

- (y) Neither the Company nor any member of the Group own any real property. Save as Disclosed, each real property, land or building, as applicable, held under lease by the Company or any other member of the Group is held by it under a lease that has been duly authorized and executed and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, individually or in the aggregate, interfere with the use made and proposed to be made of such property or asset by the Company or such other member of the Group materially.
- (z) Save as Disclosed, each of the Company and other members of the Group is making or has made contribution to, or participates or has participated in, and has no material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person in all material respects.
- (aa) Each of the Group Members has filed or caused to be filed punctually tax returns which are required to be filed by it. All Taxation (including interest and penalties) payable by, or due from any Group Member have been fully paid or fully provided for in the books and financial statements of the Company or such other Group Member in all material respects. To the Knowledge of the Company, no examination of any return of the Company or any other Group Member is currently in progress and neither the Company nor any other Group Members has received notice of any proposed audit or examination. There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any Taxation return or any assessment of Taxes of the Company or any other Group Member.
- (bb) No Group Member has, at any time:
 - (1) obtained or sought to obtain a Taxation advantage through any fraud or evasion; or
 - (2) made or entered into any arrangement, undertaking or scheme which was at the time it was entered into a sham or fiscal nullity.
- (cc) All statements of fact contained in any announcements published or to be published by the Company in relation to the transactions contemplated under this Agreement are true and accurate in all material respects and not misleading, and all statements of opinion, intention, expectation or estimates of the Directors in relation to the Company and/or any other member(s) of the Group contained therein (if any) are truly and honestly held and have been made on reasonable grounds after due and careful consideration, and there is no other fact or matter omitted therefrom the omission of which would make any statement therein untrue, inaccurate or misleading, or which is otherwise material in the context of any of the Subscription.
- (dd) The Company has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its obligations thereunder. All action on the part of the Company (and, as applicable, its officers, directors and shareholders) necessary for the authorisation, execution and delivery of this Agreement and the performance of all its obligations thereunder, and, the authorisation, issue (or reservation for issue), and delivery of the Shares, has been taken or will be taken prior to the Closing. This Agreement has been duly executed and delivered by the Company at or prior to Closing. This Agreement is, or when executed and delivered by the Company shall be, valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms.
- (ee) None of the Memorandum and Articles and any constitutional documents of any other Group Member contain any provision which would restrict the payment of any amount due to the Investor pursuant to this Agreement.
- (ff) All information (whether oral, written, electronic or in any other form) supplied by or on behalf of the Seller, the Company, any other member of the Group or any of their respective officers,

directors, employees or advisers, for the purpose of or in connection with the Sale or the Subscription, is and was, when supplied, true and accurate in all material respects and not misleading.

SCHEDULE 2

15 July, 2022

To: GFLY LTD. (the “Investor”)

DISCLOSURE LETTER

This disclosure letter (this “**Disclosure Letter**”) has been prepared and delivered for the purpose of the transactions as contemplated by the Subscription Agreement in relation to the issue of 437,500,000 ordinary shares in Kingwisoft Technology Group Company Limited dated 15 July, 2022 (the “**Subscription Agreement**”) by and among Kingwisoft Technology Group Company Limited (the “**Company**”) and the Investor. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Subscription Agreement.

This Disclosure Letter shall be incorporated by reference to the Subscription Agreement and be considered an integral part of the Subscription Agreement. The section numbers below correspond to the section numbers of the representations and warranties in Schedule 1 to the Subscription Agreement.

This Disclosure Letter constitutes formal written disclosure by the Company to the Investor of facts and circumstances, which are relevant to the Company Warranties. The Company Warranties are made and given subject to the disclosures contained in this Disclosure Letter, and the Company shall not be in breach of any of the Company Warranties in respect of the matters against which the specific disclosure has been made and the fact, matter or circumstance and information giving rise to the claim has been specifically disclosed in this Disclosure Letter.

