

**FURTHER INFORMATION ABOUT OUR COMPANY AND OUR SUBSIDIARIES****Incorporation**

Our Company was incorporated as an exempted company with limited liability in the Cayman Islands on 22 February 2010 as Fangyou Information Technology Company Limited. Upon our incorporation, the authorised share capital of our Company was US\$50,000 divided into 50,000 ordinary shares with a par value of US\$1.00 each.

Our registered office address is at the offices of Maples Corporate Services Limited, PO Box 309, Uglan 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 18/F, Tesbury Centre, 28 Queen's Road East, Wan Chai, Hong Kong. We were registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 20 April 2018 with the Registrar of Companies in Hong Kong. Mr. Cheng Ching Kit 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 18/F, Tesbury Centre, 28 Queen's Road East, Wan Chai, Hong Kong.

As at the date of this document, our Group's head office is located at 11/F, Qiushi Building, 383 Guangyan Road, Jing'an District, Shanghai 200072, China.

**Changes in share capital**

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

- (a) On 6 November 2017, each issued and unissued share of our Company of US\$1.00 par value each was subdivided into 100,000 shares of US\$0.00001 par value each, such that the authorised share capital of our Company was US\$50,000.00 divided into 5,000,000,000 shares of US\$0.00001 par value each.
- (b) On 6 November 2017, our Company issued 900,000,000 shares to CRE Corp.
- (c) On 1 December 2017, our Company issued shares in the following manner:
  - (i) 48,200,000 to Captain Valley (Cayman) Limited;
  - (ii) 48,200,000 to Heyday Surge Limited; and
  - (iii) 48,200,000 to Jovial Idea Developments Limited.

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

**Changes in the share capital of our subsidiaries**

A summary of the corporate information and the particulars of our subsidiaries are set out in note 39 to the Accountants' Report in Appendix I to this document.

Save for the subsidiaries mentioned in the Accountants' Report set out in Appendix I, our Company has no other subsidiaries.

The following sets out the changes in the share capital of our subsidiaries during the two years immediately preceding the date of this document:

***PRC Holdco***

- On 22 December 2016, the registered capital of PRC Holdco was increased from US\$30 million to RMB660 million.

***Shanghai Dacheng Real Estate Brokerage Co., Ltd.***

- On 8 April 2016, the registered capital of Shanghai Dacheng Real Estate Brokerage Co., Ltd. (上海大乘房地產經紀有限公司) was increased from RMB5 million to RMB50 million.

***Beijing Hongju Real Estate Brokerage Co., Ltd.***

- On 14 May 2018, the registered capital of Beijing Hongju Real Estate Brokerage Co., Ltd. (北京宏居房地產經紀有限公司) was increased from RMB0.5 million to RMB3 million.

Save as disclosed above, 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.

**Our Corporate Reorganisation**

The companies comprising our Group underwent a reorganisation in preparation for the Listing. Please refer to the section headed "History, Reorganisation and Corporate Structure" for further details.

**Resolutions of the Shareholders of our Company dated 4 July 2018**

Written resolutions of our Shareholders were passed on 4 July 2018, pursuant to which, among others:

- (a) conditional on (i) the Listing Committee granting listing of, and permission to deal in, the Shares in issue and to be issued as stated in this document and such listing and permission not subsequently having been revoked prior to the commencement of dealing in the Shares on the Stock Exchange; (ii) the Offer Price having been determined; and (iii) the obligations of the Underwriters under each of the Underwriting Agreements becoming unconditional (including if relevant, as a result of the waiver of any condition(s) thereunder) and such obligations not having been terminated in accordance with the terms of the Underwriting Agreements or otherwise, in each case on or before such dates as may be specified in the Underwriting Agreements;
  - (i) the Listing, the Global Offering and the Over-allotment Option were approved, our Directors were authorised to negotiate and agree the Offer Price, and our Directors were authorised to allot and issue the Offer Shares (including the Shares to be allotted and issued pursuant to the exercise of the Over-allotment Option);
  - (ii) a general unconditional mandate (the “**Issue Mandate**”) was given to our Directors to exercise all the powers of our Company 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 and issued or dealt with, such member of Shares shall not exceed 20% of the total number of Shares in issue immediately following the completion of the Global Offering (excluding any Shares which may fall to be issued pursuant to the exercise of the Over-allotment Option and any options granted or which may be granted under the Pre-IPO Share Option Scheme and the Post-IPO Share Option Scheme);
  - (iii) a general unconditional mandate (the “**Repurchase Mandate**”) was given to our Directors to exercise all powers of our Company 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 recognised 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 the completion of the Global Offering (excluding any Shares which may be issued pursuant to the exercise of the Over-allotment Option and any options granted or which may be granted under the Pre-IPO Share Option Scheme and the Post-IPO Share Option Scheme); and

- (iv) 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 Shares purchased by our Company pursuant to the Repurchase Mandate (up to 10% of the total number of Shares in issue immediately following the completion of the Global Offering (excluding any Shares which may be issued pursuant to the exercise of the Over-allotment Option and any options granted or which may be granted under the Pre-IPO Share Option Scheme and the Post-IPO Share Option Scheme));
- (b) our Company conditionally approved and adopted the Memorandum and the Articles with effect from the Listing.

Each of the general mandates referred to in sub-paragraphs (a)(ii), (a)(iii), and (a)(iv) above will remain in effect until whichever is 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 by any applicable law or the Articles of Association; and
- the passing by an ordinary resolution in a general meeting revoking or varying such mandate.

### **Repurchase of our own securities**

The following paragraphs include, among others, certain information required by the Stock Exchange to be included in this document concerning the repurchase of our own securities.

#### ***Provision of the Listing Rules***

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

#### ***Shareholders' approval***

All proposed repurchases of securities (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 in a general meeting, either by way of general mandate or by specific approval of a particular transaction.

Pursuant to a resolution passed by our Shareholders on 4 July 2018, the Repurchase Mandate was given to our Directors authorising them to exercise all the 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 recognised 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 the completion of the Global Offering (excluding any Shares which may be issued under the Over-allotment Option and any options which may have been granted under the share option scheme), with such mandate to expire at the earliest of (i) the conclusion of the next annual general meeting of our Company (ii) the expiration of the period within which the next annual general meeting of our Company is required to be held by any applicable law or the Articles of Association, and (iii) the passing by an ordinary resolution in a general meeting revoking or varying such mandate.

#### *Source of funds*

Purchases must be funded out of funds legally available for the purpose in accordance with the Memorandum and Articles of Association and the applicable Laws of Hong Kong and the Cayman Islands. A listed company may not purchase 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 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 authorised by the Articles of Association and subject to the Cayman Companies Law. 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 authorised by the Articles of Association and subject to the Cayman Companies Law.

#### *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 issue or announce a proposed issue of new securities for a period of 30 days immediately following a repurchase (other than an issue of securities pursuant to an exercise of warrants, share options or similar instruments requiring the 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 if the 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 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 as the Stock Exchange may require.

*Status of repurchased Shares*

The listing 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 authorised share capital under Cayman law.

*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.

*Reporting requirements*

Certain information relating to repurchases of securities 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 securities made during the year, including a monthly analysis of the number of securities repurchased, the purchase price per share or the highest and lowest price paid for all such repurchases, where relevant, and the aggregate prices paid.

*Core connected persons*

The Listing Rules prohibit a company from knowingly purchasing securities on the Stock Exchange from a "core connected person", that is, a director, chief executive or substantial shareholder of the company or any of its subsidiaries or a close associate of any of them (as defined in the Listing Rules) and a core connected person shall not knowingly sell their securities to the company.

*Reasons for repurchases*

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

*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 the Company or out of a new issuance of shares made for the purpose of the repurchase or from sums standing to the credit of our share premium account or, if authorised by the Articles of Association and subject to the Cayman Companies Law, out of capital and, in the case of any premium payable on the repurchase, out of profits of the Company or from sums standing to the credit of the share premium account of the Company or, if authorised by the Articles of Association and subject to Cayman Companies Law, out of capital.

However, our Directors do not propose to exercise the general mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or its gearing levels which, in the opinion of our Directors, are from time to time appropriate for the Company.

*General*

The exercise in full of the Repurchase Mandate, on the basis of 1,467,436,000 Shares in issue immediately following the completion of the Global Offering (assuming the Over-allotment Option and options granted or which may be granted under the Pre-IPO Share Option Scheme and the Post-IPO Share Option Scheme are not exercised), could accordingly result in up to approximately 146,743,600 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;
- the expiration of the period within which the next annual general meeting of our Company is required to be held by any applicable law or the Articles of Association; and
- the passing by an ordinary resolution in a general meeting revoking or varying such mandate.

None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their associates currently intends to sell any Shares to our Company.

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.

If, as a result of any repurchase of 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.

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 granted other than in exceptional circumstances.

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

## **FURTHER INFORMATION ABOUT OUR BUSINESS**

### **Summary of material contracts**

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by members of our Group within the two years preceding the date of this document and are or may be material:

- (a) the investors' rights agreement dated 16 March 2018 entered into between (i) Mr. Zhou Xin, (ii) China Real Estate Information Corporation, (iii) Captain Valley (Cayman) Limited, (iv) Country Garden (Hong Kong) Development Company Limited 碧桂園(香港)發展有限公司, (v) Jovial Idea Developments Limited 樂意發展有限公司, (vi) Paving Stone Holding Limited, (vii) Kanrich Holdings Limited, (viii) Mr. Wong Man Chai 黃文仔, (ix) Advance Power International Limited, (x) Smart Master International Limited, (xi) Dragon Power Group Holdings Limited, (xii) Great Dawn Investments Limited 鴻昕投資有限公司, (xiii) Green Prosper Investments Limited 翠亨投資有限公司, (xiv) Shining Wish Investment Limited 榮願投資有限公司, (xv) Regal Ace Holdings Limited, (xvi) Spectron Enterprises Limited, (xvii) Benefit Ocean Limited 潤洋有限公司, (xviii) Foruis (BVI) Limited, (xix) Precise Wish Limited 騰福有限公司, (xx) Dingxin Company Limited, (xxi) Everland Development Limited 恒地發展有限公司, (xxii) Zhenro International Limited, (xxiii) Joy Town Inc., (xxiv) THAIHOT Group Development Company



Limited 泰禾集團發展有限公司, (xxv) Faithful Gem Limited, (xxvi) HK Fortune Fate Int'l Investment Limited 香港福晟國際投資有限公司, (xxvii) Hong Kong JunFa Property Company Limited 香港俊發地產有限公司, (xxviii) Hong Kong Oeming Enterprise Management Limited 香港澳銘企業管理有限公司, (xxix) Hong Yuan International Holdings Limited 弘源國際控股有限公司, (xxx) Matrix Harvest Limited 同新有限公司, (xxxi) Skill Able Investments Limited 艺佳投資有限公司, (xxxii) Grande Worldwide Enterprises Investment Limited 君悅環球企業投資有限公司, (xxxiii) Ocean Access Holdings Limited 達海集團有限公司, (xxxiv) Prance Thrive Limited 躍盛有限公司, (xxxv) Rome Max Investment Limited, and (xxxvi) the Company, to govern their interests in the Company;

