

## APPENDIX IV STATUTORY AND GENERAL INFORMATION

### 1. FURTHER INFORMATION ABOUT OUR COMPANY

#### A. Incorporation

Our Company was incorporated in the BVI with limited liability as offshore holding company on May 23, 2011. Our Company re-domiciled and continued in the Cayman Islands on June 14, 2023 as an exempted company with limited liability with our registered office located at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

We have established a place of business in Hong Kong at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong, and was registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance on July 14, 2023. Ms. Tam Sze Wai Sara is our process agent for the acceptance of services of process and notices on behalf of our Company in Hong Kong.

As we re-domiciled and continued in the Cayman Islands, we are subject to the relevant laws and regulations of the Cayman Islands. A summary of the relevant aspects of laws and regulations of the Cayman Islands and our Articles of Association is set out in Appendix III to this document.

#### B. Changes in the Share Capital of our Company

At the time of incorporation, our Company was authorized to issue a maximum of 50,000 shares of a par value of US\$1.00 each.

Pursuant to the written resolutions of our Shareholders passed on [•], our authorized share capital was increased from US\$50,000 divided into 500,000,000 Shares to US\$[REDACTED] divided into [REDACTED] Shares by the creation of additional [REDACTED] Shares.

Save as disclosed above and as mentioned in “– D. Resolutions of the Shareholders of our Company dated [•]” in this appendix, as of the Latest Practicable Date, there has been no alteration in the share capital of our Company within the two years immediately preceding the date of this document.

#### C. Our Subsidiaries

##### (a) Subsidiaries

Certain details of our principal subsidiaries are set forth in the Accountant’s Report in Appendix I to this document.

##### (b) Changes in the share capital of subsidiaries

Save as disclosed in “History, Development and Corporate Structure – Corporate Development”, there has been no alteration in the share capital of any of the subsidiaries of our Company within the two years immediately preceding the date of this document.

Save for the subsidiaries mentioned in the Accountant’s Report set out in Appendix I to this document, our Company has no other subsidiaries.

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### D. Resolutions of the Shareholders of our Company dated [•]

On [•], the Shareholders of our Company passed, among other things, the following resolutions:

- (a) the Memorandum and the Articles were approved and adopted conditional on and immediately prior to the [REDACTED] on the [REDACTED];
- (b) subject to and conditional upon the share premium account of our Company being credited as a result of the issue of [REDACTED] pursuant to the [REDACTED], our Directors were authorized to allot and issue a total of [REDACTED] Shares credited as fully paid at par to the holders of Shares whose names are entered on the principal register of members of the Company maintained in the Cayman Islands prior to the [REDACTED] (or as they may direct) in proportion to their respective shareholdings by way of capitalization of the sum of US\$[REDACTED] standing to the credit of the share premium account of our Company, and the Shares to be allotted and issued pursuant to this resolution shall rank pari passu in all respects with the then existing issued Shares;
- (c) the authorized share capital of our Company was increased from US\$50,000 divided into 500,000,000 Shares to US\$[REDACTED] divided into [REDACTED] Shares by the creation of an additional [REDACTED] Shares;
- (d) the [REDACTED], the [REDACTED] and the [REDACTED] were approved, and our Directors were authorized to negotiate and agree the [REDACTED] and to allot and issue the [REDACTED] (including pursuant to the [REDACTED]);
- (e) a general mandate (the “**Issue Mandate**”) was granted to our Directors to allot, issue and deal with any Shares or securities convertible into Shares (including the power to sell or transfer any treasury shares, and to make an offer or agreement, or grant securities which would or might require Shares to be allotted and issued or treasury shares to be sold or transferred) and to make or grant offers, agreements or options which would or might require Shares to be allotted, issued or dealt with, provided that the number of Shares so allotted, issued or dealt with or agreed to be allotted, issued or dealt with by our Directors, shall not exceed 20% of the total number of Shares in issue immediately following the completion of [REDACTED];
- (f) a general mandate (the “**Repurchase Mandate**”) was granted to our Directors to repurchase our own Shares on the Stock Exchange or on any other stock exchange on which the securities of our Company may be listed and which is recognized by the SFC and the Stock Exchange for this purpose, such number of Shares as will represent up to 10% of the total number of Shares in issue immediately following completion of the [REDACTED];
- (g) the Issue Mandate was extended by the addition to the total number of Shares which may be allotted and issued or agreed to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the total number of the Shares purchased by our Company pursuant to the Repurchase Mandate, provided that such extended amount shall not exceed 10% of the total number of the Shares in issue immediately following completion of the [REDACTED]; and

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(h) the [REDACTED] Share Option Scheme was approved and adopted.

Each of the general mandates referred to above will remain in effect until the earliest of:

- (i) the conclusion of the next annual general meeting of our Company unless, by ordinary resolution passed at that meeting, the authority is renewed, either unconditionally or subject to condition;
- (ii) the expiration of the period within which the next annual general meeting of our Company is required to be held under any applicable laws of the Cayman Islands or the Memorandum and Articles of our Company; and
- (iii) the passing of an ordinary resolution by our Shareholders in a general meeting revoking or varying the authority.

### **E. Repurchase of our Shares**

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

#### *(a) Provisions of the Listing Rules*

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

##### *(i) Shareholders' Approval*

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

Pursuant to a resolution passed by our Shareholders on [•], the Repurchase Mandate was given to our 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 listed and which is recognized by the SFC and the Stock Exchange for this purpose, not exceeding in aggregate 10% of the total number of Shares in issue immediately following the completion of the [REDACTED], with such mandate to expire at the earliest of (i) the conclusion of the next annual general meeting of our Company (unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions), (ii) the expiration of the period within which our Company's next annual general meeting is required by the Articles of Association or any other applicable laws to be held, and (iii) the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

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*(ii) Source of Funds*

Repurchases must be funded out of funds legally available for the purpose in accordance with our Memorandum and Articles of Association and the applicable laws and regulations of Hong Kong and the Cayman Islands. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time. As a matter of Cayman Islands law, any purchases by the Company may be made out of profits or out of the proceeds of a new issue of shares made for the purpose of the purchase or from sums standing to the credit of our share premium account or out of capital, if so authorized by the Articles of Association and subject to the Cayman Companies Act. Any premium payable on the purchase over the par value of the shares to be purchased must have been provided for out of profits or from sums standing to the credit of our share premium account or out of capital, if so authorized by the Articles of Association and subject to the Cayman Companies Act.

*(iii) Trading Restrictions*

The total number of shares which a listed company may repurchase on the Stock Exchange is the number of shares representing up to a maximum of 10% of the aggregate number of shares in issue. A company may not make a new issue or announce a proposed new issue of shares for a period of 30 days after any repurchase (other than an issue of securities pursuant to an exercise of warrants, share options or similar instruments requiring the listed company to issue securities which were outstanding prior to such repurchase) without the prior approval of the Stock Exchange. In addition, a listed company is prohibited from repurchasing its shares on the Stock Exchange if the purchase price is 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Stock Exchange. The Listing Rules also prohibit a listed company from repurchasing its securities which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange. A company is required to procure that the broker appointed by it to effect a repurchase of securities discloses to the Stock Exchange such information with respect to the repurchase made on behalf of the listed company as the Stock Exchange may require.

*(iv) Status of Repurchased Shares*

The [REDACTED] of all purchased securities (whether on the Stock Exchange or, otherwise) is automatically cancelled and the relative certificates must be cancelled and destroyed. Under the laws of the Cayman Islands, unless, prior to the purchase the directors of the company resolve to hold the shares purchased by the company as treasury shares, shares purchased by the company shall be treated as cancelled and the amount of the company's issued share capital shall be diminished by the nominal value of those shares. However, the purchase of shares will not be taken as reducing the amount of the authorized share capital under Cayman Companies Act.

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(v) *Suspension of Repurchase*

A listed company may not make any repurchase of securities after a price sensitive development has occurred or has been the subject of a decision until such time as the price sensitive information has been made publicly available. In particular, during the period of one month immediately preceding the earlier of (a) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of a listed company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules) and (b) the deadline for publication of an announcement of a listed company's 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), the listed company may not repurchase its shares on the Stock Exchange other than in exceptional circumstances. In addition, the Stock Exchange may prohibit a repurchase of securities on the Stock Exchange if a listed company has breached the Listing Rules.

(vi) *Reporting Requirements*

Certain information relating to repurchases of shares on the Stock Exchange or otherwise must be reported to the Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the following business day. In addition, a listed company's annual report is required to disclose details regarding repurchases of shares made during the year, including the number of shares repurchased each month (whether on the Stock Exchange or otherwise), the purchase price per share or the highest and lowest price paid for all such purchases, where relevant, and the aggregate price paid.

(vii) *Core Connected Persons*

A listed company is prohibited from knowingly repurchasing its shares from a "core connected person", that is, a director, chief executive or substantial shareholder of the company or any of its subsidiaries or their close associates and a core connected person is prohibited from knowingly selling its shares to the company.

(b) *Reasons for Repurchase*

Our Directors believe that it is in the best interest of us and our Shareholders for our Directors to have general authority from the Shareholders to enable us 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 where our Directors believe that such repurchases will benefit us and our Shareholders.

