

## A. FURTHER INFORMATION ABOUT OUR GROUP

### 1. Incorporation

Our Company was incorporated under the laws of the Cayman Islands as an exempted company with limited liability on January 16, 2014 under the name “KANZHUN LIMITED.”

Our registered office address is at the offices of Maples Corporate Services Limited at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. Accordingly, our Company’s corporate structure and Memorandum and Articles are subject to the relevant laws of the Cayman Islands. A summary of our Memorandum and Articles is set out in Appendix III.

Our registered place of business in Hong Kong is at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong. We were registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on November 23, 2022 with the Registrar of Companies in Hong Kong. Ms. Ko Mei Ying has been appointed as the authorised representative of our Company for the acceptance of service of process in Hong Kong. The address for service of process is 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong.

As at the date of this document, our Company’s head office was located at 18/F, GrandyVic Building, Taiyanggong Middle Road, Chaoyang District, Beijing 100020, People’s Republic of China.

### 2. Changes in share capital of our Company

Upon incorporation, our Company had an authorized share capital of US\$200,000 divided into 2,000,000,000 shares with a par value of US\$0.0001 each.

The following sets out the changes in our Company’s issued share capital within the two years immediately preceding the date of this document:

- (a) on March 31, 2021, our Company repurchased 1,181,339 Class B Ordinary Shares from TECHWOLF LIMITED, which were deemed to be canceled.
- (b) in June 2021, our Company completed its initial public offering in the United States and listed its American depositary shares (the “ADSs”) on the Nasdaq Global Select Market, pursuant to which our Company issued and sold a total of 110,400,000 Class A Ordinary Shares, represented by ADSs (including 7,200,000 ADSs sold upon the full exercise of the underwriters’ option to purchase additional shares), at a public offering price of US\$19.00 per ADS (with each ADS representing two of Class A Ordinary Shares). Upon completion of the initial public offering, all of the preferred shares were redesignated and converted into Class A Ordinary Shares on a one-for-one basis. The record holder of these Class A Ordinary Shares is CITI (NOMINEES) LIMITED.

- (c) on June 16, 2021, our Company issued 24,745,531 Class B Ordinary Shares to TECHWOLF LIMITED.
- (d) our Company issued 37,356,481 Class A Ordinary Shares to TWL Fellows Holdings Limited on July 2, 2021 and 6,682,950 Class A Ordinary Shares to KZBZ LIMITED on July 8, 2021 in connection with the implementation of the 2020 Share Incentive Plan.
- (e) our Company issued 27,786,070 Class A Ordinary Shares on December 13, 2021 and 370,000 Class A Ordinary Shares on January 28, 2022 to CITI (NOMINEES) LIMITED in connection with the implementation of the 2020 Share Incentive Plan.

Save as disclosed in this section, there has been no alteration in the share capital of our Company within the two years immediately preceding the date of this document.

### **3. Changes in the share capital of our subsidiaries and Consolidated Affiliated Entities**

A summary of the corporate information and the particulars of our subsidiaries are set out in Note 1 to the Accountant's Report as set out in Appendix I.

There has been no alteration in the share capital of any of the Principal Entities within the two years immediately preceding the date of this document.

### **4. Resolutions of Our Shareholders at the AGM**

Resolutions of our Shareholders were passed at the AGM, pursuant to which, in summary, among others, conditional upon Listing (as set out in this document):

- (a) the Memorandum and the Articles were adopted in substitution for the then existing memorandum and articles of association of our Company in their entirety, conditional upon and with effect from the Listing;
- (b) a general mandate (the "**Sale Mandate**") was granted to our Directors to allot, issue and deal with any Shares or securities convertible into Shares 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 Class A Ordinary Shares and Class B Ordinary Shares in issue immediately following the completion of the Listing (but excluding any Class A Ordinary Shares which may be issued pursuant to any share incentive plans of the Company) (such total number to be subject to adjustment in the case of any consolidation or subdivision of any of the Class A Ordinary Shares and Class B Ordinary Shares of the Company after the passing of this resolution);

- (c) a general mandate (the “**Repurchase Mandate**”) was granted to our Directors to repurchase our own Shares on the Hong Kong Stock Exchange or on any other stock exchange on which the securities of our Company may be listed and which is recognised by the SFC and the Hong Kong Stock Exchange for this purpose, such number of Shares as will represent up to 10% of the total number of Class A Ordinary Shares and Class B Ordinary Shares in issue immediately following completion of the Listing (but excluding any Class A Ordinary Shares which may be issued pursuant to any share incentive plans of the Company) (such total number to be subject to adjustment in the case of any consolidation or subdivision of any of the Class A Ordinary Shares and Class B Ordinary Shares of the Company after the passing of this resolution);
- (d) the Sale 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 Class A Ordinary Shares purchased by our Company pursuant to the Repurchase Mandate, provided that such extended amount shall not exceed 10% of the total number of Class A Ordinary Shares and Class B Ordinary Shares in issue immediately following completion of the Listing (but excluding any Class A Ordinary Shares which may be issued pursuant to any share incentive plans of the Company);
- (e) all the authorized shares of a par value of US\$0.0001 each of such class or classes (however designated) as the Directors (whether issued or unissued) in the authorized share capital of the Company be re-designated on an one-for-one basis as Class A Ordinary Shares of a par value of US\$0.0001 each, such that following the variation of the Company’s authorized share capital, the authorized share capital of the Company shall be US\$200,000 divided into (i) 1,800,000,000 Class A Ordinary Shares, and (ii) 200,000,000 Class B Ordinary Shares of a par value of US\$0.0001 each, with effect from the Listing;

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

- the conclusion of the next annual general meeting of our Company;
- 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 Association; and
- the passing of an ordinary resolution by our Shareholders in a general meeting revoking or varying the authority.

**Explanatory statement on repurchase of our own securities**

The following summarises restrictions imposed by the Listing Rules on share repurchases by a company listed on the Hong Kong Stock Exchange and provides further information about the repurchase of our own securities.

***Shareholders' approval***

A listed company whose primary listing is on the Hong Kong Stock Exchange may only purchase its shares on the Hong Kong Stock Exchange, either directly or indirectly, if: (i) the shares proposed to be purchased are fully-paid up, and (ii) its shareholders have given a specific approval or general mandate by way of an ordinary resolution of shareholders.

***Size of mandate***

The exercise in full of the Repurchase Mandate could accordingly result in such number of Class A Ordinary Shares being 10% of the Shares in issue on the date of the Listing and rounded down to the nearest integer being repurchased by our Company.

The total number of shares which a listed company may repurchase on the Hong Kong Stock Exchange may not exceed 10% of the number of issued shares as at the date of the shareholder approval.

***Reasons for repurchases***

Our Directors believe that it is in the best interests of our Company and Shareholders for our Directors to have general authority from the Shareholders to enable our Company to repurchase Class A Ordinary 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 our Company and Shareholders.

***Source of funds***

Purchases must be funded out of funds legally available for the purpose in accordance with the Memorandum and Articles of Association, the Listing Rules and the applicable Laws of the Cayman Islands.

Our Company shall not purchase its own Class A Ordinary Shares on the Hong Kong Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Hong Kong Stock Exchange from time to time.

Any purchases by our Company may be made out of profits or out of an issue of new shares made for the purpose of the purchase or, if authorised by the Memorandum and Articles of Association and subject to the Companies Ordinance, out of capital, and, in the case of any

premium payable on the purchase out of profits or from sums standing to the credit of our share premium account or, if authorised by the Memorandum and Articles of Association and subject to the Companies Ordinance, out of capital.

#### ***Suspension of repurchase***

A listed company shall not repurchase its shares on the Hong Kong Stock Exchange at any time after inside information has come to its knowledge until the information is made publicly available. In particular, during the period of one month immediately preceding the earlier of: (i) the date of the board meeting (as such date is first notified to the Hong Kong Stock Exchange in accordance with the Listing Rules) for the approval of the 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 the issuer to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), until the date of the results announcement, the company may not repurchase its shares on the Hong Kong Stock Exchange unless there are exceptional circumstances.

#### ***Trading restrictions***

A listed company is prohibited from repurchasing its shares on the Hong Kong 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 Hong Kong Stock Exchange.

A listed company may not repurchase its shares if that repurchase would result in the number of listed securities which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Hong Kong Stock Exchange.

#### ***Status of repurchased shares***

The listing of all repurchased shares (whether through the Hong Kong Stock Exchange or otherwise) shall be automatically cancelled and the relevant documents of title must be cancelled and destroyed as soon as reasonably practicable.

#### ***Close associates and core connected persons***

None of our Directors or, to the best of their knowledge having made all reasonable enquiries, any of their close associates have a present intention, in the event the Repurchase Mandate is approved, to sell any Class A Ordinary Shares to our Company.

No core connected person of our Company has notified our Company that they have a present intention to sell Class A Ordinary Shares to our Company, or have undertaken to do so, if the Repurchase Mandate is approved.

A listed company shall not knowingly purchase its shares on the Hong Kong Stock Exchange from a core connected person (namely a director, chief executive or substantial shareholder of the company or any of its subsidiaries, or a close associate of any of them), and a core connected person shall not knowingly sell their interest in shares of the company to it.