- (b) the Hong Kong Underwriting Agreement;
- (c) a cornerstone investment agreement dated 3 July 2018 entered into between the Company, Taobao China Holding Limited 淘寶中國控股有限公司 and China International Capital Corporation Hong Kong Securities Limited, pursuant to which Taobao China Holding Limited 淘寶中國控股有限公司 has agreed to, among other things, subscribe for the ordinary shares of US\$0.00001 each in the share capital of the Company, at the Offer Price, in the amount of the Hong Kong dollar equivalent of US\$50,000,000;
- (d) a cornerstone investment agreement dated 4 July 2018 entered into between the Company, Successful Lotus Limited, China International Capital Corporation Hong Kong Securities Limited, Credit Suisse (Hong Kong) Limited and The Hongkong and Shanghai Banking Corporation Limited, pursuant to which Successful Lotus Limited has agreed to, among other things, subscribe for the ordinary shares of US\$0.00001 each in the share capital of the Company, at the Offer Price, in the amount of HK\$300,000,000;
- (e) a cornerstone investment agreement dated 5 July 2018 entered into between the Company, City Legend International Limited 华昌国际有限公司 and China International Capital Corporation Hong Kong Securities Limited, pursuant to which City Legend International Limited 华昌国际有限公司 has agreed to, among other things, subscribe for 73,371,900 ordinary shares of US\$0.00001 each in the share capital of the Company, at the Offer Price; and
- (f) a cornerstone investment agreement dated 4 July 2018 entered into between the Company, Educado Company Limited, China International Capital Corporation Hong Kong Securities Limited, Credit Suisse (Hong Kong) Limited and The Hongkong and Shanghai Banking Corporation Limited, pursuant to which Educado Company Limited has agreed to, among other things, subscribe for the ordinary shares of US\$0.00001 each in the share capital of the Company, at the Offer Price, in the amount of HK\$237,810,000.

### **Intellectual property rights**


Save as disclosed below, as of the Latest Practicable Date, there were no other trademarks, service marks, patents, intellectual property rights, or industrial property rights which are or may be material in relation to our business.

*Trademarks registered in China*

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

No.	Trademark	Registered owner	Class	Registration number	Expiry date (dd/mm/yyyy)
1.	<b>E-HOUSE</b>	PRC Holdco	35	6024702	06/05/2020
2.		PRC Holdco	36	6024701	20/07/2020
3.		PRC Holdco	41	6024699	06/05/2020
4.		PRC Holdco	43	6024697	13/06/2020
5.		PRC Holdco	45	6024696	06/03/2020
6.		PRC Holdco	36	3045432	20/05/2023
7.	克而瑞	PRC Holdco	42	17056691	27/09/2026
8.	克而瑞	PRC Holdco	9	13985210	06/07/2025
9.		PRC Holdco	36	13985226	27/07/2025
10.	<b>克而瑞</b>	PRC Holdco	9	7376214	06/04/2025
11.		PRC Holdco	16	7376225	20/08/2020
12.		PRC Holdco	19	7376232	20/08/2020
13.		PRC Holdco	35	7376239	20/10/2020
14.		PRC Holdco	36	7376245	20/08/2024
15.		PRC Holdco	37	7376256	06/04/2021
16.		PRC Holdco	38	7383603	20/10/2020
17.		PRC Holdco	41	7376277	06/12/2020
18.		<b>CRIC</b>	PRC Holdco	9	7376283
19.	PRC Holdco		16	7378557	06/10/2022
20.	PRC Holdco		19	7378634	27/10/2020
21.	PRC Holdco		41	7378655	20/02/2021
22.	克而瑞	PRC Holdco	1	8482647	27/07/2021
23.		PRC Holdco	2	8482746	27/07/2021
24.		PRC Holdco	6	8482782	27/07/2021
25.		PRC Holdco	7	8482834	27/07/2021
26.		PRC Holdco	20	8482861	27/07/2021
27.		PRC Holdco	31	8482889	13/09/2021
28.		PRC Holdco	39	8482918	27/07/2021
29.		PRC Holdco	9	8483470	27/05/2022
30.		PRC Holdco	16	8483501	06/10/2022
31.		PRC Holdco	19	8483547	27/07/2021
32.		PRC Holdco	41	8486213	27/07/2021
33.		PRC Holdco	9	8486271	13/01/2024
34.		PRC Holdco	16	8486315	27/07/2021

No.	Trademark	Registered owner	Class	Registration number	Expiry date (dd/mm/yyyy)	
35.		PRC Holdco	19	8486347	27/07/2021	
36.		PRC Holdco	35	8486374	13/08/2021	
37.		PRC Holdco	36	8486415	20/08/2021	
38.		PRC Holdco	37	8486440	27/09/2021	
39.		PRC Holdco	39	8486486	27/07/2021	
40.		PRC Holdco	41	8486247	27/07/2021	
41.		PRC Holdco	42	8491060	27/07/2021	
42.	房友 Fangyou.com	Shenzhen Fangyou	9	20634198	06/11/2027	
43.		Shenzhen Fangyou	38	20635732	06/09/2027	
44.		Shenzhen Fangyou	42	20634656	13/11/2027	
45.		Shenzhen Fangyou	43	20634828	06/11/2027	
46.		Shenzhen Fangyou	9	20634307	06/11/2027	
47.		Shenzhen Fangyou	38	20635604	06/09/2027	
48.		Shenzhen Fangyou	42	20634675	20/10/2027	
49.		Shenzhen Fangyou	43	20634850	06/11/2027	
50.	房友	Shenzhen Fangyou	9	20634288	06/11/2027	
51.		Shenzhen Fangyou	38	20635535	06/09/2027	
52.		Shenzhen Fangyou	42	20634491	06/11/2027	
53.		Shenzhen Fangyou	43	20634664	06/11/2027	
54.	Fangyou.com	Shenzhen Fangyou	9	20634136	06/09/2027	
55.		Shenzhen Fangyou	35	20634329	06/09/2027	
56.		Shenzhen Fangyou	36	20634390	06/09/2027	
57.		Shenzhen Fangyou	38	20635646	06/09/2027	
58.		Shenzhen Fangyou	42	20634578	06/11/2027	
59.		Shenzhen Fangyou	43	20634802	06/09/2027	
60.	 FANGYOU	Shenzhen Fangyou	36	18738405	20/05/2027	
61.		Shenzhen Fangyou	9	8650614	20/09/2021	
62.		Shenzhen Fangyou	16	8650665	20/09/2021	
63.		Shenzhen Fangyou	35	17223404	27/08/2026	
64.		Shenzhen Fangyou	36	17223115	27/08/2026	
65.		Shenzhen Fangyou	37	17223589	13/09/2026	
66.		Shenzhen Fangyou	38	17223552	27/08/2026	
67.		Shenzhen Fangyou	41	17223729	27/08/2026	
68.		Shenzhen Fangyou	42	17223751	13/12/2026	
69.		Shenzhen Fangyou	45	17223750	27/08/2026	
70.		易居房友	Shanghai Trading	9	22082928	20/01/2028
71.			Shanghai Trading	35	22083875	20/01/2028
72.			Shanghai Trading	36	22084376	20/01/2028
73.	Shanghai Trading		38	22085057	20/01/2028	
74.	Shanghai Trading		42	22085628	20/01/2028	
75.	Shanghai Trading		45	22086979	20/01/2028	

No.	Trademark	Registered owner	Class	Registration number	Expiry date (dd/mm/yyyy)
76.	易居房友	Shanghai Trading	9	22083197	20/01/2028
77.		Shanghai Trading	35	22084158	20/01/2028
78.		Shanghai Trading	36	22084506	20/01/2028
79.		Shanghai Trading	38	22085168	20/01/2028
80.		Shanghai Trading	42	22085780	20/01/2028
81.		Shanghai Trading	43	22086351	20/01/2028
82.	易居房友	Shanghai Trading	9	22083254	20/01/2028
83.		Shanghai Trading	35	22084214	20/01/2028
84.		Shanghai Trading	36	22084553	20/01/2028
85.		Shanghai Trading	38	22085220	20/01/2028
86.		Shanghai Trading	42	22085790	20/01/2028
87.		Shanghai Trading	43	22086341	20/01/2028
88.	易居房友	Shanghai Trading	9	22083168	20/01/2028
89.		Shanghai Trading	35	22084080	20/01/2028
90.		Shanghai Trading	36	22084519	20/01/2028
91.		Shanghai Trading	38	22084940	20/01/2028
92.		Shanghai Trading	42	22085497	20/01/2028
93.		Shanghai Trading	43	22086169	20/01/2028
94.	易居房友	Shanghai Trading	9	22082159	20/01/2028
95.		Shanghai Trading	35	22083822	20/01/2028
96.		Shanghai Trading	36	22084387	20/01/2028
97.		Shanghai Trading	38	22084789	20/01/2028
98.		Shanghai Trading	42	22085374	20/01/2028
99.		Shanghai Trading	43	22085804	20/01/2028
100.	易居房友	Shanghai Trading	9	21240490	06/01/2027
101.		Shanghai Trading	16	21241624	06/01/2027
102.		Shanghai Trading	35	21240754	06/01/2027
103.		Shanghai Trading	36	21240958	06/01/2027
104.		Shanghai Trading	37	21241116	06/01/2027
105.		Shanghai Trading	38	21241706	06/01/2027
106.		Shanghai Trading	41	21241788	06/01/2027
107.		Shanghai Trading	43	21241803	06/01/2027
108.		Shanghai Trading	45	21241537	06/01/2027
109.		Shanghai Zhuxiang Information Technology Co., Ltd.	38	11548748	06/03/2024
110.		Shanghai Zhuxiang Information Technology Co., Ltd.	42	11548770	20/07/2024

No.	Trademark	Registered owner	Class	Registration number	Expiry date (dd/mm/yyyy)
111.	筑想	Shanghai Zhuxiang Information Technology Co., Ltd.	35	8386310	13/07/2021
112.		Shanghai Zhuxiang Information Technology Co., Ltd.	38	8386453	27/08/2021
113.		Shanghai Zhuxiang Information Technology Co., Ltd.	42	8386433	06/07/2021

***Trademarks registered in Hong Kong***



As at the Latest Practicable Date, we had no registered trademarks in Hong Kong which we consider to be or may be material to our business.

***Trademark applications pending in China***

As at the Latest Practicable Date, we had no registered trademarks in China which we consider to be or may be material to our business.

