0001104659-24-067768S-1 Structure Therapeutics Inc. 20240603202406031602381602391602390 0001104659-24-067768 S-1 16 20240603 20240603 Structure Therapeutics Inc. 0001888886 2834 981480821 E9 1231 S-1 33 333-279915 241013523 611 GATEWAY BLVD SUITE 223 SOUTH SAN FRANCISCO CA 94080 (628) 229-9277 611 GATEWAY BLVD SUITE 223 SOUTH SAN FRANCISCO CA 94080 ShouTi Inc. 20211019 S-1 1 tm2414821-5_s1.htm S-1 tm2414821-5_s1 - none - 8.2187935s TABLE OF CONTENTS As filed with the Securities and Exchange Commission on June 3, 2024. Registration No. 333-â€‡â€‡â€‡â€‡â€‡â€‡â€‹ â€‹ â€‹ UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 â€‹ FORM S-1 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 â€‹ Structure Therapeutics Inc. (Exact name of registrant as specified in its charter) â€‹ â€‹ Cayman Islands (State or other jurisdiction of incorporation or organization)â€‹ â€‹ â€‹ 2834 (Primary Standard Industrial Classification Code Number)â€‹ â€‹ â€‹ 98-1480821 (I.R.S. Employer Identification Number) â€‹ 601 Gateway Blvd., Suite 900 South San Francisco, CA 94080 (650) 457-1978 (Address, including zip code, and telephone number, including area code, of registrantâ€™s principal executive offices)â€‹ â€‹ Raymond Stevens, Ph.D. Chief Executive Officer Structure Therapeutics Inc. 601 Gateway Blvd., Suite 900 South San Francisco, CA 94080 (650) 457-1978 (Name, address, including zip code, and telephone number, including area code, of agent for service)â€‹ â€‹ Copies to: â€‹ Charles S. Kim Patrick Loofbourrow Carlos Ramirez Su Lian Lu Cooley LLP 10265 Science Center Drive San Diego, CA 92121 (858) 550-6000 â€‹ â€‹ Matthew T. Bush Cheston Larson Latham & Watkins LLP 12670 High Bluff Drive San Diego, CA 92130 (858) 523-5400 â€‹ Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement. If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to RuleÂ 415 under the Securities Act of 1933, check the following box. â˜ If this Form is filed to register additional securities for an offering pursuant to RuleÂ 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. â˜ If this Form is a post-effective amendment filed pursuant to RuleÂ 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. â˜ If this Form is a post-effective amendment filed pursuant to RuleÂ 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. â˜ Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions ofâ€‰ â€œlarge accelerated filer,â€ â€œaccelerated filer,â€ â€œsmaller reporting company,â€ and â€œemerging growth companyâ€ in RuleÂ 12b-2 of the Exchange Act. â€‹ Large accelerated filer â€‹ â€‹ â˜ â€‹ â€‹ Accelerated filer â€‹ â€‹ â˜ â€‹ â€‹ Non-accelerated filer â€‹ â€‹ â˜’ â€‹ â€‹ Smaller reporting company â€‹ â€‹ â˜’ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ Emerging growth company â€‹ â€‹ â˜’ â€‹ If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to SectionÂ 7(a)(2)(B) of the Securities Act. â˜ â€‹ The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with SectionÂ 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said SectionÂ 8(a), may determine. â€‹ â€‹ TABLE OF CONTENTS The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities, and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted. SUBJECT TO COMPLETION, DATED JUNE 3, 2024 8,000,000 American Depositary Shares Representing 24,000,000 Ordinary Shares Pre-Funded Warrants to Purchase Ordinary Shares Represented by American Depositary Shares â€‹ We are offering 8,000,000 American Depositary Shares (â€œADSsâ€), representing 24,000,000 ordinary shares, par value $0.0001 per share. Each ADS represents three ordinary shares. We are also offering to certain purchasers, if any, whose purchase of ADSs in this offering would otherwise result in such purchasers, together with its affiliates and certain related parties, beneficially owning more than 4.99% (or, at the election of the purchaser, 9.99%) of our outstanding ADSs immediately following the offering, the opportunity to purchase, if such purchaser chooses, pre-funded warrants to purchase ordinary shares, represented by ADSs, in lieu of ADSs. The purchase price of each pre-funded warrant equals the price per ADS at which the ADSs are being sold to the public in this offering, minus $0.0001, which is the exercise price per ordinary share of each pre-funded warrant. The pre-funded warrants will be immediately exercisable and may be exercised at any time until all of the pre-funded warrants are exercised in full, subject to an ownership limit. This offering also relates to the ADSs issuable upon exercise of any pre-funded warrants sold in this offering. For each pre-funded warrant we sell, the number of ADSs we are offering will be decreased on a one-for-one basis. Our ADSs are listed on the Nasdaq Global Market (â€œNasdaqâ€), under the symbol â€œGPCR.â€ The last reported sale price of our ADSs on Nasdaq on May 31, 2024 was $34.20 per ADS. There is no established public market for the pre-funded warrants, and we do not intend to list the pre-funded warrants on any securities exchange or nationally recognized trading system, including Nasdaq. We are an â€œemerging growth companyâ€ and a â€œsmaller reporting companyâ€ as those terms are defined under the federal securities laws and, as such, we have elected to comply with certain reduced reporting requirements for this prospectus and may elect to do so in future filings. â€‹ There are legal and operational risks associated with having certain of our operations in China, including risks related to Chinese and U.S. regulations, changes in the legal, political and economic policies of the Chinese government, and the relations between China and the United States which may affect our business, financial condition, results of operations and the market price of our ADSs. Any such changes could potentially limit our ability to offer or continue to offer our ADSs to investors, and could potentially cause the value of our ADSs to decline. Investing in our securities involves a high degree of risk. See the section titled â€œRisk Factorsâ€ beginning on page 17 to read about factors you should consider before deciding to invest in our ADSs. â€‹ â€‹ â€‹ Per ADS â€‹ â€‹ Per Pre-Funded Warrant â€‹ â€‹ Total â€‹ Public offering price â€‹ â€‹ â€‹ $ â€‡â€‡â€‡ â€‹ â€‹ â€‹ â€‹ $ â€‡â€‡â€‡ â€‹ â€‹ â€‹ â€‹ $ â€‡â€‡â€‡ â€‹ â€‹ Underwriting discounts and commissions(1) â€‹ â€‹ â€‹ $ â€‹ â€‹ â€‹ â€‹ $ â€‹ â€‹ â€‹ â€‹ â€‹ $ â€‹ â€‹ Proceeds to Structure Therapeutics Inc., before expenses â€‹ â€‹ â€‹ $ â€‹ â€‹ â€‹ â€‹ $ â€‹ â€‹ â€‹ â€‹ â€‹ $ â€‹ â€‹ â€‹ â€‹ (1) See the section titled â€œUnderwritingâ€ for additional information regarding underwriter compensation. â€‹ We have granted the underwriters an option for a period of 30Â days to purchase an additional 1,200,000 ADSs. If the underwriters exercise the option in full, the total underwriting discounts and commissions payable by us will be $â€‡â€‡â€‡â€‡â€‡â€‡and the total proceeds to us, before expenses, will be $â€‡â€‡â€‡â€‡â€‡â€‡. Delivery of the ADSs and pre-funded warrants is expected to be made on our about â€‡â€‡â€‡â€‡â€‡â€‡â€‡â€‡ â€‡â€‡, 2024. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense. â€‹ Goldman Sachs & Co. LLC Morgan Stanley Jefferies Leerink Partners Guggenheim Securities BMO Capital Marketsâ€‹ Prospectus datedâ€‡â€‡â€‡â€‡â€‡â€‡â€‡â€‡ â€‡â€‡, 2024 TABLE OF CONTENTSâ€‹ Â TABLE OF CONTENTS â€‹ We and the underwriters have not authorized anyone to provide you with any information or to make any representations other than those contained or incorporated by reference in this prospectus or in any free writing prospectuses we have prepared. We and the underwriters take no responsibility for, and can provide no assurance as to, the reliability of, any other information that others may give you. We are offering to sell, and seeking offers to buy, our ADSs, pre-funded warrants or ordinary shares only in jurisdictions where offers and sales are permitted. The information contained or incorporated by reference in this prospectus or in any applicable free writing prospectus is accurate only as of the date of this prospectus or any such free writing prospectus, as applicable, regardless of its time of delivery or of any sale of our ADSs, pre-funded warrants or ordinary shares. Our business, financial condition, results of operations and future growth prospects may have changed since that date. For investors outside the United States:Â Â Â Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of our ADSs, pre-funded warrants or ordinary shares and the distribution of this prospectus outside of the United States. Â i TABLE OF CONTENTSâ€‹ Â PROSPECTUS SUMMARY This summary highlights selected information contained in greater detail elsewhere in this prospectus or incorporated by reference herein. Before investing in our securities, you should carefully read this entire prospectus, including the information incorporated by reference herein, especially the matters discussed in the information set forth under the sections titled â€œRisk Factorsâ€ in this prospectus and in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, and the section titled â€œManagementâ€™s Discussion and Analysis of Financial Condition and Results of Operations,â€ and our consolidated financial statements and the related notes included in our Annual Report on Form 10-K for the year ended DecemberÂ 31, 2023 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, each of which are incorporated by reference herein. Unless the context otherwise requires, the terms the â€œCompany,â€ â€œStructure Therapeutics,â€ â€œwe,â€ â€œus,â€ â€œourâ€ and similar references in this prospectus refer to Structure Therapeutics Inc. and its subsidiaries. Overview We are a clinical stage global biopharmaceutical company aiming to develop and deliver novel oral therapeutics to treat a wide range of chronic diseases with unmet medical need. Our differentiated technology platform leverages structure-based drug discovery and computational chemistry expertise and enables us to develop oral small molecule therapeutics for the treatment of various diseases including those impacting the metabolic, cardiovascular, and pulmonary systems. In FebruaryÂ 2023, we completed our initial public offering for net proceeds of approximately $166.7Â million, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. In SeptemberÂ 2023, we entered into a share purchase agreement with certain institutional investors, pursuant to which we issued and sold an aggregate of 21,617,295 ordinary shares and 2,401,920 non-voting ordinary shares for net proceeds of approximately $281.5 million. Our initial focus is on G-protein coupled receptors (â€œGPCRsâ€) as a therapeutic target class. GPCRs regulate numerous diverse physiological and pathological processes, and approximately one in every three marketed medicines targets GPCR-associated pathways. By leveraging our world-class GPCR know-how, we aim to design differentiated small molecule therapies to overcome the limitations of biologics and peptide therapies targeting this family of receptors. We are developing

GSBR-1290, our oral small molecule product candidate targeting the validated glucagon-like-peptide-1 receptor (â€œGLP-1Râ€) for the treatment of type 2 diabetes mellitus (â€œT2DMâ€) and obesity. We completed our PhaseÂ 1 single ascending dose (â€œSADâ€) study of GSBR-1290 in SeptemberÂ 2022. GSBR-1290 was generally well tolerated and demonstrated dose-dependent pharmacokinetic (â€œPKâ€) and pharmacodynamic (â€œPDâ€) activity. We submitted an investigational new drug (â€œINDâ€) application to the U.S. Food and Drug Administration (â€œFDAâ€) to support initiation of a PhaseÂ 1b study in T2DM and obesity and received FDA allowance in SeptemberÂ 2022. We initiated the PhaseÂ 1b multiple ascending dose (â€œMADâ€) study of GSBR-1290 in JanuaryÂ 2023 and completed dosing in otherwise healthy overweight subjects in MarchÂ 2023. In May 2023, we submitted a protocol amendment to the FDA and initiated dosing of the PhaseÂ 2a proof-of-concept study in T2DM and obesity. We reported topline data for the 28-day PhaseÂ 1b MAD study in SeptemberÂ 2023, in which GSBR-1290 was generally well-tolerated with no adverse event-related discontinuations and demonstrated an encouraging safety profile and significant weight loss of up to 4.9% placebo-adjusted, supporting once-daily dosing. In December 2023, we reported clinically meaningful topline data from our Phase 2a T2DM cohort, interim results from our Phase 2a obesity cohort and topline data from a Japanese ethno-bridging study of GSBR-1290. These data demonstrated that GSBR-1290 was generally well-tolerated, with no treatment-related serious adverse events (â€œSAEsâ€) over 12Â weeks, with only one participant discontinuing the study due to adverse events in the T2DM cohort and none in the obesity cohort. GSBR-1290 also showed significant reduction in weight in the obesity cohort at 8 weeks, and significant reductions in hemoglobin A1c (â€œHbA1câ€) and weight in the T2DM cohort. In June 2024, we reported positive topline data from our Phase 2a obesity study, in which GSBR-1290 demonstrated a clinically meaningful and statistically significant placebo-adjusted mean decrease in weight of 6.2% at 12 weeks (p<0.0001, using least-squares means (â€œLSMâ€) and analyzed based on the primary efficacy estimand using a mixed model for repeated measures) and demonstrated generally favorable safety and tolerability results following repeated, daily dosing up to 120mg. Furthermore, we explored a new tablet formulation of GSBR-1290 in a capsule to tablet PK study, which demonstrated a placebo-adjusted mean weight loss of up to 6.9% with the tablet formulation at 12 weeks (p<0.0001, using LSM and analyzed based on the primary efficacy estimand using a mixed model for repeated measures). We anticipate Â 1 TABLE OF CONTENTS Â submitting an IND to the FDA in the third quarter of 2024 to support initiation of a trial in chronic weight management and expect to initiate a global Phase 2b study for obesity in the fourth quarter of 2024. Details of the Phase 2 development plan in T2DM are expected to be determined in the second half of 2024. The following table summarizes key information on our current product candidates: Metabolic Diseases We are initially advancing our GLP-1R franchise as a treatment for obesity and T2DM, conditions affecting approximately 764 million and 537Â million people worldwide, respectively. We believe our GLP-1R programs have demonstrated qualities that offer the potential to differentiate them from current approved and development stage programs. â€¢ Selective GLP-1R Program:Â Â Â GSBR-1290 is a biased GLP-1R agonist which has demonstrated dose-dependent activation of the G-protein pathway. GSBR-1290 has also demonstrated glucose-dependent insulin secretion and suppressed food intake with similar activity to an approved injectable peptide GLP-1R agonist in preclinical models. The product candidate is designed to be orally administered, without restrictions on diet or concomitant therapy. â€‹ â€¢ GLP-1R Combination:Â Â Â Our combination and next generation small molecule program is focused on GLP-1R candidates, including GLP-1R/GIPR agonists and amylin agonists, each designed with customized properties to achieve additional benefits like enhanced metabolic control. Our APJR agonist, ANPA-0073, is being evaluated for selective or muscle-sparing weight loss. ANPA-0073, is a G-protein biased APJR agonist for which we completed a Phase 1 SAD and MAD study, in which it was generally well tolerated as a single dose from 2mg to 600 mg, and at doses from 75 mg toÂ 500 mg once daily dosing for seven days, with no SAEs reported. â€‹ Pulmonary and Cardiovascular Diseases We are evaluating our LPA1R program, LTSE-2578 for idiopathic pulmonary fibrosis (â€œIPFâ€) and progressive pulmonary fibrosis. Our LPA1R program, LTSE-2578, is an investigational oral small molecule LPA1R antagonist. We believe LTSE-2578 is a differentiated molecule because it demonstrated potent in vitro and in vivo activity in preclinical IPF models and dose dependent inhibition of histamine release as the PD marker. We plan to initiate a first-in-human study in the second quarter of 2024. Intellectual Property For our GLP-1R program, as of MayÂ 31, 2024, our wholly-owned subsidiary Gasherbrum Bio, Inc., is the sole owner of four granted U.S. patents and 13 pending U.S. patent applications, 13 Patent Cooperation Â 2 TABLE OF CONTENTS Â Treaty (â€œPCTâ€), applications, and 98 pending foreign patent applications in Argentina, the African Regional Intellectual Property Organization (â€œARIPOâ€), Australia, Brazil, Canada, Chile, the Peopleâ€™s Republic of China, Colombia, Costa Rica, Dominican Republic, Egypt, the Eurasian Patent Office (the â€œEAPOâ€), the European Patent Office (the â€œEPOâ€), Guatemala, Hong Kong, Indonesia, Israel, India, Japan, South Korea, Mexico, Malaysia, New Zealand, Panama, Peru, Philippines, Saudi Arabia, Singapore, Thailand, Taiwan, Ukraine, Vietnam, and South Africa. These patent applications, to the extent they issue (or in the case of priority applications, if issued from future non-provisional applications that we file), are expected to expire between 2041 and 2044, without accounting for potentially available patent term adjustments or extensions. These patent applications relate to compositions of matter of heterocyclic GLP-1 agonists, including GSBR-1290 and its analogs, solid forms and methods of treating conditions associated with GLP-1R activity. We intend to strengthen the patent protection of our product candidates and other discoveries, inventions, trade secrets and know-how that are critical to our business operations through additional patent application filings. For our APJR program, as of May 31, 2024, our wholly-owned subsidiary Annapurna Bio, Inc. is the sole owner of three granted U.S. patents, four pending U.S. patent applications, two PCT applications, over 40 issued foreign patents, and 24 pending foreign patent applications in Argentina, Australia, Brazil, Canada, the Peopleâ€™s Republic of China, the EAPO, the EPO, Hong Kong, Israel, India, Japan, South Korea, Mexico, New Zealand, Singapore, Taiwan, and South Africa relating to compounds and compositions of matter for treating conditions associated with Apelin receptor activity, including ANPA-0073 and its analogs, solid forms and methods of treating conditions associated with Apelin receptor activity. Any patents issuing from these patent applications (or in the case of priority applications, if issued from future non-provisional applications that we file) are expected to expire between 2039 and 2045, without accounting for potentially available patent term adjustments or extensions. For our LPA1R program, as of May 31, 2024, our wholly-owned subsidiary Lhotse Bio, Inc. is the sole owner of one granted U.S. patent, three pending U.S. patent applications, four PCT applications and eleven pending foreign patent applications in Argentina, the Peopleâ€™s Republic of China, the EPO, Hong Kong, Japan, and Taiwan relating to compounds and compositions of matter for treating conditions associated with LPA receptor activity, including LTSE-2578 and its analogs, and methods of treating conditions associated with LPA receptor activity. Any patents issuing from these patent applications (or in the case of priority applications, if issued from future non-provisional applications that we file) are expected to expire between 2041 and 2044, without accounting for potentially available patent term adjustments or extensions. For our oral small molecule Amylin program, as of May 31, 2024, our wholly-owned subsidiary Aconcagua Bio, Inc. is the sole owner of four PCT applications relating to compounds and compositions of matter for treating conditions associated with Amylin receptor activity and methods of treating conditions associated with Amylin receptor activity. Any patents issuing from these patent applications (or in the case of priority applications, if issued from future non-provisional applications that we file) are expected to expire between 2044 and 2045, without accounting for potentially available patent term adjustments or extensions. Regulatory Requirements in China Revised Cybersecurity Review Measures On JulyÂ 10, 2021, the Cybersecurity Administration of China (the â€œCACâ€) published a draft revision to the existing Cybersecurity Review Measures for public comment (the â€œRevised Draft CAC Measuresâ€). On JanuaryÂ 4, 2022, together with 12 other Chinese regulatory authorities, the CAC released the final version of the Revised Draft CAC Measures (the â€œRevised CAC Measuresâ€), which came into effect on FebruaryÂ 15, 2022. Pursuant to the Revised CAC Measures, critical information infrastructure operators procuring network products and services, and online platform operators (as opposed to â€œdata processorsâ€ in the Revised Draft CAC Measures) carrying out data processing activities which affect or may affect national security, shall conduct a cybersecurity review pursuant to the provisions therein. In addition, online platform operators possessing personal information of more than one million users seeking to be listed on foreign stock markets must apply for a cybersecurity review. On NovemberÂ 14, 2021, the CAC further published the Regulations on Network Data Security Management (Draft for Comment) (the â€œDraft Management Regulationsâ€), under which data processors refer to individuals and organizations who determine the data Â 3 TABLE OF CONTENTS Â processing activities in terms of the purpose and methods at their discretion. The Draft Management Regulations reiterate that data processors shall be subject to cybersecurity review ifâ€‰ (i)Â they process personal information of more than one million persons and they are aiming to list on foreign stock markets, or (ii)Â their data processing activities affect or may affect Chinese national security. The Draft Management Regulations also request data processors seeking to list on foreign stock markets to annually assess their data security by themselves or through data security service organizations, and submit the assessment reports to relevant competent authorities. As the Draft Management Regulations are released only for public comment, the final version and the effective date thereof is subject to