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### *(c) Funding of Repurchases*

Repurchase of the Shares must be funded out of funds legally available for such purpose in accordance with the Articles of Association and the applicable laws of the Cayman Islands. Our Directors may not repurchase the Shares on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Subject to the foregoing, our Directors may make repurchases with profits of our Company or out of a new issuance of Shares made for the purpose of the repurchase or, if authorised by the Articles of Association and subject to the Cayman Companies Act, out of capital and, in the case of any premium payable on the repurchase, out of profits of our Company or from sums standing to the credit of the share premium account of our Company or, if authorised by the Articles of Association and subject to Cayman Companies Act, out of capital.

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 the working capital requirements of our Company or its gearing levels which, in the opinion of our Directors, are from time to time appropriate for our Company.

### *(d) General*

The exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue immediately following the completion of the [REDACTED] and the [REDACTED], assuming the [REDACTED] is not exercised and no Shares are issued under the [REDACTED] Share Plan, could accordingly result in up to approximately [REDACTED] Shares being repurchased by our Company during the period prior to the earliest of:

- the conclusion of the next annual general meeting of our Company, unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions;
- the expiration of the period within which our Company's next annual general meeting is required by the Articles of Association or any other applicable laws to be held; or
- the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

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

None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules) currently intends to sell any Shares to our Company.

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No core connected person, as defined in the Listing Rules, has notified us that he/she or it has a present intention to sell his/her or its Shares to us, or has undertaken not to do so, if the Repurchase Mandate is exercised.

If, as a result of a repurchase of our Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in our voting rights 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 us and become obliged to make a mandatory offer in accordance with Rule 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.

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

### 2. FURTHER INFORMATION ABOUT OUR BUSINESS

#### A. Summary of Material Contracts

We have entered into the following contracts (not being contracts entered into in the ordinary course of business) within two years preceding the date of this document which are or may be material, and a copy of each has been delivered to the Registrar of Companies in Hong Kong for registration:

- (1) the exclusive business cooperation agreement dated May 11, 2023 entered into between Kongshan Network Technologies (Shanghai) Co., Ltd. (空山網絡科技(上海)有限公司) and Beijing Kongshan Information Technologies Co., Ltd. (北京空山信息技術有限公司), as further described in the section headed "Contractual Arrangements" in this document;
- (2) the exclusive option agreement dated May 11, 2023 entered into among Kongshan Network Technologies (Shanghai) Co., Ltd. (空山網絡科技(上海)有限公司), Xu Shiwei (許式偉), Lyu Guihua (呂桂華) and Beijing Kongshan Information Technologies Co., Ltd. (北京空山信息技術有限公司), as further described in the section headed "Contractual Arrangements" in this document;
- (3) the equity pledge agreement dated May 11, 2023 entered into among Kongshan Network Technologies (Shanghai) Co., Ltd. (空山網絡科技(上海)有限公司), Xu Shiwei (許式偉), Lyu Guihua (呂桂華) and Beijing Kongshan Information Technologies Co., Ltd. (北京空山信息技術有限公司), as further described in the section headed "Contractual Arrangements" in this document;



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- (4) the exclusive business cooperation agreement dated June 21, 2024 entered into between Kongshan Network Technologies (Shanghai) Co., Ltd. (空山網絡科技(上海)有限公司), Shanghai Qiniu Information Technologies Co., Ltd. (上海七牛信息技術有限公司) and Qiniu (Shenzhen) Cloud Computing Co., Ltd.\* (七牛(深圳)雲計算有限公司), as further described in the section headed "Contractual Arrangements" in this document;
- (5) the exclusive option agreement dated June 21, 2024 entered into among Kongshan Network Technologies (Shanghai) Co., Ltd. (空山網絡科技(上海)有限公司), Xu Shiwei (許式偉), Lyu Guihua (呂桂華), Shanghai Qiniu Information Technologies Co., Ltd. (上海七牛信息技術有限公司) and Qiniu (Shenzhen) Cloud Computing Co., Ltd.\* (七牛(深圳)雲計算有限公司), as further described in the section headed "Contractual Arrangements" in this document;
- (6) the equity pledge agreement dated June 21, 2024 entered into among Kongshan Network Technologies (Shanghai) Co., Ltd. (空山網絡科技(上海)有限公司), Xu Shiwei (許式偉), Lyu Guihua \*(呂桂華), Shanghai Qiniu Information Technologies Co., Ltd. (上海七牛信息技術有限公司) and Qiniu (Shenzhen) Cloud Computing Co., Ltd.\* (七牛(深圳)雲計算有限公司), as further described in the section headed "Contractual Arrangements" in this document;
- (7) the assumption agreement entered into on January 31, 2023 between Qiniu Limited and Dream Galaxy Holdings Limited;
- (8) the assumption agreement entered into on January 31, 2023 between Qiniu Limited and Dustland Ltd.;
- (9) the assumption agreement entered into on May 11, 2023 between Qiniu Limited and Matrix Partners China II, L.P.;
- (10) the assumption agreement entered into on May 11, 2023 between Qiniu Limited and Matrix Partners China II-A, L.P.;
- (11) the supplemental agreement to the shareholders' agreement dated October 10, 2019 entered into on June 26, 2023 among Qiniu Limited, Qiniu (China) Limited, Kongshan Network Technologies (Shanghai) Co., Ltd., Beijing Kongshan Information Technologies Co., Ltd., Shanghai Qiniu Information Technologies Co., Ltd., Shanghai Qiniu Web Technologies Co., Ltd., Qiming Venture Partners III, L.P., Qiming Managing Directors Fund III, L.P., Qiming Venture Partners III Annex Fund L.P., MATRIX PARTNERS CHINA II, L.P., MATRIX PARTNERS CHINA II-A, L.P., CBC Cloud Investment Limited, FG Venture L.P., Golden Valley Holdings Limited, Harvest Yuanxiang (Cayman) Limited, Telstra Ventures Fund II, L.P., Shanghai (Z.J.) Holdings Limited, Shanghai Zhangjiang Science & Technology Venture Capital Co., Ltd., Taobao China Holding Limited, Magic Logistics Investment Limited, Shanghai Shentai Investment Management Partnership (LLP), BOCOM International Asset Management Limited, Qiniu BOCOM International No.1 Equity Fund, Jumbo Sheen Amber LP, EverestLu Holding Limited, Shiwei XU, Dream Galaxy Holdings Limited, Guihua LYU and Dustland Ltd.;



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(12) [REDACTED]; and

(13) the [REDACTED].

### B. Intellectual Property Rights

#### (a) Patent

As of the Latest Practicable Date, we have the following patents which are considered by us to be or may be material to our business:

No.	Patent	Registered Owner	Patent No.	Type	Validation Period
1.	數據管理裝置及方法 (Data management device and method)	Qiniu Information	CN201310355089.9	Invention patent	August 15, 2013 to August 14, 2033
2.	一種文件存儲方法、系統及計算機存儲介質 (File storage method, system and computer storage medium)	Qiniu Information	CN201710480364.8	Invention patent	June 22, 2017 to June 21, 2037
3.	一種分佈式存儲內存管理方法、系統及計算機存儲介質 (Distributed storage memory management method, system and computer storage medium)	Qiniu Information	CN201710480382.6	Invention patent	June 22, 2017 to June 21, 2033
4.	一種媒體播放方法、裝置以及媒體播放系統 (Media playing method, device and media playing system)	Qiniu Information	CN201810476477.5	Invention patent	May 17, 2018 to May 16, 2038
5.	一種驗證方法以及系統 (A verification method and system)	Qiniu Information	CN201811227621.8	Invention patent	October 22, 2018 to October 21, 2038
6.	音視頻傳輸帶寬自適應方法 (Audio and video transmission bandwidth adaptive method)	Qiniu Information	CN202010876742.6	Invention patent	August 27, 2020 to August 26, 2040

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No.	Patent	Registered Owner	Patent No.	Type	Validation Period
7.	一種內容分發網路的緩存讀寫系統和方法 (Cache reading and writing system and method of content distribution network)	Qiniu Information	CN202010937835.5	Invention patent	September 9, 2020 to September 8, 2040
8.	音視頻的連麥合流方法、裝置、電子設備及存儲介質 (Method, device, electronic equipment and storage medium for connecting and merging audio and video)	Qiniu Information	CN202010953283.7	Invention patent	September 11, 2020 to September 10, 2040
9.	一種RTMP快速發佈和訂閱方法 (A rapid RTMP publishing and subscription method)	Qiniu Information	CN202010955088.8	Invention patent	September 12, 2020 to September 11, 2040
10.	基於http-dns的動態視頻流接入系統及方法 (Dynamic video stream access system and method based on http-dns)	Qiniu Information	CN202010998220.3	Invention patent	September 22, 2020 to September 21, 2040
11.	一種文件系統的用戶操作發現方法和裝置 (An identification approach and device for user operation of document system)	Qiniu Information	CN201110302797.7	Invention patent	September 30, 2011 to September 29, 2031
12.	一種內容分發網路緩存節點的熱點均衡方法及系統 (A hotspot balancing approach and system for cache nodes in content delivery network)	Qiniu Information	CN202011259526.3	Invention patent	November 12, 2020 to November 11, 2040