***Trademark applications pending in Hong Kong***

As at the Latest Practicable Date, we had applied for the registration of the following trademarks in Hong Kong which we consider to be or may be material to our business:

No.	Trademark	Applicant	Class	Application number	Application date
1.	A. 易居企業集團 B. 易居企业集团 (in series)	PRC Holdco PRC Holdco PRC Holdco PRC Holdco	35 36 41 42	304464315	19/03/2018
2.	A.  B.  (in series)	PRC Holdco PRC Holdco PRC Holdco PRC Holdco	35 36 41 42	304464306	19/03/2018
3.	A. E-HOUSE B. E-House (in series)	PRC Holdco PRC Holdco PRC Holdco PRC Holdco	35 36 41 42	304464298	19/03/2018

*Copyrights*

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

No.	Copyright	Registered owner	Registration number	Registration date
1.	E-House Rui Xuan Housing Smart Big Data Advertising Platform Software V1.0	PRC Holdco	2017SR610534	13/10/2017
2.	E-House Talent Institute's Learning Platform Software V1.0	PRC Holdco	2017SR610418	29/09/2017
3.	E-House's Customer Big Data Analysis Platform Software V1.0 Based on the Mobile wifi Data Acquisition	PRC Holdco	2017SR610361	01/03/2017
4.	E-House CRIC Data Marketing Software V3.0	PRC Holdco	2017SR610478	14/07/2017
5.	E-house Big Data Center Visualization Software V2.0	PRC Holdco	2017SR610428	25/06/2017
6.	E-house CRIC Third Party VR Electronic Micro-assessment Software V2.0	PRC Holdco	2017SR610424	12/07/2017
7.	CRIC Zhiyun Software V1.0	PRC Holdco	2017SR511212	14/08/2017
8.	CRIC Cloud Class V1.0	PRC Holdco	2017SR511166	14/08/2017
9.	CRIC Yi Di Ku Software V1.0	PRC Holdco	2017SR511204	14/08/2017
10.	CRIC Investment Decision-making Software V1.0	PRC Holdco	2017SR511208	14/08/2017
11.	CRIC Data Communication Software V1.0	PRC Holdco	2017SR054060	15/01/2017
12.	CRIC2016 Real Estate Decision-making Consultation Software	PRC Holdco	2016SR327034	15/08/2016
13.	CRIC Investment Opportunities and Risk Monitoring Software V1.0	PRC Holdco	2017SR327033	15/08/2016
14.	CRIC2015 Land Consultant Software	PRC Holdco	2015SR216463	30/09/2015
15.	CRIC2015 Business Consultant Software	PRC Holdco	2015SR216333	30/09/2015
16.	CRIC2015 Enterprise Consultant Software	PRC Holdco	2015SR216291	01/08/2015
17.	CRIC2015 Real Estate Decision-making Consultation Software	PRC Holdco	2015SR087769	15/04/2015
18.	CRIC Housing Price Review Software	PRC Holdco	2014SR177217	01/12/2013
19.	CRIC Residential Property Mobile APP Application Software	PRC Holdco	2014SR174992	15/08/2014
20.	CRIC Residential Property IPAD Application Software	PRC Holdco	2014SR173948	15/08/2014
21.	CRIC Residential Property Android Mobile Application Software	PRC Holdco	2014SR172182	15/08/2014
22.	CRIC Housing Price Project Consultant Software	PRC Holdco	2014SR088150	15/05/2014
23.	CRIC Housing Price Market Consultant Software	PRC Holdco	2014SR087650	15/05/2014
24.	CRIC User Behaviour Analysis Software	PRC Holdco	2013SR062787	10/05/2013
25.	CRIC Project Consultant Software	PRC Holdco	2013SR062780	10/05/2013
26.	CRIC Knowledge Management Software	PRC Holdco	2013SR062772	15/03/2013
27.	CRIC CRM Software	PRC Holdco	2013SR062764	15/05/2013
28.	CRIC Moli Valuation Application Software	PRC Holdco	2012SR133804	15/11/2012
29.	CRIC Tu Di Ku Software V1.0	PRC Holdco	2010SR018878	15/03/2010
30.	Land Launch Data Analysis System V2.0	Beijing CRIC Research Technical Services Co., Ltd	2015SR105714	24/09/2014

No.	Copyright	Registered owner	Registration number	Registration date
31.	Cost Performance of Real Estate Market Data Analysis System V2.0	Beijing CRIC Research Technical Services Co., Ltd	2015SR105716	23/09/2014
32.	Real Estate Development Enterprise 500 Value Evaluation System V2.0	Beijing CRIC Research Technical Services Co., Ltd	2015SR105719	20/11/2014
33.	Real Estate Brand Value Assessment and Evaluation System V2.0	Beijing CRIC Research Technical Services Co., Ltd	2015SR109318	22/10/2014
34.	Real Estate Growth Potential Assessment System V2.0	Beijing CRIC Research Technical Services Co., Ltd	2015SR109339	18/06/2014
35.	Urban Housing Price Index System V2.0	Beijing CRIC Research Technical Services Co., Ltd	2015SR109365	20/11/2014
36.	Urban House Leasing Price Index System V2.0	Beijing CRIC Research Technical Services Co., Ltd	2015SR109597	12/11/2014
37.	Data Mining and Quantitative Modeling System for Real Estate Industry V2.0	Beijing CRIC Research Technical Services Co., Ltd	2015SR105719	15/10/2014
38.	Second-Hand Housing Transaction Price Index System of CREA fangchan.com V1.0	Beijing CRIC Research Technical Services Co., Ltd	2011SR060856	01/06/2011
39.	Primary-Hand Housing Transaction Price Index System of CREA fangchan.com V1.0	Beijing CRIC Research Technical Services Co., Ltd	2011SR056910	01/06/2011
40.	Housing Rental Price Index System of CREA fangchan.com V1.0	Beijing CRIC Research Technical Services Co., Ltd	2011SR063047	01/06/2011
41.	CREA China Top 500 Real Estate Developers Rating System V1.0	Beijing CRIC Research Technical Services Co., Ltd	2011SR094832	08/09/2011
42.	CREA China Real Estate Brand Value Rating System V1.0	Beijing CRIC Research Technical Services Co., Ltd	2011SR092280	15/09/2011
43.	CREA China Real Estate Listed Company Rating System V1.0	Beijing CRIC Research Technical Services Co., Ltd	2011SR095856	23/09/2011

No.	Copyright	Registered owner	Registration number	Registration date
44.	Real Estate Developers Growth Evaluation System	Beijing CRIC Research Technical Services Co., Ltd	2017SR701741	22/04/2017
45.	Real Estate Developers Innovation Ability Evaluation System	Beijing CRIC Research Technical Services Co., Ltd	2017SR704488	28/05/2016
46.	Responsible Real Estate Developers Assessment and Analysis System of Real Estate Developers	Beijing CRIC Research Technical Services Co., Ltd	2017SR702962	17/02/2017
47.	Real Estate Enterprises Property Management Service Hierarchy Evaluation System	Beijing CRIC Research Technical Services Co., Ltd	2017SR706746	28/05/2016
48.	Real Estate Developers Overall Strength Evaluation and Analysis System	Beijing CRIC Research Technical Services Co., Ltd	2017SR707348	28/05/2016
49.	The Top 10 Foreign-funded Companies of Real Estate Development Value Evaluation System	Beijing CRIC Research Technical Services Co., Ltd	2017SR734060	22/04/2017
50.	The Analysis System for Management Efficiency of Real Estate Enterprises Development Operation	Beijing CRIC Research Technical Services Co., Ltd	2017SR706717	28/01/2017
51.	The Operation Model and Management Evaluation System for the Real Estate Regional Management Companies	Beijing CRIC Research Technical Services Co., Ltd	2017SR704483	16/09/2017
52.	The Customer's Information Data Mining System for Tourism Properties Industry	Beijing CRIC Research Technical Services Co., Ltd	2017SR704233	15/07/2017
53.	The Big Data Intelligent Analysis System on the Information Portal of Commercial Property Complex	Beijing CRIC Research Technical Services Co., Ltd	2017SR705370	25/06/2016
54.	The Evaluation system for the Development and Operation of Cultural and Commercial Block	Beijing CRIC Research Technical Services Co., Ltd	2017SR704223	31/08/2016
55.	The CREA Appraisal System for the City-Covering of Real Estate Developers	Beijing CRIC Research Technical Services Co., Ltd	2017SR736354	21/4/2017
56.	The CREA Commercial Properties Development Model Analysis System	Beijing CRIC Research Technical Services Co., Ltd	2017SR734454	31/05/2016



No.	Copyright	Registered owner	Registration number	Registration date
57.	The CREA Analysis System for the Comprehensive Development of China Real Estate Companies	Beijing CRIC Research Technical Services Co., Ltd	2017SR734065	28/03/2017
58.	Fangyou Intermediary Business Management Software V12.0	Shenzhen Fangyou	2013SR129537	09/10/2012
59.	Fangyou Intermediary Business Management Software V11.0	Shenzhen Fangyou	2013SR129322	09/11/2010
60.	Fangyou OA Management System V2.05	Shenzhen Fangyou	2008SR18226	31/10/2007
61.	Fangyou Financial Management System V3.0	Shenzhen Fangyou	2008SR18221	31/10/2007
62.	Fangyou Website Group Sending System V5.0	Shenzhen Fangyou	2008SR18222	31/07/2007
63.	Fangyou Shop Management System V16.1	Shanghai Trading	2016SR097754	30/01/2016
64.	Yunchuang Fangyou Agency Management System V17.2	Shanghai Trading	2017SR168659	23/01/2017
65.	BID Supplier Information Display Software V1.0	Shanghai Zhuxiang	2012SR111987	11/10/2012
66.	CPC Developers' Material Selection Consultant Software V1.0	Shanghai Zhuxiang	2012SR111849	05/10/2012
67.	E2 Design Material Selection Consultant Software V1.0	Shanghai Zhuxiang	2012SR112036	05/10/2012
68.	Design Institution Material Room In-and-out-of-storage Management Software V1.0	Shanghai Zhuxiang	2012SR111992	04/10/2012
69.	Zhuxiang CPA Standard Data Interpretation Platform Software V1.0	Shanghai Zhuxiang	2014SR070180	01/12/2013
70.	Zhuxiang CPA Project Configuration and Application Platform Software V1.0	Shanghai Zhuxiang	2014SR070348	01/12/2013
71.	Mobile Office Software of Zhuxiang CPA Synergic Project Management	Shanghai Zhuxiang	2017SR436539	10/06/2016
72.	Zhuxiang CPA Synergic Project Management Software	Shanghai Zhuxiang	2017SR438931	10/06/2016
73.	Zhuxiang Refined Decoration Plans Management Software of Residential Projects V1.0	Shanghai Zhuxiang	2018SR010833	16/08/2017
74.	Zhuxiang Optional Refined Decoration Software of Residential Projects V1.0	Shanghai Zhuxiang	2018SR010693	16/08/2017
75.	Zhuxiang Mobile Optional Refined Decoration Software of Residential Projects V1.0	Shanghai Zhuxiang	2018SR011118	16/08/2017
76.	Fangjia Highly Precise Algorithm Software for Batch Estimation on Average Prices of Communities of Secondary Real Estate V1.0	Shanghai Fangjia Information Technology Co., Ltd.	2014SR087698	28/05/2014
77.	CRIC Housing Price Software V2.0	Shanghai Fangjia Information Technology Co., Ltd.	2014SR064299	10/06/2013