change. As of the date of this prospectus, we have not received any notice from any Chinese regulatory authority identifying us as a â€œcritical information infrastructure operator,â€ â€œonline platform operatorâ€ or â€œdata processor,â€ or requiring us to go through the cybersecurity review procedures pursuant to the Revised CAC Measures and the Draft Management Regulations. Based on our understanding of the Revised CAC Measures, and the Draft Management Regulations if enacted as currently proposed, we do not expect to become subject to cybersecurity review by the CAC for issuing securities to foreign investors because: (i)Â the clinical and preclinical data we handle in our business operations, either by its nature or in scale, do not normally trigger significant concerns over Chinese national security; and (ii)Â we have not processed, and do not anticipate to process in the foreseeable future, personal information for more than one million users or persons. However, there remains uncertainty as to how the Revised CAC Measures, and the Draft Management Regulations if enacted as currently proposed, will be interpreted or implemented. For example, neither the Revised CAC Measures nor the Draft Management Regulations provides further clarification or interpretation on the criteria for determining those activities that â€œaffect or may affect national securityâ€ and relevant Chinese regulatory authorities may interpret it broadly. Furthermore, there remains uncertainty as to whether the Chinese regulatory authorities may adopt new laws, regulations, rules, or detailed implementation and interpretation in relation, or in addition, to the Revised CAC Measures and the Draft Management Regulations. While we intend to closely monitor the evolving laws and regulations in this area and take all reasonable measures to mitigate compliance risks, we cannot guarantee that our business and operations will not be adversely affected by the potential impact of the Revised CAC Measures, the Draft Management Regulations or other laws and regulations related to privacy, data protection and information security. For additional information, see the sections titled â€œRisk Factorsâ€ ‰â€”â€‰Risks Related to Doing Business in China and Our International Operationsâ€‰â€”â€‰Compliance with Chinaâ€™s new Data Security Law, Cybersecurity Review Measures, Personal Information Protection Law, regulations and guidelines relating to the multi-level protection scheme on cyber security and any other future laws and regulations may entail significant expenses and could affect our businessâ€ and â€œRisk Factorsâ€‰â€”â€‰Risks Related to Doing Business in China and Our International Operationsâ€‰â€”â€‰The approval of, filing or other procedures with the CSRC or other Chinese regulatory agencies may be required in connection with issuing securities to foreign investors under Chinese law, and, if required, we cannot predict whether we will be able, or how long it will take us, to obtain such approval or complete such filing or other proceduresâ€ in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, which is incorporated by reference herein. CSRC Regulation on Securities Offerings and Listings Outside of China On JulyÂ 6, 2021, the General Office of the Communist Party of China Central Committee and the General Office of the State Council jointly issued the Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law. These opinions call for strengthened regulation over illegal securities activities and increased supervision of overseas listings by China-based companies, and propose to take effective measures, such as promoting the construction of relevant regulatory systems to regulate the risks and incidents faced by China-based overseas-listed companies. On FebruaryÂ 17, 2023, the China Securities Regulatory Commission (â€œCSRCâ€) promulgated a new set of regulations consisting of the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (the â€œTrial Measuresâ€) and five supporting guidelines which came into effect on MarchÂ 31, 2023 to regulate overseas securities offering and listing activities by domestic companies either in direct or indirect form. For more details, see the section titled â€œBusinessâ€‰â€"â€‰Regulationâ€‰â€"â€‰Other Significant Chinese RegulationÂ Affecting Our Business Activities in Chinaâ€‰â€"â€‰Regulations on Securities Offering and Listing Outside of Chinaâ€ in our Annual Report on Form 10-K for the year ended DecemberÂ 31, 2023, which is incorporated by reference herein. Â 4 TABLE OF CONTENTS Â As of the date of this prospectus, (i)Â we have not received any inquiry, notice, warning, sanction or any regulatory objections to this offering from the CSRC, the CAC or any other Chinese regulatory authorities that have jurisdiction over our operations; and (ii)Â based on our understanding of the currently effective Peopleâ€™s Republic of China (â€œPRCâ€) laws and regulations, we are not required to obtain approval or prior permission from the CSRC, the CAC or other Chinese regulatory authorities to conduct this offering. However, we cannot assure you that the relevant Chinese regulatory authorities, including the CSRC and the CAC, would reach the same conclusion as us. If such an approval, filing or other procedure is required, it is uncertain whether we will be able to obtain and how long it will take for us to obtain the approval or complete the filing or other procedures, despite our best efforts. If our Chinese subsidiary does not receive or maintain permissions or approvals or inadvertently concludes that permissions or approvals needed for its business are not required, or if there are changes in applicable laws (including regulations) or interpretations of laws, and our Chinese subsidiary is required but unable to obtain any permissions or approvals in the future, then such changes or need for approvals (if not obtained) could adversely affect the operations of our Chinese subsidiary including limiting or prohibiting the ability of our Chinese subsidiary to operate, and potentially cause the value of our ADSs or ordinary shares to decline. If we, for any reason, are unable to obtain or complete, or experience significant delays in obtaining or completing, the requisite relevant approval(s), filing(s) or other procedure(s), the regulatory authorities may impose fines and penalties on our operations in China, limit our operating privileges in China, revoke our business licenses, delay or restrict the repatriation of the proceeds from this offering into China or take other actions that could have an adverse effect on our business, financial condition, results of operations and prospects, as well as the trading price of the ADSs. If the CSRC or other Chinese regulatory authorities later promulgate new rules or explanations requiring that we obtain their approvals or complete filing or other procedures for this offering, we may be unable to obtain a waiver of such requirements, if and when procedures are established to obtain such a waiver. Even after the completion of this offering, our listing status and the trading of our ADSs and ordinary shares may be affected if the CSRC or other Chinese regulatory authorities determine that we were or are non-compliant with any PRC laws or regulations. Any uncertainties and/or negative publicity regarding such approval requirement could have an adverse effect on the trading price of the ADSs. For additional information, see the section titled â€œRisk Factorsâ€‰â€"â€‰Risks Related to Doing Business in China and our International Operationsâ€‰â€"â€‰The approval of, filing or other procedures with the CSRC or other Chinese regulatory authorities may be required in connection with issuing securities to foreign investors under Chinese law, and, if required, we cannot predict whether we will be able, or how long it will take us, to obtain such approval or complete such filing or other proceduresâ€ in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, which is incorporated by reference herein. Other To operate our general business activities currently conducted in China, our Chinese subsidiary is required to obtain a business license from the State Administration for Market Regulation (the â€œSAMRâ€). Our Chinese subsidiary has obtained a valid business license from the SAMR, and no application for any such license has been denied. Dividends, Distributions and Other Transfers To date, there have not been and we do not plan to have any dividends or other distributions from our Chinese subsidiary to our subsidiaries located outside of China. In addition, as of the date of this prospectus, none of our subsidiaries have ever issued any dividends or distributions to us or their respective shareholders outside of China. As of the date of this prospectus, neither we nor any of our subsidiaries have ever paid or plan to pay any dividends or made distributions to U.S. investors. In the future, cash proceeds raised from overseas financing activities, including this offering, may be transferred by us to our Chinese subsidiary via capital contribution or shareholder loans, as the case may be. According to the Foreign Investment Law of the Peopleâ€™s Republic of China and its implementing rules, which jointly established the legal framework for the administration of foreign-invested companies, a foreign investor may, in accordance with other applicable laws, freely transfer into or out of China its contributions, profits, capital earnings, income from asset disposal, intellectual property, royalties acquired, Â 5 TABLE OF CONTENTS Â compensation or indemnity legally obtained, and income from liquidation, made or derived within the territory of China in renminbi (â€œRMBâ€) or any foreign currency, and any entity or individual shall not illegally restrict such transfer in terms of the currency, amount and frequency. According to the Company Law of the Peopleâ€™s Republic of China and other Chinese laws and regulations, our Chinese subsidiary may pay dividends only out of its accumulated profits as determined in accordance with Chinese accounting standards and regulations. In addition, our Chinese subsidiary is required to set aside at least 10% of its accumulated after-tax profits, if any, each year to fund a certain statutory reserve fund, until the aggregate amount of such fund reaches 50% of its registered capital. Where the statutory reserve fund is insufficient to cover any loss the Chinese subsidiary incurred in the previous financial year, such Chinese subsidiaryâ€™s current financial yearâ€™s accumulated after-tax profits shall first be used to cover the loss before any statutory reserve fund is drawn therefrom. Such statutory reserve funds and the accumulated after-tax profits that are used for covering the loss cannot be distributed to us as dividends. At its discretion, our Chinese subsidiary may allocate a portion of its after-tax profits based on Chinese accounting standards to a discretionary reserve fund. Within our company, registered capital contributions to our Chinese subsidiary Shanghai ShouTi Biotechnology Co., Ltd. are made by our Hong Kong subsidiary ShouTi Hong Kong Limited. Payments for intercompany services which include research and development and administrative expenses are made directly to our Chinese subsidiary by our non-Chinese subsidiaries. RMB is not freely convertible into other currencies. As a result, any restriction on currency exchange may limit the ability of our Chinese subsidiary to use its potential future RMB revenues to pay dividends to us. The Chinese government imposes controls on the convertibility of RMB into foreign currencies and, in certain cases, the remittance of currency out of China. Shortages in availability of foreign currency may then restrict the ability of our Chinese subsidiary to remit sufficient foreign currency to our offshore entities for our offshore entities to pay dividends or make other payments or otherwise to satisfy our foreign-currency-denominated obligations. The RMB is currently convertible under the â€œcurrent account,â€ which includes dividends, trade and service-related foreign exchange transactions, but not under the â€œcapital account,â€ which includes foreign direct investment and foreign currency debt, including loans we may secure for our onshore subsidiaries. Currently, our Chinese subsidiary may purchase foreign currency for settlement ofâ€‰ â€œcurrent account transactions,â€ including payment of dividends to us, without the approval of the State Administration of Foreign Exchange of China (the â€œSAFEâ€), by complying with certain procedural requirements. However, the relevant Chinese governmental authorities may limit or eliminate our ability to purchase foreign currencies in the future for current account transactions. The Chinese government may continue to strengthen its capital controls, and additional restrictions and substantial vetting processes may be instituted by SAFE for cross-border transactions falling under both the current account and the capital account. Any existing and future restrictions on currency exchange may limit our ability to utilize revenue generated in RMB to fund our business activities outside of China or pay dividends in foreign currencies to holders of our securities. Foreign exchange transactions under the capital account remain subject to limitations and require approvals from, or registration with, SAFE and other relevant Chinese governmental authorities. This could affect our ability to obtain foreign currency through debt or equity financing for our subsidiaries. ADS holders may potentially be subject to Chinese taxes on dividends paid by us in the event we are deemed a Chinese resident enterprise for Chinese tax purposes. See the section titled â€œTaxationâ€‰â€"â€‰PRC Taxationâ€ for more details. Risk Factors Summary Our business is subject to numerous risks and uncertainties, including those highlighted in the section titled â€œRisk Factorsâ€ immediately following this Prospectus Summary. Some of these risks include: â€¢ We have a limited operating history, have incurred significant operating losses since our inception and expect to incur significant losses for the foreseeable future. â€‹ â€¢ We will require substantial additional capital to finance our operations, which may not be available on acceptable terms, or at all. Failure to obtain this necessary capital when needed may force us to delay, limit or terminate certain of our product development programs, commercialization efforts or other operations. â€‹ â€‹ Â 6 TABLE OF CONTENTS Â â€¢ Our approach to the discovery of product candidates based on our technology platform is unproven, and we do not know whether we will be able to develop any products of commercial value. â€‹ â€¢ We are early in our development efforts and only have two product candidates, GSBR-1290 and ANPA-0073, in early clinical development. All of our other development programs are in the preclinical or discovery stage. If we are unable to advance our product candidates in clinical development, obtain regulatory approval and ultimately commercialize our product candidates, or experience significant delays in doing so, our business will be materially harmed. â€‹ â€¢ Clinical and preclinical drug development involves a lengthy and expensive process with uncertain timelines and outcomes. The results of prior clinical trials and preclinical studies are not necessarily predictive of future results, and may not be favorable, or receive regulatory approval on a timely basis, if at all. â€‹ â€¢ Any difficulties or delays in the commencement or completion, or termination or suspension, of our planned clinical trials could result in increased costs to us, delay or limit our ability to generateÂ revenue and adversely affect our commercial prospects. â€‹ â€¢ Serious adverse events, undesirable side effects or other unexpected properties of our product candidates may be identified during development or after approval, which could lead to the discontinuation of our clinical development programs, refusal by regulatory authorities to approve our product candidates or, if discovered following marketing approval, revocation of marketing authorizations or limitations on the use of our product candidates, any of which would limit the commercial potential of such product candidate. â€‹ â€¢ As an organization, we have never conducted later-stage clinical trials or submitted a New Drug Application, and may be unable to do so for any of our product candidates. â€‹ â€¢ The marketing approval processes of the FDA and applicable foreign authorities are lengthy, time consuming, expensive and inherently unpredictable, and if we are ultimately unable to obtain marketing approval for our product candidates, our business will be substantially harmed. â€‹ â€¢ We have conducted, or plan to conduct, our initial clinical studies for GSBR-1290, ANPA-0073, LTSE-2578 and our other product candidates outside of the United States. However, the FDA and other foreign equivalents may not accept data from such trials, in which case our development plans will be delayed, which could materially harm our business. â€‹ â€¢ We rely on third parties for the manufacture of our product candidates for preclinical and clinical development and expect to continue to do so for the foreseeable future. This reliance on third parties increases the risk that we will not have sufficient quantities of our product candidates or products or such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts. â€‹ â€¢ Our current and anticipated future dependence upon others for the manufacture of our product candidates or drugs may adversely affect our future profit margins and our ability to commercialize any product candidates that receive marketing approval on a timely and competitive basis. â€‹ â€¢ We rely on third parties to conduct, supervise and monitor our discovery research, preclinical studies and clinical trials. We have experienced delays due to actions of third parties in the past and if in the future third parties do not satisfactorily carry out their contractual duties or fail to meet expected deadlines, our development programs may be delayed or subject to increased costs, each of which may have an adverse effect on our business and prospects. â€‹ â€¢ We have entered into, and may in the future enter into, collaboration agreements and strategic alliances to maximize the potential of our structure-based drug discovery platform and product candidates, and we may not realize the anticipated benefits of such collaborations or alliances. We expect to continue to form collaborations in the future with respect to our product candidates, but may be unable to do so or to realize the potential benefits of such transactions, which may cause us to alter or delay our development and commercialization plans. â€‹ â€¢ Our existing discovery collaborations with SchrÃ¶dinger, LLC are important to our business. If we are unable to maintain these collaborations, or if these collaborations are not successful, our business could be adversely affected. â€‹ â€‹ Â 7 TABLE OF CONTENTS Â â€¢ We face substantial competition, which may result in others discovering, developing or commercializing products before or more successfully than us. â€‹ â€¢ We conduct certain research and development operations through our Australian wholly-owned subsidiaries. If we lose our ability to operate in Australia, or if any of our subsidiaries are unable to receive the research and development tax credit allowed by Australian regulations, or are required to refund any research and development tax credit previously received or reserve for such credit in our financial statements, our business and results of operations could suffer. â€‹ â€¢ Changes in the political and economic policies or in relations between China and the United States may affect our business, financial condition, results of operations and the market price of our ADSs. â€‹ â€¢ If we are unable to obtain and maintain sufficient intellectual property protection for our platform technologies and product candidates, or if the scope of the intellectual property protection is not sufficiently broad, our competitors could develop and commercialize products similar or identical to ours, and our ability to successfully commercialize our products may be adversely affected. â€‹ â€¢ We may rely on one or more in-licenses from third parties. If we lose these rights, our business may be materially adversely affected, and if disputes arise with one or more licensors, we may be subjected to future litigation as well as the potential loss of or limitations on our ability to develop and commercialize products and technologies covered by these license agreements. â€‹ â€¢ Although the audit report, which is incorporated by reference into this prospectus, is prepared by auditors who are currently subject to inspection by the Public Company Accounting Oversight Board (the â€œPCAOBâ€) there is no guarantee that future audit reports will be prepared by auditors subject to inspection by the PCAOB and, as such, future investors may be deprived of the benefits of such inspection. Furthermore, trading in our securities may be prohibited under the Holding Foreign Companies Accountable Act or the Accelerating Holding Foreign Companies Accountable Act if the SEC subsequently identifies that our audit work is performed by an auditor that the PCAOB is unable to inspect or investigate completely, and as a result, U.S. national securities exchanges, such as the Nasdaq, may delist our securities. â€‹ â€¢ We have identified material weaknesses in our internal control over financial reporting and may identify additional material weaknesses in the future or fail to maintain effective internal control over financial reporting, which may result in material misstatements of our consolidated financial statements or cause us to fail to meet our periodic reporting obligations. â€‹ â€¢ Holders of our ADSs have fewer rights than our shareholders and must act through the depositary to exercise their rights. â€‹ â€¢ The Chinese government may intervene in or influence our operations at any time, which could result in a change in our operations and impact the value of our ADSs. For additional information regarding the risks associated with having operations in China, please see the section titled