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No.	Patent	Registered Owner	Patent No.	Type	Validation Period
13.	域名帶寬成本優化式投放方法、裝置及計算機設備 (A domain bandwidth cost optimizing-based display approach, device and computer and equipment)	Qiniu Information	CN202110175220.8	Invention patent	February 7, 2021 to February 6, 2041
14.	一種在RTC網絡中對合流任務動態均衡調度方法及系統 (A dynamic balancing dispatch approach and system for combined streaming tasks in the RTC network)	Qiniu Information	CN202110069188.5	Invention patent	January 19, 2021 to January 18, 2041

### (b) Trademarks

#### (i) Registered Trademarks

As of the Latest Practicable Date, our Group had registered the following trademarks which we consider to be material to our Group's business:

No.	Trademark	Registered Owner	Class	Registration Number	Application/Registration Date	Place of Application/Registration
1.		Shanghai Kongshan	42	14056050	April 21, 2015	PRC
2.		Shanghai Kongshan	42	14056063	April 21, 2015	PRC
3.		Shanghai Kongshan	42	19171161	April 7, 2017	PRC
4.		Shanghai Kongshan	42	19214123	April 14, 2017	PRC
5.		Shanghai Kongshan	9	23499959	December 14, 2019	PRC

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No.	Trademark	Registered Owner	Class	Registration Number	Application/ Registration Date	Place of Application/ Registration
6.		Shanghai Kongshan	9	23500026	September 7, 2019	PRC
7.		Shanghai Kongshan	9	23500467	December 14, 2019	PRC
8.		Shanghai Kongshan	42	23500333	November 28, 2018	PRC
9.		Shanghai Kongshan	42	23500300	November 28, 2018	PRC
10.		Shanghai Kongshan	9, 42	304434570	February 14, 2018	Hong Kong
11.		Shanghai Kongshan	9, 42	304434589	February 14, 2018	Hong Kong
12.		Shanghai Kongshan	9, 42	304434598	February 14, 2018	Hong Kong
13.		Shanghai Kongshan	9, 42	304434606	February 14, 2018	Hong Kong
14.		Qiniu Information	9, 42	306286997	July 5, 2023	Hong Kong

**(c) Domain Name**

As of the Latest Practicable Date, the following domain names have been registered in the name of the relevant members of our Group which are considered by us to be or may be material to our business:

No.	Domain Name	Registered Owner	Expiry Date
1.	clouddn.com	Qiniu Information	April 14, 2025
2.	cloudvdn.com	Qiniu Information	February 24, 2025
3.	qiniu.com	Qiniu Information	November 8, 2024
4.	qiniudns.com	Qiniu Information	July 30, 2025

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*(d) Copyright*

As of the Latest Practicable Date, the following copyrights have been registered in the name of the relevant members of our Group which are considered by us to be or may be material to our business:

No.	Copyright	Registered Owner	Registration Number	Registration Date
1.	七牛雲音視頻處理系統V1.0 (Qiniu Cloud Audio and Video Processing System V1.0)	Qiniu Information	2016SR048499	March 9, 2016
2.	七牛雲直播軟件V1.0 (Qiniu Cloud Live Broadcast Software V1.0)	Qiniu Information	2016SR046218	March 7, 2016
3.	七牛雲短視頻軟件(IOS版)(Qiniu Cloud short video software (IOS version))	Qiniu Information	2018SR324567	May 10, 2018
4.	七牛雲短視頻軟件(Android版) (簡稱：七牛雲短視頻軟件)V1.0 Qiniu Cloud short video software(Android version) V1.0 (Abbreviation: Qiniu Cloud short video software)	Qiniu Information	2018SR222786	March 30, 2018
5.	七牛雲QCDN緩存系統服務V1.0 (Qiniu Cloud QCDN cache system service V1.0)	Qiniu Information	2020SR1271834	December 31, 2020
6.	七牛雲企業級對象存儲軟件 (簡稱：Kodo Enterprise) V3.0 (Qiniu Cloud Enterprise Object Storage software V3.0 (Abbreviation: Kodo Enterprise) for short)	Qiniu Information	2021SR0857771	June 8, 2021
7.	七牛雲企業級大數據存儲軟件 V3.0 (Qiniu Cloud Enterprise Big Data Storage Software V3.0)	Qiniu Information	2023SR0559074	May 23, 2023

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### 3. FURTHER INFORMATION ABOUT OUR DIRECTORS

#### A. Particulars of Directors' Service Contracts and Appointment Letters

##### (a) *Executive Directors*

Each of our executive Directors [has] entered into a service contract with our Company for a term of three years.

##### (b) *Non-executive Director*

Our non-executive Director [has] entered into a letter of appointment with our Company for a term of three years.

##### (c) *Independent Non-executive Directors*

Each of our independent non-executive Directors [has] entered into a letter of appointment with our Company for a term of three years.

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

#### B. Directors' Remuneration

Save as disclosed in "Directors and Senior Management — Remuneration Policy" and under Note 8 to the financial information in the Accountant's Report set out in Appendix I to this document, no Director received any other fees, salaries, allowances, share based compensation, pension schemes contribution and other benefits in kind (if applicable) from our Company in respect of each of the year ended December 31, 2021, 2022 and 2023 and the three months ended March 31, 2024.

It is estimated that under the arrangements currently in force, total remuneration (including fees, salaries, pension schemes contribution and other benefits, excluding any share based compensation) in an amount of approximately RMB4.9 million will be payable by our Company to our Directors for the year ending December 31, 2024 for their services as our Directors.

There is no arrangement under which any Director has waived or agreed to waive any remuneration of benefits in kind during the Track Record Period.

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### 4. DISCLOSURE OF INTERESTS

#### A. Substantial Shareholders

For information on the persons (other than our Directors and chief executive of our Company) who will, immediately following the completion of the [REDACTED], have interests or short positions in our Shares or underlying Shares which would be required to be disclosed to us and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or, directly or indirectly, be interested in 10% or more of the nominal value of any class of share capital carrying the rights to vote in all circumstances at general meetings of our Company, see "Substantial Shareholder" for further details.

Save as disclosed above, our Directors and chief executive are not aware of any person, not being a Director and chief executive of our Company, who has an interest or short position in the shares and underlying shares of our Company which, once our Shares are listed, would have to be disclosed to us under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who is, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of our Company.

#### B. Directors or Chief Executive

- (a) *Interests and short positions of our Directors in the share capital of our Company and its associated corporations following completion of the [REDACTED] and the [REDACTED]*

Immediately following completion of the [REDACTED] and the [REDACTED] (assuming that the [REDACTED] is not exercised and no Shares are issued pursuant to the [REDACTED] Share Plan), the interests or short positions of our Directors and chief executives in the Shares, underlying shares and debentures of our Company and its 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 he/she is taken or deemed to have under such provisions of the SFO), or which will be required, pursuant to section 352 of the SFO, to be recorded 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 Companies contained in the Listing Rules, will be as follows:



**APPENDIX IV STATUTORY AND GENERAL INFORMATION**

*Interests in Shares and underlying Shares*

Name of Director or chief executive	Nature of interest	Number of securities after the [REDACTED] and the [REDACTED]	Approximate percentage of interest in our Company immediately after the [REDACTED] and the [REDACTED] <sup>(1)</sup>
Mr. Xu	Interest in controlled corporation <sup>(2)</sup>	[REDACTED]	[REDACTED]%
	[Interest of a party to an agreement] <sup>(5)</sup>	[REDACTED]	[REDACTED]%
Ms. Chen Yiling	Beneficial owner	[REDACTED] <sup>(3)</sup>	[REDACTED]%
Mr. Lyu	Interest in controlled corporation <sup>(4)</sup>	[REDACTED]	[REDACTED]%

*Notes:*

- (1) The calculation is based on the total number of [REDACTED] Shares in issue immediately after completion of the [REDACTED] and the [REDACTED] (assuming that the [REDACTED] is not exercised and no Shares are issued pursuant to the [REDACTED] Share Plan).
- (2) Mr. Xu is interested in [REDACTED] Shares held by Dream Galaxy, a company wholly owned by Mr. Xu.
- (3) Ms. Chen Yiling is interested in [REDACTED] share options (as adjusted pursuant to the [REDACTED]) granted to her under the [REDACTED] Share Plan.
- (4) Mr. Lyu is interested in [REDACTED] Shares held by Dustland, a company wholly owned by Mr. Lyu.
- (5) Mr. Xu will be entitled to exercise the voting rights attached to [REDACTED] Shares in aggregate, representing approximately [REDACTED]% of shareholding interest in the Company immediately following the completion of the [REDACTED]. See "History, Development and Corporate Structure – Voting Proxy Arrangements." for details.

