 24 March 2023 from Ms. Wang Ji (王佶), spouse of Mr. Zhu Lei, whereby Ms. Wang Ji unconditionally and irrevocably consented to the entering into of, among others, the equity pledge agreement, the exclusive option agreement and the shareholders' rights proxy agreement by Mr. Zhu Lei and the disposal of Mr. Zhu Lei's equity interests in Guanglian Saixun according to the terms of the aforementioned agreements;

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- (k) a letter of spousal undertaking (配偶承諾函) dated 24 March 2023 from Ms. Chao Lu (巢璐), spouse of Mr. Zhu Hui, whereby Ms. Chao Lu unconditionally and irrevocably consented to the entering into of, among others, the equity pledge agreement, the exclusive option agreement and the shareholders' rights proxy agreement by Mr. Zhu Hui and the disposal of Mr. Zhu Hui's equity interests in Guanglian Saixun according to the terms of the aforementioned agreements;
- (l) a letter of spousal undertaking (配偶承諾函) dated 24 March 2023 from Ms. Fan Xiaoyan (范曉燕), spouse of Mr. Jiang, whereby Ms. Fan Xiaoyan unconditionally and irrevocably consented to the entering into of, among others, the equity pledge agreement, the exclusive option agreement and the shareholders' rights proxy agreement by Mr. Jiang and the disposal of Mr. Jiang's equity interests in Guanglian Saixun according to the terms of the aforementioned agreements;
- (m) a letter of spousal undertaking (配偶承諾函) dated 24 March 2023 from Ms. Qi Yunlu (齊雲璐), spouse of Mr. Zhao, whereby Ms. Qi Yunlu unconditionally and irrevocably consented to the entering into of, among others, the equity pledge agreement, the exclusive option agreement and the shareholders' rights proxy agreement by Mr. Zhao and the disposal of Mr. Zhao's equity interests in Guanglian Saixun according to the terms of the aforementioned agreements;
- (n) the Deed of Indemnity dated 18 June 2024 entered into by our Controlling Shareholders Group in favor of our Company (for itself and, where appropriate, as trustee of its subsidiaries) in respect of certain indemnities as provided therein;
- (o) [REDACTED]; and
- (p) the Hong Kong [REDACTED] Agreement.

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2. Our Material Intellectual Property Rights

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

(a) Trademarks

As at the Latest Practicable Date, we have registered the following trademarks which are material to our business:

No.	Trademark	Class	Registered Owner	Place of Registration	Registration Number	Expiry Date
1	 广联赛讯	9	Guanglian Saixun	PRC	22583865	13 February 2028
2	 广联赛讯	36	Guanglian Saixun	PRC	22586070	20 November 2028
3	 广联赛讯	37	Guanglian Saixun	PRC	22586174	06 April 2028
4	 广联赛讯	42	Guanglian Saixun	PRC	22586442	27 January 2029
5	 广联赛讯	9	Guanglian Saixun	PRC	22583702	13 February 2028
6	 广联赛讯	35	Guanglian Saixun	PRC	22585103	27 January 2029
7	 广联赛讯	36	Guanglian Saixun	PRC	22586279	06 March 2028
8	 广联赛讯	37	Guanglian Saixun	PRC	22586208	06 April 2028
9	 广联赛讯	39	Guanglian Saixun	PRC	22586275	06 April 2028
10	 广联赛讯	42	Guanglian Saixun	PRC	22586878	13 April 2029
11	 商加	12	Guanglian Shuke	PRC	60767578	13 May 2032
12	 商加	36	Guanglian Shuke	PRC	60775485	13 May 2032
13	 商加	37	Guanglian Shuke	PRC	60767624	13 May 2032
14	 商加	39	Guanglian Shuke	PRC	60792441	13 May 2032
15	 广联数科	37	Guanglian Saixun	PRC	66423954	20 February 2033






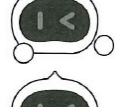






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No.	Trademark	Class	Registered Owner	Place of Registration	Registration Number	Expiry Date
16	广联数科	42	Guanglian Saixun	PRC	66435039	13 February 2033
17	嘀嘀虎	9	Guanglian Saixun	PRC	66673801	13 February 2033
18	嘀嘀虎	37	Guanglian Saixun	PRC	66683542	06 February 2033
19	嘀加	9	Guanglian Shuke	PRC	60787840	27 July 2032
20	嘀加	42	Guanglian Shuke	PRC	60778021	20 July 2032
21	嘀加	35	Guanglian Shuke	PRC	60780704	27 July 2032
22	嘀加	16	Guanglian Shuke	Hong Kong	305830858	13 December 2031
23	嘀嘀虎	9	Guanglian Saixun	PRC	21036786	13 October 2027
24	嘀嘀虎	12	Guanglian Saixun	PRC	21037690	13 October 2027
25	嘀嘀虎	17	Guanglian Saixun	PRC	54227167	06 October 2031
26	嘀嘀虎	36	Guanglian Saixun	PRC	21036186	27 August 2028
27	嘀嘀虎	39	Guanglian Saixun	PRC	21040032	13 October 2027
28	嘀嘀虎	42	Guanglian Saixun	PRC	21040756	20 February 2029
29		9	Guanglian Saixun	PRC	21036255	13 October 2027
30		12	Guanglian Saixun	PRC	21037491	13 October 2028
31		35	Guanglian Saixun	PRC	21037949	13 October 2027
32		36	Guanglian Saixun	PRC	21036037	13 October 2027
33		37	Guanglian Saixun	PRC	21038498	13 October 2027

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No.	Trademark	Class	Registered Owner	Place of Registration	Registration Number	Expiry Date
34		38	Guanglian Saixun	PRC	21039392	13 October 2027
35		39	Guanglian Saixun	PRC	21039838	13 October 2027
36		42	Guanglian Saixun	PRC	21040517	13 October 2027
37		35	Guanglian Saixun	PRC	21038003	13 October 2027
38		36	Guanglian Saixun	PRC	21036106	13 October 2027
39		37	Guanglian Saixun	PRC	21038798	13 October 2027
40		39	Guanglian Saixun	PRC	21040045	13 October 2027
41		42	Guanglian Saixun	PRC	23831653	13 April 2028
42		9	Guanglian Saixun	PRC	25083997	27 June 2028
43		35	Guanglian Saixun	PRC	25084003	06 July 2028
44		42	Guanglian Saixun	PRC	25084009	06 July 2028
45	DIDIHU	9	Guanglian Saixun	PRC	33208926	27 May 2029
46	DIDIHU	12	Guanglian Saixun	PRC	33208927	27 May 2029
47	DIDIHU	36	Guanglian Saixun	PRC	33208924	27 May 2029
48	DIDIHU	39	Guanglian Saixun	PRC	33208923	27 May 2029
49	DIDIHU	42	Guanglian Saixun	PRC	33208922A	06 August 2029
50		42	Guanglian Shuke	PRC	23831605	20 April 2029

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No.	Trademark	Class	Registered Owner	Place of Registration	Registration Number	Registration Expiry Date
51		9	Guanglian Shuke	PRC	36345909	06 November 2029
52		37	Guanglian Shuke	PRC	64591844	06 January 2033
53		42	Guanglian Shuke	PRC	64619242	06 January 2033
54		9	Guanglian Saixun	PRC	66423949	06 May 2033
55		17	Carlink HK	PRC	65803943	13 January 2033

(b) Patents

As at the Latest Practicable Date, we have registered the following patents which are material in relation to our business:

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Registration Number	Registration Date	Registration Expiry Date
1	Tsp program interaction method based on WinCE system and vehicle equipment (基於WinCE系統的Tsp程序交互方法及車載設備)	Invention	Guanglian Saixun	PRC	ZL201410788215.4	17 December 2014	16 December 2034
2	Installation and testing methods, servers and systems for GPS terminals (GPS終端的安裝測試方法、服務器及系統)	Invention	Guanglian Saixun	PRC	ZL201610292811.2	04 May 2016	03 May 2036
3	Vehicle permanent location analysis method (車輛常駐地分析方法)	Invention	Guanglian Saixun	PRC	ZL201610216718.3	08 April 2016	07 April 2036
4	Method and system for establishing base station location database based on vehicle-mounted equipment (基於車載設備的基站位置庫建立方法及系統)	Invention	Guanglian Saixun	PRC	ZL201710045485.X	20 January 2017	19 January 2037