â€œRisk Factorsâ€‰â€”â€‰Risks Related to Doing Business in China and Our International Operationsâ€ in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, which is incorporated by reference herein. â€‹ â€¢ Both recent and future economic, political and social conditions, as well as governmental policies and regulatory actions implemented in China, could affect our ability to operate our business. Due to our operations in China, any future Chinese, U.S. or other rules and regulations that place restrictions on capital raising or other activities by companies with operations in China could affect our business, results of operations and the market price of our ADSs. â€‹ â€¢ As of the date of this prospectus, we are not required to obtain approval or prior permission of this offering from the CSRC or any other Chinese regulatory authority under the Chinese laws and regulations currently in effect. As of the date of this prospectus, neither we nor any of our subsidiaries, including but not limited to our operating company subsidiaries, have been informed by the CSRC, the CAC, or any other Chinese regulatory authority of any requirements, approvals or permissions that we should obtain prior to this offering. However, as there are uncertainties with respect to the Chinese legal system and changes in laws, regulations and policies, including how those laws and regulations will be interpreted or implemented, there can be no assurance that the relevant Chinese â€‹ â€‹ Â 8 TABLE OF CONTENTS Â regulatory authorities, including the CSRC, would reach the same conclusion as us, or we will not be subject to such requirements, approvals or permissions in the future. If our Chinese subsidiary does not receive or maintain permissions or approvals or inadvertently concludes that permissions or approvals needed for its business are not required, or if there are changes in applicable laws (including regulations) or interpretations of laws, and our Chinese subsidiary is required but unable to obtain any permissions or approvals in the future, then such changes or need for approvals (if not obtained)Â could adversely affect the operations of our Chinese subsidiary including limiting or prohibiting the ability of our Chinese subsidiary to operate, and potentially cause the value of our ADSs or ordinary shares to decline. Corporate Information We are a Cayman Islands exempted company incorporated with limited liability. We were initially formed as a Delaware limited liability company in 2016 under the name ShouTi Inc., and reorganized as a Cayman Islands exempted company in FebruaryÂ 2019. Our principal executive office is located at 601 Gateway Blvd., Suite 900, South San Francisco, California 94080 and our telephone number is (650) 457-1978. The principal executive office of our research and development operations is located at Unit 01, 11th floor, LaneÂ 2889, Jinke Road, Pudong New Area, Shanghai, Peopleâ€™s Republic of China, 201203. Our telephone number at this address is 86 21 61215839. Our current registered office in the Cayman Islands is located at the offices of International Corporation Services Ltd., P.O, Box 472, 2nd Floor, Harbour Place, 103 South Church Street, George Town, Grand Cayman KY1-1106, Cayman Islands. Our website is www.structuretx.com. Information contained on, or accessible through, our website is not a part of this prospectus or the registration statement of which it forms a part, and the inclusion of our website address in this prospectus is an inactive textual reference only. Trademarks and Service Marks We use the name Structure Therapeutics, the Structure Therapeutics logo and marks in the United States and other countries. This prospectus and the documents incorporated by reference herein contain references to our trademarks, trade names and service marks and to those belonging to other entities. Solely for convenience, the trademarks and trade names in this prospectus or the documents incorporated by reference herein may be referred to without the Â® and â„¢ symbols, but such references should not be construed as any indicator that their respective owners will not assert their rights thereto. Implications of Being an Emerging Growth Company and Smaller Reporting Company We are an â€œemerging growth companyâ€ as defined in the Jumpstart Our Business Startups Act (the â€œJOBS Actâ€), enacted in AprilÂ 2012. For so long as we remain an emerging growth company, we are permitted and intend to rely on certain exemptions from various public company reporting requirements, including not being required to have our internal control over financial reporting audited by our independent registered public accounting firm pursuant to SectionÂ 404(b) of the Sarbanes-Oxley Act of 2002 (the â€œSarbanes-Oxley Actâ€) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold shares. In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to take advantage of the benefits of this extended transition period and, therefore, we are not subject to the same requirements to adopt new or revised accounting standards as other public companies that are not emerging growth companies; however, we may adopt certain new or revised accounting standards early. We would cease to be an â€œemerging growth companyâ€ upon the earliest to occur of: (i)Â the last day of the fiscal year in which we have $1.235Â billion or more in annual revenue; (ii)Â the date on which we first qualify as a large accelerated filer under the rules of the Securities and Exchange Commission (the â€œSECâ€); (iii)Â the date on which we have, in any three-year Â 9 TABLE OF CONTENTS Â period, issued more than $1.0Â billion in non-convertible debt securities; and (iv)Â the last day of the fiscal year ending after the fifth anniversary of our initial public offering. We are also a â€œsmaller reporting companyâ€ as defined in the Securities Exchange Act of 1934, as amended (the â€œExchange Actâ€). We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies and will be able to take advantage of these scaled disclosures for so long as our ordinary shares held by non-affiliates is less than $250.0Â million measured on the last business day of our second fiscal quarter, or our annual revenue is less than $100.0Â million during the most recently completed fiscal year and our ordinary shares held by non-affiliates is less than $700.0Â million measured on the last business day of our second fiscal quarter. Â 10 TABLE OF CONTENTS Â The Offering ADSs to be offered 8,000,000Â ADSs, each ADS representing three ordinary shares. Pre-funded warrants to be offered We are also offering to certain purchasers, if any, whose purchase of ADSs in this offering would otherwise result in such purchasers, together with its affiliates and certain related parties, beneficially owning more than 4.99% (or, at the election of the purchaser, 9.99%) of our outstanding ADSs immediately following the offering, the opportunity to purchase, if such purchaser chooses, pre-funded warrants to purchase ordinary shares, represented by ADSs, in lieu of ADSs. The purchase price of each pre-funded warrant equals the price per ADS at which the ADSs are being sold to the public in this offering, minus $0.0001, which is the exercise price per ordinary share of each pre-funded warrant. Each pre-funded warrant will be exercisable at any time after the date of issuance of such pre-funded warrant, subject to an ownership limitation. This offering also relates to the ADSs issuable upon exercise of any pre-funded warrants sold in this offering. See â€œDescription of Pre-Funded Warrants.â€ Underwritersâ€™ option to purchase additional ADSs We have granted the underwriters an option for a period of 30Â days from the date of this prospectus to purchase up to an aggregate of 1,200,000 additional ADSs. The number of ADSs subject to the underwritersâ€™ option will equal 15% of the total number of ADSs we are offering plus the ADSs underlying the pre-funded warrants. ADSs to be outstanding immediately after this offering 54,618,762Â ADSs (or 55,818,762 ADSs if the underwriters exercise their option to purchase additional ADSs in full, assuming no sale of pre-funded warrants in this offering). Ordinary shares to be outstanding immediately after this offering 163,856,287Â ordinary shares (or 167,456,287 ordinary shares if the underwriters exercise their option to purchase additional ADSs in full, assuming no sale of pre-funded warrants in this offering). The ADSs Each ADS represents three ordinary shares. The ADSs may be evidenced by American depositary receipts. The depositary will hold the ordinary shares underlying your ADSs, and you will have the rights of an ADS holder as provided in the deposit agreement among us, the depositary and the holders and beneficial owners of ADSs. Â 11 TABLE OF CONTENTS Â We do not expect to pay any dividends on our ADSs in the foreseeable future. If we declare dividends on our ordinary shares, the depositary will distribute to holders of ADSs the cash dividends and other distributions it receives on the underlying ordinary shares, after deducting its fees and expenses in accordance with the terms set forth in the deposit agreement. See the section titled â€œDividend Policyâ€ for additional information. You may turn in your ADSs to the depositary for cancellation and receipt of the corresponding ordinary shares. The depositary will charge you fees for the cancellation of ADSs and delivery of the corresponding ordinary shares. We may amend or terminate the deposit agreement without your consent. If an amendment becomes effective and you continue to hold your ADSs, you will be bound by the deposit agreement as amended. To better understand the terms of the ADSs, you should carefully read the section titled â€œDescription of American Depositary Shares.â€ You should also read the deposit agreement, which is filed as an exhibit to the registration statement of which this prospectus forms a part. Use of proceeds We estimate that the net proceeds from this offering will be approximately $255.8Â million (or approximately $294.4Â million if the underwriters exercise in full their option to purchase up to 1,200,000Â additional ADSs), based on the assumed public offering price of $34.20Â per ADS (the last reported sale price of our ADSs on Nasdaq on MayÂ 31, 2024), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and assuming no sale of any pre-funded warrants in this offering. We intend to use the net proceeds from this offering, along with our existing cash, cash equivalents and short-term investments: (i)Â to advance the development of our GLP-1R selective oral small molecules, including the completion of a 36 week Phase 2b obesity study and a Phase 2 T2DM study, and initiation of a Phase 3 study in obesity and T2DM for GSBR-1290; (ii)Â to advance our next generation GLP-1R selective candidates with enhanced properties; GLP-1R combination candidates including amylin receptor agonists, GIPR and dual GLP-1R/GIPR agonists and glucagon receptor agonists and potential combinations; (iii)Â to advance the development of our (a)Â APJR agonist program, ANPA-0072, through the initiation of a Phase 1 formulation Â 12 TABLE OF CONTENTS Â bridging PK study as well as additional preclinical development studies in IPF, and selective or muscle-sparing weight loss indications and (b)Â LPA1R antagonist program, LTSE-2578 for IPF, including preclinical development and completion of our first-in-human Phase 1 SAD/MAD study in healthy volunteers; and (iv)Â the remaining proceeds to fund other research and development activities and general corporate purposes, which we expect will include the hiring of additional personnel, capital expenditures and the costs of operating as a public company. See the section titled â€œUse of Proceedsâ€ for additional information. Risk factors You should read the section titled â€œRisk Factorsâ€ for a discussion of factors to consider carefully, together with all the other information included in this prospectus and incorporated by reference herein, before deciding to invest in our securities. Depositary JPMorgan Chase Bank, N.A. Nasdaq Global Market symbol Our ADSs are listed on the Nasdaq Global Market under the symbol â€œGPCR.â€ There is no public trading market for the pre-funded warrants, and we do not expect a market to develop. We do not intend to list the pre-funded warrants on any securities exchange or nationally recognized trading system, including Nasdaq. The number of ordinary shares to be outstanding after this offering is based on 139,856,287 ordinary shares outstanding as of March 31, 2024, and excludes: â€¢ 12,061,142 ordinary shares issuable upon the exercise of outstanding options as of March 31, 2024, with a weighted-average exercise price of $5.38 per share; â€‹ â€¢ 280,800 ordinary shares issuable upon the exercise of outstanding options granted subsequent to MarchÂ 31, 2024, with a weighted-average exercise price of $12.30 per share; â€‹ â€¢ 945,237 ordinary shares issuable upon the vesting and settlement of restricted stock units as of March 31, 2024; â€‹ â€¢ 25,794 ordinary shares issued subsequent to March 31, 2024, with a purchase price of $9.35 per share under our 2023 Employee Share Purchase Plan (the â€œESPPâ€); â€‹ â€¢ 12,018,749 ordinary shares reserved for future issuance under our 2023 Equity Incentive Plan (the â€œ2023 Planâ€), as well as any automatic increases in the number of ordinary shares reserved for future issuance under the 2023 Plan; â€‹ â€¢ 2,392,210 ordinary shares reserved for future issuance under our ESPP, as well as any automatic increases in the number of ordinary shares reserved for future issuance under the ESPP; and â€‹ â€¢ 16,968,375 ordinary shares issued to JPMorgan Chase Bank, N.A. (the â€œDepositaryâ€) for bulk issuance of ADSs reserved for future issuances upon exercise, vesting or settlement of equity granted under our 2023 Plan and ESPP as of March 31, 2024. â€‹ â€‹ Â 13 TABLE OF CONTENTS Â Unless otherwise indicated, all information contained in this prospectus, including the number of ordinary shares that will be outstanding after this offering, assumes or gives effect to: â€¢ no exercise by the underwriters of their option to purchase up to 1,200,000Â additional ADSs; â€‹ â€¢ no exercise of the outstanding options and warrants described above; and â€‹ â€¢ no sale of any pre-funded warrants in this offering. â€‹ â€‹ Â 14 TABLE OF CONTENTS Â Summary Consolidated Financial Data The following tables summarize our consolidated financial data for the periods, and as of the dates, set forth below. You should read the following summary consolidated financial data together with our consolidated financial statements and condensed consolidated financial data together with the section titled â€œManagementâ€™s Discussion and Analysis of Financial Condition and Results of Operationsâ€ and our consolidated financial statements and the related notes thereto included in our Annual Report on FormÂ 10-K for the year ended DecemberÂ 31, 2023 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, each of which are incorporated by reference herein. We have derived the summary consolidated statements of operations data for theÂ years ended DecemberÂ 31, 2022 and 2023 from our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended DecemberÂ 31, 2023, which are incorporated by reference herein. We derived the summary consolidated statements of operations data for the threeÂ months ended March 31, 2023 and 2024, and the summary consolidated balance sheet data as of March 31, 2024, from our unaudited interim condensed consolidated financial statements included in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, which are incorporated by reference herein. Our unaudited condensed consolidated interim financial statements were prepared on a basis consistent with our audited consolidated financial statements and include, in managementâ€™s opinion, all adjustments, consisting of normal recurring adjustments, that we consider necessary for a fair statement of the financial information set forth in those financial statements. Our historical results are not necessarily indicative of the results that may be expected in the future and our results for the threeÂ months ended March 31, 2024 are not necessarily indicative of results to be expected for the full fiscal year or any other period. â€‹ â€‹ â€‹ YEAR ENDED DECEMBER 31, â€‹ â€‹ THREE MONTHS ENDED MARCH 31, â€‹ â€‹ â€‹ â€‹ 2022 â€‹ â€‹ 2023 â€‹ â€‹ 2023 â€‹ â€‹ 2024 â€‹ â€‹ â€‹ â€‹ (IN THOUSANDS, EXCEPT PER SHARE AMOUNTS) â€‹ Statements of Operations Data: â€‹ Operating expenses: â€‹ Research and development â€‹ â€‹ â€‹ $ 36,193 â€‹ â€‹ â€‹ â€‹ $ 70,103 â€‹ â€‹ â€‹ â€‹ $ 13,135 â€‹ â€‹ â€‹ â€‹ $ 20,679 â€‹ â€‹ General and administrative â€‹ â€‹ â€‹ â€‹ 16,368 â€‹ â€‹ â€‹ â€‹ â€‹ 32,672 â€‹ â€‹ â€‹ â€‹ â€‹ 6,514 â€‹ â€‹ â€‹ â€‹ â€‹ 11,336 â€‹ â€‹ Total operating expenses â€‹ â€‹ â€‹ â€‹ 52,561 â€‹ â€‹ â€‹ â€‹ â€‹ 102,775 â€‹ â€‹ â€‹ â€‹ â€‹ 19,649 â€‹ â€‹ â€‹ â€‹ â€‹ 32,015 â€‹ â€‹ Loss from operations â€‹ â€‹ â€‹ â€‹ (52,561) â€‹ â€‹ â€‹ â€‹ â€‹ (102,775) â€‹ â€‹ â€‹ â€‹ â€‹ (19,649) â€‹ â€‹ â€‹ â€‹ â€‹ (32,015) â€‹ â€‹ Interest and other income (expense), net â€‹ â€‹ â€‹ â€‹ 1,257 â€‹ â€‹ â€‹ â€‹ â€‹ 13,391 â€‹ â€‹ â€‹ â€‹ â€‹ 1,699 â€‹ â€‹ â€‹ â€‹ â€‹ 6,008 â€‹ â€‹ Loss before provision for income taxes â€‹ â€‹ â€‹ â€‹ (51,304) â€‹ â€‹ â€‹ â€‹ â€‹ (89,384) â€‹ â€‹ â€‹ â€‹ â€‹ (17,950) â€‹ â€‹ â€‹ â€‹ â€‹ (26,007) â€‹ â€‹ Provision for income taxes â€‹ â€‹ â€‹ â€‹ 17 â€‹ â€‹ â€‹ â€‹ â€‹ 236 â€‹ â€‹ â€‹ â€‹ â€‹ 25 â€‹ â€‹ â€‹ â€‹ â€‹ 29 â€‹ â€‹ Net loss â€‹ â€‹ â€‹ $ (51,321) â€‹ â€‹ â€‹ â€‹ $ (89,620) â€‹ â€‹ â€‹ â€‹ $ (17,975) â€‹ â€‹ â€‹ â€‹ $ (26,036) â€‹ â€‹ Net loss per share attributable to ordinary shareholders, basic and diluted â€‹ â€‹ â€‹ $ (5.51) â€‹ â€‹ â€‹ â€‹ $ (0.81) â€‹ â€‹ â€‹ â€‹ $ (0.25) â€‹ â€‹ â€‹ â€‹ $ (0.19) â€‹ â€‹ Weighted-average shares, basic and ordinary shares used in computing net loss per share attributable to ordinary shareholders, basic and dilutedï»¿(1) â€‹ â€‹ â€‹ â€‹ 9,584 â€‹ â€‹ â€‹ â€‹ â€‹ 110,198 â€‹ â€‹ â€‹ â€‹ â€‹ 71,655 â€‹ â€‹ â€‹ â€‹ â€‹ 139,710 â€‹ â€‹ â€‹ (1) See Notes 2 and 11 to our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended DecemberÂ 31, 2023 and NotesÂ 2 and 8 to our unaudited condensed consolidated financial statements in our Quarterly Report on Form 10-Q for the quarter ended MarchÂ 31, 2024, each of which are incorporated by reference herein, for explanations of the calculations of our basic and diluted net loss per share attributable to ordinary shareholders and the weighted-average number of shares outstanding used in the computation of the per share amounts. â€‹ â€‹ Â 15 TABLE OF CONTENTS Â â€‹ â€‹ â€‹ AS OF MARCH 31, 2024 â€‹ â€‹ â€‹ â€‹ ACTUAL â€‹ â€‹ AS ADJUSTED(1)(2) â€‹ â€‹ â€‹ â€‹ (IN THOUSANDS) â€‹ Balance Sheet Data: â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ Cash, cash equivalents and short-term investments â€‹ â€‹ â€‹ $ 436,449 â€‹ â€‹ â€‹ â€‹ $ 692,233 â€‹ â€‹ Working capital(3) â€‹ â€‹ â€‹ â€‹ 425,774 â€‹ â€‹ â€‹ â€‹ â€‹ 681,558 â€‹ â€‹ Total assets â€‹ â€‹ â€‹ â€‹ 457,225 â€‹ â€‹ â€‹ â€‹ â€‹ 713,009 â€‹ â€‹ Total liabilities â€‹ â€‹ â€‹ â€‹ 27,407 â€‹ â€‹ â€‹ â€‹ â€‹ 27,407 â€‹ â€‹ Accumulated deficit â€‹ â€‹ â€‹ â€‹ (232,608) â€‹ â€‹ â€‹ â€‹ â€‹ (232,608) â€‹ â€‹ Total shareholdersâ€™ equity â€‹ â€‹ â€‹ â€‹ 429,818 â€‹ â€‹ â€‹ â€‹ â€‹ 685,602 â€‹ â€‹ â€‹ (1) The as adjusted balance sheet data gives effect toÂ our receipt of net proceeds from the sale of 8,000,000Â ADSs in this offering, at the assumed public offering price ofâ€‰$34.20Â per ADS (the last reported sale price of our ADS on Nasdaq on May 31, 2024), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and assuming no sale of any pre-funded warrants in this offering. Each $1.00 increase (decrease) in the assumed public offering price of $34.20Â per ADS would increase (decrease) each of our as adjusted cash, cash equivalents and short-term investments, working capital, total assets, and total shareholdersâ€™ equity by approximately $7.5Â million, assuming that the number of ADSs offered, as set forth on the cover of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and assuming no sale of any pre-funded warrants in this offering. Each increase (decrease) of 1,000,000 ADSs in the number of ADSs offered by us would increase (decrease) each of our cash, cash equivalents and short-term investments, working capital, total assets, and total shareholdersâ€™ equity by approximately $32.1Â million, assuming the assumed public offering price per ADS remains the same and after deducting the estimated underwriting discounts and commissions payable by us, and assuming no sale of any pre-funded warrants in this offering. â€‹ (2) This as adjusted information is illustrative only and will depend on the actual public offering price and other terms of this offering determined at pricing. â€‹ (3) Working capital is defined as current assets less current liabilities. See our condensed consolidated financial statements and the related notes included in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, which is incorporated by reference herein, for further details regarding our current assets and current liabilities. â€‹ â€‹ Â 16 TABLE OF CONTENTSâ€‹ Â RISK FACTORS Investing in our securities involves a high degree of risk. You should consider carefully the risks and uncertainties described below, as well as the risks and uncertainties set forth under the heading â€œRisk Factorsâ€ in our Quarterly Report on Form 10-Q for the quarter ended MarchÂ 31, 2024, which is incorporated by reference herein, and all of the other information contained in this prospectus and the documents incorporated by reference herein before making an investment decision. If any of the following risks actually occurs, our business, prospects, operating results and financial condition could suffer materially, the trading price of our securities could decline and you could lose all or part of your investment. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial also may materially and adversely affect our business, prospects, operating results and financial condition. Risks Related to This Offering We have broad discretion in the use of our cash, cash equivalents and short-term investments, including the net proceeds from this offering, and may use them ineffectively, in ways with which you do not agree or in ways that do not increase the value of your investment. Our management will have broad discretion in the application of our cash, cash equivalents and short-term investments, including the net proceeds from this offering, and could spend the proceeds in ways that do not improve our results of operations or enhance the value of our ADSs. The failure by our management to apply these funds effectively could result in additional operating losses that could have a negative impact on our business, cause the price of our ADSs to decline and delay the development of our product candidates. Pending their use, we may invest our cash, cash equivalents and short-term investments, including the net proceeds from this offering, in a manner that does not produce income or that loses value. See the section titled â€œUse of Proceedsâ€ for additional information. If you purchase our securities in this offering, you will suffer immediate dilution of your investment. The public offering price of our securities will be substantially higher than the as adjusted net tangible book value per ADS as of March 31, 2024. Therefore, if you purchase our securities in this offering, you will pay a price per ADS or pre-funded warrant that substantially exceeds our as adjusted net tangible book value per ADS immediately after this offering. Based on the assumed public offering price of $34.20 per ADS, which was the last reported sale price of our ADSs on Nasdaq on MayÂ 31, 2024, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, assuming no sale of any pre-funded warrants in this offering, you will experience immediate dilution of $21.65 per ADS, representing the difference between our as adjusted net tangible book value per share after this offering and the public offering price per share. After this offering, we will also have outstanding options to purchase ADSs. To the extent these outstanding options are exercised, there will be further dilution to investors in this offering. See the section titled â€œDilutionâ€ for additional information. You may experience future dilution as a result of future equity offerings. To raise additional capital, we may in the future offer additional ADSs or other securities convertible into or exchangeable for our ADSs at prices that may not be the same as the price per ADS in this offering. We may sell ADSs or other securities in any other offering at a price per ADS that is less than the price per ADS paid by investors in this offering, and investors purchasing ADSs or other securities in the future could have rights superior to existing shareholders. The price per ADS at which we sell additional ADSs, or securities convertible or exchangeable into ADSs, in future transactions may be higher or lower than the price per ADS paid by investors in this offering. There is no public market for the pre-funded warrants being issued by us in this offering. There is no established public trading market for the pre-funded warrants, and we do not expect a market to develop. In addition, we do not intend to apply to list the pre-funded warrants on any securities exchange or nationally recognized trading system, including Nasdaq. Without an active trading market, the liquidity of the pre-funded warrants will be extremely limited. Â   Â Holders of pre-funded warrants purchased in this offering will have no rights as ADS holders until such holders exercise their pre-funded warrants and acquire the ADSs. Until holders of pre-funded warrants acquire ADSs upon exercise thereof, such holders will have no rights with respect to the ADSs underlying the pre-funded warrants. Upon exercise of the pre-funded warrants, the holders will be entitled to exercise the rights of an ADS holder only as to matters for which the record date occurs after the exercise date. We may not receive any additional funds upon the exercise of the pre-funded warrants. Each pre-funded warrant may be exercised by way of a cashless exercise, meaning that the holder may choose not to pay a cash purchase price upon exercise, and instead would receive, upon such exercise, the net number of ADSs determined according to the formula set forth in the pre-funded warrant. Accordingly, we may not receive any additional funds upon the exercise of the pre-funded warrants. Significant holders or beneficial holders of our ADSs may not be permitted to exercise the pre-funded warrants that they hold. A holder of the pre-funded warrants will not be entitled to exercise any portion of any pre-funded warrant that, upon giving effect to such exercise, would cause: (i) the aggregate number of ADSs beneficially owned by such holder (together with its affiliates and certain related parties) to exceed 4.99% (or, at the election of the purchaser, 9.99%) of the number of ADSs immediately after giving effect to the exercise; or (ii) the combined voting power of our securities beneficially owned by such holder (together with its affiliates and certain related parties) to exceed 4.99% (or, at the election of the purchaser, 9.99%) of the combined voting power of all of our securities outstanding immediately after giving effect to the exercise. As a result, you may not be able to exercise your pre-funded warrants for ADSs at a time when it would be financially beneficial for you to do so. In such a circumstance, you could seek to sell your pre-funded warrants to realize value, but you may be unable to do so in the absence of an established trading market and due to applicable transfer restrictions. Sales of a substantial number of our ADSs, including any ADSs issuable upon exercise of the pre-funded warrants, in the public market could cause our share price to fall. Sales of a substantial number of our ADSs, including any ADSs issuable upon exercise of the pre-funded warrants, in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of ADSs intend to sell ADSs, could reduce the market price of our ADS. Shares issued upon the exercise of share options outstanding under our equity incentive plans or pursuant to future awards granted under those plans will become available for sale in the public market to the extent permitted by the provisions of applicable vesting schedules and RuleÂ 144 and RuleÂ 701 under the Securities Act of 1933, as amended (the â€œSecurities Actâ€). Moreover, certain holders of our ADSs have rights, subject to certain conditions, to require us to file registration statements covering their ADSs or to include their ADSs in registration statements that we may file for ourselves or other shareholders. Registration of these ADSs under the Securities Act would result in the ADSs becoming freely tradeable in the public market, subject to the restrictions of RuleÂ 144 in the case of our affiliates. If any of these additional ADSs are sold, or if it is perceived that they will be sold, in the public market, the market price of our ADS could decline. Risks Related to the Discovery, Development and Regulatory Approval of Product Candidates Clinical and preclinical drug development involves a lengthy and expensive process with uncertain timelines and outcomes. The results of prior clinical trials and preclinical studies are not necessarily predictive of future results, and may not be favorable, or receive regulatory approval on a timely basis, if at all. Clinical drug development is expensive and can take manyÂ years to complete, and its outcome is inherently uncertain. Our clinical trials may not be conducted as planned or completed on schedule, if at all, and failure can occur at any time during the preclinical study or clinical trial process. For example, we Â   Â depend on the availability of non-human primates (â€œNHPâ€) to conduct certain preclinical studies that we are required to complete prior to submitting an investigational new drug application (â€œINDâ€) and initiating clinical development. There is currently a global shortage of NHPs available for drug development. This has caused the cost of obtaining NHPs for our preclinical studies to increase dramatically and, if the shortage continues, could also result in delays to our development timelines. Despite promising preclinical or clinical results, any product candidate can unexpectedly fail at any stage of preclinical or clinical development. The historical failure rate for product candidates in our industry is high. Furthermore, the results from clinical trials or preclinical studies of a product candidate may not predict the results of later clinical trials of the product candidate, and interim results of a clinical trial are not necessarily indicative of final results. For example, in DecemberÂ 2023, we reported topline and interim data from our 12-week PhaseÂ 2a clinical trial, which focused on safety and tolerability of GSBR-1290 in a total of 94 participants, including 60 participants randomized to GSBR-1290. The results showed GSBR-1290 was generally well-tolerated with no treatment-related SAEs, no adverse event-related discontinuation in obesity and only one adverse event-related discontinuation in T2DM. Furthermore, GSBR-1290 demonstrated significant reductions in hemoglobin A1c and weight at 12 weeks in T2DM. We further reported positive topline data from our PhaseÂ 2a obesity cohort in JuneÂ 2024, in which GSBR-1290 achieved a clinically meaningful and statistically significant placebo-adjusted mean decrease in weight of 6.2% at 12 weeks and demonstrated generally favorable safety and tolerability results following repeated, daily dosing up to 120mg. Due to the preliminary, topline nature of these results and the length of the study and sample size, these results are not necessarily indicative of the results for our future clinical trials for GSBR-1290 and may not be comparable to other weight loss products or product candidates, including other oral selective GLP-1RAs. In addition, given the size of the PhaseÂ 2a obesity cohort, the primary efficacy endpoint of weight loss was calculated using LSM and analyzed based on the primary efficacy estimand using a mixed model for repeated measures. This means that we drew on all available data, including data from patients that did not follow-up at 12 weeks. The model estimates how patients with missing data would have responded based on patients who continued the study and had similar baseline characteristics (implicit imputation). Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy characteristics despite having progressed through preclinical studies and initial clinical trials. In particular, while we have conducted, or are conducting certain preclinical studies of our product candidates, the predictive value of these studies with respect to future testing in humans is limited, particularly in indications where animal models are less developed. Even if our clinical trials are completed, the results may not be sufficient to obtain marketing approval for our product candidates. In clinical trials that are based on preclinical studies and early clinical trials, it is not uncommon to observe unexpected results, and many product candidates fail in clinical development despite very promising early results. Moreover, preclinical and clinical data may be susceptible to varying interpretations and analyses. A number of companies in the biopharmaceutical industry have suffered significant setbacks in clinical development even after achieving promising results in earlier studies. In addition, in some cases, external experts or regulatory authorities disagreed with such companiesâ€™ views and interpretations of the data and results from earlier preclinical studies or clinical trials. As we investigate GSBR-1290 for T2DM and obesity and ANPA-0073 for IPF, we may encounter new and unforeseen difficulties. Similarly any future product candidates we may develop may not be able to progress from preclinical to PhaseÂ 1 clinical development. For the foregoing reasons, we cannot be certain that our ongoing and planned clinical trials and preclinical studies will be successful. Any of the foregoing occurrences may harm our business, financial condition and prospects significantly. Any difficulties or delays in the commencement or completion, or termination or suspension, of our planned clinical trials could result in increased costs to us, delay or limit our ability to generate revenue and adversely affect our commercial prospects. In order to obtain FDA approval to market our product candidates, we must demonstrate the safety and efficacy of our product candidates in humans to the satisfaction of the FDA. To meet these requirements, we will have to conduct adequate and well-controlled clinical trials. In addition, before we can initiate clinical trials for any product candidate, we must submit the results of preclinical studies to the FDA or comparable foreign regulatory authorities along with other information, including information about product candidate chemistry, manufacturing and controls and our proposed clinical trial protocol, as part of an IND or similar regulatory submission, and we are also required to submit comparable applications to foreign regulatory authorities for clinical trials outside of the United States. We plan to submit an IND to the Â   Â FDA for our planned PhaseÂ 2b study of GSBR-1290 for chronic weight management in the third quarter of 2024 and will need to receive allowance from the FDA to proceed before initiating this planned study. Clinical testing is expensive, time-consuming and subject to uncertainty. Conducting preclinical studies and clinical trials represents a lengthy, time-consuming and expensive process. The length of time may vary substantially according to the type, complexity and novelty of the program, and often can be severalÂ years or more per program. Delays associated with programs for which we are directly conducting preclinical studies may cause us to incur additional operating expenses. Clinical trials may not be conducted as planned or completed on schedule, if at all. For example, in SeptemberÂ 2023 we reported that a data collection omission had occurred at a clinical site that impacted the obesity cohort (120 mg dose level) of the PhaseÂ 2a study for GSBR-1290, where weight was not collected at the final (week 12) visit for 24 of the 40 enrolled participants. Other safety and laboratory assessments were measured at all visits, including the week 12 visit as per protocol. We have completed the enrollment of additional participants in the PhaseÂ 2a obesity cohort to replace those for whom 12-week weight data was not collected. The replacement participants will follow the same study protocol, without changes in the titration schema or target dose (120 mg at once-daily dosing). However, as a result of this data collection omission, we reported interim PhaseÂ 2a obesity cohort data in DecemberÂ 2023, and the full 12-week obesity data in JuneÂ 2024. Events that may prevent successful or timely completion of clinical development include: â€¢ delays in reaching a consensus with applicable regulatory authorities on trial design or implementation; â€‹ â€¢ delays in obtaining regulatory authorization to commence a clinical trial; â€‹ â€¢ delays in reaching agreement on acceptable terms with prospective contact research organizations, other vendors, or clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different vendors and trial sites; â€‹ â€¢ delays in obtaining approval from one or more institutional review boards (â€œIRBâ€) refusing to approve, suspending or terminating the trial at an investigational site, precluding enrollment of additional participants, or withdrawing their approval of the trial; â€‹ â€¢ delays in recruiting suitable patients to participate in our ongoing and planned clinical trials; â€‹ â€¢ changes to the clinical trial protocol; â€‹ â€¢ clinical sites deviating from trial protocol such as the data collection omission we experienced at a clinical site as discussed above or dropping out of a trial; â€‹ â€¢ delays in manufacturing sufficient quantities of our product candidates for use in clinical trials, or delays in sufficiently developing, characterizing or controlling a manufacturing process suitable for clinical trials; â€‹ â€¢ delays in having patients complete participation in a trial or return for post-treatment follow-up; â€‹ â€¢ participants choosing an alternative treatment for the indication for which we are developing our product candidates, or participating in competing clinical trials; â€‹ â€¢ lack of adequate funding to continue a clinical trial; â€‹ â€¢ occurrence of adverse events or SAEs associated with the product candidate that are viewed to outweigh its potential benefits; â€‹ â€¢ occurrence of SAEs in clinical trials of the same class of agents conducted by other companies; â€‹ â€¢ imposition of a temporary or permanent clinical hold by regulatory authorities; â€‹ â€¢ selection of clinical trial end points that require prolonged periods of clinical observation or analysis of the resulting data; â€‹ â€¢ clinical trials producing negative or inconclusive results; â€‹ â€¢ a facility manufacturing our product candidates or any of their components being ordered by the FDA or applicable foreign authorities to temporarily or permanently shut down due to violations of â€‹ Â 20 TABLE OF CONTENTS Â current good manufacturing practice (â€œcGMPâ€) regulations or other applicable requirements, or contamination or cross-contaminations of product candidates in the manufacturing process; â€¢ third-party clinical investigators losing the licenses or permits necessary to perform our clinical trials, not performing our clinical trials on our anticipated schedule or consistent with the clinical trial protocol or other regulatory requirements or committing fraud; or â€‹ â€¢ changes in regulatory requirements, guidance, or feedback from regulatory agencies that require amending or submitting new clinical protocols or otherwise modifying the design of our clinical trials. â€‹ We could also encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions in which such trials are being conducted, by a Data Safety Monitoring Board for such trial or by the FDA or applicable foreign authorities. Such authorities may impose such a suspension or termination due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or applicable foreign authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a drug, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. In addition, changes in regulatory requirements and policies may occur, and we may need to amend clinical trial protocols to comply with these changes. Amendments may require us to resubmit our clinical trial protocols to IRBs for reexamination and approval, which may impact the costs, timing or successful completion of a clinical trial. Further, conducting clinical trials in foreign countries, as we may do for our product candidates, presents additional risks that may delay completion of our clinical trials. These risks include the failure of enrolled patients in foreign countries to adhere to clinical protocols as a result of differences in healthcare services or cultural customs, managing additional administrative burdens associated with foreign regulatory requirements, as well as political, currency exchange and other economic risks relevant to such foreign countries. Investigators and patients may not be able to comply with clinical trial protocols if quarantines impede patient movement or interrupt healthcare services. Similarly, our ability to recruit and retain patients and principal investigators and site staff which in turn could adversely impact our clinical trial operations. Additionally, we may experience interruption of key clinical trial activities, such as clinical trial site monitoring, due to limitations on travel, quarantines or social distancing protocols imposed or recommended by federal or state governments, employers and others in connection with public health concerns. We have faced and may continue to face delays in meeting our anticipated timelines for our ongoing and planned clinical trials. We experienced delays in our patient enrollment and our supply chain as a direct result of COVID-19 on our suppliersâ€™ ability to timely manufacture and ship certain supplies such as reagents and other lab consumables and due to the data collection omission at a clinical site as discussed above. These delays have previously impacted and could in the future adversely affect our business, financial condition, results of operations and growth prospects. Any inability to successfully complete preclinical and clinical development could result in additional costs to us or impair our ability to generate revenue from future product sales and regulatory and commercialization milestones. In addition, if we make manufacturing or formulation changes to our product candidates, we may need to conduct additional testing to bridge our modified product candidate to earlier versions. For example, to facilitate potential commercial-scale manufacturing, we expect to transition from capsule formulations of our product candidates used for early clinical trials to tablet formulations, including the addition of excipients, in later stage clinical trials. While these formulation transitions are common for small molecule drug candidates, we cannot guarantee that we will not encounter delays or unexpected results in bridging studies or implementing necessary changes to the manufacturing process. Clinical trial delays could also shorten any periods during which we may have the exclusive right to commercialize our product candidates, if approved, or allow our competitors to bring comparable products to market before we do, which could impair our ability to successfully commercialize our product candidates and may harm our business, financial condition, results of operations and prospects. Â 21 TABLE OF CONTENTS Â Risks Related to our Reliance on Third Parties We rely on third parties for the manufacture of our product candidates for preclinical and clinical development and expect to continue to do so for the foreseeable future. This reliance on third parties increases the risk that we will not have sufficient quantities of our product candidates or products or such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts. We do not own or operate manufacturing facilities