**(b) *Interests and short positions disclosable under Divisions 2 and 3 of Part XV of the SFO***

For information on the persons who will, immediately following the completion of the [REDACTED], having or be deemed or taken to have beneficial interests or short position in our Shares or underlying shares which would fall to be disclosed to our Company under the provisions of 2 and 3 of Part XV of the SFO, or directly or indirectly be 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, See "Substantial Shareholders".

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Save as set out above, as of the Latest Practicable Date, our Directors were not aware of any persons who would, immediately following the completion of the [REDACTED], be interested, directly or indirectly, in 10% or more of the nominal of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of our Group.

### C. Disclaimers

Save as disclosed in this document:

- (a) save as disclosed in “4. Disclosure of Interests” in this Appendix, none of our Directors or chief executive of our Company has any interests and short positions in the Shares, underlying Shares and debentures of our Company or any associated corporation (within the meaning of Part XV of the SFO) which will have to be notified to us and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which have, or are deemed to have, been taken under such provisions of SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Companies to be notified to us and the Stock Exchange, in each case once our Shares are listed;
- (b) none of our Directors is a director or employee of a company which is expected to have an interest in our Shares falling to be disclosed to our Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO once our Shares are listed on the Stock Exchange;
- (c) none of our Directors nor any of the parties listed in “6. Other Information – F. Qualification of Experts” of this Appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to our business;
- (d) none of our Directors nor any of the parties listed in “6. Other Information – F. Qualification of Experts” of this Appendix is interested in our promotion, or in any assets which have, within two years immediately preceding the issue of this document, been acquired or disposed of by or leased to us, or are proposed to be acquired or disposed of by or leased to our Company;
- (e) none of the parties listed in the paragraph headed “6. Other Information – F. Qualification of Experts” of this Appendix: (i) is interested legally or beneficially in any of our Shares or any shares in any of our subsidiaries; or (ii) has any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for our securities; and
- (f) none of our Directors or their respective associates or any Shareholders of our Company (who to the knowledge of our Directors owns more than 5% of our issued share capital) has any interest in our five largest suppliers or our five largest customers for each year/period during the Track Record Period.

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### 5. SHARE OPTION SCHEMES

#### A. [REDACTED] Share Plan

The following is a summary of the principal terms of the [REDACTED] Share Plan.

##### (a) Purpose

The purposes of this [REDACTED] Share Plan are to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentives to selected employees, directors, and consultants and to promote the success of our Company's business by offering these individuals or entities an opportunity to acquire a proprietary interest in the success of our Company, or to increase this interest by permitting them to acquire Shares. The [REDACTED] Share Plan provides both for the direct award or sale of Shares and for the grant of share options to purchase Shares.

##### (b) Who may join

- (i) only Service Providers, or trusts or companies established in connection with any employee benefit plan of the Company (including the [REDACTED] Share Plan) for the benefit of a Service Provider, are eligible for the grant of Shares under the [REDACTED] Share Plan.
- (ii) only Employees are eligible for the grant of share options under the [REDACTED] Share Plan.

*"Employees" means (1) employees (including directors and officers) of our Company, our holding companies and our subsidiaries; and (2) our Directors.*

*"Service Providers" means (1) Employees; and (2) any person who is engaged by the Company, our holding companies, our subsidiaries or variable interest entity whose financial statements are intended to be consolidated with our Company, our holding companies or our subsidiaries to render bona fide consulting or advisory services to such entity and who is compensated for the services.*

##### (c) Administration

The [REDACTED] Share Plan shall be administered by the chief executive officer of our Company or such other person approved and appointed by the Board as the administrator (the "**Administrator**") or his delegates.

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### *(d) Grant of the Shares or Right to Purchase Shares*

Pursuant to the [REDACTED] Share Plan, each grantee of the Shares or the right to purchase Shares (the “**Share Purchase Right**”) is required to accept the award by entering into a share award agreement (the “**Share Award Agreement**”) or a share purchase agreement (the “**Restricted Share Purchase Agreement**”) (as the case may be), which set forth the terms and conditions of the relevant grant of Shares or Share Purchase Right (as the case may be), with our Company.

- (i) Duration of offers of Share Purchase Right – any Share Purchase Rights granted shall automatically expire if not exercised within 30 days (or such longer time as is specified in the Restricted Share Purchase Agreement) after the Date of Grant.
- (ii) Purchase price – the purchase price, if any, shall be determined by the Administrator in its sole discretion as set forth in the applicable Restricted Share Purchase Agreement or Share Award Agreement.
- (iii) Restrictions on Transfer of Shares – any Shares awarded or sold pursuant to Share Purchase Right shall be subject to such special forfeiture conditions, rights of repurchase or redemption, rights of first refusal, market stand-offs, and other transfer restrictions as the Administrator may determine. The restrictions described in the preceding sentence shall be set forth in the applicable Restricted Share Purchase Agreement or Share Award Agreement, as applicable, and shall apply in addition to any restrictions that may apply to holders of Shares generally.

### *(e) Grant of the Share Options*

Pursuant to the [REDACTED] Share Plan, each grantee of the share options is required to accept the share options by entering into an option agreement (the “**Option Agreement**”), which set forth the terms and conditions of the relevant grant of share options, with our Company.

- (i) Time of exercise of option – each Option Agreement shall specify the date when all or any instalment of the Option is to become exercisable. Each Option Agreement shall also specify the term of the relevant share options granted to an eligible person; provided, however, that the term shall not exceed ten (10) years from the date of grant.
- (ii) Price of Shares – the exercise price per Share in respect of any particular share option granted under the [REDACTED] Share Plan shall be as set forth in the relevant Option Agreement.

## APPENDIX IV STATUTORY AND GENERAL INFORMATION

- (iii) Termination – unvested share options shall lapse and shall not be vested in the relevant selected grantee upon the occurrence of any of the following events:
- a grantee ceases to be a Service Provider for any reason other than because of death, then the grantee’s share options shall expire on the earliest of the following occasions:
    - (A) the expiration date of such share options;
    - (B) the 30th day following the termination of the grantee’s relationship as a Service Provider for any reason other than disability, or such later date as specify in the Option Agreement; or
    - (C) the last day of the six-month period following the termination of the grantee’s relationship as a Service Provider by reason of disability, or such later date as specify in the Option Agreement.
  - in the case of that a grantee dies while a Service Provider, then the grantee’s share options shall expire on the earlier of the following dates:
    - (A) the expiration date;
    - (B) the last day of the six-month period immediately following the grantee’s death, or such later date as specify in the Option Agreement.

**(f) *Rights are personal to grantee***

Any grant of Shares, Share Purchase Right or share option is personal to the grantee and may be exercised in whole or in part. No grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party unless (i) by will or applicable laws of descent and distribution or pursuant to a qualified domestic relations order or (ii) by trusts or companies established in connection with any employee benefit plan of our Company (including the [REDACTED] Share Plan) for the benefit of a Service Provider or Service Providers.

**(g) *Ranking of Shares***

The Shares awarded, purchased, or to be allotted upon the exercise of an option will not carry voting rights until completion of the registration of the grantee (or any other person) as the holder thereof. Subject as aforesaid, Shares to be allotted on the exercise of options will rank *pari passu* and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation as attached to the fully-paid Shares in issue on the date of issue, in particular but without prejudice to the generality of the foregoing, in respect of voting, transfer and other rights including those arising on a liquidation of the Company and rights in respect of any dividend or other distributions paid or made on or after the date of issue.

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## APPENDIX IV STATUTORY AND GENERAL INFORMATION

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*(h) Maximum number of Shares to be granted or issued*

The maximum number of Shares which may be granted or allotted and issued pursuant to the share options granted under the [REDACTED] Share Plan shall not exceed 18,107,143 Shares (without taking into account effect of the [REDACTED]) (as appropriately adjusted for subsequent stock splits, stock dividends and the like).

*(i) Effect of alterations to capital*

Subject to any required action by the members of the Company in accordance with applicable law, the class(es) and number and type of shares of each outstanding award (not being returned, cancelled or expired pursuant to the terms of the [REDACTED] Share Plan), as well as the purchase price per Share or the exercise price per share option, shall be proportionately adjusted for any increase, decrease, or change in the number or type of outstanding shares or other securities of the Company or exchange of outstanding shares or other securities of the Company into or for a different number or type of shares or other securities of the Company or successor entity, or for other property (including, without limitation, cash) or other change to the shares resulting from a share split, reverse share split, share dividend, dividend in property other than cash, combination of shares, exchange of shares, combination, consolidation, recapitalization, reincorporation, reorganization, change in corporate structure, reclassification, or other distribution of the Shares effected without receipt of consideration by the Company. The adjustment shall be made by our Board, whose determination shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of equity securities of the Company of any class, or securities convertible into equity securities of the Company of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number, type, or price of Shares subject to an award.

*(j) Termination*

The [REDACTED] Share Plan shall terminate on the earlier of:

- (i) the 20th anniversary date of the date of adoption; and
- (ii) such date of early termination as determined by the Board.

As of the Latest Practicable Date, no Shares or the Share Purchase Right had been granted pursuant to the [REDACTED] Share Plan.