### *Takeover implications*

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

### *General*

If the Repurchase Mandate were to be carried out in full at any time, there may be a material adverse impact on our working capital or gearing position (as compared with the position disclosed in our most recent published audited accounts). However, our Directors do not propose to exercise the Repurchase Mandate to such an extent as would have a material adverse effect on our working capital or gearing position.

Our Directors have undertaken to the Hong Kong Stock Exchange to will exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws in the Cayman Islands.

## **B. FURTHER INFORMATION ABOUT OUR BUSINESS**

### **1. Summary of material contracts**

The following are contracts (not being contracts entered into in the ordinary course of business) entered into by any member of our Group within the two years immediately preceding the date of this document that are or may be material:

- (a) the exclusive technology and service co-operation agreement dated September 30, 2022 among Beijing Glory Wolf, Beijing Huapin Borui and the Registered Shareholders, pursuant to which Beijing Huapin Borui agreed to engage Beijing Glory Wolf as the exclusive provider to Beijing Huapin Borui of technical consultancy, technical support, and other services;
- (b) the exclusive purchase option agreement dated September 30, 2022 among Beijing Glory Wolf, the Registered Shareholders and Beijing Huapin Borui, pursuant to which Beijing Glory Wolf, or its offshore parent company or its directly or indirectly


owned subsidiaries was granted an irrevocable and exclusive right by the Registered Shareholders to purchase from each of the Registered Shareholders all or any part of their respective equity interest in Beijing Huapin Borui;

- (c) the equity pledge agreement dated September 30, 2022 among Beijing Glory Wolf, the Registered Shareholders and Beijing Huapin Borui, pursuant to which each of the Registered Shareholders agreed to pledge all of their respective equity interests in Beijing Huapin Borui to Beijing Glory Wolf as a security interest to guarantee performance of their contractual obligations under the Contractual Arrangements and all liabilities, monetary debts or other payment obligations arising out of or in relation with the Contractual Arrangements;
- (d) the proxy agreement dated September 30, 2022 among Beijing Huapin Borui, the Registered Shareholders and Beijing Glory Wolf, each of the Registered Shareholders unconditionally and irrevocably agrees to appoint Beijing Glory Wolf and/or its designee as their sole and exclusive agent to act on their behalf on all matters concerning Beijing Huapin Borui and to exercise all of their rights as shareholder of Beijing Huapin Borui, including but not limited to: (1) to propose, convene and attend shareholders' meetings of Beijing Huapin Borui and sign minutes and resolutions of the shareholders' meeting on their behalf; (2) to exercise all shareholder rights that they are entitled to under PRC laws and the articles of association of Beijing Huapin Borui, including, but not limited to, the right to vote as a shareholder, and the right to sell or transfer or pledge or dispose of all or any part of their shareholding; and (3) acting as their authorized representative to elect, designate and appoint the legal representative, chairman, directors, supervisors, general manager and other senior executives of Beijing Huapin Borui; and
- (e) a sponsors agreement relating to the Listing dated December 16, 2022 entered into among the Company and the Joint Sponsors relating to the engagement of the Joint Sponsors by the Company in connection with the Introduction.

## 2. Intellectual Property Rights

### (a) Trademarks

As at the Latest Practicable Date, we had registered the following trademarks that we consider to be or may be material to our business:

<u>No.</u>	<u>Trademark</u>	<u>Registered Owner</u>	<u>Place of Registration</u>	<u>Class</u>	<u>Registration Number</u>	<u>Expiry Date (yyyy/mm/dd)</u>
1.		Beijing Huapin Borui	PRC	42	21239320	2028/01/13

No.	Trademark	Registered Owner	Place of Registration	Class	Registration Number	Expiry Date (yyyy/mm/dd)
2.		Beijing Huapin Borui	PRC	42	21904650	2027/12/27
3.		Beijing Huapin Borui	PRC	35	21904948	2027/12/27
4.		Beijing Huapin Borui	PRC	16	21905062	2027/12/27
5.		Beijing Huapin Borui	PRC	9	29425971	2029/01/06
6.		Beijing Huapin Borui	PRC	45	29432621	2029/01/06
7.		Beijing Huapin Borui	Hongkong	35	303971962AA	2026/11/22
8.		Beijing Huapin Borui	Hongkong	41	303971962AB	2026/11/22
9.		Beijing Huapin Borui	Hongkong	9, 16, 38, 42, 45	303971962AC	2026/11/22
10.		Beijing Huapin Borui	U.S.	9, 35, 42	6209216	2030/12/01
11.	店长直聘	Beijing Huapin Borui	PRC	42	21905195	2027/12/27
12.	店长直聘	Beijing Huapin Borui	PRC	45	21905239	2027/12/27
13.	店长直聘	Beijing Huapin Borui	PRC	41	21905515	2027/12/27
14.	店长直聘	Beijing Huapin Borui	PRC	35	21905608	2027/12/27
15.	店长直聘	Beijing Huapin Borui	PRC	16	21905685	2027/12/27
16.	店长直聘	Beijing Huapin Borui	Hongkong	35	303971980AA	2026/11/22
17.	店长直聘	Beijing Huapin Borui	Hongkong	41	303971980AB	2026/11/22



No.	Trademark	Registered Owner	Place of Registration	Class	Registration Number	Expiry Date (yyyy/mm/dd)
18.	店长直聘	Beijing Huapin Borui	Hongkong	9, 16, 38, 42, 45	303971980AC	2026/11/22
19.		Beijing Huapin Borui	PRC	42	14170581	2025/04/27
20.		Beijing Huapin Borui	PRC	9	15996911	2028/01/13
21.		Beijing Huapin Borui	PRC	35	15996984	2026/02/27
22.		Beijing Huapin Borui	PRC	38	15997022	2026/02/27
23.		Beijing Huapin Borui	PRC	41	15997050	2026/03/06
24.		Beijing Huapin Borui	PRC	45	15997136	2026/02/27
25.		Beijing Huapin Borui	PRC	16	15997162	2026/03/27

*(b) Copyrights*

As at the Latest Practicable Date, we had registered the following copyrights which we consider to be or may be material to our business:

<b>No.</b>	<b>Application and Description of Copyright</b>	<b>Registered Owner</b>	<b>Category</b>	<b>Registration Number</b>	<b>Registration Date (yyyy/mm/dd)</b>
1.	Logo for BOSS Zhipin, for publicity and demonstration as a trademark	Beijing Huapin Borui	Art works	Guo Zuo Deng Zi-2016-F-00268154	2016/04/14
2.	Logo for Dianzhang Zhipin, for publicity and demonstration as a trademark	Beijing Huapin Borui	Art works	Guo Zuo Deng Zi-2016-F-00268155	2016/04/14
3.	Logo 1 for Kanzhun, for publicity and demonstration as a trademark	Beijing Huapin Borui	Art works	Guo Zuo Deng Zi-2016-F-00264702	2016/04/15
4.	Logo 2 for Kanzhun, for publicity and demonstration as a trademark	Beijing Huapin Borui	Art works	Guo Zuo Deng Zi-2016-F-00264700	2016/04/15
5.	Logo 3 for Kanzhun, for publicity and demonstration as a trademark	Beijing Huapin Borui	Art works	Guo Zuo Deng Zi-2016-F-00264699	2016/04/15
6.	Mascot for BOSS Zhipin – Zhizhi, for publicity and demonstration on Internet, production of peripheral products, etc.	Beijing Huapin Borui	Art works	Guo Zuo Deng Zi-2016-F-00264698	2016/04/15

No.	Application and Description of Copyright	Registered Owner	Category	Registration Number	Registration Date (yyyy/mm/dd)
7.	Zhizhi, for publicity and demonstration on Internet, production of peripheral products, etc.	Beijing Huapin Borui	Art works	Guo Zuo Deng Zi-2020-F-01077676	2020/07/22

*Software copyrights*

No.	Copyright	Registered Owner	Registration Number	Registration Date (yyyy/mm/dd)
1.	BOSS Zhipin Job Seeker Version APP [Short Name: BOSS Zhipin Job Seeker Version] V1.0.0 (Boss直聘求職版APP[簡稱:Boss直聘求職版]V1.0.0)	Beijing Huapin Borui	2021SR1003003	2021/07/07
2.	BOSS Zhipin Enterprise Version APP [Short Name: BOSS Zhipin Enterprise Version] V1.0.0 (BOSS直聘企業版APP[簡稱:BOSS直聘企業版]V1.0.0)	Beijing Huapin Borui	2021SR0995320	2021/07/06
3.	Zhipin High-paying APP [Short Name: Zhipin High-paying Version] V1.0.0 (直聘高薪版APP[簡稱:直聘高薪版]V1.0.0)	Beijing Huapin Borui	2021SR0971923	2021/06/30
4.	BOSS Zhipin High-paying APP [Short Name: BOSS Zhipin High-paying Version] V1.0.0 (Boss直聘高薪版APP[簡稱:Boss直聘高薪版]V1.0.0)	Beijing Huapin Borui	2021SR0966001	2021/06/29
5.	Comprehensive and Intelligent State Visualization Operation and Maintenance Management System (智慧狀態可視化運維綜合管理系統V1.0)	Beijing Huapin Borui	2021SR0544172	2021/04/15
6.	Mobile Terminal Online Quality Control System V1.2 (移動端線上質量管控系統V1.2)	Beijing Huapin Borui	2021SR0524204	2021/04/12