*Patents*

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

<u>No.</u>	<u>Patent</u>	<u>Patentee</u>	<u>Patent number</u>	<u>Application date</u>	<u>Expiry date</u>
1.	An online storage and access method for PDF files	PRC Holdco	201210165764.7	24/05/2012	23/05/2032
2.	A method and device that realises user hardware binding between B/S system and Ipad	PRC Holdco	201210145262.8	10/05/2012	09/05/2032
3.	An automatic value evaluation device for buildings	Shanghai Fangjia Information Technology Co., Ltd.	201220399196.2	14/08/2012	13/08/2022
4.	A human-computer interactive system based on flexible combinations to build standard layers during residential property development	Shanghai Zhuxiang Information Technology Co., Ltd.	201510249343.6	15/05/2015	14/05/2035

*Domain names*

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

<u>No.</u>	<u>Domain name</u>	<u>Registered owner</u>	<u>Expiry date</u>
1.	fangjiadp.com.cn	PRC Holdco	24/06/2019
2.	fangjiadp.cn	PRC Holdco	24/06/2019
3.	fangjiadp.net	PRC Holdco	08/06/2019
4.	fangyou.tech	PRC Holdco	29/06/2019
5.	1fang.com	PRC Holdco	16/04/2020
6.	ehousechina.com	PRC Holdco	04/04/2021
7.	cricchina.com.cn	PRC Holdco	04/08/2018
8.	housefriend.net	Shenzhen Fangyou	05/08/2020
9.	fangyou.net	Shenzhen Fangyou	12/07/2020
10.	cric2009.com	E-House Xiangyue	10/02/2019
11.	cric.com	E-House Xiangyue	18/04/2021
12.	cricchina.com	E-House Xiangyue	04/08/2018
13.	fangyou.com	Shanghai E-House Trading Service Co., Ltd.	06/12/2022

**FURTHER INFORMATION ABOUT OUR DIRECTORS****Particulars of Directors' service contracts and appointment letters***Executive Directors*

Each of our executive Directors has entered into a service contract with our Company on 4 July 2018. The initial term of his service contract shall commence from the date of his appointment as an executive Director and continue for a period of three years after or until the third annual general meeting of the Company since the Listing Date, whichever is earlier, and shall be automatically renewed for successive periods of three years (subject always to re-election as and when required under the Articles), until terminated in accordance with the terms and conditions of the service contract or by either party giving to the other not less than three months' prior notice in writing.

The executive Directors are not entitled to receive any remuneration in their capacities as executive Directors under their respective service contracts.

*Non-executive Directors*

Each of our non-executive Directors has entered into an appointment letter with our Company on 4 July 2018. Their appointment as a director shall continue for three years after or until the third annual general meeting of the Company after the Listing Date, whichever is earlier, (subject to retirement as and when required under the Articles of Association) until terminated in accordance with the terms and conditions of the appointment letter or by either party giving to the other not less than three month's prior notice in writing.

The annual director's fees of each of our non-executive Directors payable by our Company under their respective appointment letters is HK\$250,000.

*Independent non-executive Directors*

Each of our independent non-executive Directors has entered into an appointment letter with our Company on 4 July 2018. The initial term of their appointment shall be three years from the date of this document or until the third annual general meeting of the Company after the Listing Date, whichever is earlier, (subject to retirement as and when required under the Articles of Association) until terminated in accordance with the terms and conditions of the appointment letter or by either party giving to the other not less than three months' prior notice in writing.

The annual director's fees of each of our independent non-executive Directors payable by our Company under their respective appointment letters are as follows, effective from the Listing Date.

Independent Non-Executive Directors	HK\$
Mr. Zhang Bang (張磅) . . . . .	300,000
Mr. Zhu Hongchao (朱洪超) . . . . .	250,000
Mr. Wang Liqun (王力群) . . . . .	250,000
Mr. Li Jin (李勁) . . . . .	250,000

### Remuneration of Directors

- (a) Remuneration and benefits in kind of approximately RMB5.57 million, RMB6.42 million, RMB7.87 million and RMB1.49 million in aggregate were paid and granted by our Group to our Directors in respect of the years ended 31 December 2015, 2016 and 2017 and the three months ended 31 March 2018.
- (b) Under the arrangements currently in force, our Directors will be entitled to receive remuneration and benefits in kind which, for the year ending 31 December 2018, is expected to be approximately RMB6 million in aggregate (excluding discretionary bonus).
- (c) Save as disclosed in the part headed “– Further information about our Directors – Particulars of Directors’ service contracts and appointment letters” above, none of our Directors has or is proposed to have a service contract with the Company other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).

**Further information on Directors**

Mr. Zhou was a director, supervisor or manager of several companies incorporated in Hong Kong or China at the time of or within 12 months prior to each company's deregistration. Each of these companies is a dormant company without any business operations and was subsequently deregistered either by way of voluntary board approval or by having its licence revoked by the relevant government authority.

Mr. Huang Canhao was a director, supervisor or manager of several companies incorporated in Hong Kong or China at the time of or within 12 months prior to each company's deregistration. Each of these companies is a dormant company without any business operations and was subsequently deregistered by way of voluntary board approval.

Mr. Ding Zuyu was a director, supervisor or manager of several companies incorporated in Hong Kong or China at the time of or within 12 months prior to each company's deregistration. Each of these companies is a dormant company without any business operations and was subsequently deregistered by way of voluntary board approval.

Mr. Xia Hai Jun was a director, supervisor or manager of one company incorporated in China at the time of or within 12 months prior to each company's deregistration. The company was a dormant company without any business operations and was subsequently deregistered by having its licence revoked by the relevant government authority.

Mr. Zhang Bang was a director, supervisor or manager of several companies incorporated in Hong Kong or China at the time of or within 12 months prior to each company's deregistration. Each of these companies is a dormant company without any business operations and was subsequently deregistered by way of voluntary board approval.

Mr. Wang Liquun was a director, supervisor or manager of several companies incorporated in Hong Kong or China at the time of or within 12 months prior to each company's deregistration. Each of these companies is a dormant company without any business operations and was subsequently deregistered by way of voluntary board approval.

Mr. Zong Lei was a director, supervisor or manager of several companies incorporated in Hong Kong or China at the time of or within 12 months prior to each company's deregistration. Each of these companies is a dormant company without any business operations and was subsequently deregistered by way of voluntary board approval.

## Disclosure of interests

*Interests and short positions of our Directors and chief executives in the share capital of our Company and its associated corporations following completion of the Global Offering*

Immediately following completion of the Global Offering (assuming the Over-allotment Option and options granted under the Pre-IPO Share Option Scheme are not exercised and no options are granted under the Post-IPO Share Option Scheme), 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.

Name of director/ chief executive	Nature of interest	Number of Shares/ Underlying Shares	Approximate percentage of interest in our Company immediately following the completion of the Global Offering <sup>(1)</sup>
Mr. Zhou . . . . .	Interest in controlled corporations and beneficial owner	307,730,975 <sup>(2)</sup>	20.971%
Mr. Xia Hai Jun . . . . .	Interest in a controlled corporation	22,892,000 <sup>(3)</sup>	1.560%
Mr. Huang Canhao . . . . .	Beneficial owner	9,600,000 <sup>(4)</sup>	0.654%
Mr. Ding Zuyu . . . . .	Beneficial owner	9,600,000 <sup>(4)</sup>	0.654%
Mr. Cheng Li-Lan . . . . .	Beneficial owner	1,446,000 <sup>(4)</sup>	0.099%
Mr. Zong Lei . . . . .	Beneficial owner	2,400,000 <sup>(4)</sup>	0.164%
Mr. Zhou Liang . . . . .	Beneficial owner	2,400,000 <sup>(4)</sup>	0.164%

*Notes:*

- (1) *The calculation is based on the total number of 1,467,436,000 Shares in issue immediately following the completion of the Global Offering (assuming that the Over-allotment Option and the options granted under the Pre-IPO Share Option Scheme are not exercised and no options are granted under the Post-IPO Share Option Scheme).*
- (2) *These 307,730,975 Shares are held as to 228,920,000 Shares by CRE Corp, 45,784,000 Shares by Kanrich and 18,566,975 Shares by Regal Ace, respectively, and represent 14,460,000 Shares to be issued upon exercise of options granted under the Pre-IPO Share Option Scheme. CRE Corp is a wholly-owned subsidiary of E-House (China) Holdings, itself a wholly-owned subsidiary of E-House (China) Holdings. E-House (China) Holdings is held as to 33.13% by On Chance, 14.65% by Jun Heng, and 52.22% by Mr. Zhou. Jun Heng is wholly-owned by On Chance, which is in turn wholly-owned by Mr. Zhou. Kanrich is wholly owned by Mr. Zhou and Regal Ace is owned as to 51% by Mr. Zhou.*

- (3) *These 22,892,000 Shares are held by Advance Power International Limited. Advance Power International Limited is a company wholly-owned by Mr. Xia Hai Jun.*
- (4) *These Shares represent the Shares to be issued upon exercise of options granted under the Pre-IPO Share Option Scheme.*

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

For information on the persons who, immediately following the completion of the Global Offering, will have or be deemed to have or taken to have beneficial interests or short position in the Shares or underlying shares of our Company 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, please refer to the section headed “Substantial Shareholders”.

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 Global Offering and taking no account of any Shares that may be issued pursuant to the exercise of the Over-allotment Option and options granted under the Pre-IPO Share Option Scheme and options which may be granted under the Post-IPO Share Option Scheme, 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.

**PRE-IPO SHARE OPTION SCHEME**

The following is a summary of the principal terms of the Pre-IPO Share Option Scheme effective from 20 April 2018. The Pre-IPO Share Option Scheme is not subject to Chapter 17 of the Listing Rules as it does not involve the grant by our Company of options to subscribe for Shares after the Listing.