APPENDIX IV STATUTORY AND GENERAL INFORMATION

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Registration Number	Registration Date	Registration Expiry Date
5	Method and device for determining attribution place of vehicle (確定車輛歸屬地的方法和裝置)	Invention	Guanglian Saixun	PRC	ZL201710180087.9	21 March 2017	20 March 2037
6	Method and device for filtering abnormal GPS data (異常GPS數據的過濾方法和裝置)	Invention	Guanglian Saixun	PRC	ZL201710180088.3	21 March 2017	20 March 2037
7	Method, device and computer-readable storage medium for determining attribution place of vehicle (確定車輛歸屬地的方法、裝置及計算機可讀存儲介質)	Invention	Guanglian Saixun	PRC	ZL201710896704.5	27 September 2017	26 September 2037
8	GPS data information query method and system based on shared memory (基於共享內存的GPS數據信息查詢方法及系統)	Invention	Guanglian Saixun	PRC	ZL201710171845.0	21 March 2017	20 March 2037
9	Method, system and computer readable storage medium for monitoring abnormal gathering places of vehicles (車輛異常聚集地監控方法及系統、計算機可讀存儲介質)	Invention	Guanglian Saixun	PRC	ZL201711170017.1	21 November 2017	20 November 2037
10 ...	Power-off alarm verification method, device and computer-readable storage medium (斷電報警驗證方法、設備及計算機可讀存儲介質)	Invention	Guanglian Shuke	PRC	ZL201711101605.X	08 November 2017	07 November 2037
11 ...	Vehicle remote diagnosis terminal (Jiabao) (車輛遠程診斷終端 (駕寶))	Design	Guanglian Saixun	PRC	ZL201530239370.6	07 July 2015	06 July 2025

APPENDIX IV STATUTORY AND GENERAL INFORMATION

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Registration Number	Registration Date	Registration Expiry Date
12 ...	OBD-based vehicle damage evaluation method and device (基於OBD的車損度評估方法及裝置)	Invention	Guanglian Shuke	PRC	ZL201610481753.8	27 June 2016	26 June 2036
13 ...	Method and device for calibrating relationship between vehicle-mounted equipment (車載設備關係校對方法及裝置)	Invention	Guanglian Shuke	PRC	ZL201510969640.8	22 December 2015	21 December 2035
14 ...	Message push method and device (消息推送方法及裝置)	Invention	Guanglian Shuke	PRC	ZL201611041773.X	21 November 2016	20 November 2036
15 ...	Method, system and computer-readable storage medium for judging ignition and flameout status of vehicle (車輛點熄火狀態的判斷方法及系統、計算機可讀存儲介質)	Invention	Guanglian Shuke	PRC	ZL201711371514.8	18 December 2017	17 December 2037
16 ...	Vehicle-mounted smart terminals (車載智能終端)	Design	Guanglian Saixun	PRC	ZL201930360435.0	08 July 2019	07 July 2029
17 ...	Network flow control method and device (網絡流量控制方法及裝置)	Invention	Guanglian Shuke	PRC	ZL201610701581.0	22 August 2016	21 August 2036
18 ...	Vehicle-mounted smart terminals (車載智能終端)	Design	Guanglian Saixun	PRC	ZL201930534384.9	27 September 2019	26 September 2029
19 ...	Vehicle travel calculation method, device and readable storage medium based on vehicle-mounted devices (基於車載設備的車輛行程計算方法、裝置和可讀存儲介質)	Invention	Guanglian Shuke	PRC	ZL201710583362.1	17 July 2017	16 July 2037

APPENDIX IV STATUTORY AND GENERAL INFORMATION

No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Registration Number	Registration Date	Registration Expiry Date
20 ...	Data processing method, device and computer-readable storage medium (數據處理方法、裝置及計算機可讀存儲介質)	Invention	Guanglian Shuke	PRC	ZL201711154277.X	17 November 2017	16 November 2037
21 ...	Smart vehicle-mounted charger (智能車載充電器)	Design	Guanglian Saixun	PRC	ZL202030496257.7	26 August 2020	25 August 2030
22 ...	Method, device and computer-readable storage medium for monitoring Internet of thing network card traffic pool (物聯網卡流量池監控方法、設備及計算機可讀存儲介質)	Invention	Guanglian Shuke	PRC	ZL201711136247.6	15 November 2017	14 November 2037
23 ...	Prediction method, network terminal and storage medium for prepaid card residual flow (預付卡剩餘流量預測方法、網絡終端和存儲介質)	Invention	Guanglian Shuke	PRC	ZL201711439119.9	26 December 2017	25 December 2037
24 ...	Identification method and terminal equipment for malicious removal of vehicle positioning equipment (車載定位設備被惡意拆除的識別方法以及終端設備)	Invention	Guanglian Saixun	PRC	ZL202010044604.1	15 January 2020	14 January 2040
25 ...	Method, device, equipment and computer-readable storage medium for monitoring vehicle collision (車輛碰撞監測方法、裝置、設備及計算機可讀存儲介質)	Invention	Guanglian Shuke	PRC	ZL202110066589.5	18 January 2021	17 January 2041

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No.	Patent Name	Patent Type	Registered Owner	Place of Registration	Registration Number	Registration Date	Registration Expiry Date
26 ...	Method for UBI scoring - UBI scoring device and readable storage medium (UBI評分方法、UBI評分裝置及可讀存儲介質)	Invention	Guanglian Saixun	PRC	ZL202010016302.3	7 January 2020	6 January 2040
27 ...	Method, terminal and storage medium for data enquiry based on data caching (基於數據緩存的查詢方法、終端及存儲介質)	Invention	Guanglian Saixun	PRC	ZL201911370778.0	25 December 2019	24 December 2039
28 ...	Methods of testing, terminal equipment and storage medium for highly risky locations for vehicles (車輛高危地點的檢測方法、終端設備及存儲介質)	Invention	Guanglian Saixun	PRC	ZL202010080223.9	4 February 2020	3 February 2040

APPENDIX IV STATUTORY AND GENERAL INFORMATION

(c) Copyrights

As at the Latest Practicable Date, we have registered the following copyrights which are material in relation to our business:

(i) Software

No.	Copyright	Owner	Place of Registration	Registration Number	First Release Date
1	Didihu WeChat Official Account Application Platform (Abbreviation: Didihu WeChat) (滴滴虎微信公眾號應用平台(簡稱:滴滴虎微信))	Guanglian Saixun	PRC	2016SR264678	01 June 2016
2	Guanglian Shuke Behavioral Tracking Point Server Software (Abbreviation: Tracking Point Server) (廣聯數科行為埋點服務器軟件(簡稱:行為埋點服務器))	Guanglian Shuke	PRC	2018SR1035341	20 November 2018
3	Guanglian Shuke Didihu AI Data Platform (Abbreviation: Didihu AI Data Platform) (廣聯數科滴滴虎AI數據平台(簡稱:滴滴虎AI數據平台))	Guanglian Shuke	PRC	2018SR1036868	15 November 2018
4	Guanglian Shuke Maintenance Loss Warning Function Server Software (Abbreviation: Maintenance Loss Warning Function Service) (廣聯數科保養流失預警功能服務器軟件(簡稱:保養流失預警服務))	Guanglian Shuke	PRC	2018SR1036876	24 October 2018
5	Guanglian Shuke Vehicle Electric Fence Monitoring Software (Abbreviation: Vehicle Electric Fence Monitoring) (廣聯數科車輛電子圍欄監控軟件(簡稱:車輛電子圍欄監控))	Guanglian Shuke	PRC	2018SR1040211	15 November 2018

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No.	Copyright	Owner	Place of Registration	Registration Number	First Release Date
6	Guanglian Shuke Internet of Vehicles Value-added Service System Software (Central Control Version) (Abbreviation: Guanglian Shuke Central Control Version) (廣聯數科車聯網增值服務系統軟件(中控版)(簡稱:廣聯數科中控版))	Guanglian Shuke	PRC	2019SR0733012	08 May 2019
7	Guanglian DidiHu Connected Car Entertainment System (廣聯滴滴虎互聯車娛樂系統)	Guanglian Saixun	PRC	2015SR130083	27 March 2015
8	Didihu Open Cloud Platform Device Management Report System (Abbreviation: Didihu Open Cloud Platform) (滴滴虎開放雲平台設備管理報表系統(簡稱:滴滴虎開放雲平台))	Guanglian Saixun	PRC	2016SR156676	20 January 2016
9	Guanglian Saixun Didihu Android Smart Driving System (Abbreviation: Didihu) (廣聯賽訊滴滴虎 Android智能行車系統(簡稱:滴滴虎))	Guanglian Saixun	PRC	2016SR101648	22 February 2016
10 ..	(Guanglian Shuke Didihu Android Smart Rear-view Mirror Driving System (Abbreviation: Didihu Android Smart Rear-view Mirror)) (廣聯數科滴滴虎 Android智能後視鏡行車系統(簡稱:滴滴虎安卓智能後視鏡))	Guanglian Shuke	PRC	2022SR0788234	25 February 2016
11 ..	Didihu Access Platform Device Access System (Abbreviation: Didihu Access Platform) (滴滴虎接入平台設備接入系統(簡稱:滴滴虎接入平台))	Guanglian Shuke	PRC	2022SR0334633	01 July 2016