No.	Copyright	Registered Owner	Registration Number	Registration Date (yyyy/mm/dd)
7.	Converged Media Audio and Video Communication System V1.0 (融合媒體音視頻通信系統V1.0)	Beijing Huapin Borui	2021SR0484984	2021/04/01
8.	Zhipin Recommendation Failover System V1.0 (直聘推薦failover系統V1.0)	Beijing Huapin Borui	2021SR0484066	2021/04/01
9.	BOSS Zhipin Deep Learning Platform V1.0 (BOSS直聘深度學習平台V1.0)	Beijing Huapin Borui	2021SR0147424	2021/01/27
10.	Dianzhang Zhipin Server-side Distributed System V4.37 (店長直聘服務端分佈式系統V4.37)	Beijing Huapin Borui	2021SR0147426	2021/01/27
11.	BOSS Zhipin Chart Data Visualization System V1.0 (Boss直聘圖數據可視化系統V1.0)	Beijing Huapin Borui	2020SR0748717	2020/07/09
12.	Flink-Based Online Real-Time Computing Platform V1.0 (基於Flink的在線實時計算平台V1.0)	Beijing Huapin Borui	2020SR0748297	2020/07/09
13.	Zhipin Api Gateway System V1.129 (直聘Api網關系統V1.129)	Beijing Huapin Borui	2020SR0748304	2020/07/09
14.	Dianzhang Zhipin (iOS Version) Mobile APP Software [Short Name: Dianzhang Zhipin] V1.4 (店長直聘(iOS版)手機APP軟件[簡稱:店長直聘]V1.4)	Beijing Huapin Borui	2020SR0086290	2020/01/16
15.	Dianzhang Zhipin (Android Version) Mobile APP Software [Short Name: Dianzhang Zhipin] V1.4 (店長直聘(安卓版)手機APP軟件[簡稱:店長直聘]V1.4)	Beijing Huapin Borui	2020SR0086298	2020/01/16

No.	Copyright	Registered Owner	Registration Number	Registration Date (yyyy/mm/dd)
16.	BOSS Zhipin (iOS Version) Performance Monitoring System [Short Name: BOSS Zhipin iOS Version] V1.0 (Boss直聘(iOS版)性能監控系統[簡稱:Boss直聘iOS版]V1.0)	Beijing Huapin Borui	2019SR0545964	2019/05/30
17.	BOSS Zhipin User Portrait Platform V1.0 (Boss直聘用戶畫像平台V1.0)	Beijing Huapin Borui	2019SR0547576	2019/05/30
18.	Dianzhang Zhipin Human Resource Outsourcing System V1.0 (店長直聘人力資源外包系統V1.0)	Beijing Huapin Borui	2019SR0546288	2019/05/30
19.	Social Community Operation and Management System V1.1 (社交圈運營管理系統V1.1)	Beijing Huapin Borui	2019SR0545958	2019/05/30
20.	BOSS Zhipin Machine Learning Algorithm Tuning System [Short Name: Eagle] V2.0 (Boss直聘機器學習算法調優系統[簡稱:eagle]V2.0)	Beijing Huapin Borui	2018SR582892	2018/07/25
21.	BOSS Zhipin Intelligent Anti-Fraud Risk Control System [Short Name: Intelligent Anti-Fraud Risk Control System] V1.0 (Boss直聘智能反詐騙風控系統[簡稱:智能反詐騙風控系統]V1.0)	Beijing Huapin Borui	2018SR582878	2018/07/25
22.	Face Recognition Authentication System V1.0 (人臉識別認證系統V1.0)	Beijing Huapin Borui	2018SR582884	2018/07/25
23.	Big Data-Based Intelligent CRM System [Short Name: Intelligent CRM System] V1.0 (基於大數據的智能CRM系統[簡稱:智能CRM系統]V1.0)	Beijing Huapin Borui	2018SR544287	2018/07/12
24.	Refined User Operation System [Short Name: Tianyan] V1.0 (精細化用戶運營系統[簡稱:天眼]V1.0)	Beijing Huapin Borui	2017SR275838	2017/06/16

No.	Copyright	Registered Owner	Registration Number	Registration Date (yyyy/mm/dd)
25.	User Behavior Tracking and Restoration System V1.0 (用戶行為追蹤與還原系統V1.0)	Beijing Huapin Borui	2017SR275848	2017/06/16
26.	Kanzhun APP Software V1.0 (看准APP軟件V1.0)	Beijing Huapin Borui	2017SR241633	2017/06/07
27.	Kanzhun.com Recruitment Software V1.0 (看准網招聘軟件V1.0)	Beijing Huapin Borui	2017SR240504	2017/06/07
28.	BOSS Zhipin Instant Messaging System [Short Name: BOSS Zhipin] V4.7 (Boss直聘即時通訊系統[簡稱:Boss直聘]V4.7)	Beijing Huapin Borui	2016SR190748	2016/07/22
29.	Distributed Data Acquisition and Preprocessing System V1.0 (分佈式數據採集與預處理系統V1.0)	Beijing Huapin Borui	2016SR190000	2016/07/22
30.	Precise and Personalized Recommendation System for Job Hunting and Recruitment [Short Name: Personalized Recommendation] V1.0 (求職招聘精準個性化推薦系統[簡稱:個性化推薦]v1.0)	Beijing Huapin Borui	2016SR190746	2016/07/22
31.	BOSS Zhipin – Internet Job Hunting and Recruitment Software [Short Name: BOSS Zhipin Software] V1.0 (Boss直聘-互聯網求職招聘神器軟件[簡稱:Boss直聘軟件]V1.0)	Beijing Huapin Borui	2016SR040686	2016/03/01
32.	Kanzhun.com Blue-Collar Open Platform V1.0 [Short Name: Blue-Collar Open Platform] (看准網藍領開放平台V1.0[簡稱:藍領開放平台])	Beijing Huapin Borui	2015SR260054	2015/12/15
33.	Kanzhun.com Personal Salary Report Software V1.0 (看准網個人薪酬報告軟件V1.0)	Beijing Huapin Borui	2015SR027628	2015/02/09
34.	Talent Evaluation System V1.0 (人才測評系統V1.0)	Beijing Huapin Borui	2015SR018910	2015/01/31

*(c) Patents*

As at the Latest Practicable Date, we had registered the following patents which we consider to be or may be material to our business:

No.	Core Technology of the Patent	Patent Category	Registered Owner	Patent Number	Registration Date (yyyy/mm/dd)
1.	Method and system for processing distributed computing job log data (一種分佈式計算作業日誌數據處理方法和系統)	Invention patent	Beijing Huapin Borui	ZL 2022 10120296.5	2022/05/17
2.	System and method for querying user portrait data (一種用戶畫像數據的查詢系統及方法)	Invention patent	Beijing Huapin Borui	ZL 2022 10103737.0	2022/05/17
3.	Method and system for automatically splitting messages based on stream computing (一種基於流計算自動化拆分消息的方法及系統)	Invention patent	Beijing Huapin Borui	ZL 2022 10097067.6	2022/05/17
4.	Method and system for extracting multi-object tag data (一種多對象標籤數據的抽取方法及系統)	Invention patent	Beijing Huapin Borui	ZL 2022 10067620.1	2022/04/05
5.	Machine learning system and method for online feature production (一種機器學習在線特徵生產系統和方法)	Invention patent	Beijing Huapin Borui	ZL 2021 11460791.2	2022/03/01
6.	Machine learning system and method for feature production (一種機器學習特徵生產系統及方法)	Invention patent	Beijing Huapin Borui	ZL 2021 11344564.3	2022/02/15
7.	System and method for persistable Java off-heap caching (一種可持久化的Java堆外緩存系統及方法)	Invention patent	Beijing Huapin Borui	ZL 2021 11183712.8	2022/01/04

No.	Core Technology of the Patent	Patent Category	Registered Owner	Patent Number	Registration Date (yyyy/mm/dd)
8.	System and method for model inferencing service calling (一種模型推理服務調用系統和方法)	Invention patent	Beijing Huapin Borui	ZL 2021 1 0976068.3	2021/11/02
9.	Method and system for instantaneous collection of characteristic samples (一種特徵樣本即時採集方法及系統)	Invention patent	Beijing Huapin Borui	ZL 2021 1 0879518.7	2021/11/02
10.	Online recruitment system based on two-way recommendation (一種基於雙向推薦的在線招聘系統)	Invention patent	Beijing Huapin Borui	ZL 2016 1 0008852.4	2021/09/03
11.	System and method for distributed data storage (一種分佈式數據存儲系統及方法)	Invention patent	Beijing Huapin Borui	ZL 2021 1 0803060.7	2021/10/12
12.	System and method for distributed vector retrieval (一種分佈式向量檢索系統及方法)	Invention patent	Beijing Huapin Borui	ZL 2021 1 0803050.3	2021/10/12
13.	Graphical user interface of recruitment for on-screen panel (selection of recommended qualified candidates) (顯示屏幕面板的招聘圖形用戶界面(推薦牛人之精選))	Design patent	Beijing Huapin Borui	ZL 2021 3 0661303.9	2022/03/01
14.	Graphical user interface of recruitment for on-screen panel (recommended qualified white-collar and blue-collar candidates) (顯示屏幕面板的招聘圖形用戶界面(推薦牛人之白領和藍領))	Design patent	Beijing Huapin Borui	ZL 2021 3 0661270.8	2022/03/01