Our Company has applied to the Stock Exchange and the SFC for: (i) a waiver from strict compliance with the disclosure requirements under Rule 17.02(1)(b) of, and paragraph 27 of Appendix 1A to, the Listing Rules; and (ii) an exemption under section 342A of the Companies (Winding Up and Miscellaneous Provisions) Ordinance from strict compliance with the disclosure requirements of paragraph 10(d) of Part I of the Third Schedule to the Companies (Winding Up and Miscellaneous Provisions) Ordinance. See the section headed “Waivers from Compliance with the Listing Rules and Exemption from the Companies (Winding Up and Miscellaneous Provisions) Ordinance – Waiver and exemption in relation to the Pre-IPO Share Option Scheme” for more information.

**Purpose**

The purpose of the Pre-IPO Share Option Scheme is to provide selected participants with the opportunity to acquire proprietary interests in our Company and to encourage the selected participants to work towards enhancing the value of our Company and our Shares for the benefit of our Company and our Shareholders as a whole. The Pre-IPO Share Option Scheme will provide our Company with a flexible means of retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to the selected participants.

**Who may join**

Any individual, being an employee, director (including executive directors, non-executive directors and independent non-executive directors), officer, consultant, advisor, distributor, contractor, customer, supplier, agent, business partner, joint venture business partner or service provider of any member of the Group or any affiliate who the Board or its delegate(s) considers, in its sole discretion, to have contributed or will contribute to the Group, may be granted options to subscribe for Shares.

For the avoidance of doubt, the grant of any options by our Company for the subscription of Shares or other securities of our Group to any person who falls within any of these classes of participants shall not, by itself, unless our Directors otherwise so determine, be construed as a grant of option under the Pre-IPO Share Option Scheme.

The eligibility of persons to the grant of any option shall be determined by our Board (or a duly authorised committee), from time to time on the basis of their opinion as to the participant's contribution to the development and growth of our Group.

**Maximum number of Shares**

The overall limit on the number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Pre-IPO Share Option Scheme at any time shall not exceed 91,568,000 Shares (the “**Scheme Limit**”).

**Performance targets**

Unless our Board (or a duly authorised committee) otherwise determines and state in the offer of the grant of options to a grantee, a grantee is not required to achieve any performance targets before any options granted under the Pre-IPO Share Option Scheme can be exercised.

**Subscription price**

The subscription price in relation to each option granted under the Pre-IPO Share Option Scheme shall be such price as may be determined by our Board, provided that it shall not be less than the nominal value of a Share.

A nominal consideration of RMB1 is payable upon acceptance of the grant of an option.

**Time of acceptance and exercise of an option**

An option may be accepted by a participant within 10 business days from the date on which the letter containing the offer is delivered to that participant.

An option may be exercised in accordance with the terms of the Pre-IPO Share Option Scheme at any time during a period to be determined and notified by our Directors to each grantee, which shall end not later than 10 years from the date of grant of the option subject to the provisions for early termination under the Pre-IPO Share Option Scheme.



Notwithstanding any other provision of the Pre-IPO Share Option Scheme, any notice or the terms on which any option is granted, no option may be exercised prior to the admission of the Shares of our Company to trading on the Stock Exchange.

#### **Cancellation of options granted**

Any options granted but not exercised may be cancelled if the relevant grantee so agrees in writing. Issuance of new options to the same grantee may only be made if there are unissued options available under the Pre-IPO Share Option Scheme (excluding the cancelled options) and in compliance with the terms of the Pre-IPO Share Option Scheme.

#### **Lapse of an option**

An option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (i) the expiry of the option period stated in the offer of grant of the option;
- (ii) the expiry of the periods or dates referred to under subheadings “Rights on ceasing employment”, “Rights on death”, “Rights on dismissal”, “Rights on a general offer, a compromise or arrangement”, and “Rights on winding up”;
- (iii) the date on which the grantee (being an employee or a director of our Group) ceases to be a participant by reason of the termination of his employment or engagement on the grounds that he has been guilty of serious misconduct, or has been convicted of any criminal offence involving his integrity or honesty or on any other ground on which an employer would be entitled to terminate his employment summarily;
- (iv) the date on which the grantee joins a company which the Board believes in its sole and reasonable opinion to be a competitor of our Company;
- (v) the date on which the grantee (being a corporation) appears either to be unable to pay or to have no reasonable prospect of being able to pay its debts or has become insolvent or has made any arrangement or composition with its creditors generally;
- (vi) unless our Board otherwise determines, and other than in the circumstances referred to under subheadings “Rights on a general offer, a compromise or arrangement”, and “Rights on winding up”, the date the grantee ceases to be a participant (as determined by a Board resolution) for any other reason;
- (vii) the date on which the Board determines at its sole discretion that allowing the relevant grantee to exercise the option is not in the best interests of our Company;  
or
- (viii) the date on which the Board determines at its sole discretion that there is no reasonable prospect of obtaining the listing approval for the Shares to be issued pursuant to the exercise of the options from the Stock Exchange.

**Period of the Pre-IPO Share Option Scheme**

The Pre-IPO Share Option Scheme will remain in force from 20 April 2018, the date on which the Pre-IPO Share Option Scheme was adopted, until the Latest Practicable Date, both dates inclusive.

**Rights on ceasing employment**

If the grantee of an option is an employee and ceases to be eligible for any reason other than death or other grounds referred to under subheadings “Rights on death” before exercising his/her option in full:

- (i) the option (to the extent not already exercised) will lapse on the date of cessation of his/her employment (the last actual working day on which the Grantee was physical at work with the relevant member of the Group, whether salary is paid in lieu of notice or not);
- (ii) unless the Board determines otherwise, in which event the grantee may exercise the option (to the extent not already exercised) in whole or in part within such period as our Directors may determine following the date of such cessation.

**Rights on death**

If the grantee of an option ceases to be a participant by reason of their death, before exercising the option in full, the personal representative(s) of the grantee shall be entitled to exercise the option in whole or in part within a period of 12 months following the date of death of the grantee.

**Rights on dismissal**

If the grantee of an option ceases to be a participant by reason of the termination of his/her employment or engagement on the grounds that he/she has been guilty of serious misconduct, or has been convicted of any criminal offence involving his/her integrity or honesty or on any other ground on which an employer would be entitled to terminate his/her employment summarily, his option will lapse automatically.

**Rights on a general offer, a compromise or arrangement**

If a general offer by way of takeover or otherwise (other than by way of scheme of arrangement) is made to all our Shareholders (other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant option, our Company shall forthwith give notice thereof to the grantee and the grantee shall be entitled to exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, at any time within such period as shall be notified by our Company.

If a general offer for Shares by way of scheme of arrangement is made to all our Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company.

In the event of a compromise or arrangement, other than a scheme of arrangement described in the paragraph above, between our Company and our members and/or creditors being proposed in connection with a scheme for the reconstruction of our Company or our amalgamation with any other companies pursuant to the laws of the Cayman Islands, our Company shall give notice thereof to all grantees on the same day as we first give notice of the meeting to our members and/or creditors, summoning the meeting to consider such a scheme or arrangement, and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the option to its full extent, or if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which shall fall to be issued on exercise of such option.

#### **Rights on winding up**

In the event a notice is given by our Company to our Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall forthwith give notice thereof to the grantee and the grantee (or in the case of the death of the grantee, his/her personal representatives(s)) may at any time within such period as shall be notified by our Company, subject to the provisions of all applicable laws, exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed general meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which fall to be issued on exercise of such option.

#### **Adjustments**

In the event of an alteration in the capital structure of our Company whilst any option remains exercisable by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of shares, or reduction of the share capital of our Company, such corresponding alterations (if any) shall be made to:

- (i) the number or nominal amount of Shares comprised in each option so far as unexercised;
- (ii) the subscription price;
- (iii) the method of exercise of the option; or
- (iv) any combination thereof,

as the auditors or a financial adviser engaged by our Company for such purpose shall, at the request of our Company, certify in writing, either generally or as regards any particular grantee,

to be in their opinion fair and reasonable, provided always that any such adjustments should give each grantee the same proportion of the equity capital of our Company (or as nearly as possible but not greater than the same proportion of the equity capital of our Company) as that to which that grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value. The capacity of the auditors or financial adviser (as the case may be) in this paragraph is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on our Company and the grantees. The costs of the auditors or financial adviser (as the case may be) shall be borne by our Company.

### **Others**

The Pre-IPO Share Option Scheme is conditional on the Listing Committee granting or agreeing to grant approval of the listing of, and permission to deal in, the Shares to be allotted and issued pursuant to the exercise of any options which may be granted under the Pre-IPO Share Option Scheme and the commencement of dealings in the Shares on the Stock Exchange.

Application has been made to the Listing Committee for the listing of, and permission to deal in, the Shares to be allotted and issued pursuant to the exercise of any options which may be granted under the Pre-IPO Share Option Scheme.

This Scheme may be amended by a resolution of our Board provided that no such alteration shall operate so as to materially adversely affect the terms of issue of any option granted or agreed to be granted prior to such alteration except with the consent or sanction of a majority in number of the holders of unexercised options.

### **Outstanding options granted**

The grant of options under the Pre-IPO Share Option Scheme to the grantees as set out below was approved by the Board to be made on 20 April 2018. The overall limit on the number of underlying Shares pursuant to the Pre-IPO Share Option Scheme is 91,568,000 Shares. The number of underlying Shares pursuant to the outstanding options granted under the Pre-IPO Share Option Scheme amounts to 91,563,600 Shares, representing 6.240% of the issued Shares immediately following the completion of the Global Offering (assuming the Over-allotment Option and the options granted under the Pre-IPO Share Option Scheme are not exercised and no options are granted under the Post-IPO Share Option Scheme). As of the Latest Practicable Date, we had granted options to 338 participants under the Pre-IPO Share Option Scheme. No further options have or will be granted under the Pre-IPO Share Option Scheme subsequent to the Latest Practicable Date. The exercise price of all the options granted under the Pre-IPO Share Option Scheme is HK\$10.37 per Share.

*(i) Directors and senior management of the Group, connected person of the Company and senior management of the Company's connected person*

As of the Latest Practicable Date, our Directors and senior management of the Group and connected person of the Company and senior management of the Company's connected person had been granted options under the Pre-IPO Share Option Scheme to subscribe for a total of 71,352,000 Shares, representing approximately 4.862% of the issued share capital of our Company upon completion of the Global Offering (assuming the Over-allotment Option and the options granted under the Pre-IPO Share Option Scheme are not exercised and no options are granted under the Post-IPO Share Option Scheme).