Paragraphs (b), (g), (h),

2022 年 5 月 1 日生效的《国务院关于修改和废止部分行政法规的决定（2022 年 4 月）》（“**外资电信新规**”）修改外商投资电信企业申请《增值电信业务经营许可证》的限制，原则上公司可以穿透持有境内运营公司的最大持股比例为 50%，未来可能需要对目前的 100%VIE 协议控制进行重组调整。

大连智银互联网科技有限公司的申请 ICP 证（B24 类）的资料已全部提交，已经取得《外商投资经营电信业务审定意见书》。六安金慧科技有限公司、绵阳金慧致远互联网服务有限公司、濮阳金慧融智科技有限公司、锦州市金慧融智科技有限公司、萍乡金慧融智科技有限公司正在同步推进申请 ICP 证的进度。泸州金慧融智数据服务有限公司、襄阳金慧互联网科技有限公司、青岛南邮信息技术有限公司、成都金慧融智数据服务有限公司、大连金慧融智网络服务外包有限公司取得了 ICP 证（B25 类），未取得 ICP 证（B24 类），将视业务开展情况安排推进申请 ICP 证（B24 类）。

Paragraphs (b)

四川佰合国利信息网络有限公司境内集团成员及相关子公司和 ZZCI Investment Management Limited、ZZCI (Cayman) GP I Limited、ZZCI (Cayman) I LP、ZZCI Investment Fund I LP、ZZ Capital Index Holdings (BVI) Limited 和 ZZCI Emerald

Investments Limited 境外集团成员及相关子公司目前均无实际业务经营，也无明确经营或注销计划，安吉美行文化旅游发展公司、ZZ Capital International (US) LLC 已注销，内蒙古中植旅游集团有限公司、中植旅游服务（呼伦贝尔）有限公司已启动注销程序。

Paragraphs (g), (h), (i),

大连金慧融智科技股份有限公司将一部分承接的利润率较低、工作量较大的业务外包给供应商，未取得招标方明确书面同意。

Paragraph (d)

大连金慧融智科技股份有限公司、四川佰合国利信息网络有限公司、泸州金慧融智数据服务有限公司、青岛南邮信息技术有限公司、襄阳金慧互联网科技有限公司、昆山金慧信息科技有限公司、大连金慧融智网络服务外包有限公司、智聘(北京)人力资源有限公司未完成注册资本实缴。

Paragraph (e), (f), (m)

浦发借款相关借款协议、招商借款相关借款包含控制权变更条款，集团实际控制人或大股东变化需通知贷款人并配合落实相关措施或取得事先书面同意。

Paragraph (g), (h)

大连金慧与绵阳经济技术开发区管理委员会于 2018 年 8 月 3 日签署的《项目投资合作协议》和《项目投资补充协议》，存在业绩指标和投资规模限制，且根据《国务院关于清理规范税收等优惠政策的通知》（国发[2014]62 号），未经国务院批准，各地区、各部门不得对企业规定财政优惠政策。公司未提供政策扶持的执行情况以及公司达标情况。

Paragraph (w)

大连金慧融智科技股份有限公司就使用的商业标识 “金慧科技” 向国家知识产权局所提出的商标申请（申请号为 20928345、20928262、20928276）被驳回。

公司尚未向投资人提供通过受让方式取得的 7 项软件著作权的签署版转让合同以及转让对价支付凭证。

Paragraph (h), (y)

公司未向投资人提供集团成员全部承租物业的房屋权属证明文件。

除了大连金慧融智科技股份有限公司及其存在业务经营的 13 家集团成员外，其他境内集团成员无实际经营业务，因此未承租任何租赁物业，该等集团成员的注册地址目前无实际办公场所。

集团成员尚未就其境内 53 项租赁物业的租赁合同办理租赁备案文件。

Paragraph (h), (z)

大连金慧融智科技股份有限公司已向投资人完整披露了大连金慧融智科技股份有限公司及其他集团成员之全体员工缴纳社会保险和住房公积金的实际情况。

集团成员委托第三方机构大连易才人力资源顾问有限公司为其部分员工按当地政策代为办理社会保险、缴纳住房公积金。

集团成员和境内员工之间未约定明确的竞业限制条款，尚未向投资人提供全部关键员工的签署版劳动合同、保密协议及竞业禁止协议。

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Disclosure Letter as of the date and year first above written.

For and on behalf of
KINGWISOFT TECHNOLOGY GROUP COMPANY LIMITED

By: 
Name: 刘洋
Title: Director

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

COMPANY:

**Kingwisoft Technology Group Company
Limited**

(金慧科技集團股份有限公司)

By: _____

Name: _____

Capacity: _____

刘洋
Director



INVESTOR:

GFLY LTD.

For and on behalf of
Gfly Ltd.



.....
Authorized Signature(s)

By: _____

Name: *LYU WENYANG*

Capacity: *Director*