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*(k) Outstanding Grants*

As of the Latest Practicable Date, the total number of outstanding share options granted under the [REDACTED] Share Plan is 14,654,577 options, and if exercised in full, representing approximately 7.2% of the issued share capital of our Company immediately before completion of the [REDACTED] and the [REDACTED] or [REDACTED] Shares (as adjusted pursuant to the [REDACTED]) (the “Adjusted Shares”), representing approximately [REDACTED]% of the issued share capital of our Company immediately after completion of the [REDACTED] and taking no account of any Shares which may be allotted and issued pursuant to the exercise of the [REDACTED].

The table below shows the details of share options granted to our Directors and members of our senior management under the [REDACTED] Share Plan:

Name	Relationship with our Group	Address	Date of Grant	Expiry date	No. of underlying Shares pursuant to the options granted (before adjustment for the [REDACTED])	No. of underlying Shares pursuant to the options granted (as adjusted for the [REDACTED])	Exercise price (as adjusted for the [REDACTED])	Approximate percentage of enlarged issued share capital of our Company immediately after completion of the [REDACTED] <sup>1</sup>	Exercisable period
Chen Yiling	Executive Director	Room 1803, No. 8, Lane 1515, Zhangyang Road, Pudong New District, Shanghai, PRC	October 8, 2014	October 8, 2034	[REDACTED]	[REDACTED]	US\$[REDACTED] to US\$[REDACTED]	[REDACTED]%	From the date of vesting to expiry date
			November 25, 2018	November 25, 2028	[REDACTED]				
			January 25, 2019	January 25, 2029	[REDACTED]				
			August 25, 2020	August 25, 2030	[REDACTED]				
			October 25, 2022	October 25, 2032	[REDACTED]				



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Name	Relationship with our Group	Address	Date of Grant	Expiry date	No. of underlying Shares pursuant to the options granted (before adjustment for the [REDACTED])	No. of underlying Shares pursuant to the options granted (as adjusted for the [REDACTED])	Exercise price (as adjusted for the [REDACTED])	Approximate percentage of enlarged issued share capital of our Company immediately after completion of the [REDACTED] <sup>1</sup>	Exercisable period
Han Bin	Chief financial officer	Lane 899, North Zhongshan Road, Jing'an District, Shanghai, PRC	May 25, 2023	May 25, 2033	[REDACTED]	[REDACTED]	US\$[REDACTED]	][REDACTED]%	From the date of vesting to expiry date
Zhang Yuanhao	Head of finance department and a joint company secretary	Lane 828, Chenhui Road, Pudong New District, Shanghai, PRC	August 25, 2015	August 25, 2025	[REDACTED]	[REDACTED]	US\$[REDACTED] to US\$[REDACTED]	[REDACTED]%	From the date of vesting to expiry date
			March 25, 2016	March 25, 2026	[REDACTED]				
			September 25, 2019	September 25, 2029	[REDACTED]				
			April 25, 2022	April 25, 2032	[REDACTED]				
Li Lina	Head of human resources department	Lane 399, Zhujiagang Road, Pudong New District, Shanghai, PRC	February 25, 2018	February 25, 2028	[REDACTED]	[REDACTED]	US\$[REDACTED] to US\$[REDACTED]	[REDACTED]%	From the date of vesting to expiry date
			September 25, 2019	September 25, 2029	[REDACTED]				
			August 25, 2020	August 25, 2030	[REDACTED]				
			May 25, 2023	May 25, 2033	[REDACTED]				

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Name	Relationship with our Group	Address	Date of Grant	Expiry date	No. of underlying Shares pursuant to the options granted (before adjustment for the [REDACTED])	No. of underlying Shares pursuant to the options granted (as adjusted for the [REDACTED])	Exercise price (as adjusted for the [REDACTED])	Approximate percentage of enlarged issued share capital of our Company immediately after completion of the [REDACTED] <sup>1</sup>	Exercisable period
Jiang Wenlong	Deputy chief technical officer	Lane 198, Qianhui Road, Pudong New District, Shanghai, PRC	August 1, 2013	August 1, 2033	[REDACTED]	[REDACTED]	US\$[REDACTED] to US\$[REDACTED]	[REDACTED]%	From the date of vesting to expiry date
			August 1, 2014	August 1, 2034	[REDACTED]				
			November 25, 2018	November 25, 2028	[REDACTED]				
			January 25, 2019	January 25, 2029	[REDACTED]				
			November 25, 2022	November 25, 2032	[REDACTED]				

*Note:*

1. Assuming that the [REDACTED] is not exercised and no Shares are issued pursuant to the [REDACTED] Share Plan

Save as disclosed above, no share options had been granted to our Directors, members of senior management or any connected persons under the [REDACTED] Share Plan.

Save as the five grantees disclosed above, the remaining 117 grantees who are not members of our Directors, members of our senior management or connected persons of our Company have been granted options to subscribe for 5,748,501 Shares immediately before the completion of the [REDACTED] (or [REDACTED] Adjusted Shares) under the [REDACTED] Option Plan. Please refer to below table for details.

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Range of outstanding Shares for options granted immediately before the Completion of the [REDACTED]	Total number of grantees	Date of grant	Expiry date	No. of underlying Shares pursuant to the options granted (before adjustment for the [REDACTED])	No. of underlying Shares pursuant to the options granted (as adjusted for the [REDACTED])	Exercise price (as adjusted for the [REDACTED])	Approximate percentage of enlarged issued share capital of our Company immediately after completion of the [REDACTED] <sup>1</sup>	Exercisable period
1 to 9,900	44	June 5, 2015 to August 25, 2024	June 5, 2025 to August 25, 2034	[REDACTED]	[REDACTED]	US\$[REDACTED] to US\$[REDACTED]	[REDACTED]%	From the date of vesting to expiry date
10,000 to 99,900	60	August 1, 2013 to August 25, 2024	June 5, 2025 to August 25, 2034	[REDACTED]	[REDACTED]	US\$[REDACTED] to US\$[REDACTED]	[REDACTED]%	From the date of vesting to expiry date
100,000 to 999,900	13	August 1, 2013 to August 25, 2024	February 25, 2026 to August 25, 2034	[REDACTED]	[REDACTED]	US\$[REDACTED] to US\$[REDACTED]	[REDACTED]%	From the date of vesting to expiry date

*Notes:*

1. calculated based on [REDACTED] Shares in issue immediately after completion of the [REDACTED] and the [REDACTED] (assuming that the [REDACTED] is not exercised and no Shares are issued pursuant to the [REDACTED] Share Plan).

As of the Latest Practicable Date, taking into account the options granted, repurchased and lapsed, all the options available for granting under the [REDACTED] Share Plan have been fully granted and no further options could be granted pursuant to the [REDACTED] Share Plan.

Assuming full exercise of the outstanding share options under the [REDACTED] Share Plan, the shareholding of our Shareholders and earnings per Share immediately following the [REDACTED] will be diluted by approximately [REDACTED]%, calculated based on [REDACTED] Shares in issue immediately after the completion of the [REDACTED] (assuming the [REDACTED] is not exercised).

Application has been made to the Stock Exchange for the [REDACTED] of, and permission to [REDACTED] in, on the Main Board our Shares which may be issued pursuant to the exercise of the share options granted under the [REDACTED] Share Plan.

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Our Company has applied for[, and has been granted,] (i) a waiver from the Stock Exchange from strict compliance with the disclosure requirements under Rule 17.02(1)(b) and paragraph 27 of Appendix D1A to the Listing Rules; and (ii) an exemption from the SFC from strict compliance with the disclosure requirements of paragraph 10(d) of Part I of the Third Schedule to the Companies Ordinance. See “Waivers and Exemptions from Strict Compliance with the Listing Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance” in this document for details.

### B. [REDACTED] Share Option Scheme

Pursuant to the shareholders’ resolutions dated [•], we conditionally adopted the Post-[REDACTED] Share Option Scheme taking effect upon the [REDACTED]. A summary of the principal terms of the [REDACTED] Share Option Scheme is set out below.

#### (a) *Purpose of the [REDACTED] Share Option Scheme*

The purpose of the [REDACTED] Share Option Scheme is to enable our Company to grant share options (“**Share Options**”) to Eligible Participants (as defined below) as incentives or rewards for their contribution or potential contribution to our Company and/or any of its subsidiaries, to retain high-calibre employees and to maintain long term relationships with Service Providers (as defined below). The Directors consider that it is appropriate to reward selected participants’ contribution to our Group by granting Share Options to them since it will link the value of our Company with the interests of the selected participants and will provide them with an incentive to work for the interests of our Group.