No.	Core Technology of the Patent	Patent Category	Registered Owner	Patent Number	Registration Date (yyyy/mm/dd)
15.	Graphical user interface for mobile phones (手機的圖形化使用者介面)	Design patent	Beijing Glory Wolf Co., Ltd.	ZL 2017 3 0095797.2	2017/07/18
16.	Mobile phone with graphical user interface (帶有圖形化使用者介面的手機)	Design patent	Beijing Huapin Borui	ZL 2016 3 0468117.2	2017/04/19
17.	Mobile phone with graphical user interface (帶有圖形化使用者介面的手機)	Design patent	Beijing Huapin Borui	ZL 2016 3 0468353.4	2017/04/05
18.	Graphical user interface for mobile phones (手機的圖形化使用者介面)	Design patent	Beijing Glory Wolf Co., Ltd.	ZL 2016 3 0468111.5	2017/03/29
19.	Graphical user interface for mobile phones (手機的圖形化使用者介面)	Design patent	Beijing Glory Wolf Co., Ltd.	ZL 2016 3 0468346.4	2017/03/29
20.	System and method for cross-cluster replication based on bucket granularity (一種基於桶粒度的跨集群複製系統及方法)	Invention patent	Beijing Huapin Borui	ZL 2022 1 0055993.7	2022/06/07
21.	System and method for data processing on business intelligence platform (一種商業智能平台數據處理系統及方法)	Invention patent	Beijing Huapin Borui	ZL 2021 1 1248721.0	2022/06/07

*(d) Domain names*

As at the Latest Practicable Date, we owned the following domain names which we consider to be or may be material to our business:

<u>No.</u>	<u>Domain name</u>	<u>Registered owner</u>	<u>Registration date (yyyy/mm/dd)</u>	<u>Expiry date (yyyy/mm/dd)</u>
1.	zhipin.com	Beijing Huapin Borui	2003/11/11	2028/11/11
2.	dianzhangzhipin.com	Beijing Huapin Borui	2015/05/10	2027/05/10
3.	kanzhun.com	Beijing Huapin Borui	2007/08/18	2027/08/18
4.	bosszhipin.com	Beijing Huaye Cornerstone Network Technology Co., Ltd	2014/04/16	2027/04/16

Save as aforesaid, as of the Latest Practicable Date, there were no other trade or service marks, patents, intellectual or industrial property rights which were material in relation to our business.

**C. FURTHER INFORMATION ABOUT OUR DIRECTORS****1. Particulars of Letters of Appointment***(a) Executive Directors*

Each of our executive Directors has entered into an amended and restated director agreement with our Company on December 14, 2022. The term of appointment shall be for an initial term of three years from the Listing Date or until the third annual general meeting of our Company after the Listing Date, whichever is sooner (subject to re-election as and when required under the Articles of Association). Either party may terminate the agreement by giving not less than 30 days' written notice.

***(b) Non-Executive Director and Independent Non-Executive Directors***

Our non-executive Director has entered into an amended and restated director agreement with our Company on December 14, 2022. The term of appointment shall be for an initial term of three years from the Listing Date or until the third annual general meeting of our Company after the Listing Date, whichever is sooner (subject to re-election as and when required under the Articles of Association). Either party may terminate the agreement by giving not less than 30 days' written notice.

Each of our independent non-executive Directors has entered into an amended and restated director agreement with our Company on December 14, 2022. The term of appointment shall be for an initial term of three years from the Listing Date or until the third annual general meeting of our Company after the Listing Date, whichever is sooner (subject to re-election as and when required under the Articles of Association). Either party may terminate the agreement by giving not less than 30 days' written notice.

**2. Remuneration of Directors**

Remuneration and benefits in kind of approximately RMB0.5 million, RMB533.8 million, RMB1,551.9 million and RMB46.1 million in aggregate were paid and granted by our Group to our Directors in respect of for the fiscal years ended December 31, 2019, 2020, 2021 and the six months ended June 30, 2022, respectively.

Under the arrangements currently in force, our Directors will be entitled to receive remuneration and benefits in kind which, for the fiscal year ending December 31, 2022, is expected to be approximately RMB84.7 million in aggregate (excluding discretionary bonus).

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

**3. Disclosure of interests**

***(a) Interests and short positions of our Directors in the share capital of our Company or our associated corporations upon Listing***

Immediately following completion of the Listing (assuming no additional Shares are issued under the Share Incentive Plans and between the Latest Practicable Date and the completion of the Introduction), and other than as disclosed in "Substantial Shareholders", the interests and/or short positions (as applicable) 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/or short positions (as applicable) 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, pursuant to the 'Model Code for Securities Transactions by Directors of Listed Issuers' contained in the Listing Rules, 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, to be notified to our Company and the Stock Exchange once our Shares are listed on the Stock Exchange, are set out as follows:

(i) *Interest in Shares of our Company*

Name of Director	Nature of interest	Number and class of Shares	Approximate % interest in each class of Shares of our Company upon Listing <sup>(1)</sup>
Mr. Peng Zhao <sup>(2)</sup>	Interest through controlled corporations/founder of a discretionary trust/beneficiary of a trust	140,830,401 Class B Ordinary Shares <sup>(3)</sup>	100%
Mr. Yu Zhang	Beneficial interest	9,132,750 Class A Ordinary Shares <sup>(4)</sup>	1.3%
Mr. Xu Chen	Beneficial interest	3,225,804 Class A Ordinary Shares <sup>(5)</sup>	0.4%
Mr. Tao Zhang	Beneficial interest	4,283,224 Class A Ordinary Shares <sup>(6)</sup>	0.6%
Ms. Xiehua Wang	Beneficial interest	1,762,856 Class A Ordinary Shares <sup>(7)</sup>	0.2%
Mr. Charles Zhaoxuan Yang	Beneficial interest	8,424 Class A Ordinary Shares <sup>(8)</sup>	0.0%
Mr. Yonggang Sun	Beneficial interest	8,424 Class A Ordinary Shares <sup>(9)</sup>	0.0%

*Notes:*

- (1) The calculation is based on the assumptions that no additional Shares are issued under the Share Incentive Plans and between the Latest Practicable Date and the Listing. The calculation also excludes the 28,549,000 Class A Ordinary Shares (as of the Latest Practicable Date) issued to the Depository for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under the Share Incentive Plans.
- (2) See “Substantial Shareholders” for interests in our Company held by the WVR Beneficiary over Class B Ordinary Shares.
- (3) Represents 140,830,401 Class B Ordinary Shares held by TECHWOLF LIMITED, a British Virgin Islands company, which is held by a trust established by Mr. Peng Zhao as the settlor for the benefit of Mr. Zhao and his family.
- (4) Represents the beneficial interest in 9,000,000 Shares underlying the outstanding options and 132,750 Shares underlying the outstanding restricted share units granted to Mr. Yu Zhang under the 2020 Share Incentive Plan.
- (5) Represents the beneficial interest in (i) 1,384,522 Shares issued to an employee shareholding trust pursuant to vested options granted to Mr. Xu Chen under the 2020 Share Incentive Plan, under which Mr. Xu Chen is the ultimate beneficiary of these Shares, and (ii) 1,821,000 Shares underlying the outstanding options and 20,282 Shares underlying the outstanding restricted share units granted to Mr. Xu Chen under the 2020 Share Incentive Plan.

- (6) Represents the beneficial interest in (i) 3,198,428 Shares issued to an employee shareholding trust pursuant to vested options granted to Mr. Tao Zhang under the 2020 Share Incentive Plan, under which Mr. Tao Zhang is the ultimate beneficiary of these Shares, and (ii) 975,000 Shares underlying the outstanding options and 109,796 Shares underlying the outstanding restricted share units granted to Mr. Tao Zhang under the 2020 Share Incentive Plan.
- (7) Represents (i) 346,340 Shares held by Ms. Xiehua Wang directly, and (ii) beneficial interests in 810,500 Shares underlying the outstanding options and 606,016 Shares underlying the outstanding restricted share units granted to Ms. Xiehua Wang under the 2020 Share Incentive Plan.
- (8) Represents 8,424 Class A Ordinary Shares held by Mr. Charles Zhaoxuan Yang.
- (9) Represents 8,424 Shares underlying the outstanding options granted to Mr. Yonggang Sun under the 2020 Share Incentive Plan.

***(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 Listing and taking no account of any Shares which may be issued pursuant to the exercise of the options granted under the Share Incentive Plans, 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 share capital carrying rights to vote in all circumstances at general meetings of any other member of our Group, please see the section headed “Substantial Shareholders”.

**D. SHARE INCENTIVE PLANS**

**1. 2020 Share Incentive Plan**

***Summary***

The following is a summary of the principal terms of the 2020 Share Incentive Plan of the Company as adopted in September 2020 and amended and restated in May 2021. The Company and the Administrator of the 2020 Share Incentive Plan have determined that no further share options and other awards will be granted after the Latest Practicable Date.

***(a) Purpose***

The purpose of the 2020 Share Incentive Plan is 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 the Company’s business by offering these individuals an opportunity to acquire a proprietary interest in the success of the Company or to increase this interest, by permitting them to acquire Shares of the Company.

(b) *Who may join*

We may grant awards to our employees, directors and consultants.

