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## INTEREST DISCLOSEABLE UNDER THE SFO AND SUBSTANTIAL SHAREHOLDERS

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So far as is known to our Directors, immediately following completion of the [●] and Capitalisation Issue (but without taking into account of any Shares which may be taken up under the [●] or any Shares which may be allotted and issued upon the exercise of [the [●] and] the options to be granted under the Share Option Scheme), the following persons will have an interest or a short position in the Shares or underlying Shares which would fall to be disclosed to us under the provisions of Divisions 2 and 3 of Part XV of the SFO, or, will be, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other members of our Group:

Name	Company/ Name of Group member	Capacity	Class and number of securities	Approximate percentage of shareholding
Mr. Shao ( <i>Note 1</i> )	Our Company	Beneficial owner	[●] Shares (L)	[●%]
ZHOU Shao-min (周少敏) ( <i>Note 2</i> )	Our Company	Interest of spouse	[●] Shares (L)	[●%]

*Notes:*

1. Subject to any borrowing arrangement which may be effected under the Stock Borrowing Agreement, [●] Shares will on the [●] Date be beneficially owned by Mr. Shao.
2. Madam Zhou Shao-min is the spouse of Mr. Shao and is accordingly deemed to be interested in all the Shares owned by Mr. Shao.

## RESTRICTIONS ON DISPOSAL OF SHARES

Pursuant to Rule 10.07(1) of the Listing Rules, Mr. Shao has undertaken to our Company, the Stock Exchange, the [●] and [●] (for itself and on behalf of [●]) that, save as pursuant to the [●], they will not and will procure the relevant registered holder not to:

- (i) except pursuant to the Stock Borrowing Agreement, in the period commencing from the date of this document and ending on the date which is six months from the [●] Date (the “**First Six-Month Period**”), dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares (or any interest therein) in respect of which he is shown in this document to be the beneficial owner immediately after completion of the [●]; and
- (ii) in the period of six months commencing on the date falling the expiration of the First Six-Month Period, dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, the Shares (or any interest therein) in respect of which he is shown in this document to be the beneficial owner if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, taken as a whole would cease to be a controlling Shareholder.

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Mr. Shao has also undertaken to our Company and the Stock Exchange that, within the 12 months from the [●] Date, he will:

- (i) when he or the registered owner pledges or charges any securities or interests in the securities of our Company beneficially owned by him, whether directly or indirectly, in favour of an authorised institution pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, immediately inform our Company of such pledge or charge together with the number of securities so pledged or charged; and
- (ii) when he receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged securities or interests in the securities of our Company will be disposed of, immediately inform our Company of such indications.

Our Company will inform the Stock Exchange as soon as practicable after it has been informed of the matters referred to in (i) or (ii) above by Mr. Shao and disclose such matters by way of an announcement in compliance with the Listing Rules.