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No.	Copyright	Owner	Place of Registration	Registration Number	First Release Date
12 ..	Guanglian Vehicle Permanent Location Offset Analysis Software (廣聯車輛常駐地偏移分析軟件)	Guanglian Shuke	PRC	2022SR1152452	15 February 2016
13 ..	Guanglian DidiHu Internet of Vehicles Service System In-vehicle Software (Abbreviation: DidiHu) (廣聯滴滴虎車聯網服務系統車機軟件(簡稱:滴滴虎))	Guanglian Saixun	PRC	2016SR359228	02 March 2016
14 ..	Didihu Audi A4L Connected Car Entertainment System (Abbreviation: DidiHu Connected Car Entertainment System) (滴滴虎奧迪A4L互聯車娛樂系統(簡稱:滴滴虎互聯車娛樂系統))	Guanglian Saixun	PRC	2017SR084139	18 January 2017
15 ..	Guanglian Data Traffic Card Management Platform System (Abbreviation: Data Traffic Management Platform) (廣聯流量卡管理平台系統(簡稱:流量管理平台))	Guanglian Shuke	PRC	2022SR1091871	07 July 2017
16 ..	Didihu News Push Platform Software System (Abbreviation: News Push) (滴滴虎消息推送平台軟件系統(簡稱:消息推送))	Guanglian Saixun	PRC	2017SR493292	20 January 2017
17 ..	Didihu Daily Insurance UBI Auto Insurance Platform (Abbreviation: Daily Insurance) (滴滴虎按天保UBI車險平台(簡稱:按天保))	Guanglian Saixun	PRC	2017SR493371	29 June 2017
18 ..	Didihu Vehicle Behavior Risk Assessment Software (滴滴虎車輛行為風險評估軟件)	Guanglian Shuke	PRC	2022SR1091872	30 August 2017

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No.	Copyright	Owner	Place of Registration	Registration Number	First Release Date
19 ..	Guanglian Risk Management Vehicle Positioning System Software (Abbreviation: FRMS Vehicle Positioning System Software) (廣聯風控管理車機定位系統軟件(簡稱:FRMS車機定位系統軟件))	Guanglian Saixun	PRC	2017SR578458	30 June 2017
20 ..	Guanglian Financial Risk Management Platform WeChat Vehicle Tracking System (Abbreviation: WVTS) (廣聯金融風控管理平台微信追車系統(簡稱:WVTS))	Guanglian Saixun	PRC	2017SR682976	07 September 2017
21 ..	HuGe e-Shield API Standard Interface System (Abbreviation: API Standard Interface System) (虎哥e盾API標準接口系統(簡稱:API標準接口系統))	Guanglian Saixun	PRC	2018SR811113	09 August 2018
22 ..	HuGe e- Shield Vehicle Risk Management System (Abbreviation: HuGe e-Shield) (虎哥e盾車輛風控系統(簡稱:虎哥e盾))	Guanglian Shuke	PRC	2022SR1152453	27 September 2018
23 ..	HuGe e-Shield Mini Program Software (Abbreviation: HuGe e-Shield Mini Program) (虎哥E盾小程序軟件(簡稱:虎哥E盾小程序))	Guanglian Saixun	PRC	2019SR0166417	20 September 2018
24 ..	Guanglian Saixun & HuGe e-Shield Vehicle Risk Management System Software on Mobile (Abbreviation: HuGe e-Shield app) (廣聯賽訊虎哥E盾車輛風控系統手機版軟件(簡稱:虎哥E盾app))	Guanglian Saixun	PRC	2019SR0166404	04 July 2018

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No.	Copyright	Owner	Place of Registration	Registration Number	First Release Date
25 ..	Guanglian Dijia Internet of Vehicles Value-added Service Platform (Abbreviation: Dijia Internet of Vehicles Value-added Service Platform) (廣聯嘀加車聯網增值服務平台(簡稱:嘀加車聯網增值服務平台))	Guanglian Shuke	PRC	2022SR1091870	30 November 2018
26 ..	Car Bodyguard Cloud Platform (Abbreviation: Car Bodyguard) (愛車保鏢雲平台(簡稱:愛車保鏢))	Guanglian Shuke	PRC	2022SR1091869	22 March 2019
27 ..	Parade Car Online Appointment Platform Background Management System (Abbreviation: Parade Car Management System) (巡遊車網約化平台後台管理系統(簡稱:巡遊車管理系統))	Guanglian Saixun	PRC	2019SR0474914	26 March 2019
28 ..	E-hailing APP Driver-end System (網約車APP司機端系統)	Guanglian Saixun	PRC	2019SR0477775	26 March 2019
29 ..	E-hailing APP Passenger-end System (網約車APP乘客端系統)	Guanglian Saixun	PRC	2019SR0477970	12 March 2019
30 ..	Central Procurement Electronic Catalog Management Module Software (Abbreviation: Electronic Catalog) (集採電子目錄管理模塊軟件(簡稱:電子目錄))	Guanglian Saixun	PRC	2019SR0627373	14 March 2019
31 ..	Didihu AI Internet of Vehicles Location Service System Software (Abbreviation: FRMS System) (嘀嗒虎AI車聯網位置服務系統軟件(簡稱:FRMS系統))	Guanglian Saixun	PRC	2019SR0686238	20 March 2019

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No.	Copyright	Owner	Place of Registration	Registration Number	First Release Date
32 ..	Dijia Internet of Vehicles Value-added Service System Software (Pantilt and Lens Edition) (Abbreviation: Dijia- Pantilt and Lens Edition) (嘀加車聯網增值服務系統軟件(雲鏡版)(簡稱:嘀加-雲鏡版))	Guanglian Saixun	PRC	2019SR0686248	10 April 2019
33 ..	Intelligent AI Voice Assistant Service Software (Abbreviation: AI Voice Assistant) (智能AI語音助理服務軟件(簡稱:AI語音助理))	Guanglian Shuke	PRC	2022SR1091868	02 March 2019
34 ..	Guanglian HuGe e-Shield Data Dashboard Software (Abbreviation: HuGe e-Shield Data Dashboard) (廣聯虎哥e盾數據看板軟件(簡稱:虎哥e盾數據看板))	Guanglian Saixun	PRC	2019SR0778113	12 April 2019
35 ..	Guanglian Storefront Upgrade Recharge Card Software (Abbreviation: Upgrade Recharge Card) (廣聯店面升級充值卡軟件(簡稱:升級充值卡))	Guanglian Saixun	PRC	2019SR0778121	15 April 2019
36 ..	Guanglian Cloud Anti-Theft Activation Early Warning System (Abbreviated: Cloud Anti-Theft) (廣聯雲防盜啟動預警系統(簡稱:雲防盜))	Guanglian Saixun	PRC	2019SR0778585	06 May 2019
37 ..	Guanglian Internet of Vehicles Value-added Service System Software (Navigation Version) (Abbreviation: Guanglian Navigation Version) (廣聯車聯網增值服務系統軟件(導航版)(簡稱:廣聯導航版))	Guanglian Shuke	PRC	2022SR1091867	05 July 2019

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No.	Copyright	Owner	Place of Registration	Registration Number	First Release Date
38 ..	Dijia Smart Store Service System Software (GPS Version) (嘀加智慧門店服務系統軟件(GPS版))	Guanglian Shuke	PRC	2022SR1091866	22 July 2019
39 ..	Didihu AI Internet of Vehicles Service System Software (Rear-view Mirror Version) (嘀嗒虎AI車聯網服務系統軟件(後視鏡版))	Guanglian Shuke	PRC	2022SR1091865	15 July 2019
40 ..	Didihu Driving Assistant APP (Abbreviation: Didihu) (嘀嗒虎行車助手APP(簡稱:嘀嗒虎))	Guanglian Saixun	PRC	2020SR1507906	09 September 2020
41 ..	Guanglian Change Vehicle Operation Management Platform (廣聯換個車運營管理平台)	Guanglian Saixun	PRC	2020SR1238361	30 July 2020
42 ..	Didihu AI Smart Car Life APP (Abbreviation: Smart Car Life) (嘀嗒虎AI智享車生活APP(簡稱:智享車生活))	Guanglian Shuke	PRC	2022SR0430605	13 June 2020
43 ..	Hanhuaxing In-Vehicle Speech Recognition Platform System (Abbreviation: In-Vehicle Speech Recognition Platform System) (瀚華興車載語音識別平台系統(簡稱:車載語音識別平台系統))	Hanhuaxing Technology	PRC	2018SR791084	15 June 2018
44 ..	Hanhuaxing Financial Risk Management (FRMS) System (Abbreviated: FRMS System) (瀚華興金融風險管理(FRMS)系統(簡稱:FRMS系統))	Hanhuaxing Technology	PRC	2019SR0170344	15 May 2018
45 ..	Didihu AI Internet of Vehicles In-Vehicle Software (嘀嗒虎AI車聯網車載軟件)	Tianjin Chejia	PRC	2020SR1071617	28 May 2020

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No.	Copyright	Owner	Place of Registration	Registration Number	First Release Date
46 ..	Chejia Internet Intelligent Network System In-Vehicle Software (車家互聯智能網聯系統車載軟件)	Tianjin Chejia	PRC	2021SR0169918	20 August 2020
47 ..	Chejia Internet APP (Abbreviation: Chejia Internet) (車家互聯APP(簡稱:車家互聯))	Tianjin Chejia	PRC	2021SR0382638	29 December 2020