Below are the details of options granted to our Directors and senior management under the Pre-IPO Share Option Scheme:

Name of Director or senior management	Position	Address	Date of grant	Option period	Number of Shares under the options granted <sup>(1)</sup>	Approximate percentage of issued Shares immediately after completion of the Global Offering <sup>(1)</sup>
<i>Directors of the Company</i>						
Mr. Zhou	Executive Director & Chairman	Flat C, 8/F., Tower 1, Sorrento, No. 1 Austin Road West, Tsim Sha Tsui, Hong Kong	21 April 2018	10 years from the grant date	14,460,000	0.985%
Huang Canhao	Executive Director & Vice Chairman	Room 3833, Four Seasons Place Hong Kong 8 Finance Street Central, Hong Kong	21 April 2018	10 years from the grant date	9,600,000	0.654%
Ding Zuyu	Executive Director & Chief Executive Officer	Building D01, Xijiao Garden Villa, No. 2065, Hongqiao Road Shanghai, China	21 April 2018	10 years from the grant date	9,600,000	0.654%
Cheng Li-Lan	Executive Director	Flat 1202, No. 18 Lane 758 Beijing West Road, Shanghai, China	21 April 2018	10 years from the grant date	1,446,000	0.099%
<i>Senior Management of the Company</i>						
Zong Lei	Chief Operating Officer	No. 11, Lane 399, Jianghua Road, Pujiang Town, Minhang District, Shanghai, China	21 April 2018	10 years from the grant date	2,400,000	0.164%
Yan An	President	No. 36, Lane 2861, Gaoqing Road, Pudong New Area, Shanghai, China	21 April 2018	10 years from the grant date	2,400,000	0.164%
Zhou Liang	Chief Financial Officer	No. 76, Lane 278, Madang Road, Huangpu District, Shanghai, China	21 April 2018	10 years from the grant date	2,400,000	0.164%
Zhang Yan	President of real estate data and consulting services division	Room 1302, No. 22, Lane 1888, Songhu Road, Yangpu District, Shanghai, China	21 April 2018	10 years from the grant date	1,446,000	0.099%
Ko, Ber-Jen	President of real estate brokerage network services division	No. 68, Lane 333, Qingtong Road, Pudong New Area, Shanghai, China	21 April 2018	10 years from the grant date	1,446,000	0.099%

Name of Director or senior management	Position	Address	Date of grant	Option period	Number of Shares under the options granted <sup>(1)</sup>	Approximate percentage of issued Shares immediately after completion of the Global Offering <sup>(1)</sup>
<i>Senior Management of other Group Companies</i>						
Ma Weijie (馬偉傑)	Financial Controller	No. 76, Lane 1111, Jinglian Road, Minhang District, Shanghai, China	21 April 2018	10 years from the grant date	1,446,000	0.099%
Yang Ting (楊婷)	Vice President & Regional General Manager of E-House Xiangyue	Room 301, No. 12 Lane 233, Puming Road, Pudong New Area, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Jin Qichang (金琪昌)	Vice President & Regional General Manager of E-House Xiangyue	Room 201, No. 17 Lane 699, Hongcao South Road, Xuhui District, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Lu Haidong (陸海東)	Vice President & Regional General Manager of E-House Xiangyue	Room 702, Unit 3, Building 14, Zhonghai Yuhu Yihao, 398 Qujiang Road, Yanta District, Xi'an, China	21 April 2018	10 years from the grant date	960,000	0.065%
Gao Yuan (高原)	Vice President & Regional General Manager of E-House Xiangyue	Room 502, No. 6, Lane 228, Jianguo West Road, Xuhui District, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Wu Jianfeng (吳劍峰)	Vice President & Regional General Manager of E-House Xiangyue	Room 402, 263 Guangling First Road, Hongkou District, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Chen Bin (陳彬)	Vice President & Regional General Manager of E-House Xiangyue	Room 401, No. 34, Lane 511, Weining Road, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Song Wei (宋威)	Vice President & Regional General Manager of E-House Xiangyue	Room 1704, No. 7, Lane 1258, Zhongxing Road, Jing'an District, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%

Name of Director or senior management	Position	Address	Date of grant	Option period	Number of Shares under the options granted <sup>(1)</sup>	Approximate percentage of issued Shares immediately after completion of the Global Offering <sup>(1)</sup>
Ge Jing (葛菁)	Vice President & Regional General Manager of E-House Xiangyue	Room 1701, No. 1, Lane 355, Beijing West Road, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Huang Yanting (黃嫣婷)	Vice President & Regional General Manager of E-House Xiangyue	No. 38, Lane 57, Shanyin Road, Hongkou District, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Shao Liang (邵亮)	Vice President & Regional General Manager of E-House Xiangyue	No. 36, Lane 688, Jianhe Road, Changning District, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Yu Dandan (于丹丹)	Vice President of PRC Holdco	Room 202, No. 7, Lane 1728, Wulian Road, Pudong New Area, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Huang Xiaoyun (黃曉雲)	Vice President & Regional General Manager of E-House Xiangyue	Room 3102, No. 15, Lane 323, Hongguan Road, Hongkou District, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Liu Wenchao (劉文超)	Vice President of PRC Holdco	Room 3202, No. 5, Lane 688, Xizang South Road, Laoximen Street, Huangpu District, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Hu Yongming (胡永明)	Vice President & Regional General Manager of E-House Xiangyue	Room 2402, No. 8 Lane 300, Nandan East Road, Xuhui District, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Chen Hongfei (陳紅飛)	Chief Technology Officer of PRC Holdco	Room 901, No. 6, Lane 66, Quwo Road, Zhabei District, Shanghai, China	21 April 2018	10 years from the grant date	480,000	0.033%

Name of Director or senior management	Position	Address	Date of grant	Option period	Number of Shares under the options granted <sup>(1)</sup>	Approximate percentage of issued Shares immediately after completion of the Global Offering <sup>(1)</sup>
Liu Zhiguang (劉志廣)	Vice President & Regional General Manager of E-House Xiangyue	Room 301, Unit 1, Building 3, Qianjiang Crystal City, Binsheng Road, Binjiang District, Hangzhou, China	21 April 2018	10 years from the grant date	480,000	0.033%
<i>Senior Management of the Company's Connected Person</i>						
Zhu Xudong (朱旭東)	Senior Management of E-House (China) Holdings	Room 402, No. 15, Lane 2200, Xietu Road, Xuhui District, Shanghai, China	21 April 2018	10 years from the grant date	4,800,000	0.327%
Yang Wei (楊偉)	Senior Management of E-House (China) Holdings	Room 602, No. 32, Lane 600, Lingshan Road, Pudong New Area, Shanghai, China	21 April 2018	10 years from the grant date	960,000	0.065%
Zheng Caimi (鄭彩密)	Senior Management of E-House (China) Holdings	Room 301, No. 114, Kaixuan Road, Shanghai, China	21 April 2018	10 years from the grant date	900,000	0.061%
Xu Wei (徐偉)	Senior Management of E-House (China) Holdings	Room 503, No. 2, Lane 101, Guoding Road, Yangpu District, Shanghai, China	21 April 2018	10 years from the grant date	480,000	0.033%
Zang Jianjun (臧建軍)	Senior Management of E-House (China) Holdings	Room 2201, Building 3, Yuyuan, Lane 168, Shunchang Road, Huangpu District, Shanghai, China	21 April 2018	10 years from the grant date	480,000	0.033%
Wu Bin (吳濱)	Senior Management of E-House (China) Holdings	Room 1201, No. 4, Lane 277, Luban Road, Huangpu District, Shanghai, China	21 April 2018	10 years from the grant date	480,000	0.033%
Zhang Yongyue (張永岳)	Senior Management of E-House (China) Holdings	No. 4, Lane 273, Datian Road, Shanghai, China	21 April 2018	10 years from the grant date	480,000	0.033%



Name of Director or senior management	Position	Address	Date of grant	Option period	Number of Shares under the options granted <sup>(1)</sup>	Approximate percentage of issued Shares immediately after completion of the Global Offering <sup>(1)</sup>
Peng Shaobin (彭少彬)	Senior Management of E-House (China) Holdings	9-102 Fulian Garden, Hongli West Road, Futian District, Shenzhen, Guangdong, China	21 April 2018	10 years from the grant date	288,000	0.020%
Zuo Qiong (左琼)	Senior Management of E-House (China) Holdings	No. 15, 4th Floor, No. 239, Yangsi Street, Hanyang District, Wuhan, Hubei, China	21 April 2018	10 years from the grant date	288,000	0.020%
Cheng Jie (程潔)	Senior Management of E-House (China) Holdings	Room 902, No. 4, Lane 18, Kaibin Road, Xuhui District, Shanghai, China	21 April 2018	10 years from the grant date	288,000	0.020%
Chen Guosheng (陳國勝)	Senior Management of E-House (China) Holdings	Room 402, No. 35, Lane 789, Yingkou Road, Yangpu District, Shanghai, China	21 April 2018	10 years from the grant date	288,000	0.020%
Li Hong (李紅)	Senior Management of E-House (China) Holdings	Room 502, No. 9, Lane 1898, Changning Road, Shanghai China	21 April 2018	10 years from the grant date	288,000	0.020%
Yuan Qunfang (袁群芳)	Senior Management of E-House (China) Holdings	Room 2001, No. 4, Lane 185, Ruijin South Road, Wuli Street, Luwan District, Shanghai, China	21 April 2018	10 years from the grant date	288,000	0.020%
<i>Subtotal:</i>	39 grantees				<u>71,352,000</u>	<u>4.862%</u>

*Note:*

(1) The above table assumes the completion of the Global Offering, assuming the Over-allotment Option is not exercised, and options granted under the Pre-IPO Share Option Scheme are not exercised and no options are granted under the Post-IPO Share Option Scheme.

**(ii) Other grantees**

As of the Latest Practicable Date, other than the Directors and senior management of the Group, connected person of the Company and senior management of the Company's connected person disclosed above, no options had been granted to any Directors and senior management of the Group, connected person of the Company and senior management of the Company's connected person under the Pre-IPO Share Option Scheme.

A remaining 299 grantees have been granted options under the Pre-IPO Share Option Scheme to subscribe for a total of 20,211,600 Shares, representing approximately 1.377% of the issued share capital of our Company upon completion of the Global Offering (assuming the Over-allotment Option and the options granted under the Pre-IPO Share Option Scheme are not exercised and no options are granted under the Post-IPO Share Option Scheme).

Among these 299 grantees:

- 177 grantees were granted options ranging from 28,800 Shares to 50,000 Shares;
- 92 grantees were granted options ranging from 50,000 Shares to 100,000 Shares;
- 28 grantees were granted options ranging from 100,001 Shares to 250,000 Shares; and
- 2 grantees were granted options ranging from 250,001 Shares to 500,000 Shares.