#### (b) *Who may join*

The Directors may, at their absolute discretion, invite any person belonging to any of the following classes of participants (“**Eligible Participants**”), to take up Share Options to subscribe for Shares:

1. directors and employees of any member of our Group (including persons who are granted Share Options or awards under the scheme as an inducement to enter into employment contracts with any member of our Group) (the “**Employee Participants**”);
2. directors and employees of the holding companies, fellow subsidiaries or associated companies of our Company (the “**Related Entity Participants**”); and

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3. persons who provide services to our Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long term growth of our Group and exclude (for the avoidance of doubt) (A) placing agents or financial advisers providing advisory services for fund-raising, mergers or acquisitions, (B) professional service providers (such as auditors or valuers) who provide assurance, or are required to perform their services with impartiality and objectivity (“**Service Providers**”), who fall under the following category or categories or who may meet with the eligibility criteria below:
  - (i) suppliers: Service Providers under this category are mainly suppliers, which supply cloud services and electronic equipments;
  - (ii) contractors, agents, consultants and advisers: Service Providers under this category are mainly independent contractors, agents, consultants and advisers who provide design, research, development or other support or any advisory, consultancy, professional or other services to our Group on areas relating to our Group’s main businesses and/or other principal business activity(ies) that may be carried out by our Group from time to time, or on areas that are desirable and necessary from a commercial perspective and help maintain or enhance the competitiveness of our Group by way of introducing new customers or business opportunities to our Group and/or applying their specialised skills and/or knowledge in the abovementioned fields; or
  - (iii) business and joint venture partners: Service Providers under this category are mainly business and joint venture partners who provide services to our Group on areas that are desirable and necessary from a commercial perspective and help maintain or enhance the competitiveness of our Group by way of introducing new customers or business opportunities to our Group.

The eligibility of any of the Eligible Participants to the grant of Share Options shall be determined by the Directors from time to time on the basis of the Directors’ opinion as to his/her contribution to the development and growth of our Group.

### *(c) Offer and grant of Share Options*

No grant of Share Options shall be made after inside information has come to our Company’s knowledge until (and including) the trading day after our Company has announce such inside information pursuant to the requirements of the Listing Rules. In particular, no Share Options shall be granted during the period commencing one month immediately preceding the earlier of (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for 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 publish an announcement of results for any year or half-year period in accordance with the Listing Rules (whether or not required under the Listing Rules).

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If the Board determines to offer a Share Options to an Eligible Participant, the Board shall forward to the relevant Eligible Participant a letter which states (the “**Offer Letter**”), among others, (a) the Eligible Participant’s name, address and occupation; (b) the Offer Date (as defined below); (c) the acceptance date; (d) the commencement date of the Share Option Period (as defined below); (e) the Vesting Period (as defined below) and vesting conditions (if any); (f) the number of Shares in respect of which the Share Option is offered; (g) the Exercise Price (as defined below) and the manner of payment of the Exercise Price for the Shares on and in consequence of the exercise of the Share Option; (h) the expiry date in relation to that Share Option; (i) the method of acceptance of the Share Option; and (j) such other terms and conditions relating to the offer of the Share Option which in the opinion of the Board are fair and reasonable but not being inconsistent with the [REDACTED] Share Option Scheme and the Listing Rules.

An offer of the grant of a Share Option (“**Offer**”) shall be deemed to have been accepted and to have taken effect when the duplicate letter comprising acceptance of offer duly signed by the grantee (“**Scheme Grantee**”) with the number of Shares in respect of which such offer is accepted clearly stated therein, together with a remittance in favor of our Company of HK\$1.0 by way of consideration for the grant thereof is received by our Company with 7 days from the Offer Date (as defined below). Such remittance shall in no circumstances be refundable and shall be deemed as part payment of the exercise price. Once accepted, the Share Option is granted as from the Offer Date (as defined below).

### *(d) Exercise price*

The exercise price of a Share Option (“**Exercise Price**”) shall be such price as determined by the Board in its absolute discretion at the time of the grant of the relevant option (and shall be stated in the Offer Letter), but in any case the Exercise Price shall must be at least the higher of:

1. the closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange on the date of grant, which must be a Business Day (the “**Offer Date**”);
2. the average closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange for the five (5) Business Days immediately preceding the Offer Date; and
3. the nominal value of a Share.

### *(e) Maximum number of Shares and maximum entitlement of an Eligible Participant*

The maximum number of Shares in respect of which Share Options granted under the [REDACTED] Share Option Scheme or Share Options and awards granted under the other schemes may be granted is ten (10) per cent. (the “**Scheme Mandate Limit**”) of the Shares in issue as at the [REDACTED]. For the avoidance of doubt, awards already granted before [REDACTED] under the [REDACTED] Share Plan will not affect this scheme limit, which relates to awards to be granted after this scheme becomes effective (being the [REDACTED]).

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The maximum number of Shares in respect of which Share Options granted under the [REDACTED] Share Option Scheme or Share Options and awards granted under the other schemes may be granted to the Service Providers is two (2) per cent. (the “**Service Provider Sublimit**”) of the Shares in issue as at the [REDACTED], which is within the Scheme Mandate Limit. The basis for determining the Service Provider Sublimit includes the potential dilution effect arising from grants to the Service Providers, and the importance of striking a balance between achieving the purpose of the [REDACTED] Share Option Scheme and protecting Shareholders from the dilution effect from granting a substantial amount of Share Options to the Service Providers, the actual or expected increase in our Group’s revenue or profits which is attributable to the Service Providers, the extent of use of Service Provider in our Group’s business, the current payment and/or settlement arrangement with the Service Providers, and the fact that our Company expects that a majority of Share Options will be granted to Employee Participants and as such there is a need to reserve a larger portion of the Scheme Mandate Limit for grants to the Employee Participants. Given the above, the Directors considered that a sublimit of 2% would not lead to an excessive dilution of existing Shareholders’ holdings.

Considering that there are no other share schemes involving grant of Share Options over new Shares, our Group’s hiring practice and organisational structures and that the Service Providers have contributed to the long-term growth of our businesses, the Board is of the view that the Service Provider Sublimit is appropriate and reasonable as it provides flexibility to grant Share Options to the Service Providers to achieve the purpose of the [REDACTED] Share Option Scheme and the low threshold of 2% can provide adequate safeguard against excessive dilution.

Share Options lapsed in accordance with the terms of the [REDACTED] Share Option Scheme or any other schemes will not be counted for the purpose of calculating the 10% limit and the Service Provider Sublimit.

Our Company may seek approval of the Shareholders, any controlling shareholders and their associates (or if there is no controlling shareholder, directors (excluding independent non-executive directors) and the chief executive of our Company and their respective associates) in general meeting for refreshing the Scheme Mandate Limit (including the Service Provider Sublimit) after three (3) years from the date of the Shareholders’ approval for the last refreshment or the adoption of the [REDACTED] Share Option Scheme.

The total number of Shares which may be issued in respect of all options and awards to be granted under all of the schemes of the listed issuer under the scheme mandate as “refreshed” must not exceed 10% of Shares in issue as at the date of approval of the refreshed scheme mandate. A circular containing the information required under the Listing Rules shall be sent to the Shareholders in connection with the meeting at which their approval will be sought.



## APPENDIX IV STATUTORY AND GENERAL INFORMATION

The total number of Shares issued and to be issued upon exercise of the Share Options and awards granted to each Eligible Participant (excluding any awards lapsed in accordance with the terms of the [REDACTED] Share Option Scheme) in any 12-month period shall not exceed 1% of the Shares in issue (the “**Individual Limit**”). Any further grant of Share Options or awards to an Eligible Participant which would result in the Shares issued and to be issued upon exercise of all Share Options and awards granted and to be granted to such Eligible Participant (excluding any awards lapsed in accordance with the terms of the [REDACTED] Share Option Scheme) in the 12-month period up to and including the date of such further grant exceeding the Individual Limit shall be subject to our Shareholders’ approval in general meeting with such Eligible Participant and his or her close associates (as defined under the Listing Rules, or his or her associate if the Participant is a connected person) abstaining from voting. A circular containing the information required under the Listing Rules shall be sent to the Shareholders. The number and terms (including the exercise price) of the Share Options to be granted to such Scheme Grantee must be fixed before the Shareholders’ approval is sought and the date of the meeting of the Board for proposing such further grant of Share Option should be taken as the date of grant for the purpose of calculating the exercise price.

*(f) Grant of Share Options to Directors, Chief Executive or Substantial Shareholders or any of their respective associates*

Any grant of Share Options to an Eligible Participant who is a Director, chief executive or substantial shareholder (as defined in the Listing Rules) of our Company or their respective associates shall be approved by the independent non-executive Directors (excluding any independent non-executive director who is the grantee of the options or awards).

Where our Board proposes to grant any option to an Eligible Participant who is an independent non-executive Director of our Company or a substantial shareholder (with the meaning as ascribed under the Listing Rules) of our Company, or any of their respective associates would result in our Shares issued and to be issued upon exercise of all Share Options and awards already granted and to be granted under the [REDACTED] Share Option Scheme and any other share schemes of our Company (excluding any options and awards lapsed in accordance with the terms of the [REDACTED] Share Option Scheme) to him/her in the 12-month period up to and including the proposed Offer Date of such grant representing in aggregate more than 0.1% of the total number of Shares in issues on the Offer Date, such grant shall be subject to, in addition to the approval of the independent non-executive Directors, the issue of a circular by our Company to its shareholders and the approval of the Shareholders in general meeting at which the relevant Scheme Grantee, his/her associates and all core connected persons of the listed issuer must abstain from voting in favour at such general meeting.