and have no plans to build our own clinical or commercial scale manufacturing capabilities. We rely, and expect to continue to rely, on third parties for the manufacture of our product candidates and related raw materials for preclinical and clinical development, as well as for commercial manufacture if any of our product candidates receive marketing approval. This reliance increases the risk that we will not have sufficient quantities of our product candidates or products, if approved, or such quantities at an acceptable cost or quality, which could delay, prevent or impair our development or commercialization efforts. Our active pharmaceutical ingredients and drug product for our product candidates are currently provided by a single-source supplier, WuXi STA, a subsidiary of WuXi AppTec, and we expect to rely on this supplier for the foreseeable future. However, certain Chinese biotechnology companies and CMOs may become subject to legislation, trade restrictions, sanctions, and other regulatory requirements by the U.S. government, which could restrict or even prohibit our ability to work with such entities, thereby potentially disrupting the supply of material to us. For example, the recently proposed BIOSECURE Act introduced in the U.S. House of Representatives, and a substantially similar bill in the U.S. Senate, target U.S. government contracts, grants, and loans for entities that use equipment and services from specific named Chinese biotechnology companies, which currently include WuXi AppTec and WuXi Biologics and certain of their respective subsidiaries and affiliates, and authorizes the U.S. government to include additional Chinese biotechnology companies of concern. The current House version of the BIOSECURE Act provides a grandfathering provision with respect to a contract or agreement entered into with a designated biotechnology company of concern before the effective date until January 1, 2032. Given the current legislative climate, the pathway and timing for the BIOSECURE Act or its provisions to become law are uncertain. Should the BIOSECURE Act or its provisions become law with the currently proposed grandfathering provisions, we expect such grandfathering provisions will allow adequate time to identify and execute agreements with alternative manufacturers if necessary. In addition to the BIOSECURE Act, any additional executive action, legislative action or potential sanctions applicable to our current and any future suppliers could materially impact our relationship with such suppliers. U.S. executive agencies have the ability to designate entities and individuals on various governmental prohibited and restricted parties lists. Depending on the designation, potential consequences can range from a comprehensive prohibition on all transactions or dealings with designated parties, or a limited prohibition on certain types of activities, such as exports and financing activities, with designated parties. If any current or future supplier is designated on any U.S. government prohibited party lists, such designation could impact and potentially restrict our engagement with such suppliers. We have contracted with, or are in the process of pursuing contracts with, alternative suppliers or manufacturers outside of China for our active pharmaceutical ingredients and drug product for our product candidates. While we believe that our current manufacturing plan will provide us with alternative sources for such supplies, there is a risk that, if supplies are interrupted, or the quality of ingredients provided by such alternative sources is not to our specification, it would cause delays in our supply chain and increase the cost of manufacturing our drugs, which could materially harm our business. Furthermore, we do not have complete control over all aspects of the manufacturing process of, and are dependent on, our contract manufacturing partners for compliance with cGMP regulations for manufacturing both active drug substances and finished drug products. Third-party manufacturers may not be able to comply with cGMP regulations or similar regulatory requirements outside of the United States. If our contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA and others, they will not be able to secure and/or maintain marketing approval for their manufacturing facilities. In addition, we do not have control over the ability of our contract manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA or an applicable foreign authority does not approve these facilities for the manufacture of our product candidates or if the FDA or applicable foreign authority, withdraws any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain marketing approval for or market our product candidates, if approved. Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in Â 22 TABLE OF CONTENTS Â sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates or drugs, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our product candidates or drugs and harm our business and results of operations. Â 23 TABLE OF CONTENTSâ€‹ Â SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS This prospectus and the documents we have filed with the SEC that are incorporated by reference herein contain forward-looking statements within the meaning of

SectionÂ 27A of the Securities Act and SectionÂ 21E of the Exchange Act. These statements relate to future events or to our future operating or financial performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. You can identify some of these forward-looking statements by words or phrases, such as â€œmay,â€ â€œcan,â€ â€œwill,â€ â€œwould,â€ â€œshould,â€ â€œexpect,â€ â€œplan,â€ â€œanticipate,â€ â€œcould,â€ â€œintend,â€ â€œtarget,â€ â€œproject,â€ â€œcontemplate,â€ â€œbelieve,â€ â€œestimate,â€ â€œpredict,â€ â€œpotential,â€ or â€œcontinueâ€ or other similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements include statements relating to: â€¢ the timing, progress and results of preclinical studies and clinical trials for our product candidates, including our product development plans and strategies; â€‹ â€¢ the impact of data collection omissions at any of our clinical sites; â€‹ â€¢ the timing, scope and likelihood of regulatory filings and approvals, including final regulatory approval of our product candidates; â€‹ â€¢ the potential benefits and market opportunity for our product candidates and discovery platform; â€‹ â€¢ expectations regarding the size, scope and design of clinical trials; â€‹ â€¢ our plans and strategy with respect to our drug discovery efforts and potential benefits of our discovery platform; â€‹ â€¢ our manufacturing, commercialization and marketing plans and strategies; â€‹ â€¢ our plans to hire additional personnel and our ability to attract and retain such personnel; â€‹ â€¢ our estimates of the number of patients who suffer from the diseases we are targeting and potential growth in our target markets; â€‹ â€¢ our expectations regarding the approval and use of our product candidates; â€‹ â€¢ our competitive position and the development and impact of competing therapies that are or may become available; â€‹ â€¢ expectations regarding future events under collaboration and licensing agreements, including potential future payments, as well as our plans and strategies for entering into further collaboration and licensing agreements; â€‹ â€¢ our intellectual property position, including the scope of protection we are able to establish and maintain for intellectual property rights covering product candidates we may develop, including the extensions of existing patent terms where available, the validity of intellectual property rights held by third parties, and our ability not to infringe, misappropriate or otherwise violate any third-party intellectual property rights; â€‹ â€¢ the rate and degree of market acceptance and clinical utility of product candidates we may develop; â€‹ â€¢ our estimates regarding expenses, future revenue, capital requirements and needs for additional financing; â€‹ â€¢ our future financial performance; â€‹ â€¢ the period over which we estimate our existing cash, cash equivalents and short-term investments will be sufficient to fund our future operating expenses and capital expenditure requirements; â€‹ â€¢ the impact of laws and regulations; â€‹ Â 24 TABLE OF CONTENTS Â â€¢ the ongoing impact of geopolitical and macroeconomic factors; and â€‹ â€¢ our anticipated use of the net proceeds from this offering. â€‹ You should not rely on forward-looking statements as predictions of future events. These forward-looking statements involve various risks and uncertainties. Although we believe that our expectations expressed in these forward- looking statements are reasonable, our expectations may later be found to be incorrect. Our actual results could be materially different from our expectations. Important risks and factors that could cause our actual results to be materially different from our expectations are generally set forth in the sections titled â€œRisk Factorsâ€ and â€œManagementâ€™s Discussion and Analysis of Financial Condition and Results of Operationsâ€ section in our Annual Report on Form 10-K for the year ended DecemberÂ 31, 2023 and in our Quarterly Report for the quarter ended March 31, 2024, which are incorporated by reference herein, and in other sections in this prospectus. You should read thoroughly this prospectus and the documents incorporated by reference herein with the understanding that our actual future results may be materially different from and worse than what we expect. We qualify all of our forward-looking statements by these cautionary statements. In addition, statements that â€œwe believeâ€ and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this prospectus. While we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements. The forward-looking statements made in this prospectus or the documents incorporated by reference herein relate only to events or information as of the date on which the statements are made. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this prospectus, the documents incorporated by reference herein and the documents that we refer to in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect. Â 25 TABLE OF CONTENTSâ€‹ Â MARKET AND INDUSTRY DATA This prospectus and the documents incorporated by reference herein contain estimates, projections and other information concerning our industry, our business and the markets for our product candidates, including data regarding the estimated size of such markets and the incidence of certain medical conditions. Unless otherwise expressly stated, we obtained the industry, market and similar data set forth in this prospectus and the documents incorporated by reference herein from our internal estimates and research and from academic and industry research, publications, surveys and studies conducted by third parties, including governmental agencies. In some cases, we do not expressly refer to the sources from which this data is derived. In that regard, when we refer to one or more sources of this type of information in any paragraph, you should assume that other information of this type appearing in the same paragraph is derived from the same sources, unless otherwise expressly stated or the context otherwise requires. Information that is based on estimates, forecasts, projections, market research or similar methodologies is inherently subject to uncertainties and involves a number of assumptions and limitations; as a result, actual events or circumstances may differ materially from events and circumstances that are assumed in this information. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled â€œRisk Factorsâ€ in this prospectus and in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, which is incorporated by reference herein. Although we are responsible for all of the disclosure contained in this prospectus and the documents incorporated by reference herein and we believe that the data we use from third parties are reliable, we have not separately verified this data. Further, while we believe that our internal research is reliable, such research has not been verified by any third party. You are cautioned not to give undue weight to any such information, projections and estimates. Â 26 TABLE OF CONTENTSâ€‹ Â USE OF PROCEEDS We estimate that the net proceeds to us from our issuance and sale of 8,000,000 ADSs in this offering will be approximately $255.8Â million (or approximately $294.4Â million if the underwriters exercise in full their option to purchase additional ADSs), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and in each case assuming no sale of any pre-funded warrants in this offering. This estimate assumes a public offering price of $34.20 per ADS (the last reported sale price of our ADSs on Nasdaq on MayÂ 31, 2024). Each $1.00 increase (decrease) in the assumed public offering price of $34.20 per ADS (the last reported sale price of our ADSs on Nasdaq on MayÂ 31, 2024) would increase (decrease) the net proceeds to us from this offering by approximately $7.5 million, assuming the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same and assuming no sale of any pre-funded warrants in this offering, after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us. Each increase (decrease) of 1,000,000 ADSs in the number of ADSs offered by us, assuming no change in the assumed public offering price of $34.20 per ADS (the last reported sale price of our ADSs on Nasdaq on MayÂ 31, 2024) and no sale of any pre-funded warrants in this offering, would increase (decrease) our net proceeds from this offering by approximately $32.1 million, after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us. We intend to use the net proceeds of this offering, together with our existing cash, cash equivalents and short-term investments, as follows: â€¢ approximately $150.0 to $170.0 million to advance the development of our GLP-1R selective oral small molecules, including the completion of a 36 week Phase 2b obesity study and a Phase 2 T2DMÂ study, and initiation of a Phase 3 study in obesity and T2DM for GSBR-1290; â€‹ â€¢ approximately $70.0 to $80.0 million to advance our next generation GLP-1R selective candidates with enhanced properties, GLP-1R combination candidates including amylin receptor agonists, GIPR and dual GLP-1R/GIPR agonists, and glucagon receptor agonists and potential combinations; â€‹ â€¢ approximately $50.0 to $60.0 million to advance the development of our (i)Â APJR agonist program, ANPA-0073, through the initiation of a Phase 1 formulation bridging PK study as well as additional preclinical development studies in IPF and selective or muscle-sparing weight loss indications and (ii)Â LPA1R antagonist program, LTSE-2578 for IPF, including preclinical development and completion of our first-in-human PhaseÂ 1 SAD/MAD study in healthy volunteers; and â€‹ â€¢ the remaining proceeds to fund other research and development activities and general corporate purposes, which we expect will include the hiring of additional personnel, capital expenditures and the costs of operating as a public company. â€‹ Based on our current business plan, we estimate that our existing cash, cash equivalents and short-term investments as of the date of this prospectus, together with the estimated net proceeds from this offering, will be sufficient to fund our projected operations through at least 2027. The expected use of net proceeds from this offering represents our intentions based on our current plans and business conditions, which we could change in our discretion in the future as our plans and business conditions evolve. Due to the many variables inherent to the development of our product candidates at this time, such as the timing of patient enrollment and evolving regulatory requirements, we cannot currently predict the stage of development we expect to achieve for our product candidates with the net proceeds of this offering. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress of our development, such as any collaborations or licensing agreements we may enter into with third parties for any additional product candidates or technologies we may in-license, the status of and results from the preclinical studies and clinical trials of our product candidates, and our operating costs and expenditures. As a result, our management will have broad discretion over the use of the net proceeds from this offering and may change the allocation of use of these proceeds among the uses described above. An investor will not have the opportunity to evaluate the economic, financial or other information on which we base our decisions on how to use the proceeds. The expected net proceeds of this offering will not be sufficient for us to fund all our product candidates through regulatory approval, and we will need to raise substantial additional capital to complete the development and commercialization of our product candidates. Â 27 TABLE OF CONTENTS Â Pending the uses described above, we intend to invest the net proceeds from this offering in short term, investment-grade, interest-bearing securities such as money market funds, certificates of deposit, corporate bonds and commercial paper, and obligations of the U.S. government, including guaranteed obligations of the U.S. government, including treasuries and government-sponsored enterprises. Â 28 TABLE OF CONTENTSâ€‹ Â DIVIDEND POLICY We have never declared or paid dividends on our ordinary shares. We currently expect to retain all future earnings for use in the operation and expansion of our business and do not anticipate paying cash dividends in the foreseeable future. The declaration, amount and payment of any dividends in the future will be determined by our board of directors, in its discretion, and will depend on a number of factors, including our earnings, capital requirements, overall financial condition and contractual, legal, tax and regulatory restrictions. If we elect to pay such dividends in the future, we may reduce or discontinue entirely the payment of such dividends at any time. If we pay any dividends, ADS holders will generally have the right to receive the dividends paid on the underlying ordinary shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See the section titled â€œDescription of American Depositary Shares.â€ Â 29 TABLE OF CONTENTSâ€‹ Â CAPITALIZATION The following table sets forth our cash, cash equivalents and short-term investments and our capitalization as of MarchÂ 31, 2024: â€¢ on an actual basis; and â€‹ â€¢ on an as adjusted basis to give effect to the issuance and sale of 24,000,000 ordinary shares represented by ADSs being offered hereby at the assumed public offering price of $34.20 per ADS (the last reported sale price of our ADSs on Nasdaq on MayÂ 31, 2024), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and assuming no sale of any pre-funded warrants in this offering. â€‹ The as adjusted information set forth below is illustrative only and will be adjusted based on the actual public offering price and other terms of this offering determined at pricing, including the number of pre-funded warrants purchase, if any, in this offering. You should read this information in conjunction with our consolidated financial statements and the related notes, as well as the section titled â€œManagementâ€™s Discussion and Analysis of Financial Condition and Results of Operations,â€ included in our condensed consolidated financial statements in our Quarterly Report on Form 10-Q for the quarter ended MarchÂ 31, 2024, which are incorporated by reference herein. â€‹ â€‹ â€‹ AS OF MARCHÂ 31, 2024 â€‹ â€‹ â€‹ â€‹ ACTUAL â€‹ â€‹ AS ADJUSTED(1)(2) â€‹ â€‹ â€‹ (IN THOUSANDS, EXCEPT SHARE AND PER SHARE AMOUNTS) â€‹ Cash, cash equivalents and short-term investments â€‹ â€‹ â€‹ $ 436,449 â€‹ â€‹ â€‹ â€‹ $ 692,233 â€‹ â€‹ Shareholdersâ€™ equity: â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ Undesignated shares, $0.0001 par value; 100,000,000 shares authorized as of MarchÂ 31, 2024 â€‹ â€‹ â€‹ â€‹ â€” â€‹ â€‹ â€‹ â€‹ â€‹ â€” â€‹ â€‹ Ordinary shares, $0.0001 par value; 500,000,000 shares authorized as of March 31, 2024, 139,856,287 shares issued and outstanding as of MarchÂ 31, 2024, actual; and 163,856,287 shares issued and outstanding as of MarchÂ 31, 2024, as adjusted â€‹ â€‹ â€‹ â€‹ 14 â€‹ â€‹ â€‹ â€‹ â€‹ 16 â€‹ â€‹ Additional paid-in capital â€‹ â€‹ â€‹ â€‹ 662,502 â€‹ â€‹ â€‹ â€‹ â€‹ 918,284 â€‹ â€‹ Accumulated other comprehensive (loss) income â€‹ â€‹ â€‹ â€‹ (90) â€‹ â€‹ â€‹ â€‹ â€‹ (90) â€‹ Accumulated deficit â€‹ â€‹ â€‹ â€‹ (232,608) â€‹ â€‹ â€‹ â€‹ â€‹ (232,608) â€‹ â€‹ Total shareholdersâ€™ equity â€‹ â€‹ â€‹ â€‹ 429,818 â€‹ â€‹ â€‹ â€‹ â€‹ 685,602 â€‹ â€‹ Total capitalization â€‹ â€‹ â€‹ $ 429,818 â€‹ â€‹ â€‹ â€‹ $ 685,602 â€‹ â€‹ â€‹ (1) Each $1.00 increase (decrease) in the assumed public offering price of $34.20 per ADS (the last reported sale price of our ADSs on Nasdaq on MayÂ 31, 2024) would increase (decrease) each of our as adjusted cash, cash equivalents and short-term investments, additional paid-in capital, total shareholdersâ€™ equity and total capitalization by approximately $7.5 million, assuming that the number of ADSs offered, as set forth on the cover of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and assuming no sale of any pre-funded warrants in this offering. Each increase (decrease) as adjusted of 1,000,000 ADSs in the number of ADSs offered by us would increase (decrease) each of our cash, cash equivalents and short-term investments, total assets, working capital and total shareholdersâ€™ equity by approximately $32.1 million, assuming the assumed public offering price per ADS remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and assuming no sale of any pre-funded warrants in this offering. â€‹ (2) This as adjusted information is illustrative only and will depend on the actual public offering price and other terms of this offering determined at pricing. â€‹ Â 30 TABLE OF CONTENTS Â The number of ordinary shares to be outstanding after this offering is based on 139,856,287 ordinary shares outstanding as of March 31, 2024 and excludes: â€¢ 12,061,142 ordinary shares issuable upon the exercise of outstanding options as of MarchÂ 31, 2024, with a weighted-average exercise price of $5.38 per