(c) *Maximum number of Shares*

The maximum aggregate number of ordinary shares that may be issued under the 2020 Share Incentive Plan is 145,696,410, and it will be increased on the first day of each fiscal year by 1.5% of our total number of issued and outstanding shares on an as-converted basis on the last day of the immediately preceding calendar year; after five of such automatic annual increases, our board of directors will determine the amount of annual increases, if any, to the maximum number of ordinary shares issuable under the 2020 Share Incentive Plan. On January 1, 2022, such maximum aggregate number was increased by 13,030,285, totalling 158,726,695. Our Company will not grant any further awards pursuant to the 2020 Share Incentive Plan after the Listing. As such, upon the Listing, the maximum number of ordinary shares pursuant to the awards granted in the form of options and restricted share units that our Company may issue is 93,148,510, being the number of underlying Class A Ordinary Shares pursuant to the outstanding options and restricted share units granted under the 2020 Share Incentive Plan as of the Latest Practicable Date.

(d) *Administration*

Our chairman of the Board or a committee authorized by our Board (the “**Administrator**”) will administer the 2020 Share Incentive Plan. The committee or the full board of directors, as applicable, will determine, among others, the participants to receive awards, the number of shares to be covered by each award, the form of award agreements, and the terms and conditions of each award.

(e) *Grant of Awards*

The 2020 Share Incentive Plan permits the awards of options, restricted share purchase rights, share appreciation rights and restricted shares. Awards granted under the 2020 Share Incentive Plan are evidenced by a stock option agreement, restricted share purchase agreement or share award agreement, as applicable, that sets forth the terms, conditions and limitations for each award, which may include the term of the award, the provisions applicable in the event that the awardee’s employment or service terminates, and our authority to unilaterally or bilaterally modify or amend the award.

(f) *Terms of the 2020 Share Incentive Plan*

Unless terminated earlier, the 2020 Share Incentive Plan has a term of ten years from its date of effectiveness.

Awards may not be transferred in any manner by the participant other than in accordance with the exceptions provided in the 2020 Share Incentive Plan or the relevant award agreement or otherwise determined by the plan administrator, such as transfers by will or the laws of descent and distribution.

*(g) Options*

- (i) Option Agreement. Each grant of an option to purchase Shares that is granted pursuant to the 2020 Share Incentive Plan (“**Option**”) shall be evidenced by an option agreement between the optionee and the Company. Each Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the plan and that the Administrator deems appropriate for inclusion in an option agreement. The provisions of the various option agreements entered into under the Plan need not be identical. Each option agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 12 of the 2020 Share Incentive Plan.
- (ii) Exercise Price. Each option agreement shall specify the amount for which one Share may be purchased upon exercise of an Option.
- (iii) Term of Option. The option agreement shall specify the term of the Option; provided, however, that the term shall not exceed ten (10) years from the date of grant. Subject to the preceding sentence, the Administrator in its sole discretion shall determine when an Option is to expire.
- (iv) Exercisability. Each option agreement shall specify the date when all or any installment of the Option is to become exercisable. The exercisability provisions of any option agreement shall be determined by the Administrator in its sole discretion.
- (v) Exercise Procedure. Any Option granted shall be exercisable according to the terms hereof at such times and under such conditions as may be determined by the Administrator and as set forth in the Option Agreement; provided, however, that an Option shall not be exercised for a fraction of a Share.
- (vi) Termination of Service (other than by death).

If an Optionee ceases to be a Service Provider (which means an employee, director or consultant of the Company) for any reason other than because of death, then the Optionee’s Options shall expire on the earliest of the following occasions:

- (A) The expiration date determined by the term of Option in the option agreement;
- (B) The last day of the three-month period following the termination of the Optionee’s relationship as a Service Provider for any reason other than Disability (as defined in the 2020 Share Incentive Plan), or such later date as the Administrator may determine and specify in the option agreement,

provided that no Option that is exercised after the expiration of the three-month period immediately following the termination of the Optionee's relationship as an employee shall be treated as an Incentive Stock Option; or

- (C) The last day of the six-month period following the termination of the Optionee's relationship as a Service Provider by reason of Disability, or such later date as the Administrator may determine and specify in the option agreement; provided that no Option that is exercised after the expiration of the twelve-month period immediately following the termination of the Optionee's relationship as an employee shall be treated as an Incentive Stock Option.

Following the termination of the Optionee's relationship as a Service Provider, the Optionee may exercise all or part of the Optionee's Option at any time before the expiration of the Option as set forth above, but only to the extent that the Option was vested and exercisable as of the date of termination of the Optionee's relationship as a Service Provider (or became vested and exercisable as a result of the termination). The balance of the Shares subject to the Option shall be forfeited on the date of termination of the Optionee's relationship as a Service Provider. In the event that the Optionee dies after the termination of the Optionee's relationship as a Service Provider but before the expiration of the Optionee's Option, all or part of the Option may be exercised (prior to expiration) by the executors or administrators of the Optionee's estate or by any person who has acquired the Option directly from the Optionee by beneficiary designation, bequest, or inheritance, but only to the extent that the Option was vested and exercisable as of the termination date of the Optionee's relationship as a Service Provider (or became vested and exercisable as a result of the termination). Any Shares subject to the portion of the Option that are vested as of the termination date of the Optionee's relationship as a Service Provider but that are not purchased prior to the expiration of the Option shall be forfeited immediately following the Option's expiration.

(vii) Death of Optionee.

If an Optionee dies while being a Service Provider, then the Optionee's Option shall expire on the earlier of the following dates:

- (A) The expiration date determined by the term of Option in the option agreement;
- (B) The last day of the six-month period immediately following the Optionee's death, or such later date as the Administrator may determine and specify in the option agreement.



All or part of the Optionee's Option may be exercised at any time before the expiration of the Option by the executors or administrators of the Optionee's estate or by any person who has acquired the Option directly from the Optionee by beneficiary designation, bequest, or inheritance, but only to the extent that the Option was vested and exercisable as of the date of the Optionee's death or had become vested and exercisable as a result of the death. The balance of the Shares subject to the Option shall be forfeited upon the Optionee's death. Any Optioned Shares subject to the portion of the Option that are vested as of the Optionee's death but that are not purchased prior to the expiration of the Option shall be forfeited immediately following the Option's expiration.

- (viii) Restrictions on Transfer of Shares. Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase or redemption, rights of first refusal, and other transfer restrictions as the Administrator may determine. The restrictions described in the preceding sentence shall be set forth in the applicable Option Agreement and shall apply in addition to any restrictions that may apply to holders of Shares generally.

*(h) Termination and Amendment*

Unless terminated earlier, the 2020 Share Incentive Plan has a term of ten years from its date of effectiveness. Our board of directors may at any time amend, alter, suspend, or terminate the 2020 Share Incentive Plan and shall obtain shareholder approval of any plan amendment to the extent necessary to comply with or stock exchange rules, unless we decide to follow home country practice. However, no such action may adversely impair the rights of any awardee with respect to any outstanding award unless mutually agreed otherwise between the awardee and the plan administrator.

***Outstanding Awards granted***

As of the Latest Practicable Date, the number of underlying Class A Ordinary Shares pursuant to the outstanding options granted under the 2020 Share Incentive Plan amounted to 70,662,300 Shares, representing approximately 8.2% of the issued and outstanding Shares immediately following the completion of the Listing. As of the Latest Practicable Date, the outstanding options are held by 815 grantees under the 2020 Share Incentive Plan. The exercise price of the options granted under the 2020 Share Incentive Plan is between US\$0.0001 and US\$9.0 per share. Assuming full vesting and exercise of all outstanding options granted under the 2020 Share Incentive Plan, the shareholding of our Shareholders immediately following completion of the Listing will be diluted by approximately 8.2%. The dilution effect on our earnings per Share would be approximately 7.6%.

Below is a list of grantees of options who are Directors, senior management and connected persons of our Company under the 2020 Share Incentive Plan:

Name	Position	Address	Date of Grant	Vesting Period	Exercise Price (per Share in US\$)	Number of Class A Ordinary Shares under Options Granted	Approximate Percentage of the Issued and outstanding Shares Immediately after Completion of Listing
Yu Zhang	Director and Chief Financial Officer	Flat B, 6th Floor Envoy Garden 108 Blue Pool Rd Happy Valley Hong Kong	May 18, 2019 to June 1, 2021	Immediately; 4 years	0.7-5.33	9,000,000	1.0%
Xu Chen	Director and Chief Marketing Officer	7-102, Building 19 Longhu Azure Chianti Tongzhou District Beijing, China	August 1, 2018 to February 18, 2021	4 years	0.5-3.0807	1,821,000	0.2%
Tao Zhang	Director and Chief Technology Officer	28-3-201, 3 Dacheng South Fengtai District Beijing, China	December 20, 2018 to October 16, 2020	Immediately; 4 years	1.56-3.0807	975,000	0.1%
Xiehua Wang	Director	1801, Building 28 Guangximen Beili Chaoyang District Beijing, China	May 2, 2018 to December 1, 2020	Immediately; 4 years	0.713-3.0807	810,500	0.1%
Yonggang Sun	Director	Rm 1601, N Wing, Tower C Raycom Info Tech Park 2 Kexuecheng South Road Haidian District 100190, Beijing, China	July 10, 2021 to June 15, 2022	Immediately	0.0001	8,424	0.0%
<b>Total:</b>						<b>12,614,924</b>	<b>1.5%</b>

The table below shows the details of the outstanding options as of the Latest Practicable Date granted to the other 810 grantees, who are neither Directors, senior management nor connected persons of our Company:

Category by Number of Underlying Class A Ordinary Shares	Number of Grantees	Date of Grant	Consideration paid for the grant of Options	Vesting Period	Exercise Price (per Share in US\$)	Number of Class A Ordinary Shares under Options Granted	Approximate Percentage of the Issued and outstanding Shares Immediately after Completion of Listing
500,001 to 2,800,000	17	March 18, 2014 to June 7, 2021	Nil	Immediately to 4 years	0.05~9	17,124,904	2.0%
100,001 to 500,000	86	August 21, 2014 to June 12, 2021	Nil	Immediately; 4 years	0.0001~9	26,589,676	3.1%
50,001 to 100,000	122	February 4, 2015 to June 12, 2021	Nil	Immediately; 4 years	0.0001~9	6,330,800	0.7%
1 to 50,000	585	March 23, 2014 to June 12, 2021	Nil	Immediately; 4 years	0.0001~9	8,001,996	0.9%
<b>Total:</b>	<b>810</b>					<b>58,047,376</b>	<b>6.7%</b>

As of the Latest Practicable Date, the number of outstanding restricted share units granted under the 2020 Share Incentive Plan amounted to 22,486,210 Shares, representing approximately 2.6% of the issued and outstanding Shares immediately following the completion of the Listing. As of the Latest Practicable Date, the outstanding restricted share units are held by 2,304 grantees under the 2020 Share Incentive Plan. The purchase price of the restricted share units granted under the 2020 Share Incentive Plan is nil per Share.

Below is a list of grantees of restricted share units who are Directors, senior management and connected persons of our Company under the 2020 Share Incentive Plan:

Name	Position	Date of Grant	Vesting Period	Purchase Price (per Share in US\$)	Number of Class A Ordinary Shares under Awards Granted	Approximate Percentage of the Issued and outstanding Shares Immediately after Completion of Listing
Yu Zhang	Director and Chief Financial Officer	March 15, 2022 to December 3, 2022	4 years	-	432,750	0.1%
Xu Chen	Director and Chief Marketing Officer	March 15, 2022 to December 3, 2022	4 years	-	420,282	0.0%
Tao Zhang	Director and Chief Technology Officer	March 15, 2022 to December 3, 2022	4 years	-	469,796	0.1%
Xiehua Wang	Director	March 15, 2022 to June 15, 2022	4 years	-	606,016	0.1%
<b>Total:</b>					<b>1,928,844</b>	<b>0.2%</b>

The table below shows the details of the outstanding restricted share units granted to the 2,300 grantees under the 2020 Share Incentive Plan. None of these grantees is a Director, senior management or connected person of our Company.

Category by number of underlying Class A Ordinary Shares	Number of grantees	Date of Grant	Vesting Period	Purchase Price (per Share in US\$)	Number of Class A Ordinary Shares outstanding in aggregate	Approximate percentage of equity interest of the issued and outstanding Shares immediately after completion of Listing
500,001 to 791,952	9	December 15, 2021 to December 3, 2022	Immediately; 4 years	-	5,319,112	0.6%
100,001 to 500,000	30	December 15, 2021 to December 3, 2022	Immediately; 1 year; 4 years	-	6,952,770	0.8%
50,001 to 100,000	24	September 15, 2021 to December 3, 2022	Immediately; 4 years	-	1,784,088	0.2%
1 to 50,000	2,237	September 15, 2021 to December 5, 2022	Immediately; 4 years	-	6,501,396	0.8%
<b>Total:</b>	<b>2,300</b>				<b>20,557,366</b>	<b>2.4%</b>

## 2. Post-IPO Share Scheme

The following is a summary of the principal terms of the Post-IPO Share Scheme conditionally adopted by our Directors on December 14, 2022 with effect from Listing. The terms of the Post-IPO Share Scheme will be governed by Chapter 17 of the Listing Rules.

### *Purpose*

The purpose of the Post-IPO Share Scheme is to provide selected participants with the opportunity to acquire shareholding interests in the Company so as to align the interests of the selected participants with those of our Company and to encourage selected participants to contribute to enhancing the value of our Company and its Shares for the benefit of our Company and Shareholders as a whole. The Post-IPO Share Scheme will provide our Company with a flexible means of retaining, incentivizing, rewarding, remunerating, compensating and/or providing benefits to selected participants.

### *Selected participants*

Any individual, who is:

- (a) an employee (whether full-time or part-time), director or officer of any member of our Group, including persons who are granted awards under the Post-IPO Share Scheme as an inducement to enter into employment contracts with any member of our Group; or
- (b) an employee (whether full-time or part-time), director or officer of: (i) a holding company; (ii) subsidiaries of the holding company other than members of our Group; or (iii) any company which is an associate of our Company.

as determined by the chairperson of the Board or the award management committee (provided that such committee is established) of the Company as established and authorised by the Board or person(s) to which the Board has delegated its authority (as applicable) (the “**Scheme Administrator**”) from time to time to be entitled to participate in the Post-IPO Share Scheme.

However, no individual who is resident in a place where the grant, acceptance or exercise of options pursuant to the Post-IPO Share Scheme is not permitted under the laws and regulations of such place or where, in the view of the Board or its delegate(s), compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such individual, is eligible to be offered or granted options.

*Maximum number of Shares*

The total number of Shares, being new Shares, which may be issued upon exercise of all awards to be granted under the Post-IPO Share Scheme and options to be granted under any other share schemes of the Company is such number of Class A Ordinary Shares being 10% of the Shares in issue on the date the Class A Ordinary Shares commence trading on the Stock Exchange and rounded down to the nearest integer (the “**Scheme Mandate Limit**”) (assuming no additional Shares are issued under the Share Incentive Plans and between the Latest Practicable Date and the Listing) and the total number of existing Class A Ordinary Shares in issue which may be transferred as Award Shares underlying a grant pursuant to this Scheme is such number of Class A Ordinary Shares being 3% of the Shares in issue on the date the Class A Shares commence trading on the Stock Exchange and rounded down to the nearest integer (the “**Existing Shares Mandate Limit**”). Pursuant to the terms of the Post-IPO Share Scheme, the Company can direct and procure a trustee administering the scheme to make on-market purchases of shares and transfer the relevant number of existing shares to satisfy the grants made thereunder. For the avoidance of doubt, the Existing Shares Mandate Limit shall not count toward the Scheme Mandate Limit. Shares which have lapsed in accordance with the terms of the rules of the Post-IPO Share Scheme (or any other share schemes of the Company) shall not be counted for the purpose of calculating the Scheme Mandate Limit.

Our Company and the Directors (including the independent non-executive Directors) are of the view that such Scheme Mandate Limit and Existing Shares Mandate Limit is appropriate and reasonable given the nature of the industry and the Company’s business needs, and such limits provide our Group with flexibility to provide equity incentives (instead of expending cash resources in the form of monetary consideration) to reward selected participants that provide valuable services and contribution to our Group, which is in line with the purpose of the Post-IPO Share Scheme.

The Scheme Mandate Limit may be refreshed from the later of three years after the adoption date of the Post-IPO Share Scheme or three years after the date of the previous shareholder approval for refreshment of the Scheme Mandate Limit by obtaining prior approval of our Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time. However, the refreshed Scheme Mandate Limit cannot exceed 10% of the Shares in issue as of the date of such approval. Awards previously granted under the Post-IPO Share Scheme and any other share schemes of our Company (and to which provisions of Chapter 17 of the Listing Rules are applicable) (including those outstanding, canceled or lapsed in accordance with its terms or exercised) and pursuant to the Existing Shares Scheme Mandate Limit, shall not be counted for the purpose of calculating the refreshed Scheme Mandate Limit.

Our Company may also grant awards in excess of the Scheme Mandate Limit, provided such grant is to specifically identified selected participants and is first approved by Shareholders in general meeting.

*Maximum entitlement of a grantee*

Unless approved by our Shareholders, the total number of Class A Ordinary Shares issued and to be issued upon exercise of the options granted and to be granted under the Post-IPO Share Scheme and any other share option scheme(s) of the Company to each selected participant (including both exercised and outstanding options) in any 12-month

period shall not exceed 1% of the total number of Shares in issue (the “**Individual Limit**”). Any further grant of options to a selected participant which would result in the aggregate number of Shares issued and to be issued upon exercise of all options granted and to be granted to such selected participant (including exercised, canceled and outstanding options) in the 12 month period up to and including the date of such further grant exceeding the Individual Limit shall be subject to separate approval of our Shareholders (with such selected participant and his associates abstaining from voting). For any options to be granted in such circumstances, the date of the Board meeting for proposing such further grant shall be the date of grant of such options for the purpose of calculating the exercise price of the options.

*Performance target*

The Post-IPO Share Scheme does not set out any performance targets that must be achieved before the options may be exercised. However, the Board or its delegate(s) may at their sole discretion specify, as part of the terms and conditions of any award, such performance conditions that must be satisfied before the award shall be vested. The Directors consider that it is not practicable nor appropriate to expressly set out a generic set of performance targets in the Post-IPO Share Scheme, as each selected participant will play different roles and contribute in different ways to the Group, and the performance targets should have regard to and reflect these varied contributions. The Scheme Administrator shall have regard to the purpose of the Post-IPO Share Scheme in making such determinations, with any performance targets generally being in line with common key performance indicators in the industry of the Group, and taking into account the different roles and contributions of the selected participants. The Scheme Administrator shall also establish robust mechanisms to ensure impartial evaluation of such indicators.