(ii) Works

No.	Copyrights	Owner	Place of Registration	Registration Number	Registration Date
1.....	Didihu (滴滴虎)	Guanglian Saixun	PRC	Guo Zuo Deng Zi-2013-F-00101773 (國作登字-2013-F-00101773)	28 August 2013
2.....	Didihu League LOGO (滴滴虎同盟會標識)	Guanglian Saixun	PRC	Guo Zuo Deng Zi-2019-F-00714583 (國作登字-2019-F-00714583)	23 January 2019
3.....	Didihu Cartoon Image (Xiaodi) (滴滴虎卡通形象(小滴))	Guanglian Saixun	PRC	Guo Zuo Deng Zi-2016-F-00295085 (國作登字-2016-F-00295085)	04 August 2016
4.....	Didihu Brand LOGO (滴滴虎品牌LOGO)	Guanglian Saixun	PRC	Guo Zuo Deng Zi-2016-F-00336355 (國作登字-2016-F-00336355)	05 December 2016
5.....	Didihu Internet of Vehicles Service LOGO (滴滴虎車聯網服務LOGO)	Guanglian Saixun	PRC	Guo Zuo Deng Zi-2016-F-00336358 (國作登字-2016-F-00336358)	05 December 2016
6.....	Di + Smart Car Life (滴+智享車生活)	Guanglian Shuke	PRC	Guo Zuo Deng Zi-2022-F-10170433 (國作登字-2022-F-10170433)	18 August 2022

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(d) Domain Names

As at the Latest Practicable Date, we have registered the following domain names which are material in relation to our business:

No.	Domain name	Registrant	Registration Date	Expiry Date
1	didihu.com.cn	Guanglian Saixun	01 April 2012	01 April 2025
2	glsx.com.cn	Guanglian Saixun	22 May 2012	22 May 2025
3	weienkeji.com.cn	Guanglian Saixun	11 October 2013	11 October 2024
4	hugeepay.com	Guanglian Saixun	10 February 2017	10 February 2025
5	baohuogan.com.cn	Guanglian Saixun	21 November 2018	21 November 2024
6	weientechnology.com.cn	Guanglian Shuke	3 March 2014	03 March 2025
7	glshuke.com	Guanglian Shuke	27 June 2022	27 June 2025
8	hhxtechnology.com	Hanhuaxing Technology	20 July 2022	20 July 2025
9	gldijia.com.cn	Dijia Smart Cloud	25 April 2023	25 April 2025
10 ..	dijiaishop.com.cn	Dijia Smart Cloud	25 July 2023	25 July 2025

We generally renew our domain name registrations once every year and applications for their renewal are usually approximately made one to three months prior to their expiration. Under normal circumstances, the domain name registrations take effect immediately after the payment of renewal fees. As at the Latest Practicable Date, all of our registered domain names remained in effect.

Save as aforesaid, as at the Latest Practicable Date, there were no other intellectual property rights which were material in relation to our Group's business.

3. Related party transactions

Save as disclosed in Note 36 to the Accountants' Report, the text of which is set out in Appendix I to this document, during the two years immediately preceding the date of this document, we have not engaged in any other material related party transactions.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Directors

(a) Particulars of Directors' service contracts

Each of our executive Directors has entered into a service contract with our Company pursuant to which they agreed to act as executive Directors for an initial term of three years with effect from the [REDACTED] which may be terminated by either party by giving not less than three months' written notice. The term of service contract shall be renewed and extended automatically for successive terms of one year upon expiry of the then current term until terminated by either party by giving not less than three months' written notice to the other.

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During the term of the service contract, each of these executive Directors is entitled to the respective basic salary set out below (excluding any discretionary bonus).

In addition, during the term of the service contract, each of the executive Directors is also entitled to a discretionary management bonus in such sum as the Board may in its absolute discretion determine.

An executive Director may not vote on any resolution of the Directors regarding the amount of management bonus payable to him. The current basic annual salaries of the executive Directors payable under their service contracts are as follows:

Name	Annual salary (RMB'000)
Mr. Zhu Lei (朱雷)	450
Mr. Jiang Zhongyong (蔣忠永)	80
Mr. Zhao Zhan (趙展)	1,070

Each of our non-executive Directors and our independent non-executive Directors has been appointed for an initial term of three years commencing from the [REDACTED] which may be terminated by either party by giving not less than three months' written notice. The appointments are subject to the provisions of the Articles of Association with regard to vacation of office of Directors, removal and retirement by rotation of Directors. Each of our non-executive directors of the Company do not receive remuneration from the Company for their position as Directors. Each of our independent non-executive Director is entitled to a director's fee of RMB20,000 per month with effect from the [REDACTED]. Save for directors' fees (as the case may be), none of the independent non-executive Directors is expected to receive any other remuneration for holding their office as an independent non-executive Director.

Save as aforesaid, none of our Directors has or is proposed to have a service contract with our Company or any of our subsidiaries other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).

(b) Remuneration of Directors

- (i) The aggregate emoluments paid and benefits in kind granted by our Group to our Directors in respect of the three years ended 31 December 2021, 2022 and 2023 were approximately RMB1.6 million, RMB1.5 million and RMB1.5 million, respectively.
- (ii) Under the arrangements currently in force, the aggregate emoluments (excluding discretionary bonus) payable by our Group to and benefits in kind receivable by our Directors (including our independent non-executive Directors) for the year ending 31 December 2024, are expected to be approximately RMB1.7 million.

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- (iii) None of our Directors or any past directors of any member of our Group has been paid any sum of money for each of the three years ended 31 December 2021, 2022 and 2023 as (i) an inducement to join or upon joining our Company; or (ii) for loss of office as a director of any member of our Group or of any other office in connection with the management of the affairs of any member of our Group.
- (iv) There has been no arrangement under which a Director has waived or agreed to waive any emoluments for each of the three years ended 31 December 2021, 2022 and 2023.

(c) *Interests and short positions of our Directors and the chief executive of our Company in the shares, underlying shares or debentures of our Company and our associated corporations following the [REDACTED]*

Immediately following completion of the [REDACTED] and the [REDACTED] but without taking into account any Shares to be [REDACTED] upon the exercise of any options that may be granted under the Share Option Scheme, the interests and short positions of our Directors and the chief executive of our Company in the shares, underlying shares or debentures of our Company or our associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they are 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 to be notified to our Company *and the* Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in the Listing Rules, once the Shares are [REDACTED], will be as follows:

<u>Name of Director or Chief Executive</u>	<u>Name of Group member/ associated corporation</u>	<u>Capacity/Nature of interest</u>	<u>Number of Shares held/ interested</u>	<u>Approximate percentage of shareholding in the Total Issued Share Capital⁽²⁾</u>
Mr. Zhu Lei.....	ZL-expectations Future Expectations	Beneficial owner Interests held jointly with another person ⁽³⁾ Interest through voting rights entrustment arrangement ⁽⁴⁾	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]% [REDACTED]% [REDACTED]%

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<u>Name of Director or Chief Executive</u>	<u>Name of Group member/ associated corporation</u>	<u>Capacity/Nature of interest</u>	<u>Number of Shares held/ interested</u>	<u>Approximate percentage of shareholding in the Total Issued Share Capital⁽²⁾</u>
Mr. Jiang	J-Visionary Visionary Leader	Beneficial owner Interest in controlled corporation	[REDACTED] [REDACTED]	[REDACTED]% [REDACTED]%
Mr. Zhao	ZZ-Intelligent Intelligent Leader	Beneficial owner Interest in controlled corporation	[REDACTED] [REDACTED]	[REDACTED]% [REDACTED]%
	Rongying BVI	Interest in controlled corporation	[REDACTED]	[REDACTED]%

Notes:

- (1) All interests stated are long positions.
- (2) The calculation is based on the total number of [REDACTED] Shares in [REDACTED] immediately following the completion of [REDACTED] and the [REDACTED] and without taking into account any Shares to be [REDACTED] upon the exercise of any options granted under the Share Option Scheme.
- (3) Pursuant to the Acting in Concert Confirmation, Mr. Zhu Hui and Mr. Zhu Lei agreed to vote in concert for all operational and financial matters at shareholders’ meetings of our Company. For further details, see “Relationship with our Controlling Shareholders Group”. By virtue of the SFO, Mr. Zhu Hui and Mr. Zhu Lei are deemed to be interested in our Shares in which each other is interested.
- (4) Pursuant to the Voting Rights Entrustment Agreement, Mr. Zhu Lei and Mr. Zhu Hui were entrusted by, among others, J-Visionary, ZZ-Intelligent and Rongying BVI to exercise the voting rights attached to approximately [REDACTED]% of the total [REDACTED] share capital of the Company, following the completion of the [REDACTED] and the [REDACTED] and without taking into account any Shares to be [REDACTED] upon the exercise of any options that may be granted under the Share Option Scheme.