## APPENDIX IV STATUTORY AND GENERAL INFORMATION

Any change in the terms of Share Options or awards granted to any Scheme Grantee who is a Director, chief executive or substantial shareholder of our Company, or any of their respective associates, must be approved by the Shareholders in general meeting (with such Scheme Grantee, his associates and all core connected person of our Company abstaining from voting in favour), if the initial grant of the Share Options or awards requires such approval (except where the changes take effect automatically under the existing terms of the [REDACTED] Share Option Scheme). In such connection, our Company shall comply with the requirements under Rules 13.40, 13.41 and 13.42 of the Listing Rules (or the successor provisions then prevailing).

### *(g) Exercise of Share Options*

A Share Option may be exercised in accordance with the terms of the [REDACTED] Share Option Scheme at any time during the period to be determined by our Board at its absolute discretion and notified by our Board to each Scheme Grantee as being the period during which a Share Option may be exercised and in any event, such period shall not be longer than ten (10) years from the date upon which any particular option is granted in accordance with the [REDACTED] Share Option Scheme (“**Share Option Period**”).

### *(h) Vesting*

The vesting period for all Share Options granted under the [REDACTED] Share Option Scheme (the “**Vesting Period**”) shall be the period starting from the Offer Date and ending on the date that the respective Scheme Grantee becomes entitled to exercise his Share Option. The Vesting Period shall not be less than twelve (12) months. A shorter vesting period may be granted to the Employee Participants at the discretion of the Board in any of the following circumstances:

1. grants of “make-whole” Share Options to new joiners to replace the share awards or Share Options they forfeited when leaving the previous employer;
2. grants to an Employee Participant whose employment is terminated due to death, ill-health, injury or disability or occurrence of any out of control event;
3. grants that are made in batches during a year for administrative and compliance reasons, which include Share Options that should have been granted earlier if not for such administrative or compliance reasons but had to wait for subsequent batch. In such case, the vesting period may be shorter to reflect the time from which the Share Option would have been granted;
4. grants with a mixed or accelerated vesting schedule such as where the Share Option may vest evenly over a period of 12 months; and
5. grants with performance-based vesting conditions in lieu of time-based vesting criteria.

## APPENDIX IV STATUTORY AND GENERAL INFORMATION

It is considered that by having the flexibility of having a shorter vesting period, our Group will be in a better position to attract and retain such Eligible Participants to continue serving our Group whilst at the same time providing them with further incentive in achieving the goals of our Group, and thereby, to achieve the purpose of the [REDACTED] Share Option Scheme.

*(i) Performance target and clawback mechanism*

Share Options granted under the [REDACTED] Share Option Scheme shall be subject to such vesting conditions as set forth in the Scheme and the respective Offer Letter. Subject to the terms of the Offer Letter, there is no specific performance target that must be achieved before a Share Option could be exercised by the Scheme Grantee and there is no clawback mechanism to recover or withhold the remuneration (which may include any Share Options granted) to any Scheme Grantee.

*(j) Share Options are personal to the Scheme Grantee*

Save for a transfer of Share Option to a vehicle for the benefit of the Scheme Grantee and any family members of such Scheme Grantee which is subject to the grant of waiver by the Stock Exchange, a Share Option shall be personal to the Scheme Grantee and shall not be assignable or transferable. No Scheme Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favor of any third party over or in relation to any Option, except for the transmission of a Share Option on the death or incapacitation of the Scheme Grantee to this personal representative(s) according to the terms of the [REDACTED] Share Option Scheme.

*(k) Rights upon death, termination of employment, our Directorship, office or appointment*

In the event of the Scheme Grantee ceasing to be an Eligible Participant for any reason other than on his death, ill-health, injury, disability or the termination of his relationship with our Group on one or more of the grounds, such as being guilty of serious misconduct or has been convicted of any criminal offence involving his integrity or honesty or in relation to an employee or consultant of our Company and/or any of its Subsidiaries (if so determined by the Board), or any other ground on which an employer would be entitled to unilaterally terminate his employment or service at common law or pursuant to any applicable laws or under the Scheme Grantee's service contract with our Company or the relevant subsidiary (the "Specified Grounds"), the Scheme Grantee may exercise the Share Option up to his entitlement at the date of cessation of being an Eligible Participant (to the extent not already exercised) within the period of one month (or such longer period as the Board may determine) following the date of such cessation (which date shall be, in relation to a Scheme Grantee who is an Eligible Participant by reason of his employment with our Company or any of its subsidiaries, the last actual working day with our Company or the relevant Subsidiary whether salary is paid in lieu of notice or not).

## **APPENDIX IV STATUTORY AND GENERAL INFORMATION**

In the case of the Scheme Grantee ceasing to be an Eligible Participant by reason of death, ill-health, injury or disability (all evidenced to the satisfaction of the Board) and none of the events under the Specified Grounds has occurred, the Scheme Grantee or the Personal Representative(s) of the Scheme Grantee shall be entitled within a period of 12 months (or such longer period as the Board may determine) from the date of cessation of being an Participant or death to exercise the Share Option in full (to the extent not already exercised).

As stated in the paragraph headed "(h) Vesting" above, the Board may grant a shorter Vesting Period (i.e. less than 12 months) to Employee Participants whose employment is terminated due to death, ill-health, injury or disability. Should such circumstance occur within 12 months from the Offer Date, the Board may at its discretion grant a shorter Vesting Period to the Scheme Grantee and allow the Scheme Grantee or the personal representative(s) of the Scheme Grantee to exercise the Share Option in full (to the extent not already exercised). The Board believes the flexibility of granting a shorter Vesting Period in exceptional circumstances is essential and should be exercised on a case-by-case basis only.

### ***(l) Rights on takeover***

In the event of a general or partial offer, whether by way of takeover offer, share repurchase offer, or scheme of arrangement or otherwise in like manner is made to all the holders of our Shares (or all such holders other than the offer or and/or any person controlled by the offer or and/or any person acting in association or concert with the offeror), our Company shall use all reasonable endeavours to procure that such offer is extended to all the Scheme Grantees on the same terms, mutatis mutandis, and assuming that they will become, by exercise in full of the Share Options granted to them, Shareholders. If such offer becomes or is declared unconditional, a Scheme Grantee shall be entitled to exercise his option in full (to the extent not already exercised) at any time within 14 days after the date on which such general offer becomes or is declared unconditional.

### ***(m) Rights on a compromise or arrangement***

In the event of a compromise or arrangement between our Company and its creditors (or any class of them) or between our Company and its members (or any class of them), in connection with a scheme for the reconstruction or amalgamation of our Company, our Company shall give notice thereof to all Scheme Grantees on the same day as it gives notice of the meeting to its members or creditors to consider such scheme or arrangement, and thereupon any Scheme Grantee (or her legal personal representative(s)) shall be entitled to exercise all or any of his Share Options in whole or in part at any time prior to 12 noon (Hong Kong time) on the Business Day immediately preceding the date of the meeting directed to be convened by the relevant court for the purposes of considering such compromise or arrangement and if there is more than one meeting for such purpose, the date of the first meeting. Our Company may thereafter require such Scheme Grantee to transfer or otherwise deal with the Shares issued as a result of such exercise of his or her or its option so as to place the Scheme Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement.

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## APPENDIX IV STATUTORY AND GENERAL INFORMATION

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### *(n) Adjustments to the Exercise Price*

In the event of a capitalization issue, rights issue, consolidation or sub-division of Shares, or reduction of the share capital of our company while a Share Option remains exercisable, such corresponding alterations (if any) certified by the auditors for the time being or an independent financial adviser to our company as fair and reasonable will be made to (a) the number of Shares subject to the [REDACTED] Share Option Scheme or any share option relates (insofar as it is/they are unexercised); and/or (b) the Exercise Price; and/or (unless the relevant Scheme Grantee elects to waive such adjustment) the number of Shares comprised in a Share Option or which remains comprised in a Share Option, provided that (i) any such adjustment shall give a Scheme Grantee the same proportion of the issued shares in our company (round to the nearest whole share) as that to which such Scheme Grantee was entitled immediately prior to such adjustment; (ii) no such adjustment may be made to the extent that a Share would be issued at less than its nominal value; (iii) the issue of Shares or other securities of our Group as consideration in a transaction may not be regarded as a circumstance requiring any such adjustment; and (iv) any such adjustment shall be in compliance with the Listing Rules and such applicable rules, codes, guidance notes and/or interpretation of the Listing Rules from time to time promulgated by the Stock Exchange.

In addition, in respect of any such adjustments, other than any adjustment made on a capitalisation issue, such auditors or independent financial adviser must confirm to the Directors in writing that the adjustments satisfy the requirements of the relevant provisions of the Listing Rules.