share; â€‹ â€¢ 280,800 ordinary shares issuable upon the exercise of outstanding options granted subsequent to MarchÂ 31, 2024, with a weighted-average exercise price of $12.30 per share; â€‹ â€¢ 945,237 ordinary shares issuable upon the vesting of restricted stock units as of March 31, 2024; â€‹ â€¢ 25,794 ordinary shares issued subsequent to March 31, 2024, with a purchase price of $9.35 per share under our ESPP; â€‹ â€¢ 12,018,749 ordinary shares reserved for future issuance under our 2023 Plan, as well as any automatic increases in the number of ordinary shares reserved for future issuance under the 2023 Plan; â€‹ â€¢ 2,392,210 ordinary shares reserved for future issuance under our ESPP, as well as any automatic increases in the number of ordinary shares reserved for future issuance under the ESPP; and â€‹ â€¢ 16,968,375 ordinary shares issued to the Depositary for bulk issuance of ADSs reserved for future issuances upon exercise, vesting or settlement of equity granted under our 2023 Plan and ESPP as of March 31, 2024. â€‹ Â 31 TABLE OF CONTENTSâ€‹ Â DILUTION If you invest in our securities in this offering, your ownership interest will be diluted for each ADS or pre-funded warrant you purchase to the extent of the difference between the public offering price per ADS or pre-funded warrant and our as adjusted net tangible book value per ADS immediately after this offering. Dilution results from the fact that the public offering prices per ordinary share represented by ADSs or per pre-funded warrant, respectively, are substantially in excess of the book value per ordinary share attributable to the existing holders for our presently outstanding ordinary shares. As of MarchÂ 31, 2024, we had a historical net tangible book value of $429.8 million, or $3.07 per ordinary share and $9.22 per ADS. We calculate net tangible book value per ordinary share by dividing our total tangible assets (which excludes deferred offering costs) less our total liabilities by the number of our ordinary shares outstanding. After giving effect to the receipt of the estimated net proceeds from our sale of ADSs in this offering assuming the public offering price of $34.20 per ADS (the last reported sale price of our ADS on Nasdaq on MayÂ 31, 2024) and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, and assuming no sale of any pre-funded warrants in this offering, our as adjusted net tangible book value at MarchÂ 31, 2024 would have been approximately $685.6 million, or $4.18 per ordinary share and $12.55 per ADS. This represents an immediate increase in as adjusted net tangible book value of $1.11 per ordinary share and $3.33 per ADS to existing shareholders and an immediate dilution of $7.22 per ordinary share and $21.65 per ADS to new investors participating in this offering. The following table illustrates such dilution: â€‹ Assumed public offering price per ADS â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ $ 34.20 â€‹ â€‹ â€‹ Historical net tangible book value per ADS as of March 31, 2024 â€‹ â€‹ â€‹ $ 9.22 â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ Increase in as adjusted net tangible book value per ADS attributable to new investors participating in this offering â€‹ â€‹ â€‹ â€‹ 3.33 â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ As adjusted net tangible book value per ADS after this offering â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ 12.55 â€‹ â€‹ â€‹ Dilution per ADS to new investors purchasing shares in this offering â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ $ 21.65 â€‹ â€‹ Each $1.00 increase (decrease) in the assumed public offering price of $34.20 per ADS (the last reported sale price of our ADSs on Nasdaq on MayÂ 31, 2024), would decrease (increase) the dilution to new investors by $0.29 per ordinary share and $0.86 per ADS, assuming no change to the number of ADSs offered by us as set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us, and assuming no sale of any pre-funded warrants in this offering. Each increase of 1,000,000 ADSs in the number of ADSs offered by us would decrease the dilution to new investors by $0.12 per ordinary share and $0.35 per ADS, assuming the assumed public offering price remains the same, after deducting estimated underwriting discounts and commissions and estimated expenses payable by us, and assuming no sale of any pre-funded warrants in this offering. And each decrease of 1,000,000 ADSs in the number of ADSs offered by us would increase the dilution to new investors by $0.12 per ordinary share and $0.37 per ADS, assuming the assumed public offering price remains the same, after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us, and assuming no sale of any pre-funded warrants in this offering. If the underwriters exercise their option to purchase additional ADSs in full, the as adjusted net tangible book value would be $4.32 per ordinary share and $12.97 per ADS, and the dilution in as adjusted net tangible book value to investors in this offering would be $7.08 per ordinary share and $21.23 per ADS, in each case at the assumed public offering price of $34.20 per ADS (the last reported sale price of our ADS on Nasdaq on MayÂ 31, 2024) and assuming no sale of any pre-funded warrants in this offering. The number of ordinary shares to be outstanding after this offering is based on 139,856,287 ordinary shares outstanding as of March 31, 2024 and excludes: â€¢ 12,061,142 ordinary shares issuable upon the exercise of outstanding options as of March 31, 2024, with a weighted-average exercise price of $5.38 per share; â€‹ Â 32 TABLE OF CONTENTS Â â€¢ 280,800 ordinary shares issuable upon the exercise of outstanding options granted subsequent to MarchÂ 31, 2024, with a weighted-average exercise price of $12.30 per share; â€‹ â€¢ 945,237 ordinary shares issuable upon the vesting of restricted stock units as of March 31, 2024; â€‹ â€¢ 25,794 ordinary shares were issued subsequent to March 31, 2024, with a purchase price of $9.35 per share under our ESPP; â€‹ â€¢ 12,018,749 ordinary shares reserved for future issuance under our 2023 Plan, as well as any automatic increases in the number of ordinary shares reserved for future issuance under the 2023 Plan; â€‹ â€¢ 2,392,210 ordinary shares reserved for future issuance under our ESPP, as well as any automatic increases in the number of ordinary shares reserved for future issuance under the ESPP; and â€‹ â€¢ 16,968,375 ordinary shares issued to the Depositary for bulk issuance of ADSs reserved for future issuances upon exercise, vesting or settlement of equity granted under our 2023 Plan and ESPP as of March 31, 2024. â€‹ The as adjusted information discussed above is illustrative only. Our net tangible book value following the closing of this offering is subject to adjustment based on the actual public offering price of the ADSs and other terms of this offering determined at pricing, including the number of pre-funded warrants purchased, if any, in this offering. New investors will experience further dilution if new options or warrants are issued under our equity incentive plans or we issue additional ordinary shares, other equity securities or convertible debt securities in the future. In addition, we may choose to raise additional capital because of market conditions or strategic considerations, even if we believe that we have sufficient funds for our current or future operating plans. If we raise additional capital through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to our shareholders. Â 33 TABLE OF CONTENTSâ€‹ Â ENFORCEMENT OF CIVIL LIABILITIES We are incorporated in the Cayman Islands to take advantage of certain benefits associated with being a Cayman Islands exempted company, such as: â€¢ political and economic stability; â€‹ â€¢ an effective judicial system; â€‹ â€¢ a favorable tax system; â€‹ â€¢ the absence of exchange control or currency restrictions; and â€‹ â€¢ the availability of professional and support services. â€‹ However, certain disadvantages accompany incorporation in the Cayman Islands. These disadvantages include, but are not limited to: â€¢ the Cayman Islands has a less developed body of securities laws as compared to the United States and these securities laws provide significantly less protection to investors as compared to the United States; and â€‹ â€¢ Cayman Islands companies may not have standing to sue before the federal courts of the United States. â€‹ Our constituent documents do not contain provisions requiring that disputes, including those arising under the securities laws of the United States, between us, our officers, directors and shareholders, be arbitrated. Certain of our operations are conducted in China, and certain of our assets are located in China. Certain of our executive officers are nationals or residents of jurisdictions other than the United States or may have assets located outside the United States. As a result, it may be difficult for a shareholder to effect service of process within the United States upon these persons, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States. We have appointed Raymond Stevens as our agent upon whom process may be served in any action brought against us under the securities laws of the United States. Travers Thorp Alberga, our legal counsel as to Cayman Islands law, and Zhong Lun Law Firm, our legal counsel as to Chinese law, have advised us, respectively, that there is uncertainty as to whether the courts of the Cayman Islands and China, respectively, would: â€¢ recognize or enforce judgments of United States courts obtained against us or our directors or officers predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States; or â€‹ â€¢ entertain original actions brought in each respective jurisdiction against us or our directors or officers predicated upon the securities laws of the United States or any state in the United States. â€‹ Travers Thorp Alberga has informed us that the uncertainty with regard to Cayman Islands law relates to whether a judgment obtained from the United States courts under civil liability provisions of the securities laws will be determined by the courts of the Cayman Islands as penal or punitive in nature. The courts of the Cayman Islands may not recognize or enforce such judgments against a Cayman Islands company. Because the courts of the Cayman Islands have yet to rule on whether such judgments are penal or punitive in nature, it is uncertain whether they would be enforceable in the Cayman Islands. Travers Thorp Alberga have advised us that the United States and the Cayman Islands do not have a treaty providing for reciprocal recognition and enforcement of judgments of U.S. courts in civil and commercial matters, and although there is no statutory enforcement in the Cayman Islands of judgments obtained in the federal or state courts of the United States, a judgment in personam obtained in such jurisdiction will be recognized and enforced in the courts of the Cayman Islands at common law, without any re-examination of the merits of the underlying dispute, by an action commenced on the foreign judgment debt in the Grand Court of the Cayman Islands, provided such judgment: Â 34 TABLE OF CONTENTS Â â€¢ is given by a competent foreign court with jurisdiction to give the judgment; â€‹ â€¢ imposes a specific positive obligation on the judgment debtor (such as an obligation to pay a liquidated sum or perform a specified obligation); â€‹ â€¢ is final and conclusive; â€‹ â€¢ is not in respect of taxes, a fine or a penalty; and â€‹ â€¢ was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands. â€‹ Zhong Lun Law Firm has further advised us that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. Chinese courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. China does not have any treaties or other form of reciprocity with the United States or the Cayman Islands that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, courts in China will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates the basic principles of Chinese law or national sovereignty, security or social public interest. As a result, it is uncertain whether and on what basis a Chinese court would enforce a judgment rendered by a court in the United States or in the Cayman Islands. Under the PRC Civil Procedures Law, foreign shareholders may originate actions based on Chinese law against a company in China for disputes if they can establish sufficient nexus to China for a Chinese court to have jurisdiction, and meet other procedural requirements, including, among others, the plaintiff must have a direct interest in the case, and there must be a concrete claim, a factual basis and a cause for the suit. However, it would be difficult for foreign shareholders to establish sufficient nexus to China by virtue only of holding our ADSs or Ordinary Shares. In addition, it will be difficult for U.S. shareholders to originate actions against us in China in accordance with Chinese laws because we are incorporated under the laws of the Cayman Islands and it will be difficult for U.S. shareholders, by virtue only of holding our ADSs or Ordinary Shares, to establish a connection to China for a Chinese court to have jurisdiction as required under the PRC Civil Procedures Law. Â 35 TABLE OF CONTENTSâ€‹ Â DESCRIPTION OF SHARE CAPITAL We are a Cayman Islands exempted company incorporated with limited liability and our affairs are governed by our amended and restated memorandum and articles of association, the Companies Act (as amended) of the Cayman Islands, (the â€œCompanies Actâ€) and the common law of the Cayman Islands. Our authorized share capital is $60,000, divided into 600,000,000 shares, of which (i)Â 500,000,000 are designated as ordinary shares, par value of $0.0001 per share, and (ii)Â 100,000,000 shares, par value of $0.0001Â per share, of such class or classes (however designated) of shares (the â€œUndesignated ClassÂ Sharesâ€), as our board of directors may determine in accordance with our amended and restated memorandum and articles of association. 9,812,438 of the Undesignated Class Shares have been designated as non-voting ordinary shares. Our board of directors may, without further action by our shareholders, fix the rights, preferences, privileges and restrictions of up to an aggregate of 100,000,000 other shares, including preferred shares, in one or more classes or series and authorize their issuance. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting any series or the designation of such series, any or all of which may be greater than the rights of our ordinary shares. The issuance of our other shares, including potentially preferred shares, could adversely affect the voting power of holders of ADSs and ordinary shares and the likelihood that such holders will receive dividend payments and payments upon liquidation. In addition, the issuance of other shares, including preferred shares, could have the effect of delaying, deferring, or preventing a change of control or other corporate action. Amended and Restated Memorandum and Articles of Association The following are summaries of material provisions of our amended and restated memorandum and articles of association, and of the Companies Act, insofar as they relate to the material terms of our ordinary shares. Objects of Our Company.Â Â Â Under our amended and restated memorandum and articles of association, the objects of our company are unrestricted, and we have the full power and authority to carry out any object not prohibited by the law of the Cayman Islands. Ordinary Shares.Â Â Â Our ordinary shares are issued in registered form and are issued when registered in our register of members. We may not issue shares to bearer. Our shareholders who are nonresidents of the Cayman Islands may freely hold and vote their shares. Dividends.Â Â Â The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. In addition, our shareholders may declare dividends by ordinary resolution, but no dividend shall exceed the amount recommended by our directors. Our amended memorandum and restated articles of association provide that the directors may, before recommending or declaring any dividend, set aside out of the funds legally available for distribution such sums as they think proper as a reserve or reserves which shall, in the absolute discretion of the directors, be applicable for meeting contingencies or for equalizing dividends or for any other purpose to which those funds may be properly applied. Under the laws of the Cayman Islands, we may pay a dividend out of either profit or the credit standing in our share premium account, provided that in no circumstances may a dividend be paid if this would result in our inability to pay our debts as they fall due in the ordinary course of business immediately following the date on which the distribution or dividend is paid. Voting Rights.Â Â Â Holders of our ordinary shares are entitled to one vote per share. Voting at any shareholdersâ€™ meeting is by show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). A poll may be demanded by the chairman of such meeting or any one or more shareholders who together hold not less than 10% of the votes attaching to the total ordinary shares which are present in person or by proxy at the meeting. An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes cast attaching to the issued and outstanding Â 36 TABLE OF CONTENTS Â ordinary shares at a meeting. A special resolution will be required for important matters such as a change of name or making changes to our amended and restated memorandum and articles of association. Holders of the ordinary shares may, among other things, divide or combine their shares by ordinary resolution. General Meetings of Shareholders.Â Â Â Shareholdersâ€™ general meetings may be convened by a majority of our board of directors. Advance notice of at least 10 calendar days is required for the convening of our annual general shareholdersâ€™ meeting (if any) and any other general meeting of our shareholders. A quorum required for any general meeting of shareholders consists of at least one shareholder present or by proxy, representing not less than one-third of all votes attaching to all of our shares in issue and entitled to vote. The Companies Act provides shareholders with only limited rights to requisition a general meeting and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a companyâ€™s articles of association. Our amended and restated memorandum and articles of association provide that upon the requisition of shareholders representing in aggregate not less than one-third of the votes attaching to the issued and outstanding shares of our company entitled to vote at general meetings, our board of directors will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. Shareholders seeking to bring business before the annual general meeting or to nominate candidates for election to our board of directors at the annual general meeting are required to deliver notice not later than the 90th day nor earlier than the 120th day prior to the scheduled date of the annual general meeting. Transfer of Ordinary Shares.Â Â Â Subject to the restrictions set out below, any of our shareholders may transfer all or any of his, her or its ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board of directors. Our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share which is not fully paid up or on which we have a lien. Our board of directors may also decline to register any transfer of any ordinary share unless: â€¢ the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer; â€‹ â€¢ the instrument of transfer is in respect of only one class of ordinary shares; â€‹ â€¢ the instrument of transfer is properly stamped, if required; â€‹ â€¢ in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; and â€‹ â€¢ a fee of such maximum sum as Nasdaq may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof. â€‹ If our directors refuse to register a transfer they shall, within threeÂ months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal. The registration of transfers may, after compliance with any notice required of Nasdaq, be suspended and the register closed at such times and for such periods as our board of directors may from time to time determine, provided, however, that the registration of transfers shall not be suspended nor the register closed for more than 30Â days in any year. Liquidation.Â Â Â On the winding up of our company, if the assets available for distribution amongst our shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst our shareholders in proportion to the par value of the shares held by them at the commencement of the winding up, subject to a deduction from those shares in respect of which there are monies due, of all monies payable to our company for unpaid calls or otherwise. If our assets available for distribution are insufficient to repay the whole of the share capital, the assets will be distributed so that the losses are borne by our shareholders in proportion to the par value of the shares held by them. Â 37 TABLE OF CONTENTS Â Calls on Shares and Forfeiture of Shares.Â Â Â Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their shares in a notice served to such shareholders at least 14Â days prior to the specified time and place of payment. The shares that have been called upon and remain unpaid are subject to forfeiture. Redemption, Repurchase and Surrender of Shares.Â Â Â Our ordinary shares are not subject to redemption provisions. We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders of these shares, on such terms and in such manner as may be determined by our board of directors. We may also repurchase any of our shares on such terms and in such manner as have been approved by our board of directors or by an ordinary resolution of our shareholders. Under the Companies Act, the redemption or repurchase of any share may be paid out of our profits or out of the proceeds of a new issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if our company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Act no such share may be redeemed or repurchased (i)Â unless it is fully paid up, (ii)Â if such redemption or repurchase would result in there being no shares issued and outstanding or (iii)Â if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration. Variations of Rights of Shares.