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2. Interest discloseable under the SFO and substantial shareholders

(a) Substantial shareholders of Guanglian Saixun, our Consolidated Affiliated Entity

<u>Name of Directors</u>	<u>Nature of Interest</u>	<u>Associated corporation</u>	<u>Approximate amount of contribution to registered capital</u>	<u>Approximately percentage of shareholding in associated corporation</u>
Mr. Zhu Lei....	Nominee shareholder whose shareholders' rights are subject to contractual arrangements	Guanglian Saixun	RMB6,599,333.84	21.22%
Mr. Jiang.....	Nominee shareholder whose shareholders' rights are subject to contractual arrangements	Guanglian Saixun	RMB5,188,673.65	16.68%
Mr. Zhao	Nominee shareholder whose shareholders' rights are subject to contractual arrangements	Guanglian Saixun	RMB2,943,511.53	9.46%

(b) Substantial shareholders of other members of our Group

<u>Name of subsidiary of the Company</u>	<u>Name of shareholder</u>	<u>Approximate percentage of interest in our subsidiary immediately following the completion of the [REDACTED]</u>
Hantu Dijia	Shaanxi Hantu Lingyu Technology Co., Ltd. (陝西悍途領馭科技有限公司)	49.00%

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So far as is known to the Directors, immediately following completion of the [REDACTED] and the [REDACTED] (but without taking account of any Shares which may be taken up or acquired under the [REDACTED] and any Shares to be issued upon the exercise of any options that may be granted under the Share Option Scheme), our Directors are not aware of any person who will have an interest or a short position in the shares of other members of our Group under the provisions of Divisions 2 and 3 of Part XV of the SFO other than Directors or chief executive of our Company whose interests are disclosed under "—Further Information About Our Directors And Substantial Shareholders—1. Directors—(c) Interests and short positions of our Directors and the chief executive of our Company in the shares, underlying shares or debentures of our Company and our associated corporations following the [REDACTED]" above and "— 2. Interest discloseable under the SFO and substantial shareholders— (a) Substantial Shareholders of Guanglian Saixun, our Consolidated Affiliated Entity" above. For the information on persons who will have an interest or a short position in the Shares or underlying Shares which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, please refer to the section headed "Substantial Shareholders".

3. Disclaimers

Save as disclosed in this document:

- (a) none of our Directors or chief executive of our Company has any interests or short positions in the shares, underlying shares and debentures of our Company or our associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to our Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which he is taken or deemed to have taken under such provisions of the SFO) or which will be required, pursuant to Section 352 of the SFO, to be entered in the register referred to in that section, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers, to be notified to our Company and the Hong Kong Stock Exchange, once the Shares are listed on the Hong Kong Stock Exchange;
- (b) so far as is known to any Director or chief executive of our Company, no person has an interest or short position in the Shares and underlying Shares which would fall to be disclosed to our Company and the Hong Kong Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or is, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of our Group;

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- (c) none of our Directors nor any of the persons listed in "E. Other Information—7. Qualification of Experts" below is interested in the promotion of, or in any assets which have been, within the two years immediately preceding the issue of this document, acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (d) none of our Directors nor any of the persons listed in "—E. Other Information—7. Qualification of Experts" below is materially interested in any contract or arrangement with our Group subsisting at the date of this document which is unusual in its nature or conditions or which is significant in relation to the business of our Group as a whole;
- (e) save in connection with [REDACTED] Agreements, none of the persons listed in "—E. Other Information—7. Qualification of Experts" below has any shareholding in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group;
- (f) none of our Directors has entered or has proposed to enter into any service agreements with our Company or any member of our Group (other than contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation); and
- (g) save as contemplated under the [REDACTED] Agreements, none of our Directors, their respective associates (as defined under the Hong Kong Listing Rules), or Shareholders who are interested in more than 5% of the issued share capital of our Company has any interest in our Company's five largest customers and five largest suppliers in each year of the Track Record Period.

D. SHARE OPTION SCHEME

1. Summary of the terms of the Share Option Scheme

(a) *Purpose of the Share Option Scheme*

The purpose of the Share Option Scheme is:

- (i) to attract and retain the best quality personnel for the development of our Group's businesses;
- (ii) to provide additional incentives or rewards to selected Eligible Participants (as defined below) for their contribution to the creation of our Company's value; and

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- (iii) to promote the long term financial success of our Group by aligning the interest of any Eligible Participant who accepts an offer of the grant of an option in accordance with the terms of the Share Option Scheme ("**Grantee(s)**") to those of our Shareholders.

(b) Who may join

On and subject to the terms of the Share Option Scheme the requirements of the Listing Rules, our Board shall be entitled at any time during the term of the Share Option Scheme to make an offer for the grant of option to any person belonging to the following classes as our Board may in its absolute discretion select (an "**Eligible Participant**"):

- (i) any person employed by any member of our Group who has successfully passed their probation period and any person who is a director (whether executive or non-executive) of any member of our Group, which shall include any person who is granted option(s) as an inducement to enter into employment contract with any member of our Group (an "**Eligible Employee**"). For the avoidance of doubt, a Grantee shall not cease to be an Eligible Employee only by reason of (a) any leave of absence approved by his/her employing or engaging company; or (b) transfers between members of our Group or any successor;
- (ii) any person who is employed by or is a director (whether executive or non-executive) of any of the holding companies, fellow subsidiaries or associated companies of our Company (an "**Eligible Related Entity Participant**"); or
- (iii) any person who provides services to any member of our Group on a continuing or recurring basis in its ordinary and usual course of business which, in the opinion of our Board, are in the interests of the long term growth of our Group, including: (a) suppliers of services to any member of our Group; and (b) advisors (professional or others) or consultants to any area of business or business development of any member of our Group, provided that any placing agents or financial advisers providing advisory services to our Group for fundraising, mergers or acquisitions and professional services providers such as auditors or valuers who provide assurance or are required to perform their services with impartiality and objectivity should not be Eligible Service Providers for the purpose of the Share Option Scheme (an "**Eligible Service Provider**").

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(c) *Maximum number of Shares*

- (i) Prior to the approval of a Refreshed Mandate Limit (as defined below), the maximum aggregate number of Shares which may be allotted and issued or transferred by our Company upon exercise of all options which may be granted under the Share Option Scheme and any options or awards under any other schemes to be adopted by our Company from time to time (including, for the avoidance of doubt, such maximum aggregate number of Shares which may be allotted and issued or transferred by our Company upon exercise of the service providers' options under the Service Provider Sublimit (as defined below)) is [REDACTED] Shares, being no more than 10% of our Shares in [REDACTED] (excluding treasury Shares) as at the [REDACTED] (the "**Initial Mandate Limit**").
- (ii) Our Company may refresh the Initial Mandate Limit or the Refreshed Mandate Limit (as the case may be) (the "**Scheme Mandate Limit**") by ordinary resolution of our Shareholders after three years from the date of Shareholders' approval for the last refreshment (or the adoption of the Scheme, as the case maybe). Any proposal for refreshing the Scheme Mandate Limit before the end of such three year period must be approved by our independent Shareholders. In no event that the maximum aggregate number of Shares which may be allotted and issued or transferred by our Company under the Scheme Mandate Limit as refreshed (the "**Refreshed Mandate Limit**") may exceed 10% of our Shares in issue (excluding treasury Shares) as at the date of approval of the Refreshed Mandate Limit.
- (iii) Our Board may seek separate approval of our Shareholders in general meeting to grant options beyond the Initial Mandate Limit or the Refreshed Mandate Limit, provided that the options in excess of the Initial Mandate Limit or the Refreshed Mandate Limit shall be granted only to such Eligible Participant(s) and for such number and terms specifically identified and determined by our Company before such approval is sought.
- (iv) Subject to available Scheme Mandate Limit and prior to the approval of a Refreshed Sublimit (as defined below), the maximum aggregate number of Shares which may be allotted and issued or transferred by our Company upon exercise of all options which may be granted under the Share Option Scheme and any options or awards under any other share schemes to be adopted by our Company from time to time to the Eligible Service Providers (the "**Service Provider Sublimit**") must not exceed such number of Shares representing 10% of the Initial Mandate Limit (the "**Initial Sublimit**"). Our Company may, conditional upon the obtaining of the required approval for the Refreshed Mandate Limit, refresh the Initial

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Sublimit by a separate ordinary resolution of our Shareholders (or our independent Shareholders, as the case may be) in general meeting where approval for the Refreshed Mandate Limit is sought. In no event that the Service Provider Sublimit as refreshed (the "**Refreshed Sublimit**") may exceed 10% of the Refreshed Mandate Limit.

Our Board considers that the Service Provider Sublimit is appropriate and reasonable taking into account (i) the grant of options to the Eligible Service Providers will be decided on a case-by-case basis based on his/her contributions to the development and growth of our Group from time to time; (ii) the maximum possible number of options that our Company intends to grant to the Eligible Service Provider Participants and our Company's future business and development plan; and (iii) the major portion of the Scheme Mandate Limit to be reserved for grants to Eligible Participants other than the Eligible Service Provider Participants.