### *(o) Lapse of Share Options*

A Share Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

1. the expiry of the Share Option Period;
2. the date of the expiry of the periods for exercising the Share Option;
3. the date of which the offer (or as the case may be, revised offer) closes;
4. the date of the commencement of the winding-up of our Company (as determined in accordance with the Cayman Companies Act);

## APPENDIX IV STATUTORY AND GENERAL INFORMATION

5. the date on which the Scheme Grantee ceases to be an Eligible Employee by reason of the termination of his or her employment on any one or more of the grounds that he or she voluntarily resigns, or has been guilty of misconduct or has found to have breached the terms of employment during his or her employment (regardless of whether such employment contract has already been terminated) leading to a material loss or damage to our Group, or his or her employment has terminated by reason of the failure of such employment to pass the annual evaluation, or has been guilty of misconduct, or has committed an act of bankruptcy or has become insolvent or has made any arrangement or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or (if so determined by the Board) on any other ground on which an employer would be entitled to terminate his or her employment at law or pursuant to any applicable laws or under the Scheme Grantee's service contract with our Company or the relevant subsidiary. A resolution of the Board or board of directors of the relevant subsidiary to the effect that employment of a Scheme Grantee has or has not been terminated shall be conclusive;
6. the date on which the Scheme Grantee commits a breach or the Share Options are cancelled in accordance with the [REDACTED] Share Option Scheme; or
7. the date that is 30 days after the date on which the Scheme Grantee's employment is terminated by our Company and/or any of its subsidiaries on a ground other than those set forth in (k) above.

**(p) *Ranking of Shares allotted upon exercise of Share Options***

The Shares to be allotted upon the exercise of a Share Option will be subject to all the provisions of the Articles for the time being in force and will rank *pari passu* in all respects with and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of our Company as attached to the fully paid Shares in issue on the date of issue and rights in respect of any dividend or other distributions paid or made on or after the date of issue.

Shares issued on the exercise of a Share Option shall not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment.

**(q) *Duration of the [REDACTED] Share Option Scheme***

The [REDACTED] Share Option Scheme will remain in force for a period of ten (10) years commencing on the date on which the [REDACTED] Share Option Scheme is adopted.

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*(r) Cancellation of Share Options granted*

Any cancellation of Share Options granted must be approved in writing by the Scheme Grantees of the relevant Share Options. Where our Company cancels Share Options, the grant of new Share Options to the same Scheme Grantee may only be made with available unissued Share Options (excluding the Share Options so cancelled) within the Scheme Mandate Limit or the new limits approved by the Shareholders.

*(s) Termination of the [REDACTED] Share Option Scheme*

Our Company may terminate the operation of the [REDACTED] Share Option Scheme at any time by resolution of the Board or resolution of our Shareholders in general meeting and in such event no further option will be offered but the provisions of the [REDACTED] Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of the Share Options (to the extent not already exercised) granted prior to the termination or otherwise as may be required in accordance with the provisions of the [REDACTED] Share Option Scheme. Share Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with the [REDACTED] Share Option Scheme.

*(t) Alteration of the provisions of the [REDACTED] Share Option Scheme*

Any alterations to the terms and conditions of the [REDACTED] Share Option Scheme which are of a material nature or any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules or relating to the advantage of the Scheme Grantees or the Eligible Participants (as the case may be) must be made with the prior approval of the shareholders of our Company in general meeting at which any persons to whom or for whose benefit the Shares may be issued under the [REDACTED] Share Option Scheme and their respective associates shall abstain from voting, provided always that the amended terms of the [REDACTED] Share Option Scheme shall continue to comply with the relevant provisions of the Listing Rules and any other applicable laws.

Any change to the terms of Share Options granted to a participant must be approved by the Board, the remuneration committee, the independent non-executive Directors and/or the shareholders of our Company (as the case may be) if the initial grant of the Share Options was approved by the Board, the remuneration committee, the independent non-executive Directors and/or the shareholders of our Company (as the case may be) (except any alterations which take effect automatically under the terms of the [REDACTED] Share Option Scheme).

Any change to the authority of the Board to alter the terms of the [REDACTED] Share Option Scheme must be approved by the Shareholders in general meeting.



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### 6. OTHER INFORMATION

#### A. Estate Duty

We have been advised that no material liability for estate duty is likely to fall upon our Company or any members of our Group.

#### B. Litigation

As of the Latest Practicable Date, we are not involved in any material litigation, arbitration or administrative proceedings, and so far as our Directors are aware, no such material litigation, arbitration or administrative proceedings are pending or threatened against any members of our Group.

#### C. Joint Sponsors

The Joint Sponsors have made an application on behalf of us to the [REDACTED] of the Stock Exchange for the [REDACTED] of, and permission to deal in, all the Shares in issue and to be issued pursuant to the [REDACTED] (including the additional Shares which may be issued pursuant to the exercise of the [REDACTED] Option and the share options granted under the [REDACTED] Share Plan).

Shenwan Hongyuan Capital (H.K.) Limited and BOCOM International (Asia) Limited, the Joint Sponsors, satisfy the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

BOCOM Asset Management and BOCOM Fund are [REDACTED] Investors with an aggregate shareholding of approximately 4.86% of our total issued share capital (assuming full conversion of preferred shares into ordinary shares on a one-to-one basis) as of the Latest Practicable Date. Please refer to the section headed "History, Development and Corporate Structure — [REDACTED] Investments — Information of [REDACTED] Investors" for further details of the ultimate beneficial owners of BOCOM Asset Management and BOCOM Fund. BOCOM Asset Management, BOCOM International Private Equity Fund Management (Shenzhen) Company Limited (the fund manager of BOCOM Fund) and BOCOM International (Asia) Limited (a Joint Sponsor) are members of a "sponsor group" as defined under the Listing Rules. As the aggregate shareholding of BOCOM Asset Management and BOCOM Fund in the Company is (and will remain so up to the [REDACTED]) below the threshold under Rule 3A.07(1) of the Listing Rules nor does it give rise to any circumstances under Rule 3A.07 of the Listing Rules, it satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

As none of the circumstances set out in Rule 3A.07 of the Listing Rules exists, Shenwan Hongyuan Capital (H.K.) Limited satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

We have entered into an engagement agreement with each of the Joint Sponsors, pursuant to which we agreed to pay a total of HK\$[REDACTED] million to the Joint Sponsors to act as the joint sponsors to our Company in the [REDACTED].

## APPENDIX IV STATUTORY AND GENERAL INFORMATION

### D. Compliance Advisor

We have appointed Shenwan Hongyuan Capital (H.K.) Limited as our compliance advisor in compliance with Rule 3A.19 of the Listing Rules.

### E. Preliminary Expenses

We did not incur material preliminary expense.

### F. Qualification of Experts

The qualifications of the experts, as defined under the Listing Rules, who have given their opinions or advice in this document, are as follows:

Name	Qualification
Shenwan Hongyuan Capital (H.K.) Limited	Licensed corporation under the SFO for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities as defined under the SFO
BOCOM International (Asia) Limited	Licensed corporation under the SFO for Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities as defined under the SFO
King & Wood Mallesons	PRC Legal Advisor
Maples and Calder (Hong Kong) LLP	Cayman Islands legal advisor
Ernst & Young	Certified Public Accountants
Shanghai iResearch Co., Ltd.	Industry consultant

### G. Promoters

We have no promoter for the purpose of the Listing Rules.

### H. Consents of Experts

Each of the experts as referred to in “6. Other Information – F. Qualification of Experts” of this Appendix has given, and has not withdrawn, its respective written consents to the issue of this document with the inclusion of its reports and/or letter(s) and/or opinion(s) and/or the references to its name included herein in the form and context in which it is respectively included.

## **APPENDIX IV STATUTORY AND GENERAL INFORMATION**

As of the Latest Practicable Date, none of the experts named above has any shareholding interests in any members of our Group or the right (other than the penal provisions) of sections 44A of the Companies (Winding Up and Miscellaneous Provisions) Ordinance so far as applicable.

### **I. No Material Adverse Change**

Our Directors confirm that, after performing all due diligence work, there has been no material adverse change in our financial or operational position since March 31, 2024 and up to the Latest Practicable Date.

### **J. Binding effect**

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

### **K. Related Party Transactions**

Within the two years immediately preceding the date of this document, we have entered into the related party transactions as described in Note 35 to the financial information in the Accountant's Report set out in Appendix I to this document.

### **L. Miscellaneous**

Save as disclosed in this document:

- (a) within the two years immediately preceding the date of this document, we have not issued or agreed to issue any share or loan capital fully or partly paid either for cash or for a consideration other than cash;
- (b) no share or loan capital of our Group, if any, is under option or is agreed conditionally or unconditionally to be put under option;
- (c) we have not issued or agreed to issue any founder shares, management shares or deferred shares;
- (d) our Company has no outstanding convertible debt securities or debentures;
- (e) there are no restrictions affecting the remittance of profits or repatriation of capital by us into Hong Kong from outside Hong Kong;
- (f) within the two years immediately preceding the date of this document, no commission, discount, brokerage or other special term has been granted in connection with the issue or sale of any capital of our Company;
- (g) there is no arrangement under which future dividends are waived or agreed to be waived;

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## APPENDIX IV STATUTORY AND GENERAL INFORMATION

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- (h) there has been no interruption in our business which may have or have had a significant effect on the financial position in the last 12 months; and
- (i) none of the equity and debt securities of our Company, if any, is listed or dealt with in any other stock exchange nor is any [REDACTED] or permission to [REDACTED] being or proposed to be sought.

### **N. 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).