*Exercise price*

For awards which take the form of options, the amount payable for each Share to be subscribed for (the “**Exercise Price**”) in the event of the option being exercised shall be determined by the Scheme Administrator but shall in any event be no less than the higher of:

- (i) the closing price of the Shares as quoted on the principal exchange on the date of grant; and
- (ii) the average closing price of the Shares as quoted on the principal exchange for the five business days immediately preceding the date of grant.

***Rights are personal to grantee***

An award is personal to the grantee and shall not be transferable or assignable except in circumstances where the written consent of the Company has been obtained and a waiver has been granted by the Stock Exchange for such transfer in compliance with the requirements of the Listing Rules and provided that any such transferee shall be bound by the Rules of this Scheme as if the transferee were the grantee.

***Options granted to directors or substantial shareholders of the Company***

Each grant of options to any director, chief executive or substantial shareholder of our Company (or any of their respective associates) must first be approved by the compensation committee of the Board (excluding any member who is a proposed recipient of the grant of the award) and the independent non-executive Directors (excluding any independent non-executive Director who is a proposed recipient of the grant of options).

In addition, in the case where the Shares are to be satisfied by way of issue and allotment of new Shares by the Company:

- (i) where any grant of awards (excluding grant of options) to any Director (other than an independent non-executive Director) or chief executive of the Company would result in the Class A Ordinary Shares issued and to be issued in respect of all awards granted (excluding any awards lapsed in accordance with the terms of the Post-IPO Share Scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue at the date of such grant; or
- (ii) where any grant of awards to an independent non-executive Director or substantial shareholder of the Company (or any of their respective associates) would result in the number of Class A Ordinary Shares issued and to be issued upon exercise of all awards already granted (excluding any awards lapsed in accordance with the terms of the Post-IPO Share Scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such higher percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue,

such further grant of awards must be approved by the Shareholders in general meeting in the manner required, and subject to the requirements set out in, the Listing Rules.

***Award letter and notification of grant of options***

An offer shall be made to selected participants by a letter which specifies the terms on which the award is to be granted. Such terms may include the number of Class A Ordinary Shares in respect of which the award relates, the issue price or Exercise Price



(as applicable), the vesting criteria and conditions, the vesting date and/or any minimum performance target(s) that must be achieved and may include at the discretion of the Board or its delegate(s) such other terms either on a case basis or generally.

Unless otherwise specified in the award letter, a grantee shall have 20 business days from the date of grant to accept the award. A grantee may accept an award by giving written notice or other form of notice through electronic transmission of their acceptance to our Company or the Scheme Administrator, together with remittance in favour of the Company of any consideration payable upon grant of the award.

Any award may be accepted in whole or in part provided that it is accepted in respect of a board lot for dealing in Class A Ordinary Shares or a multiple thereof. To the extent that the award is not accepted within the time and in the manner indicated above, it shall be deemed to have been irrevocably declined and shall automatically lapse.

#### *Time of exercise of an option*

An option may, subject to the terms and conditions upon which such option is granted, be exercised in whole or in part by the grantee giving notice in writing to the Company in such form as the Scheme Administrator may from time to time determine stating that the option is thereby exercised and the number of Class A Ordinary Shares in respect of which it is exercised.

#### *Cancellation of awards*

Any awards granted but not exercised may be cancelled by the Scheme Administrator at any time with the prior consent of the grantee. Issuance of new awards to the same grantee whose awards have been cancelled may only be made if there are unissued awards available under the scheme mandate (excluding the awards of the relevant grantee cancelled forementioned) and in compliance with the terms of the Post-IPO Share Scheme.

#### *Lapse of award*

Without prejudice to the authority of the Scheme Administrator to provide additional situations when an award shall lapse in the terms of any award letter, an award shall lapse automatically (to the extent not already vested and, where relevant, exercised) on the earliest of:

- (i) the expiry of the applicable period within which an award may be exercised, and shall not expire later than ten years from the date of grant (the “**Exercise Period**”);
- (ii) the expiry of any of the periods for exercising the award as referred to in “Cessation of employment and other events” below;

- (iii) the date on which the Scheme Administrator makes a determination under the clawback mechanism of the Post-IPO Share Scheme, as referred to in “Clawback” below; and
- (iv) the date on which the grantee commits a breach of the rules of the Post-IPO Share Scheme.

#### ***Voting and dividend right***

Awards do not carry any right to vote at general meetings of the Company, nor any right to dividends, transfer or other rights.

#### ***Alterations in the capital structure of the Company***

In the event of any alteration in the capital structure of the Company by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of Shares or reduction of the share capital of the Company (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company is a party) after the adoption date, the Scheme Administrator shall make such corresponding adjustments, if any, as it in its discretion may deem appropriate to reflect such change with respect to:

- (a) the number of Class A Ordinary Shares comprising the Scheme Mandate Limit and the Existing Shares Mandate Limit, provided that in the event of any Share subdivision or consolidation the Scheme Mandate Limit as a percentage of the total issued Shares of the Company at the date immediately before any consolidation or subdivision shall be the same on the date immediately after such consolidation or subdivision;
- (b) the number of Class A Ordinary Shares comprised in each award to the extent any award has not been exercised;
- (c) the Exercise Price of any option or issue price of any share award,

or any combination thereof, as the auditors or a financial advisor engaged by our Company for such purpose have certified satisfy the relevant requirements of the Listing Rules and are, in their opinion, fair and reasonable either generally or as regards any particular grantee, provided always that (i) any such adjustments should give each grantee the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which that grantee was previously entitled prior to such adjustments, and(ii) no such adjustments shall be made which would result in a Share being issued or transferred at less than its nominal value. The capacity of the auditors or financial advisor (as the case maybe) is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the grantees.

***Clawback***

In the event that:

- (a) a grantee ceases to be a selected participant by reason of the termination of his/her employment or contractual engagement with the Group for cause or without notice or with payment in lieu of notice;
- (b) a grantee has been convicted of a criminal offence involving his/her integrity or honesty; or
- (c) in the reasonable opinion of the Scheme Administrator, a grantee has engaged in serious misconduct or breaches the terms of the Post-IPO Share Scheme in any material respect,

then the Scheme Administrator may make a determination at its absolute discretion that: (A) any awards issued but not yet exercised shall immediately lapse, regardless of whether such awards have vested or not, and (B) with respect to any Shares issued to the grantee pursuant to any awards granted under the Post-IPO Share Scheme, the grantee shall be required to transfer back to the Company or its nominee (1) the equivalent number of Class A Ordinary Shares, (2) an amount in cash equal to the market value of such Class A Ordinary Shares, or (3) a combination of (1) and (2), and/or (C) with respect to any Shares held by a trustee for the benefit of the grantee, those Shares shall no longer be held on trust for nor inure to the benefit of the grantee. The Directors are of the view that such clawback mechanism provides an option for our Company to clawback the equity incentives granted to selected participants culpable of misconduct and is in line with the purpose of the Post-IPO Share Scheme and the interests of our Company and our Shareholders.

***Vesting of award or option***

The Scheme Administrator may in respect of each award and subject to all applicable laws, rules and regulations, determine the applicable vesting dates and/or any other criteria and conditions for vesting in its sole and absolute discretion. The vesting period for options and awards shall not be less than 12 months from the grant date, except that any options or awards granted to an employee may be subject to a shorter vesting period in the following circumstances:

- (a) grants of “make whole” awards or options to new employees to replace awards or options such employees forfeited when leaving their previous employers;
- (b) grants to an employee whose employment is terminated due to death or disability or event of force majeure;

- (c) grants of awards or options which are subject to the fulfilment of performance targets as determined in the conditions of his/her grant;
- (d) grants of awards or options the timing of which is determined by administrative or compliance requirements not connected with the performance of the relevant employee, in which case the vesting date may be adjusted to take account of the time from which the award or options would have been granted if not for such administrative or compliance requirements;
- (e) grants of awards or options with a mixed vesting schedule such that the awards or options vest evenly over a period of 12 months; or
- (f) grants of awards or options with a total vesting and holding period of more than 12 Months; or
- (g) grants of awards or options under specific circumstances which are subject to an explanation by the Board (or the compensation committee where the arrangements relate to awards or options to directors and/or senior managers) as to why a shorter vesting period is appropriate and aligns with the purpose of the Post-IPO Share Scheme ((a) to (g), collectively, the “**Specific Circumstances**”).

The Directors (including the compensation committee) are of the view that such vesting period is in line with market practice and with the requirements under the Listing Rules, and gives our Company flexibility to reward exceptional performers with accelerated vesting or in exceptional circumstances where justified, which is in line with the purpose of the Post-IPO Share Scheme.

***Cessation of employment and other events***

If a grantee ceases to be a selected participant by reason of (i) death of the grantee; or (ii) the termination of his/her employment or contractual engagement with any member of the Group by reason of his/her permanent physical or mental disablement:

- (a) in the case of options: any vested option as of the date of the grantee’s death may be exercised before the earlier of (i) the expiration date of the Exercise Period; and (ii) the last day of the six-month period immediately following the grantee’s death, or such later date as the Scheme Administrator may determine and specify in the award letter, by the personal representatives of the grantee. In the case where a grantee no longer has any legal capacity to exercise the option, the vested option may be exercised within that period by the persons charged with the duty of representing the grantee under the relevant laws in Hong Kong. If the vested option is not exercised within the time mentioned above, the option shall lapse; and

- (b) in the case of share awards: the Company shall issue or transfer (as the case may be) the vested Shares as of the date of the grantee's death or had become vested as a result of the death to the legal personal representatives of the grantee or the persons charged with the duty of representing the grantee under the relevant laws in Hong Kong, as the case may be, as soon as practicable following the death of the grantee or, if the vested Shares would otherwise become bona vacantia, the vested Shares shall be forfeited and shall lapse.