Â Â Â If at any time our share capital is divided into different classes or series of shares, the rights attached to any class or series of shares (unless otherwise provided by the terms of issue of the shares of that class or series), whether or not our company is being wound-up, may be varied with the consent in writing of the holders of two-thirds of the issued shares of that class or series or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the class or series. The rights conferred upon the holders of the shares of any class issued shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pariÂ passu with such existing class of shares. Issuance of Additional Shares.Â Â Â Our amended and restated memorandum of association authorizes our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued shares. Our amended and restated memorandum of association also authorizes our board of directors to establish from time to time one or more series of preferred shares and to determine, with respect to any series of preferred shares, the terms and rights of that series, including: â€¢ the designation of the series; â€‹ â€¢ the number of shares of the series; â€‹ â€¢ the dividend rights, dividend rates, conversion rights, voting rights; â€‹ â€¢ the rights and terms of redemption and liquidation preferences; and â€‹ â€¢ any other powers, preferences and relative, participating, optional and other special rights. â€‹ Our board of directors may issue preferred shares without action by our shareholders to the extent authorized but unissued. Issuance of these shares may dilute the voting power of holders of ordinary shares. Inspection of Books and Records.Â Â Â Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our corporate records (except for the memorandum and articles of association of our company, any special resolutions passed by our company and the register of mortgages and charges of our company). However, we will provide our shareholders with annual audited consolidated financial statements. See the section titled â€œWhere You Can Find Additional Information.â€ Anti-Takeover Provisions.Â Â Â Some provisions of our amended and restated memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that: Â 38 TABLE OF CONTENTS Â â€¢ authorize our board of directors to issue preferred shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders; and â€‹ â€¢ limit the ability of shareholders to requisition and convene general meetings of shareholders. â€‹ However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our amended and restated memorandum and articles of association for a proper purpose and for what they believe in good faith to be in the best interests of our company. Exempted Company.Â Â Â We are an exempted company with limited liability under the Companies Act. The Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except that an exempted company: â€¢ does not have to file an annual return of its shareholders with the Registrar of Companies; â€‹ â€¢ is not required to open its register of members for inspection; â€‹ â€¢ does not have to hold an annual general meeting; â€‹ â€¢ may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20Â years in the first instance); â€‹ â€¢ may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands; â€‹ â€¢ may register as a limited duration company; and â€‹ â€¢ may register as a segregated portfolio company. â€‹ â€œLimited liabilityâ€ means that the liability of each shareholder is limited to the amount unpaid by the shareholder on the shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil). Summary of Rights of Non-Voting Ordinary Shares Voting Rights.Â Â Â Non-voting ordinary shares (i)Â shall confer upon the shareholder no right to receive notice of, to attend, to speak at nor to vote at our general meetings except as may be required by law and (ii)Â for the avoidance of doubt, shall not entitle the holder thereof to vote on the election of directors at any time. Distribution and Dividend Rights.Â Â Â The non-voting ordinary shares shall rank on parity with our ordinary shares as to distributions of assets upon our liquidation, dissolution or winding up, whether voluntary or involuntary. The non-voting ordinary shares shall be entitled on an equal basis to any dividends declared on the ordinary shares (on an as-converted to ordinary shares basis) to the extent permitted by law when, as and if declared by our board of directors. Conversion Rights.Â Â Â Each holder of non-voting ordinary shares shall have the right to convert each non-voting ordinary share held by such holder into one (1)Â ordinary share (subject to appropriate adjustment in the event of any dividend, split, reverse split, combination or other similar recapitalization with respect to the ordinary shares) at such holderâ€™s election by providing written notice to us; provided, however, that such non-voting ordinary shares may only be converted into ordinary shares during such time or times as immediately prior to or as a result of such conversion would not result in the holder(s) thereof beneficially owning (for purposes of SectionÂ 13(d) of the Exchange Act), when aggregated with affiliates with whom such holder is required to aggregate beneficial ownership for purposes of SectionÂ 13(d) of the Exchange Act, in excess of the Beneficial Ownership Limitation (as defined below). The â€œBeneficial Ownership Limitationâ€ means initially 9.99% of the ordinary shares. Any holder of non-voting ordinary shares may increase the Beneficial Ownership Limitation with respect to such holder, not to Â 39 TABLE OF CONTENTS Â exceed 19.99% of the ordinary shares, upon 61Â daysâ€™ prior written notice to us and may decrease the Beneficial Ownership Limitation at any time upon providing written notice of such election to us; provided, however, that no holder may make such an election to change theÂ percentage with respect to such holder unless all holders managed by the same investment advisor as such electing holder make the same election. Conversion Process.Â Â Â Before any holder of non-voting ordinary shares shall be entitled to convert any non-voting ordinary shares into Ordinary Shares, such holder shall (A)Â surrender the certificate or certificates therefor (if any), duly endorsed, at our principal corporate office or the registered office provider for the non-voting ordinary shares, and (B)Â provide written notice to us, during regular business hours at its principal corporate office, of such conversion election (in form satisfactory to us) and shall state therein the name or names (i)Â in which the certificate or certificates representing the ordinary shares into which the non-voting ordinary shares are so converted are to be issued (if such ordinary shares are certificated) or (ii)Â in which such ordinary shares are to be registered in book-entry form (if such ordinary shares are uncertificated). If the ordinary shares into which the non-voting ordinary shares are to be converted are to be issued in a name or names other than the name of the holder of the non-voting ordinary shares being converted, such notice shall be accompanied by a written instrument or instruments of transfer, in form satisfactory to us, duly executed by the holder. Certificates.Â Â Â We shall, as soon as practicable thereafter, but in any event within two business days, issue and deliver at such office to such holder, or to the nominee or nominees of such holder, a certificate or certificates representing the number of ordinary shares to which such holder shall be entitled upon such conversion (if such ordinary shares are certificated) or shall register such ordinary shares in book-entry form (if such ordinary shares are uncertificated). Such conversion shall be deemed to be effective immediately prior to the close of business on the date of such surrender of the non-voting ordinary shares to be converted following or contemporaneously with the provision of written notice of such conversion election as required by this section, the ordinary shares issuable upon such conversion shall be deemed to be outstanding as of such time, and the person or persons entitled to receive the ordinary shares issuable upon such conversion shall be deemed to be the record holder or holders of ordinary shares as of such time. Notwithstanding anything herein to the contrary, non-voting ordinary shares represented by a lost, stolen or destroyed share certificate may be converted if the holder thereof notifies us or its registered office provider that such certificate has been lost, stolen or destroyed and makes an affidavit of that fact acceptable to us and executes an agreement acceptable to us to indemnify us from any loss incurred by it in connection with such certificate. The effectiveness of any conversion of any non-voting ordinary shares into ordinary shares is subject to the expiration or early termination of any applicable premerger notification and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder. Differences in Corporate Law The Companies Act is derived, to a large extent, from the older Companies Acts of England but does not follow recent English statutory enactments and accordingly there are significant differences between the Companies Act and the current Companies Act of England. In addition, the Companies Act differs from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain significant differences between the provisions of the Companies Act applicable to us and the laws applicable to companies incorporated in the United States and their shareholders. Mergers and Similar Arrangements.Â Â Â The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (i)Â â€œmergerâ€ means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (ii)Â a â€œconsolidationâ€ means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (i)Â a special resolution of the shareholders of each constituent company, and (ii)Â such other authorization, if any, as may be specified in such constituent companyâ€™s articles of association. The written plan of merger or consolidation must be Â 40 TABLE OF CONTENTS Â filed with the Registrar of Companies of the Cayman Islands together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures. A merger between a Cayman parent company and its Cayman subsidiary or subsidiaries does not require authorization by a resolution of shareholders of that Cayman subsidiary if a copy of the plan of merger is given to every member of that Cayman subsidiary to be merged unless that member agrees otherwise. For this purpose a company is a â€œparentâ€ of a subsidiary if it holds issued shares that together represent at least ninetyÂ percent (90%) of the votes at a general meeting of the subsidiary. The consent of each holder of a fixed or floating security interest over a constituent company is required unless this requirement is waived by a court in the Cayman Islands. Save in certain limited circumstances, a shareholder of a Cayman Islands constituent company who dissents from the merger or consolidation is entitled to payment of the fair value of his, her or its shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) upon dissenting to the merger or consolidation, provide the dissenting shareholder complies strictly with the procedures set out in the Companies Act. The exercise of dissenter rights will preclude the exercise by the dissenting shareholder of any other rights to which he or she might otherwise be entitled by virtue of holding shares, save for the right to seek relief on the grounds that the merger or consolidation is void or unlawful. Separate from the statutory provisions relating to mergers and consolidations, the Companies Act also contains statutory provisions that facilitate the reconstruction and amalgamation of companies by way of schemes of arrangement, provided that the arrangement is approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that: â€¢ the statutory provisions as to the required majority vote have been met; â€‹ â€¢ the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class; â€‹ â€¢ the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and â€‹ â€¢ the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act. â€‹ The Companies Act also contains a statutory power of compulsory acquisition which may facilitate the â€œsqueeze outâ€ of dissentient minority shareholder upon a tender offer. When a tender offer is made and accepted by holders of 90.0% of the shares affected within four-months, the offeror may, within a two-month period commencing on the expiration of such four month period, require the holders of the remaining shares to transfer such shares to the offeror on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion. If an arrangement and reconstruction by way of scheme of arrangement is thus approved and sanctioned, or if a tender offer is made and accepted, a dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares. Â 41 TABLE OF CONTENTS Â Shareholdersâ€™ Suits.Â Â Â In principle, we will normally be the proper plaintiff to sue for a wrong done to us as a company, and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands court can be expected to follow and apply the common law principles (namely the rule in Foss v. Harbottle and the exceptions thereto) so that a non-controlling shareholder may be permitted to commence a class action against or derivative actions in the name of the company to challenge actions where: â€¢ a company acts or proposes to act illegally or ultra vires; â€‹ â€¢ the act complained of, although not ultra vires, could only be effected duly if authorized by more than a simple majority vote that has not been obtained; and â€‹ â€¢ those who control the company are perpetrating a â€œfraud on the minority.â€ â€‹ Indemnification of Directors and Executive Officers and Limitation of Liability.Â Â Â Cayman Islands law does not limit the extent to which a companyâ€™s memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our amended and restated memorandum and articles of association provide that we shall indemnify our officers and directors against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such director or officer, other than by reason of such personâ€™s dishonesty, willful default or fraud, in or about the conduct of our companyâ€™s business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his or her duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation. In addition, we have entered into indemnification agreements with our directors and executive officers that provide such persons with additional indemnification beyond that provided in our amended and restated memorandum and articles of association. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. Directorsâ€™ Fiduciary Duties.Â Â Â Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself or herself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director acts in a manner he or she reasonably believes to be in the best interests of the corporation. He or she must not use his or her corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, the director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation. As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore it is considered that he owes the following duties to the companyâ€‰â€”â€‰a duty to act bona fide in the best interests of the company, a duty not to make a profitÂ based on his or her position as director (unless the company permits him or her to do so), a duty not to put himself Â 42 TABLE OF CONTENTS Â or herself in a position where the interests of the company conflict with his or her personal interest or his or her duty to a third party, and a duty to exercise powers for the purpose for which such powers were intended. A director of a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his or her duties a greater degree of skill than may reasonably be expected from a person of his or her knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands. Shareholder Action by Written Resolution.Â Â Â Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. Our amended and restated articles of association provide that no action shall be taken by the shareholders except at an annual or extraordinary general meeting called in accordance with our amended and restated articles of association and no action shall be taken by the shareholders by written consent or electronic transmission. Shareholder Proposals.Â Â Â Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings. The Companies Act provides shareholders with only limited rights to requisition a general meeting. However, these rights may be provided in a companyâ€™s articles of association. Our amended and restated articles of association allow our shareholders holding in aggregate not less than one-third of all votes attaching to the issued and outstanding shares of our company entitled to vote at general meetings to requisition an extraordinary general meeting of our shareholders, in which case our board of directors is obliged to convene an extraordinary general meeting and to put the resolutions so requisitioned to a vote at such meeting. As an exempted Cayman Islands company, we may but are not obliged by law to call shareholdersâ€™ annual general meetings. See the section titled â€œOur Amended and Restated Memorandum and Articles of Associationâ€‰â€”â€‰ General Meetings of Shareholdersâ€ for more information on the rights of our shareholders to put proposals before the annual general meeting. Cumulative Voting.Â Â Â Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporationâ€™s certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled for a single director, which increases the shareholderâ€™s voting power with respect to electing such director. There are no prohibitions in relation to cumulative voting under the laws of the Cayman Islands but our amended and restated articles of association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation. Removal of Directors.Â Â Â Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our amended and restated articles of association, directors may be removed only for cause by an ordinary resolution of our shareholders. In addition, a directorâ€™s office shall be vacated if the director (i)Â becomes bankrupt or makes any arrangement or composition with his creditors; (ii)Â is found to be or becomes of unsound mind or dies; (iii)Â resigns his or her office by notice in writing to the company; (iv)Â without special leave of absence from our board of directors, is absent from three consecutive meetings of the board and the board resolves that his or her office be vacated; or (v)Â is removed from office pursuant to any other provisions of our amended and restated memorandum and articles of association. Transactions with Interested Shareholders.Â Â Â The Delaware General Corporation Law contains a business combination statute applicable to Delaware corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an â€œinterested shareholderâ€ for threeÂ years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or a group who or which owns or owned 15% or more of the targetâ€™s outstanding voting shares Â 43 TABLE OF CONTENTS Â within the past threeÂ years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware corporation to negotiate the terms of any acquisition transaction with the targetâ€™s board of directors. Cayman Islands law has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that such transactions must be entered into bona fide in the best interests of the company and not with the effect of constituting a fraud on the minority shareholders. Dissolution; Winding Up.Â Â Â Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporationâ€™s outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board. Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company is unable to pay its debts as they fall due, by an ordinary resolution of its members. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so. Under the Companies Act and our amended and restated articles of association, our company may be dissolved, liquidated or wound up by a special resolution of our shareholders. Variation of Rights of Shares.Â Â Â Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under Cayman Islands law and our amended and restated articles of association, if our share capital is divided into more than one class of shares, we may vary the rights attached to any class with the written consent of the holders of two-thirds of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class. Amendment of Governing Documents.Â Â Â Under the Delaware General Corporation Law, a corporationâ€™s governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under the Companies Act and our amended and restated memorandum and articles of association, our memorandum and articles of association may only be amended by a special resolution of our shareholders. Rights of Non-resident or Foreign Shareholders.Â Â Â There are no limitations imposed by our amended and restated memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our amended and restated memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed. Listing Our ADSs are listed on the Nasdaq Global Market under the trading symbol â€œGPCR.