- (v) For the purpose of calculating the Scheme Mandate Limit or the Service Provider Sublimit, as the case may be:
 - (A) options previously granted under the Share Option Scheme and any other schemes of our Company (including those outstanding, cancelled, lapsed, vested or exercised) will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit;
 - (B) options previously granted to Eligible Service Provider Participants (including those outstanding, cancelled, lapsed, vested or exercised) will not be regarded as being utilised for the purpose of calculating the Service Provider Sublimit;
 - (C) in event our Company cancels a Grantee's options and makes a new grant to such Grantee, the options cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit (or the Service Provider Sublimit, as the case maybe); and
 - (D) Shares issued and allotted as a result of vesting or exercise of options or awards previously granted under the Share Option Scheme and any other share schemes of our Company will not be counted for the purpose of determining the number of Shares in issue at the date of the relevant Shareholders' meeting.

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(d) *Maximum entitlement of each Eligible Participant*

- (i) The total number of Shares issued and to be issued upon exercise of options (whether exercised or outstanding) together with all other options and awards granted under the Share Option Scheme and any other schemes of the Company in any 12-month period up to and including the date of such grant to each Grantee must not exceed 1% of our Shares in issue (excluding treasury Shares).
- (ii) Where any further grant of options to a Grantee would result in our Shares issued and to be issued upon exercise of all options and awards granted and to be granted to such person together with all other options and awards (excluding all options and awards lapsed in accordance with the terms of the schemes) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of our Shares in issue (excluding treasury Shares), such grant shall be subject to separate approval by our Shareholders in general meeting with the relevant Grantee and his/her close associates (or associates if the Grantee is a connected person) abstaining from voting.

(e) *Grant of options to a Director, chief executive and substantial shareholder of our Company ("core connected persons")*

- (i) Subject to paragraph (d) above, where any offer of an option is proposed to be made to an Eligible Participant who is a Director, chief executive (other than a proposed Director or a proposed chief executive of the Company) or substantial Shareholder of our Company or any of their respective associates, under the Share Option Scheme or any other share scheme of our Company or our subsidiaries, such offer must first be approved by our independent non-executive Directors (excluding any independent non-executive Director who is the Grantee of the Option in question).
- (ii) In case of (A) any change in the terms of options granted to a substantial shareholder or independent non-executive Director of our Company, or any of their respective associates, or (B) where any grant of Options to a substantial shareholder or an independent non-executive Director of our Company, or any of their respective associates, which would result in our Shares issued and to be issued upon exercise of all options and other options and awards already granted (excluding those lapsed or cancelled in accordance with the terms of the Share Option Scheme) to such person under the Share Option Scheme and any other share scheme(s) of our Company in the 12-month period up to and including the date of the offer, (a) representing in aggregate over 0.1% of the number of Shares in issue; and (b) having an aggregate value, based on the closing price of the Shares at the date of each grant, in excess of HK\$5,000,000, such further grant of options must be approved by our Shareholders in general meeting.

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- (iii) Subject to (iv) below, at such general meeting, the grant of options to the substantial Shareholder or independent non-executive Director (or any of their respective associates or any person whose associate is a substantial Shareholder or an independent non-executive Director) shall be approved by our Shareholders in compliance with the requirements under the Listing Rules for voting at such meeting.
- (iv) (i), (ii) and (iii) above shall only apply for so long and insofar as the Listing Rules so require.

For the purpose of seeking the approval of our Shareholders under paragraphs (c)(iii), (d) and (e)(ii) above, our Company shall send a circular to our Shareholders containing the information required under the Listing Rules and where the Listing Rules shall so require, the vote at the Shareholders' meeting convened to obtain the requisite approval shall be taken on a poll with those persons required under the Listing Rules abstaining from voting.

(f) *Time of acceptance and exercise of an option*

An offer under the Share Option Scheme shall remain open for acceptance by the Eligible Participant concerned for a period of 28 days from the date, which shall be a business day, on which the offer is made to the Eligible Participant.

An option may be exercised in accordance with the terms of the Share Option Scheme at any time during a period to be determined by our Board and specified in the letter to the Grantee (the "**Option Period**"), which shall be ten years (or such shorter period as may be separately specified in the letter to the Grantee) from the date on which the option is granted or deemed to have been granted (the "**Commencement Date**").

An offer shall have been accepted by a Grantee when the duplicate letter comprising acceptance of the option duly signed by Grantee together with a remittance in favour of our Company of HK\$1.00 as consideration for the grant thereof is received by our Company. Such remittance shall in no circumstances be refundable.

Any offer may be accepted by an eligible participant in respect of less than the number of Shares which are offered provided that it is accepted in respect of a number of shares equal to a board lot for the purposes of trading shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the acceptance of the offer.

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(g) Performance targets

Any grant of options under the Share Option Scheme may be subject to a performance target (if any) so as to achieve the purpose of the Share Option Scheme. The performance target, if any, shall be based on the performance of the Eligible Participant and/or the operating or financial performance of our Group including but not limited to the profit before tax of our Group and/or such other performance target to be determined by our Board in its absolute discretion from time to time, which shall be set out in the relevant offer letter in relation to the grant of options issued to each selected Eligible Participant.

(h) Subscription price for Shares

The subscription price in respect of any option shall be such price as our Board may in its absolute discretion determine at the time of grant, provided that it shall not be less than the higher of:

- (i) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the Commencement Date;
- (ii) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five business days immediately preceding the Commencement Date; and
- (iii) the nominal value of a Share.

(i) Ranking of Shares

The Shares to be allotted and issued upon the exercise of an option shall be subject to all the provisions of the Articles of Association (as may be amended from time to time) and shall rank *pari passu* in all respects with the then existing fully paid Shares in issue on the date on which the Shares are allotted to a Grantee pursuant to the exercise of an option (the "**Allotment Date**") or, if that date falls on a day when the register of members of our Company is closed, the first day of the re-opening of the register of members and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Allotment Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the Allotment Date, or if later, before the date of registration of the allotment in the register of members of our Company. A Share allotted and issued upon the exercise of an option shall not carry voting rights until the Shares are allotted and issued to him or her under the terms of the Share Option Scheme.

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(j) Restrictions on the time of grant of options

An offer of the grant of an option may not be made after inside information (as defined in the Listing Rules) has come to our Company's knowledge until (and including) the trading day after such inside information has been publicly disseminated in accordance with the Listing Rules. In particular, but only insofar as and for so long as the Listing Rules require (as may be amended from time to time), no option may be granted during the period commencing 30 days immediately before 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 the approval of our Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (ii) the deadline for our Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement.

The period during which no option may be granted will cover any period of delay in the publication of a results announcement.

(k) Period of the Share Option Scheme

The Share Option Scheme shall be valid and effective commencing from the date of the Share Option Scheme becoming unconditional upon fulfilment of the conditions set out in paragraph (w) below until the termination date as provided therein (which being the close of business of our Company on the date which falls 10 years from the date of the adoption of the Share Option Scheme).

(l) Rights upon ceasing employment

If the Grantee is an Eligible Employee and in the event of him/her ceasing to be an Eligible Employee for any reason other than on one or more of the grounds specified in paragraphs (m) and (n) below before exercising the option in full, the option (to the extent not already exercised) shall lapse immediately and not be exercisable by the Grantee (to the extent such option not become exercisable and not already exercised) on the date on which the Grantee ceases to be an Eligible Participant due to any of the following events:

- (i) the termination of employment of the Grantee by reason of resignation; or

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- (ii) termination of employment of the Grantee on the grounds of having committed any act of bankruptcy or having become insolvent or having made any arrangements or composition with creditors generally or redundancy ("**Cause**"), whereby a resolution of our Board to the effect that the Grantee or relevant Eligible Participant has or has not ceased to be an Eligible Participant for Cause shall be conclusive.

(m) Rights on death, disablement or retirement

If the Grantee is an Eligible Employee and in the event of his or her ceasing to be an Eligible Employee by reason of his death, total permanent physical or mental disablement or retirement under normal retirement conditions before exercising the option(s) in full, such option(s) may be exercised (to the extent not already exercised) (or, as the case may be, his or her legal personal representative(s)) within a period of 6 months following the date on which the Grantee ceases to be an Eligible Employee.

(n) Misconduct, Misstatement in Financial Statements of our Group and Breach of Employment Contract

In the event our Board determines that the Grantee:

- (i) has committed a Misconduct (as defined below);
- (ii) is involved in a material misstatement in our Company's financial statements;
- (iii) has committed a breach of the employment contract or, as the case maybe, the services agreement of the Grantee;
- (iv) the employment or, as the case maybe, the services agreement of the Grantee has been terminated on the grounds of Misconduct (as defined below);
- (v) whose conduct, in the reasonable opinion of our Board, amounts to gross negligence, fraud or dishonesty which results in or reasonably likely to result in a significant reputation damage to our Group or a material adverse effect to the financial position, business, prospects, performance or profitability of our Group;

Our Board may at its absolute discretion forfeit all the outstanding option(s) granted to the relevant Grantee but not yet vested and exercised without the approval of the relevant Grantee.