If a grantee ceases to be selected participant other than in any of the circumstances described above, subject to the provisions under "Clawback" above, a grantee may exercise any vested share options as of the date that he/she ceases to be a selected participant before the earliest of (i) the expiration date of the Exercise Period; (ii) the last day of the three-month period following the termination of the grantee's status as a selected participant for any reason other than disability, or such later date as the Scheme Administrator may determine and specify in the award letter; or (iii) the last day of the six-month period following the termination of the grantee's status as a selected participant by reason of disability, or such later date as the Scheme Administrator may determine and specify in the award letter, or such other period as the Scheme Administrator may decide in its sole discretion. If an option is not exercised within the time mentioned above, the option shall be forfeited and lapse. Any outstanding share awards not yet vested shall be immediately forfeited and shall lapse, unless the Board or person(s) to which the Board has delegated its authority, determines otherwise at their absolute discretion.

#### *Change of control*

If there is an event of change in control of the Company as the result of a merger, scheme of arrangement or general offer, unless the relevant award letter provides otherwise, in the case of a share option, each outstanding share option shall be assumed or an equivalent option shall be substituted by, and in the case of a share award, each outstanding share award shall be assumed or an equivalent award shall be substituted by, the successor corporation or a parent or subsidiary of the successor corporation. If, in the event of a change in control, the share option or share award is not assumed or substituted, in the case of an outstanding share option, the share option shall fully vest immediately and the grantee shall have the right to exercise the share option as to all of the Shares, including Class A Ordinary Shares as to which it would not otherwise be vested or exercisable, and, in the case of share awards, the share award shall fully vest immediately and the grantee shall have the right to receive all the Shares underlying the share award, including Class A Ordinary Shares as to which it would not otherwise be vested or exercisable. If a share option becomes fully vested and exercisable or a share award becomes fully vested, in lieu of assumption or substitution in the event of a change in control, the Scheme Administrator shall notify the grantee in writing or electronically that the share option shall be fully exercisable for a period of fifteen (15) days from the date of such notice, and the share option shall terminate upon the expiration of such period. Notwithstanding the foregoing, the Scheme Administrator has the power to determine

shall at its sole discretion determine whether the vesting dates of any awards will be accelerated and/or the vesting conditions or criteria of any awards will be amended or waived, and notify grantees accordingly.

### ***Ranking of Shares***

The Class A Ordinary Shares to be allotted and issued upon the exercise of an option shall be identical to the then existing issued Class A Ordinary Shares of the Company and subject to all the provisions of the memorandum and articles of association of the Company for the time being in force and will rank pari passu with the other fully paid Class A Ordinary Shares in issue on the date the name of the grantee is registered on the register of members of the Company.

### ***Duration***

The Post-IPO Share Scheme shall be valid and effective for the period of ten years commencing on the Listing Date and ending on the 10th anniversary of the Listing Date (“**Scheme Period**”) (after which, no further options shall be offered or granted under the Post-IPO Share Scheme), and thereafter for so long as there are any unvested awards granted prior to the expiration of the aforementioned period, in order to give effect to the vesting of such awards or otherwise as may be required in accordance with the provisions of the rules of the Post-IPO Share Scheme.

### ***Alteration of the Post-IPO Share Scheme***

The Board may subject to the rules of the Post-IPO Share Scheme amend any of the provisions of the Post-IPO Share Scheme or any awards granted under the Post-IPO Share Scheme at any time and in any respect, provided that the terms of this Scheme or the awards so altered must comply with the relevant requirements of Chapter 17 of the Listing Rules.

Any amendment or alteration to the terms of any award the grant of which was subject to the approval of a particular body (such as the Board or any committee thereof, the independent non-executive Directors, or the Shareholders in general meeting) shall be subject to approval by that same body, provided that such requirement is not applicable where the relevant alteration takes effect automatically under existing terms of the Post-IPO Share Scheme. Without limiting the generality of the foregoing, any change in the terms of awards granted to any grantee who is a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by the Shareholders in general meeting in the manner required in the Listing Rules if the initial grant of the awards requires such approval (except where the changes take effect automatically under the rules of Post-IPO Share Scheme).

***Termination***

The Post-IPO Share Scheme shall terminate on the earlier of (a) the expiry of the Scheme Period; and (b) such date of early termination as determined by the Board, following which no further awards will be offered or granted thereunder, provided that notwithstanding such termination, the Post-IPO Share Scheme and rules thereof shall continue to be valid and effective to the extent necessary to give effect to the vesting and exercise of any awards granted prior to the termination of the Post-IPO Share Scheme and such termination shall not affect any subsisting rights already granted to any grantee thereunder. Awards complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of the Post-IPO Share Scheme and remaining unexercised and unexpired immediately prior to the termination of the operation of the Post-IPO Share Scheme shall continue to be valid and exercisable in accordance with their terms of issue after the termination of the Post-IPO Share Scheme.

**E. OTHER INFORMATION****1. Estate duty**

Our Directors have been advised that no material liability for estate duty is likely to fall upon any member of our Group.

**2. Litigation**

Save as disclosed in this document, no member of our Group is engaged in any litigation, arbitration or claim of material importance, and no litigation, arbitration or claim of material importance is known to our Directors to be pending or threatened by or against our Company that would have a material adverse effect on our Company's results of operations or financial condition.

**3. Joint Sponsors**

The Joint Sponsors have made an application on our behalf to the Listing Committee for the listing of, and permission to deal in, the Shares in issue and any Shares to be issued pursuant to the Share Incentive Plans.

The Joint Sponsors satisfy the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules. The Joint Sponsors will receive an aggregate fee of US\$1,000,000 for acting as the sponsor for the Listing.

**4. Consent of experts**

This document contains statements made by the following experts:

<b>Name</b>	<b>Qualification</b>
Morgan Stanley Asia Limited	A licensed corporation to conduct Type 1 (dealing in securities), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities as defined under the SFO
Goldman Sachs (Asia) L.L.C.	A licensed corporation under the SFO to conduct Type 1 (dealing in securities), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the SFO
Tian Yuan Law Firm	Qualified PRC Lawyers
Maples and Calder (Hong Kong) LLP	Cayman Islands attorneys-at-law
PricewaterhouseCoopers	Certified Public Accountants under Professional Accountants Ordinance (Chapter 50 of the Laws of Hong Kong) and a Registered Public Interest Entity Auditor under the Accounting and Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong)
China Insights Industry Consultancy Limited	Industry consultant

As at the Latest Practicable Date, none of the experts named above has any shareholding in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

Each of the experts above has given and has not withdrawn its consent to the issue of this document with the inclusion of its report and/or letter and/or legal opinion (as the case may be) and references to its name included in the form and context in which it respectively appears.

**5. Bilingual document**

The English language and Chinese language versions of this document are being published separately.



**6. Preliminary expenses**

We have not incurred any material preliminary expenses in relation to the incorporation of our Company.

**7. Disclaimers**

- (a) Save as disclosed in “History, Development and Corporate Structure,” “Financial Information,” Appendix I and the section headed “—Share Incentive Plans” in this section, within the two years immediately preceding the date of this document:
  - (i) there are no commissions (but not including commission to underwriters) for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares in or debentures of our Company; and
  - (ii) there are no commissions, discounts, brokerages or other special terms granted in connection with the issue or sale of any capital of any member of our Group, and no Directors, promoters or experts named in “—Other information— Consent of experts” received any such payment or benefit.
- (b) Save as disclosed in “History, Development and Corporate Structure,” “Financial Information,” Appendix I, and the section headed “—Share Incentive Plans” in this section:
  - (i) there are no founder, management or deferred shares in our Company or any member of our Group;
  - (ii) we do not have any promoter and no cash, securities or other benefit has been paid, allotted or given within the two years immediately preceding the date of this document, or are proposed to be paid, allotted or given to any promoters;
  - (iii) none of the Directors or the experts named in “—Other information— Consent of experts” above has any interest, direct or indirect, in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to, any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
  - (iv) there are no bank overdrafts or other similar indebtedness by our Company or any member of our Group;
  - (v) there are no hire purchase commitments, guarantees or other material contingent liabilities of our Company or any member of our Group;

- (vi) there are no outstanding debentures of our Company or any member of our Group;
- (vii) there are no arrangements under which future dividends are waived or agreed to be waived;
- (viii) there were no significant interruptions in the business of our Group which may have or have had a significant effect on our financial position in the last 12 months;
- (ix) and save for the Share Incentive Plans, no capital of any member of our Group is under option, or is agreed conditionally or unconditionally to be put under option;
- (x) there are no restrictions affecting the remittance of profits or repatriation of capital into Hong Kong and from outside Hong Kong; and
- (xi) there are no contracts or arrangements subsisting at the date of this document in which a Director is materially interested or which is significant in relation to the business of our Group.