Below are the details of options granted to the remaining 299 grantees under the Pre-IPO Share Option Scheme:

<u>Date of grant</u>	<u>Option period</u>	<u>Number of Shares under the options granted<sup>(1)</sup></u>	<u>Approximate percentage of issued Shares immediately after completion of the Global Offering<sup>(1)</sup></u>
21 April 2018 . . . . .	10 years from the grant date	20,211,600	1.377%
Subtotal:	299 grantees	<u>20,211,600</u>	<u>1.377%</u>

*Note:*

(1) *The above table assumes the completion of the Global Offering, assuming the Over-allotment Option is not exercised and the options granted under the Pre-IPO Share Option Scheme are not exercised and no options are granted under the Post-IPO Share Option Scheme.*

Assuming the full exercise of the options granted under the Pre-IPO Share Option Scheme, (a) the shareholding of the Shareholders immediately after the completion of the Global Offering (assuming the Over-allotment Option is not exercised) would be diluted by approximately 5.87% and (b) the earnings per Share for the financial year ended 31 December 2017 would have decreased by approximately 5.87% from HK\$0.28 per Share to HK\$0.27 per Share.

### **Ranking of Shares**

The Shares to be allotted and issued upon the exercise of an option shall be identical to the then existing issued shares of our Company and subject to all the provisions of the Memorandum and Articles and will rank pari passu with fully paid Shares in issue on the date the name of the grantee is registered on the register of members of our Company, save that the grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of our Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

### **Termination**

Our Board may at any time resolve to terminate the operation of the Pre-IPO Share Option Scheme prior to its expiry and in such event no further options shall be offered or granted but the provisions of the Pre-IPO Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any options granted prior thereto or otherwise as may be required in accordance with the provisions of the Pre-IPO Share Option Scheme.

### **POST-IPO SHARE OPTION SCHEME**

The following is a summary of the principal terms of the Post-IPO Share Option Scheme conditionally adopted by the resolutions in writing of our Shareholders passed on 4 July 2018.

#### **Purpose**

The purpose of the Post-IPO Share Option Scheme is to provide Eligible Persons (defined below) with the opportunity to acquire proprietary interests in our Company and to encourage the Eligible Person to work towards enhancing the value of our Company and our Shares for the benefit of our Company and Shareholders as a whole. The Post-IPO Share Option Scheme will provide our Company with a flexible means of retaining, incentivising, rewarding, remunerating, compensating and/or providing benefits to Eligible Persons.

#### **Eligible Persons**

Any individual, being an employee, director, officer, consultant, advisor, distributor, contractor, customer, supplier, agent, business partner, joint venture business partner or service provider of any member of our Group or any of our Group's affiliates who the Board or its delegate(s) considers, in their sole discretion, to have contributed or will contribute to our Group is entitled to be offered and granted options ("**Eligible Person(s)**").

However, no individual who is resident in a place where the grant, acceptance, vesting or exercise of options pursuant to the Post-IPO Share Option 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 which may be issued upon exercise of all options to be granted under the Post-IPO Share Option Scheme and any other share option schemes of our Company is 146,743,600, being no more than 10% of the Shares in issue on the date the Shares commence trading on the Stock Exchange (the “**Option Scheme Mandate Limit**”). Options which have lapsed in accordance with the terms of the rules of the Post-IPO Share Option Scheme (or any other share option schemes of our Company) shall not be counted for the purpose of calculating the Option Scheme Mandate Limit.

The overall limit on the number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Post-IPO Share Option Scheme and any other share option schemes of our Company at any time (and to which the provisions of Chapter 17 of the Listing Rules are applicable) must not exceed 30% of the Shares in issue from time to time (the “**Option Scheme Limit**”). No options may be granted under any schemes of our Company (or its subsidiaries) if this will result in the Option Scheme Limit being exceeded.

The Option Scheme Mandate Limit may be refreshed at any time subject to prior approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time. However, the Option Scheme Mandate Limit as refreshed cannot exceed 10% of the Shares in issue as at the date of such approval. Options previously granted under the Post-IPO Share Option Scheme and any other share option schemes of our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) (including those outstanding, cancelled or lapsed in accordance with its terms or exercised), shall not be counted for the purpose of calculating the refreshed Option Scheme Mandate Limit.

Our Company may also seek separate approval of the Shareholders in general meeting for granting options beyond the Option Scheme Mandate Limit, provided such grant is to Eligible Person specifically identified by our Company before the aforesaid Shareholders’ meeting where such approval is sought.

**Maximum entitlement of a grantee**

Unless approved by the Shareholders, the total number of Shares issued and to be issued upon exercise of the options granted and to be granted under the Post-IPO Share Option Scheme and any other share option scheme(s) of our Company to each Eligible Person (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 an Eligible Person 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 Eligible Person (including exercised, cancelled 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 the Shareholders in general meeting with Eligible Persons and his associates abstaining from voting.

**Performance target**

The Post-IPO Share Option 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 option, such performance conditions that must be satisfied before the option can be exercised.

**Subscription price**

The price per Share at which a grantee may subscribe for Shares on the exercise of an option (the “**Subscription Price**”) shall be such price determined by the Board in its absolute discretion and shall be no less than the higher of:

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

**Rights are personal to grantee**

An option is personal to the grantee and shall not be transferable or assignable and no grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest in favour of or enter into any agreement with any other person over or in relation to any option, except for the transmission of an option on the death of the grantee to his personal representative(s) on the terms of the Post-IPO Share Option Scheme.

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

Each grant of options to any director of our Company, the chief executive (as defined in the Listing Rules), the Chief Executive Officer or substantial Shareholder of our Company (or any of their respective associates) shall be subject to the prior approval of by the independent non-executive Directors of our Company (excluding any independent non-executive Director who is a proposed recipient of the grant of options).

Where any grant of options to a substantial Shareholder or an independent non-executive Director of our Company (or any of their respective associates) would result in the number of Shares issued and to be issued upon exercise of all options already granted and to be granted (including options exercised, cancelled and outstanding) to such person in the 12 month period up to and including the date of such grant:

- (i) representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue; and

- (ii) having an aggregate value, based on the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange on the date of grant, in excess of HK\$5 million (or such other higher amount as may from time to time be specified by the Stock Exchange),

such further grant of options must also be subject to the prior approval by the Shareholders (voting by way of poll) in general meeting. Our Company shall send a circular to the Shareholders in accordance with and containing such information as is required under the Listing Rules. All connected persons of our Company shall abstain from voting at such general meeting, except that any connected person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular to be sent to the Shareholders in connection therewith.

#### **Grant offer letter and notification of grant of options**

An offer shall be made to Eligible Persons by a letter in duplicate which specifies the terms on which the option is to be granted. Such terms may include any minimum period(s) for which an option must be held and/or any minimum performance target(s) that must be achieved, before the option can be exercised in whole or in part, and may include at the discretion of the Board or its delegate(s) such other terms either on a case basis or generally.

An offer shall be deemed to have been accepted and the option to which the offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the offer letter comprising acceptance of the offer duly signed by the grantee with the number of Shares in respect of which the offer is accepted clearly stated therein, together with a remittance in favour of our Company of HK\$1.00 by way of consideration for the grant thereof, is received by our Company within 20 business days from the date on which the letter containing the offer is delivered to the Eligible Person.

Any offer may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in Shares or a multiple thereof. To the extent that the offer is not accepted within 20 business days from the date on which the letter containing the offer is delivered to that Eligible Person, it shall be deemed to have been irrevocably declined.

#### **Restriction of grant of options**

No offer shall be made and no option shall be granted to any Eligible Person in circumstances prohibited by the Listing Rules or at a time when the Eligible Person would or might be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or law. No offer shall be made and no option shall be granted to any Eligible Person where the Company or such persons are in possession of any unpublished inside information in relation to our Company until such inside information has been published in an announcement in accordance with the Listing Rules. Furthermore, no offer shall be made and no option shall be granted:

- (i) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and

- (ii) during the period of 30 days immediately preceding the publication date of the half-year results or, if shorter, the period from the end of the relevant half-year period up to the publication date of the results.

Such period will also cover any period of delay in the publication of any results announcement.

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

An option may, subject to the rules of the Post-IPO Share Option Scheme and 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 our Company in such form as our Board may from time to time determine stating that the option is thereby exercised and the number of Shares in respect of which it is exercised.

#### **Cancellation of options granted**

In the event our Company reassigns an Eligible Person (who is an employee of the Company or any of the Group's affiliates) to a position of lower seniority, the Company may, at its sole discretion, cancel or reduce the total number of Shares such Eligible Person may purchase under the option, in which case any unvested portion of the option will be reduced to the level commensurate with the new position to which such Eligible Person is assigned.

Any breaches of the rules of the Post-IPO Share Option Scheme by a grantee may result in the options granted to such grantee being cancelled by our Company. Any options granted but not exercised may be cancelled if the grantee so agrees. Issuance of new options to the same grantee may only be made if there are unissued options available under the Post-IPO Share Option Scheme (excluding the cancelled options) and in compliance with the terms of the Post-IPO Share Option Scheme.

#### **Lapse of an option**

Without prejudice to the additional situations provided by our Board or its delegates(s), an option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (i) the expiry of the period within which an option may be exercised, which is to be determined and notified by the Board to each grantee at the time of making an offer, and shall not expire later than 10 years from the date of grant (the “**Option Period**”);
- (ii) the expiry of any of the periods for exercising the option as referred to in the paragraphs headed “Retirement, death or permanent physical or mental disability of an Eligible Person”, “Termination of employment of an Eligible Person”, “Rights on takeover and schemes of compromise or arrangement” and “Rights on a voluntary winding up” below; and
- (iii) the date on which the grantee commits a breach of the rules detailed under the heading “Rights are personal to grantee” above.

**Effects of alterations in the capital structure of our Company**

In the event of an alteration in the capital structure of our Company whilst any option remains exercisable by way of capitalisation of profits or reserves, rights issue, subdivision or consolidation of shares, or reduction of the share capital of our Company in accordance with legal requirements and requirements of the Stock Exchange (other than any alteration in the capital structure of our Company as a result of an issue of Shares as consideration in a transaction to which our Company is a party), such corresponding alterations (if any) shall be made to:

- (i) the number or nominal amount of Shares comprised in each option so far as unexercised;
- (ii) the Subscription Price;
- (iii) the method of exercise of the option; or
- (iv) any combination thereof,

as the auditors or a financial adviser engaged by our Company for such purpose shall, at the request of our Company, certify in writing, either generally or as regards any particular grantee, to be in their opinion fair and reasonable, provided always that any such adjustments should give each grantee the same proportion of the equity capital of our Company (or as nearly as possible but not greater than the same proportion of the equity capital of our Company) as that to which that grantee was previously entitled prior to such adjustments, and no adjustments shall be made which will enable a Share to be issued at less than its nominal value. The capacity of the auditors or financial adviser (as the case may be) is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on our Company and the grantees. The costs of the auditors or financial adviser (as the case may be) shall be borne by our Company.

**Retirement, death or permanent physical or mental disability of an Eligible Person**

If a grantee ceases to be an Eligible Person by reason of (i) death of the grantee, (ii) termination of the grantee's employment or contractual engagement with our Group or our Group's affiliate by reason of his/her permanent physical or mental disablement, or (iii) retirement of the grantee, the option may be exercised within the Option Period, or such other period as the Board or its delegate(s) may decide in their sole discretion.