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A misconduct ("**Misconduct**") in relation to a Grantee refers to:

- (i) the Grantee being an Eligible Employee or an Eligible Related Entity Participant wilfully disobeys a lawful and reasonable order, or misconducts himself/herself, or is guilty of fraud or dishonesty, or is habitually neglectful in his/her duties, or any other events which result in a summary dismissal of his/her employment; or
- (ii) the Grantee being an Eligible Service Provider Participant without reasonable excuse or justification wilfully neglects or fails to perform his/her duty or acts in a manner that a reasonable person would consider seriously improper.

(o) *Rights on takeover*

In the event of a general offer, whether by way of take-over offer, or share repurchase offer, or scheme of arrangement or otherwise in like manner, is made to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, our Company shall use its best endeavours to procure that such offer is extended to all the Grantees on the same terms, mutatis mutandis, and assuming that they will become, by the exercise in full (to the extent not yet exercised) of the option(s) granted to them, Shareholders. If such offer, having been approved in accordance with applicable laws and regulatory requirements becomes, or is declared unconditional, the Grantee (or his or her legal personal representative(s)) shall be entitled to exercise the option(s) in full (to the extent not already exercised) at any time within fourteen (14) days after the date on which such general offer becomes or is declared unconditional, following which the option(s) shall lapse.

(p) *Rights on winding up*

In the event a notice is given by our Company to our members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall on the same date as or soon after it despatches such notice to each member of our Company give notice thereof to all Grantees and thereupon, each Grantee shall be entitled to exercise all or part of his/her option (to the extent not already exercised, irrespective of whether the option has become exercisable or not) at any time not later than two business days prior to the proposed general meeting of our Company by giving notice in writing to our Company, accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the

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notice is given whereupon our 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 referred to above, allot the relevant Shares to the Grantee credited as fully paid.

If the option is not exercised within the time specified, the option shall lapse.

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

If a compromise or arrangement between our Company and our members or creditors is proposed for the purposes of the amalgamation of our Company with any other company or companies (including a takeover by way of a scheme of arrangement), our Company shall give notice to the Grantees on the same date as it despatches the notice to each member or creditor of our Company summoning the meeting to consider such a compromise, arrangement or scheme, and thereupon the options shall vest or otherwise becomes immediately exercisable and the Grantees may until the expiry of the period commencing on such date and ending with the earlier of the date two calendar months thereafter or the date on which such compromise, arrangement or scheme is sanctioned by the court (but in any case no later than the expiration of the term of such option as set forth in the option agreement), exercise the options (to the extent already vested but not already exercised) but in each case conditional upon such compromise, arrangement or scheme being sanctioned by the court and becoming effective, and upon such compromise, arrangement or scheme becoming effective, all options shall lapse except insofar as previously exercised under the Share Option Scheme. Our Company may require the Grantee to transfer or otherwise deal with the Shares issued as a result of the exercise of options in these circumstances so as to place the Grantee in the same position, as nearly as possible, as would have been the case had such Shares been subject to such compromise, arrangement or scheme.

If the option is not exercised within the time specified, the option shall lapse.

(r) Reorganisation of Capital Structure

In the event of any alteration in the capital structure of our Company whilst any option may become or remains exercisable, whether by way of capitalisation of profits or reserves (other than pursuant to a scrip dividend scheme), rights issue, consolidation, subdivision, reduction or similar reorganisation of the share capital of our Company, such corresponding adjustment (if any) shall be made to:

- (i) the number or nominal amount of Shares subject to the option so far as unexercised;
- (ii) the exercise price;

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- (iii) the method of exercise of the option; and/or
- (iv) the maximum number of Shares under the Scheme Mandate Limit and/or the Service Provider Sublimit,

as the auditors or an independent financial adviser shall certify in writing to our Board either generally or as regard to any particular Grantee to be in their opinion fair and reasonable (except in the case of a capitalisation issue where no such certification shall be required), provided that:

- (i) any such adjustment shall be made on the basis that the aggregate exercise price payable by a Grantee on the full exercise of any option shall remain the same, or as nearly the same as possible as (but shall not be greater than) it was before such event;
- (ii) no such adjustment shall be made if the effect of which would be to enable a Share to be issued at less than its nominal value;
- (iii) no such adjustment shall be made if the effect of which would be to increase the proportion of the issued share capital of our Company for which any Grantee is entitled to subscribe pursuant to the options held by such Grantee; and
- (iv) any such adjustment shall be made in compliance with the Listing Rules and such other guideline or supplementary guidance as may be issued by the Stock Exchange from time to time.

For the avoidance of doubt only, the issue of securities as consideration in a transaction shall not be regarded as a circumstance requiring any such adjustment.

(s) Cancellation of options

Subject to the provisions in the Share Option Scheme and the Listing Rules, any option granted but not exercised may be cancelled by our Company with the approval of the relevant Grantee.

Where our Company cancels any option granted to a Grantee but not exercised and issues new option(s) to the same Grantee, the grant of such new option(s) may only be made under the Share Option Scheme with available mandate. Within the limits set out at paragraphs (c) and (d) above, the cancelled options shall not be added back to replenish the Scheme Mandate Limit.

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(t) Termination of the Share Option Scheme

Our Company by resolution in general meeting or our Board may at any time terminate the operation of the Share Option Scheme and in such event no further options will be offered after the Share Option Scheme is terminated but in all other respects the provisions of the Share Option Scheme shall remain in full force and effect. All options granted prior to such termination and not then exercised or in respect of which Shares are not then issued shall remain valid.

(u) Personal right to the grantee

An option shall be personal to the Grantee and shall not be assignable or transferable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any option, or enter into any agreement so to do.

To the extent permissible by applicable laws and regulations (including the Listing Rules) and subject to the grant of waiver and the imposition of any conditions on the transfer by the Stock Exchange, a Grantee may transfer his/her option to a vehicle (such as a trust or to a wholly owned company) for the sole benefit of such Grantee and/or any family members of the Grantee and at the absolute discretion of the Grantee, provided that the option so assigned would continue to meet the purpose of the Share Option Scheme and will be reassigned back to the Grantee once the assignee ceased to be holding such option on the aforesaid basis.

(v) Lapse of option

An option (or any part thereof as our Board may determine) shall lapse and not be exercisable (to the extent not already exercised) on the earliest of:

- (i) the Grantee ceasing to be an Eligible Participant;
- (ii) the expiry of the Option Period;
- (iii) the expiry of any of the relevant periods referred to in paragraphs above;
and
- (iv) the date on which the Board certifies that for the reason of a breach of paragraph (u).

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(w) Others

- (i) The Share Option Scheme shall take effect subject to and conditional upon:
 - (A) the passing of the resolutions by our Shareholders to approve and adopt the Share Option Scheme and to authorise our Board to grant options pursuant to this Scheme and to allot and issue Shares pursuant to the exercise of any options (including the passing of a separate resolution by our Shareholders approving the grant of options under the Share Option Scheme to the Eligible Service Provider Participants and the Service Provider Sublimit);
 - (B) the Stock Exchange granting approval for the [REDACTED] of, and permission to deal in, the Shares which may fall to be [REDACTED] upon the exercise of subscription rights attaching to the Options to be granted under the Share Option Scheme; and
 - (C) commencement [REDACTED] of the Shares on the Main Board of the Stock Exchange.
- (ii) The Share Option Scheme may be altered in any respect by resolution of our Board except that the provisions of the Share Option Scheme relating to matters set out in Rule 17.03 of the Listing Rules shall not be altered to the advantage of Grantees or proposed Grantees except with the prior sanction of a resolution of our Company in general meeting, provided that no such alteration shall operate to affect adversely the terms of issue of any option granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Grantees as would be required of our Shareholders under the Articles of Association for a variation of the rights attached to the Shares.
- (iii) 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, shall be approved by our Shareholders except where the alterations take effect automatically under the existing terms of the Share Option Scheme.
- (iv) Any change to the terms of the options granted to a Participant must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the options was approved by the Board, the Remuneration Committee, the independent non-executive Director

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and/or the Shareholders (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the Share Option Scheme.

- (v) The amended terms of the Share Option Scheme must comply with the relevant requirements of Chapter 17 of the Listing Rules.
- (vi) Any change to the authority of our Board to alter the terms of the Share Option Scheme must be approved by our Shareholders in general meeting.

2. Present status of the Share Option Scheme

[REDACTED] has been made to the Stock Exchange for the [REDACTED] of, and permission to deal in, the Shares to be issued within the General Scheme Limit pursuant to the exercise of any options which may be granted under the Share Option Scheme.

As at the date of this document, no option has been granted or agreed to be granted under the Share Option Scheme.

E. OTHER INFORMATION

1. Litigation

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

2. Preliminary expenses

The preliminary expenses of our Company were approximately RMB69,000 and has been paid by our Company.

3. Promoter

- (a) Our Company does not have any promoter.
- (b) Within the two years preceding the date of this document, no amount or benefit has been paid or given to any promoters of our Company in connection with the [REDACTED] or the related transactions described in this document.