In the case of death of a grantee, the option may be exercised within that period by the personal representatives of the grantee. In the case where a grantee no longer has any legal capacity to exercise the option, the 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 option is not exercised within the times mentioned above, the option shall lapse.

**Termination of employment of an Eligible Person**

If a grantee, being an employee whose employment is terminated by our Group or its affiliate by reason of the employer terminating the contract of employment without notice or



payment in lieu of notice, or the grantee having been convicted of any criminal offence involving his integrity or honesty, the option shall immediately lapse.

If a grantee is declared bankrupt or becomes insolvent or makes any arrangements or composition with his/her creditors generally, the option shall immediately lapse.

If a grantee being an employee ceases to be an Eligible Person due to termination of his/her employment or contractual engagement with our Group by reason of redundancy, the option may be exercised within three months of such cessation or within the Option Period, whichever is the shorter, or such other period as the Board or its delegate(s) may decide in their sole discretion.

If a grantee ceases to be an Eligible Person other than in any of the circumstances described above, unless otherwise provided in the letter containing the offer, a grantee may exercise his/her option within three months of such cessation or within the Option Period, whichever is the shorter, or such other period as the Board or its delegate(s) may decide in their sole discretion.

#### **Rights on takeover and schemes of compromise or arrangement**

If a general offer by way of takeover or otherwise (other than by way of scheme of arrangement) is made to all our Shareholders (other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant option, our Company shall forthwith give notice thereof to the grantee and the grantee shall be entitled to exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, at any time within such period as shall be notified by our Company.

If a general offer for Shares by way of scheme of arrangement is made to all our Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company.

If a compromise or arrangement between our Company and our members or creditors is proposed, our Company shall give notice to the grantee on the same date as we dispatch the notice to each member or creditor of our Company summoning the meeting to consider such a compromise or arrangement, and thereupon the grantee (or his personal representatives) may until the expiry of the period commencing with such date and ending with the earlier of the date 2 calendar months thereafter or the date on which such compromise or arrangement is sanctioned by the court exercise any of his options (to the extent not already exercised) whether in full or in part, but the exercise of an option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective, and upon such compromise or arrangement becoming effective, all options shall lapse except insofar as previously exercised under the Post-IPO Share Option Scheme. Our Company may require the grantee to transfer or otherwise deal with the Shares issued as a result of the exercise of options in these circumstances so as to place the grantee in the same position, as nearly as possible, as would have been the case had such Shares been subject to such compromise or arrangement. If the option is not exercised within the time specified, the option shall lapse.

**Rights on a voluntary winding up**

In the event a notice is given by our Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall on the same date as or soon after it dispatches such notice to each member of our Company give notice thereof to all grantees (together with a notice of the existence of the provisions of this rule) and thereupon, each grantee (or his personal representatives) shall be entitled to exercise all or any of his options (to the extent not already exercised) at any time not later than 2 business days prior to the proposed general meeting of our Company by giving notice in writing to our Company, accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given whereupon our Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the grantee credited as fully paid. If the option is not exercised within the time specified, the option shall lapse.

**Ranking of Shares**

The Shares to be allotted and issued upon the exercise of an option shall be identical to the then existing issued shares of our Company and subject to all the provisions of the Memorandum and Articles and will rank *pari passu* with fully paid Shares in issue on the date the name of the grantee is registered on the register of members of our Company or if that date falls on a day when the register of members of our Company is closed, the first day of the re-opening of the register of members, save that the grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of our Company) declared or recommended or resolved to be paid to the Shareholders on the register on a date prior to such registration.

**Duration**

The Post-IPO Share Option Scheme shall be valid and effective for the period of ten years commencing on the Listing Date (after which, no further options shall be offered or granted), but in all other respects the provisions of the Post-IPO Share Option Scheme shall remain in full force and effect to the extent necessary to give effect to the exercise of any options granted prior thereto or otherwise as may be required in accordance with the provisions of the rules of the Post-IPO Share Option Scheme.

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

The Board may amend or vary any of the provisions of the Post-IPO Share Option Scheme (including without limitation amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of the Post-IPO Share Option Scheme, which are not found in Chapter 17 of the Listing Rules) at any time (but not so as to affect adversely any rights which have accrued to any grantee at that date).

Those specific provisions of the Post-IPO Share Option Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of Eligible

Person, and no changes to the authority of the administrator of the Post-IPO Share Option Scheme in relation to any alteration of the terms of the Post-IPO Share Option Scheme shall be made, without the prior approval of Shareholders in general meeting. Any alterations to the terms of the Post-IPO Share Option Scheme which are of a material nature, or any change to the terms and conditions of Options granted, must also, to be effective, be approved by the Shareholders in general meeting and the Stock Exchange, except where the alterations take effect automatically under the existing terms of the Post-IPO Share Option Scheme. The options and the Post-IPO Share Option Scheme so altered must comply with Chapter 17 of the Listing Rules. Any change to the authority of the Directors or scheme administrators in relation to any alteration to the terms of the Post-IPO Share Option Scheme must be approved by Shareholders of our Company in general meeting.

Notwithstanding any provisions to the contrary in the Post-IPO Share Option Scheme, if on the relevant date of exercise there are restrictions or conditions imposed by the relevant laws and regulations to which the grantee is subject and the grantee has not obtained approval, exemption or waiver from the relevant regulatory authorities for the subscription of and dealing in the Shares, the grantee may sell the options to such transferee, subject to the approval by the Board, which shall not unreasonably withhold or delay such approval. In the event that the options are transferred to a connected person of our Company, no Shares shall be allotted and issued upon the exercise of the options by a connected person of our Company unless the Board is satisfied that the allotment and issue of Shares will not result in any breach of the Listing Rules, the Articles, the Companies Law or the Takeovers Code.

### **Termination**

The Shareholders by ordinary resolution in general meeting or the Board may at any time resolve to terminate the operation of the Post-IPO Share Option Scheme prior to the expiry of the Post-IPO Share Option Scheme and in such event no further options will be offered or granted but the provisions of the Post-IPO Share Option Scheme shall remain in full force to the extent necessary to give effect to the exercise of any options granted prior thereto or otherwise as may be required in accordance with the provisions of the Post-IPO Share Option Scheme. Options complying with the provisions of Chapter 17 of the Listing Rules which are granted during the life of the Post-IPO Share Option Scheme and remain unexercised and unexpired immediately prior to the termination of the operation of the Post-IPO Share Option Scheme shall continue to be valid and exercisable in accordance with their terms of issue after the termination of the Post-IPO Share Option Scheme.

Details of the options granted, including options exercised or outstanding, under the Post-IPO Share Option Scheme shall be disclosed in the circular to the Shareholders seeking approval of the new scheme established after the termination of the Post-IPO Share Option Scheme.

### **OTHER INFORMATION**

#### **Estate duty**

Our Directors have been advised that no material liability for estate duty is likely to fall on our Company or any of our subsidiaries.

### Litigation

Save as disclosed in this document and so far as our Directors are aware, no litigation or claim of material importance is pending or threatened against any member of our Group.

### 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, the Shares to be issued pursuant to the Global Offering (including any Shares which may fall to be issued pursuant to the exercise of the Over-allotment Option) and any Shares to be allotted and issued upon the exercise of the options which have been granted under the Pre-IPO Share Option Scheme and the options which may be granted under the Post-IPO Share Option Scheme.

CICC satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules. Due to certain banking relationships between the group comprising Credit Suisse and certain connected persons of the Company, Credit Suisse may not be considered independent under the 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 million for acting as sponsors to the Company in connection with the Listing.

### Consents of experts

The following experts have each given and have not withdrawn their respective written consents to the issue of this document with copies of their reports, letters, opinions or summaries of opinions (as the case may be) and the references to their names included herein in the form and context in which they are respectively included:

Name	Qualification
China International Capital Corporation Hong Kong Securities Limited	A licensed corporation to conduct type 1 (dealing in securities), type 2 (dealing in future contracts), type 4 (advising on securities), type 5 (advising on futures contracts) and type 6 (advising on corporate finance) regulated activities under the SFO
Credit Suisse (Hong Kong) Limited	A licensed corporation to conduct type 1 (dealing in securities), type 2 (dealing in future contracts), type 4 (advising on securities), type 5 (advising on futures contracts), type 6 (advising on corporate finance), and type 9 (asset management) of the regulated activities as defined under the SFO
Grandall Law Firm (Shanghai)	Qualified PRC Lawyers
Maples and Calder (Hong Kong) LLP	Cayman Islands attorneys-at-law
Deloitte Touche Tohmatsu	Certified public accountants
Cushman & Wakefield Limited	Independent industry consultant and independent property valuer

As of 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.

**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.

**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).

**Preliminary expenses**

The preliminary listing expenses of the Global Offering are estimated to be approximately RMB225.1 million and are payable by our Company.

**Disclaimers**

- (a) Save as disclosed in this document, within the two years immediately preceding the date of this document:
  - (i) no share or loan capital or debenture of our Company or any of our subsidiaries has been issued or agreed to be issued or is proposed to be issued for cash or as fully or partly paid otherwise than in cash;
  - (ii) no commissions, discounts, brokerages or other special terms have been granted, have been paid or are payable in connection with the issue or sale of any share or loan capital of our Company or any of its subsidiaries by our Company for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares in or debentures of our Company or any of our subsidiaries; and
  - (iii) taking no account of any Shares which may be issued under the Global Offering and allotted and issued pursuant to the options granted or which may be granted under the Pre-IPO Share Option Scheme and the Post-IPO Share Option Scheme, so far as is known to any Director or chief executive of the Company, no other person (other than a Director or chief executive of the Company) will, immediately following completion of the Global Offering,

have interests or short positions in the Shares and underlying shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or (not being a member of the Group), be interested, directly or indirectly, 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 member of the Group.

- (b) Save as disclosed in this document:
- (i) we do not have any promoter and no cash, securities or other benefit has been paid, allotted or given nor are any proposed to be paid, allotted or given to any promoters in connection with the Global Offering and the related transactions described in this document;
  - (ii) there are no founder, management or deferred shares nor any debentures in our Company or any of our subsidiaries;
  - (iii) no share or loan capital or debenture of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
  - (iv) none of the Directors or the experts named in the part headed “– Other information – Consents of experts” above has any direct or indirect interest 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 the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;
  - (v) there is no arrangement under which future dividends are waived or agreed to be waived;
  - (vi) our Company has no outstanding convertible debt securities or debentures;
  - (vii) we do not have any issued and outstanding, authorised or otherwise created but unissued debt securities or term loans;
  - (viii) there are no contracts for hire or hire purchase of plant to or by us for a period of over one year which are substantial in relation to our business; and
  - (ix) none of the Directors are materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of the Group.