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4. No Material Adverse Change

Our Directors confirm that there has been no material adverse change in the financial or trading position or prospects of our Group since 31 December 2023 (being the date to which the latest audited consolidated financial statements of our Group were prepared).

5. Tax and other indemnities

(a) *Tax on Dividend*

No tax is payable in Hong Kong in respect of dividend paid by us.

(b) *Profits Tax*

No tax is imposed in Hong Kong in respect of capital gains from the sale of property such as the Shares. Trading gains from the sale of property by persons carrying on a trade, profession or business in Hong Kong where such gains are derived from or arise in Hong Kong from such trade, profession or business will be chargeable to Hong Kong profit tax, which is currently imposed at the rate of 16.5% on corporations and at a rate of 15.0% on unincorporated businesses. Gains from sales of the Shares effected on the Stock Exchange will be considered to be derived from or arise in Hong Kong. Liability for Hong Kong profits tax would thus arise in respect of trading gains from sales of the Shares realised by persons carrying on a business of trading or dealing in securities in Hong Kong.

(c) *Stamp Duty*

Hong Kong stamp duty will be payable by the purchaser on every purchase and by the seller on every sale of the Shares. The duty is charged at the current rate of 0.2% of the consideration or, if higher, the fair value of the Shares being sold or transferred (the buyer and seller each paying half of such stamp duty). In addition, a fixed duty of HK\$5 is currently payable on any instrument of transfer of shares.

(d) *Estate Duty*

There is no estate duty in Hong Kong.

(e) *Deed of Indemnity*

Pursuant to the Deed of Indemnity given by our Controlling Shareholders Group in favour of our Company (and its subsidiaries) and conditional on the fulfilment of the conditions stated in "Structure of the [REDACTED]" in this document, each member of our Controlling Shareholders Group has unconditionally and irrevocably, jointly and severally covenanted, agreed and

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undertaken to indemnify and keep each of the members of our Group indemnified at all times on demand from and against any taxation or taxation claim falling on any of the Group companies resulting from or by reference to any revenue (including any form of government financial assistance, subsidy or rebate), income, profits or gains granted, earned, accrued, received or made (or deemed to be so granted, earned, accrued, received or made) on or before the [REDACTED] or any event, transaction, act or omission occurring or deemed to occur on or before the [REDACTED] whether alone or in conjunction with any other events, acts or omission occurring or deemed to occur on or before the [REDACTED] and whether or not such taxation or taxation claim is chargeable against or attributable to any other person, firm or company. For the avoidance of doubt, the aforesaid provision shall require each member of our Controlling Shareholders Group to indemnify and at all times keep each member of our Group indemnified, in each case, in respect of any additional taxation which may fall on our Company or any other member of our Group in respect of a taxation claim resulting from a reassessment or similar action by a taxation authority against any member of our Group of taxation due and whether or not such reassessment is effected in respect of taxation which our Company or any other members of our Group had previously reached agreement with a taxation authority.

However, the indemnities given by our Controlling Shareholders Group under the Deed of Indemnity do not cover, and our Controlling Shareholders Group shall be under no liability in respect of, any liability on taxation and taxation claim:

- (i) to the extent that provision has been made for such taxation or taxation claim in the audited consolidated financial statements of our Group or the audited financial statements of any member of our Group for an accounting period ended on or before 31 December 2023; or
- (ii) to the extent that such taxation claim or liability for such taxation arises or is incurred as a consequence of any change in the law, rules or regulations, or the interpretation or practice thereof by any statutory or governmental authority (in Hong Kong, the PRC or elsewhere), including without limitation the Inland Revenue Department and the tax bureaus of the PRC, having retrospective effect coming into force after the [REDACTED] or to the extent that such liability arises or is increased by an increase in rates of taxation or other penalties after the [REDACTED] with retrospective effect; or

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- (iii) falling on any member of our Group in respect of any accounting period commencing on or after 31 December 2023 unless such liability would not have arisen but for some act or omission of, or transaction entered into by, our Controlling Shareholders Groups or any member of our Group (whether alone or in conjunction with some other act, omission or transaction, whenever occurring), otherwise than:
 - (1) in the ordinary course of business, or in the ordinary course of acquiring or disposing of capital assets, on or before the [REDACTED]; or
 - (2) pursuant to a legally binding commitment created on or before the date of the Deed of Indemnity or pursuant to any statement of intention made in this document; or
- (iv) to the extent that such liability is discharged by another person who is not a member of our Group and that no member of our Group is required to reimburse such person in respect of the discharge of such liability; or
- (v) to the extent of any provision or reserve made for such liability in the audited financial statements of any member of our Group up to 31 December 2023 referred to in paragraph (i) above which is finally established to be an overprovision or an excessive reserve provided that the amount of any such provision or reserve applied to reduce our Controlling Shareholders Groups liability in respect of such liability shall not be available in respect of any such liability arising thereafter.

Under the Deed of Indemnity, the members of our Controlling Shareholders Group have also unconditionally and irrevocably, jointly and severally agreed and undertaken to indemnify and keep each of members of our Group indemnified at all times on demand from and against all sums, outgoings, fees, demands, claims, damages, losses, costs, charges, liabilities, fines, penalties, orders and expenses incurred or suffered or loss of profits, benefits or other commercial advantages suffered by our Company and/or any member of our Group resulting from (i) the Reorganisation; (ii) any litigation, arbitration, claims (including counter-claims), complaints, demands and/or legal proceedings, whether of criminal, administrative, contractual, tortious or otherwise nature instituted by or against our Company and/or any members of our Group in relation to events occurred on or before the [REDACTED]; (iii) any and all of the non-compliances with the applicable laws, rules or regulations, by our Company and/or any member of our Group in their respective place of incorporations or operation which has occurred at any time on or before the [REDACTED]; and (iv) any losses that the Group may incur in relation to the social insurance fund and housing provident fund contribution non-compliances before the [REDACTED].

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6. The Sole Sponsor

The Sole Sponsor has made an [REDACTED] on behalf of our Company to the Stock Exchange for [REDACTED] of, and permission to [REDACTED] in, the Shares in [REDACTED] and to be [REDACTED] as mentioned in this document, on the Stock Exchange. All necessary arrangements have been made to enable the securities to be admitted into CCASS.

The Sole Sponsor is independent from our Company pursuant to Rule 3A.07 of the Listing Rules.

The sponsor’s fees payable (or paid) by us in respect of the Sole Sponsor’s services as sponsor for the [REDACTED] is HK\$5.00 million.

7. Qualification of Experts

The following are the qualifications of the experts (as defined under the Hong Kong Listing Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance) who have given opinions or advice which are contained in this document:

Name	Qualification
CCB International Capital Limited	Licensed corporation under the SFO to conduct type 1 (dealing in securities), type 4 (advising on securities), and type 6 (advising on corporate finance) regulated activities as defined under the SFO
Deloitte Touche Tohmatsu ..	Certified Public Accountants and Registered Public Interest Entity Auditors
Appleby	Legal adviser of our Company as to the laws of the Cayman Islands
Fangda Partners.....	Legal adviser as to PRC law
China Insights Industry Consultancy Limited	Industry consultant

8. Consents of Experts

Each of the experts as referred to in “E. Other Information—7. Qualification of Experts” in this Appendix has given and has not withdrawn their respective written consents to the issue of this document with the inclusion of their opinion, reports, letters and/or legal opinion (as the case may be) and references to their names included in the form and context in which it respectively appears.

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None of the experts named above has any shareholding interests in our Company or any of our subsidiaries or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of our subsidiaries.

9. Binding Effect

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

10. Bilingual Document

The English language and Chinese language versions of this document are being published separately, in reliance upon the exemption provided by Section 4 of the Companies (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the laws of Hong Kong).

This document is written in the English language and contains a Chinese translation for information purpose only. Should there be any discrepancy between the English language of this document and the Chinese translation, the English language version of this document shall prevail.

11. Miscellaneous

- (a) Save as disclosed in this document,
 - (i) within the two years immediately preceding the date of this document, neither we nor any of our subsidiaries has issued or agreed to issue any share or loan capital fully or partly paid up either for cash or for a consideration other than cash;
 - (ii) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
 - (iii) within the two years immediately preceding the date of this document, no commissions, discounts, brokerage or other special terms have been granted in connection with the [REDACTED] or sale of any shares or loan capital of any member of our Group;

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- (iv) no commission has been paid or payable (except commission to [REDACTED]) to any persons for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any shares of our Company or any of our subsidiaries;
 - (v) no founder, management or deferred shares of our Company or any of our subsidiaries have been issued or agreed to be issued; and
 - (vi) there is no arrangement under which future dividends are waived or agreed to be waived.
- (b) Our Directors confirm that:
- (i) since 31 December 2023 (being the date on which the latest audited consolidated financial statements of our Group were made up), there has been no material adverse change in our financial or trading position or prospects;
 - (ii) there has not been any interruption in the business of our Company which may have or have had a material adverse effect on the financial position of our Company in the 12 months immediately preceding the date of this document; and
 - (iii) our Company and other members of our Group have no outstanding convertible debt securities or debentures.