â€ Â 44 TABLE OF CONTENTSâ€‹ Â DESCRIPTION OF AMERICAN DEPOSITARY SHARES American Depositary Receipts JPMorgan Chase Bank, N.A., as depositary, will issue the ADS(s) which you will be entitled to receive in this offering. Each ADS will represent an ownership interest in a designated number of our ordinary shares which we will deposit with the custodian, as agent of the depositary, under the deposit agreement among ourselves, the depositary, yourself as a holder of American depositary receipt(s) that evidence the ADSs, or ADR(s), and all other ADR holders, and all beneficial owners of an interest in the ADSs evidenced by ADRs from time to time. The depositaryâ€™s office is located at 383 Madison Avenue, Floor 11, New York, NY 10179. The ADS to share ratio is subject to amendment as provided in the form of ADR (which may give rise to fees contemplated by the form of ADR). In the future, each ADS will also represent any securities, cash or other property deposited with the depositary but which they have not distributed directly to you. A beneficial owner is any person or entity having a beneficial ownership interest in ADSs. A beneficial owner need not be the holder of the ADR evidencing such ADS. If a beneficial owner of ADSs is not an ADR holder, it must rely on the holder of the ADR(s) evidencing such ADSs in order to assert any rights or receive any benefits under the deposit agreement. A beneficial owner shall only be able to exercise any right or receive any benefit under the deposit agreement solely through the holder of the ADR(s) evidencing the ADSs owned by such beneficial owner. The arrangements between a beneficial owner of ADSs and the holder of the corresponding ADRs may affect the beneficial ownerâ€™s ability to exercise any rights it may have. An ADR holder shall be deemed to have all requisite authority to act on behalf of any and all beneficial owners of the ADSs evidenced by the ADRs registered in such ADR holderâ€™s name for all purposes under the deposit agreement and ADRs. The depositaryâ€™s only notification obligations under the deposit agreement and the ADRs is to registered ADR holders. Notice to an ADR holder shall be deemed, for all purposes of the deposit agreement and the ADRs, to constitute notice to any and all beneficial owners of the ADSs evidenced by such ADR holderâ€™s ADRs. Unless certificated ADRs are specifically requested, all ADSs will be issued on the books of our depositary in book-entry form and periodic statements will be mailed to you which reflect your ownership interest in such ADSs. In our description, references to American depositary receipts or ADRs shall include the statements you will receive which reflect your ownership of ADSs. You may hold ADSs either directly or indirectly through your broker or other financial institution. If you hold ADSs directly, by having an ADS registered in your name on the books of the depositary, you are an ADR holder. This description assumes you hold your ADSs directly. If you hold the ADSs through your broker or financial institution nominee, you must rely on the procedures of such broker or financial institution to assert the rights of an ADR holder described in this section. You should consult with your broker or financial institution to find out what those procedures are. As an ADR holder or beneficial owner, we will not treat you as a shareholder of ours and you will not have any shareholder rights. Cayman Islands law governs shareholder rights. Because the depositary or its nominee will be the shareholder of record for the shares represented by all outstanding ADSs, shareholder rights rest with such record holder. Your rights are those of an ADR holder or of a beneficial owner. Such rights derive from the terms of the deposit agreement to be entered into among us, the depositary and all holders and beneficial owners from time to time of ADRs issued under the deposit agreement and, in the case of a beneficial owner, from the arrangements between the beneficial owner and the holder of the corresponding ADRs. The obligations of the depositary and its agents are also set out in the deposit agreement. Because the depositary or its nominee will actually be the registered owner of the shares, you must rely on it to exercise the rights of a shareholder on your behalf. The following is a summary of what we believe to be the material terms of the deposit agreement. Notwithstanding this, because it is a summary, it may not contain all the information that you may otherwise deem important. For more complete information, you should read the entire deposit agreement and the form of ADR which contains the terms of your ADSs. You can read a copy of the deposit agreement Â 45 TABLE OF CONTENTS Â which is filed as an exhibit to the registration statement of which this prospectus forms a part. You may also find the registration statement and the attached deposit agreement on the SECâ€™s website at www.sec.gov. Share Dividends and Other Distributions How will I receive dividends and other distributions on the shares underlying my ADSs? We may make various types of distributions with respect to our securities. The depositary has agreed that, to the extent practicable, it will pay to you the cash dividends or other distributions it or the custodian receives on shares or other deposited securities, after converting any cash received into U.S. dollars (if it determines such conversion may be made on a reasonable basis) and, in all cases, making any necessary deductions provided for in the deposit agreement. The depositary may utilize a division, branch or affiliate of JPMorgan Chase Bank, N.A. to direct, manage and/or execute any public and/or private sale of securities under the deposit agreement. Such division, branch and/or affiliate may charge the depositary a fee in connection with such sales, which fee is considered an expense of the depositary. You will receive these distributions in proportion to the number of underlying securities that your ADSs represent. Except as stated below, the depositary will deliver such distributions to ADR holders in proportion to their interests in the following manner: â€¢ Cash.Â Â Â The depositary will distribute any U.S. dollars available to it resulting from a cash dividend or other cash distribution or the net proceeds of sales of any other distribution or portion thereof (to the extent applicable), on an averaged or other practicable basis, subject to (i)Â appropriate adjustments for taxes withheld, (ii)Â such distribution being impermissible or impracticable with respect to certain registered ADR holders, and (iii)Â deduction of the depositaryâ€™s and/or its agentsâ€™ expenses in (1)Â converting any foreign currency to U.S. dollars to the extent that it determines that such conversion may be made on a reasonable basis, (2)Â transferring foreign currency or U.S. dollars to the United States by such means as the depositary may determine to the extent that it determines that such transfer may be made on a reasonable basis, (3)Â obtaining any approval or license of any governmental authority required for such conversion or transfer, which is obtainable at a reasonable cost and within a reasonable time and (4)Â making any sale by public or private means in any commercially reasonable manner. To the extent the depositary does not reasonably believe it will be permitted by applicable law, rule or regulation to convert foreign currency into U.S. dollars and distribute such U.S. dollars to some or all holders, the depositary may in its discretion distribute the foreign currency received by the depositary to, or hold such foreign currency uninvested and without liability for interest thereon for the respective accounts of, the holders entitled to receive the same. To the extent the depositary holds such foreign currency, any and all costs and expenses related to, or arising from, the holding of such foreign currency shall be paid from such foreign currency thereby reducing the amount so held. If exchange rates fluctuate during a time when the depositary cannot convert a foreign currency, you may lose some or all of the value of the distribution. â€‹ â€¢ Shares.Â Â Â In the case of a distribution in shares, the depositary will issue additional ADRs to evidence the number of ADSs representing such shares. Only whole ADSs will be issued. Any shares which would result in fractional ADSs will be sold and the net proceeds will be distributed in the same manner as cash to the ADR holders entitled thereto. â€‹ â€¢ Rights to receive additional shares.Â Â Â In the case of a distribution of rights to subscribe for additional shares or other rights, if we timely provide evidence satisfactory to the depositary that it may lawfully distribute such rights, the depositary will distribute warrants or other instruments in the discretion of the depositary representing such rights. However, if we do not timely furnish such evidence, the depositary may: â€‹ (i) sell such rights if practicable and distribute the net proceeds in the same manner as cash to the ADR holders entitled thereto; or â€‹ (ii) if it is not practicable to sell such rights by reason of the non-transferability of the rights, limited markets therefor, their short duration or otherwise, do nothing and allow such rights to lapse, in which case ADR holders will receive nothing and the rights may lapse. â€‹ Â 46 TABLE OF CONTENTS Â â€¢ Other Distributions.Â Â Â In the case of a distribution of securities or property other than those described above, the depositary may either (i)Â distribute such securities or property in any manner it deems equitable and practicable, or (ii)Â to the extent the depositary deems distribution of such securities or property not to be equitable and practicable, sell such securities or property and distribute any net proceeds in the same way it distributes cash. â€‹ If the depositary determines in its discretion that any distribution described above is not practicable with respect to any specific registered ADR holder, the depositary may choose any method of distribution that it deems practicable for such ADR holder, including the distribution of foreign currency, securities or property, or it may retain such items, without paying interest on or investing them, on behalf of the ADR holder as deposited securities, in which case the ADSs will also represent the retained items. Any U.S. dollars will be distributed by checks drawn on a bank in the United States for whole dollars and cents. Fractional cents will be withheld without liability and dealt with by the depositary in accordance with its then current practices. The depositary is not responsible if it fails to determine that any distribution or action is lawful or reasonably practicable. There can be no assurance that the depositary will be able to convert any currency at a specified exchange rate or sell any property, rights, shares or other securities at a specified price, nor that any of such transactions can be completed within a specified time period. All purchases and sales of securities will be handled by the depositary in accordance with its then current policies, which are currently set forth on the â€œDisclosuresâ€ page (or successor page) of www.adr.com (as updated by the depositary from time to time, ADR.com). Deposit, Withdrawal and Cancellation How does the depositary issue ADSs? The depositary will issue ADSs if you or your broker deposit shares or evidence of rights to receive shares with the custodian and pay the fees and expenses owing to the depositary in connection with such issuance. In the case of the ADSs to be issued under this prospectus, we will arrange with the underwriters named herein to deposit such shares. Shares deposited in the future with the custodian must be accompanied by certain delivery documentation and shall, at the time of such deposit, be registered in the name of JPMorgan Chase Bank, N.A., as depositary for the benefit of holders of ADRs or in such other name as the depositary shall direct. The custodian will hold all deposited shares (including those being deposited by or on our behalf in connection with the offering to which this prospectus relates) for the account and to the order of the depositary, in each case for the benefit of ADR holders. ADR holders and beneficial owners thus have no direct ownership interest in the shares and only have such rights as are contained in the deposit agreement. The custodian will also hold any additional securities, property and cash received on or in substitution for the deposited shares. The deposited shares and any such additional items are referred to as â€œdeposited securities.â€ Deposited securities are not intended to, and shall not, constitute proprietary assets of the depositary, the custodian or their nominees. Beneficial ownership in deposited securities is intended to be, and shall at all times during the term of the deposit agreement continue to be, vested in the beneficial owners of the ADSs representing such deposited securities. Notwithstanding anything else contained herein, in the deposit agreement, in the form of ADR and/or in any outstanding ADSs, the depositary, the custodian and their respective nominees are intended to be, and shall at all times during the term of the deposit agreement be, the record holder(s) only of the deposited securities represented by the ADSs for the benefit of the ADR holders. The depositary, on its own behalf and on behalf of the custodian and their respective nominees, disclaims any beneficial ownership interest in the deposited securities held on behalf of the ADR holders. Upon each deposit of shares, receipt of related delivery documentation and compliance with the other provisions of the deposit agreement, including the payment of the fees and charges of the depositary and Â 47 TABLE OF CONTENTS Â any taxes or other fees or charges owing, the depositary will issue an ADR or ADRs in the name or upon the order of the person entitled thereto evidencing the number of ADSs to which such person is entitled. All of the ADSs issued will, unless specifically requested to the contrary, be part of the depositaryâ€™s direct registration system, and a registered holder will receive periodic statements from the depositary which will show the number of ADSs registered in such holderâ€™s name. An ADR holder can request that the ADSs not be held through the depositaryâ€™s direct registration system and that a certificated ADR be issued. How do ADR holders cancel an ADS and obtain deposited securities? When you turn in your ADR certificate at the depositaryâ€™s office, or when you provide proper instructions and documentation in the case of direct registration ADSs, the depositary will, upon payment of certain applicable fees, charges and taxes, deliver the underlying shares to you or upon your written order. Delivery of deposited securities in certificated form will be made at the custodianâ€™s office. At your risk, expense and request, the depositary may deliver deposited securities at such other place as you may request. The depositary may only restrict the withdrawal of deposited securities in connection with: â€¢ temporary delays caused by closing our transfer books or those of the depositary or the deposit of shares in connection with voting at a shareholdersâ€™ meeting, or the payment of dividends; â€‹ â€¢ the payment of fees, taxes and similar charges; or â€‹ â€¢ compliance with any U.S. or foreign laws or governmental regulations relating to the ADRs or to the withdrawal of deposited securities. â€‹ This right of withdrawal may not be limited by any other provision of the deposit agreement. Record Dates The depositary may, after consultation with us if practicable, fix record dates (which, to the extent applicable, shall be as near as practicable to any corresponding record dates set by us) for the determination of the registered ADR holders who will be entitled (or obligated, as the case may be): â€¢ to receive any distribution on or in respect of deposited securities, â€‹ â€¢ to give instructions for the exercise of voting rights at a meeting of holders of shares, â€‹ â€¢ to pay the fee assessed by the depositary for administration of the ADR program and for any expenses as provided for in the ADR, or â€‹ â€¢ to receive any notice or to act in respect of other matters, â€‹ all subject to the provisions of the deposit agreement. Voting Rights How do I vote? If you are an ADR holder and the depositary asks you to provide it with voting instructions, you may instruct the depositary how to exercise the voting rights for the shares which underlie your ADSs. As soon as practicable after receipt from us of notice of any meeting at which the holders of shares are entitled to vote, or of our solicitation of consents or proxies from holders of shares, the depositary shall fix the ADS record date in accordance with the provisions of the deposit agreement, provided that if the depositary receives a written request from us in a timely manner and at least 30Â days prior to the date of such vote or meeting, the depositary shall, at our expense, distribute to the registered ADR holders a â€œvoting noticeâ€ stating (i)Â final information particular to such vote and meeting and any solicitation materials, (ii)Â that each ADR holder on the record date set by the depositary will, subject to any applicable provisions of Cayman Islands law, be entitled to instruct the depositary as to the exercise of the voting rights, if any, pertaining to the deposited securities represented by the ADSs evidenced by such ADR holderâ€™s ADRs and (iii)Â the manner in which such instructions may be given, or deemed to be given pursuant to the terms of the deposit agreement, including instructions for giving a discretionary proxy to a person designated by us. Each ADR Â 48 TABLE OF CONTENTS Â holder shall be solely responsible for the forwarding of voting notices to the beneficial owners of ADSs registered in such ADR holderâ€™s name. There is no guarantee that ADR holders and beneficial owners generally or any holder or beneficial owner in particular will receive the notice described above with sufficient time to enable such ADR holder or beneficial owner to return any voting instructions to the depositary in a timely manner. Following actual receipt by the ADR department responsible for proxies and voting of ADR holdersâ€™ instructions (including, without limitation, instructions of any entity or entities acting on behalf of the nominee for the Depository Trust Company (the â€œDTCâ€)), the depositary shall, in the manner and on or before the time established by the depositary for such purpose, endeavor to vote or cause to be voted the deposited securities represented by the ADSs evidenced by such ADR holdersâ€™ ADRs in accordance with such instructions insofar as practicable and permitted under the provisions of or governing deposited securities. To the extent that (i)Â we have provided the depositary with at least 35Â daysâ€™ notice of the proposed meeting, (ii)Â the voting notice will be received by all ADR holders and beneficial owners no less than 10Â days prior to the date of the meeting and/or the cut-off date for the solicitation of consents, and (iii)Â the depositary does not receive instructions on a particular agenda item from an ADR holder (including, without limitation, any entity or entities acting on behalf of the nominee for DTC) in a timely manner, such ADR holder shall be deemed, and in the deposit agreement the depositary is instructed to deem such ADR holder, to have instructed the depositary to give a discretionary proxy for such agenda item(s) to a person designated by us to vote the deposited securities represented by the ADSs for which actual instructions were not so given by all such ADR holders on such agenda item(s), provided that no such instruction shall be deemed given and no discretionary proxy shall be given unless (i)Â we inform the depositary in writing (and we agree to provide the depositary with such instruction promptly in writing) that (a)Â we wish such proxy to be given with respect to such agenda item(s), (b)Â there is no substantial opposition existing with respect to such agenda item(s) and (c)Â such agenda item(s), if approved, would not materially or adversely affect the rights of holders of shares, and (ii)Â the depositary has obtained an opinion of counsel, in form and substance satisfactory to the depositary, confirming that (a)Â the granting of such discretionary proxy does not subject the depositary to any reporting obligations in the Cayman Islands, (b)Â the granting of such proxy will not result in a violation of the laws, rules, regulations or permits of the Cayman Islands, (c)Â the voting arrangement and deemed instruction as contemplated herein will be given effect under the laws, rules and regulations of the Cayman Islands, and (d)Â the granting of such discretionary proxy will not under any circumstances result in the shares represented by the ADSs being treated as assets of the depositary under the laws, rules or regulations of the Cayman Islands. The depositary may from time to time access information available to it to consider whether any of the circumstances described above exist, or request additional information from us in respect thereto. By taking any such action, the depositary shall not in any way be deemed or inferred to have been required, or have had any duty or responsibility (contractual or otherwise), to monitor or inquire whether any of the circumstances described above existed. In addition to the limitations provided for in the deposit agreement, ADR holders and beneficial owners are advised and agree that (i)Â the depositary will rely fully and exclusively on us to inform it of any of the circumstances set forth above, and (ii)Â neither the depositary, the custodian nor any of their respective agents shall be obliged to inquire or investigate whether any of the circumstances described above exist and/or whether we complied with our obligation to timely inform the depositary of such circumstances. Neither the depositary, the custodian nor any of their respective agents shall incur any liability to ADR holders or beneficial owners (i)Â as a result of our failure to determine that any of the circumstances described above exist or our failure to timely notify the depositary of any such circumstances or (ii)Â if any agenda item which is approved at a meeting has, or is claimed to have, a material or adverse effect on the rights of holders of shares. Because there is no guarantee that ADR holders and beneficial owners will receive the notices described above with sufficient time to enable such ADR holders or beneficial owners to return any voting instructions to the depositary in a timely manner, ADR holders and beneficial owners may be deemed to have instructed the depositary to give a discretionary proxy to a person designated by us in such circumstances, and neither the depositary, the custodian nor any of their respective agents shall incur any liability to ADR holders or beneficial owners in such circumstances. ADR holders are strongly encouraged to forward their voting instructions to the depositary as soon as possible. For instructions to be valid, the ADR department of the depositary that is responsible for proxies Â 49 TABLE OF CONTENTS Â and voting must receive them in the manner and on or before the time specified, notwithstanding that such instructions may have been physically received by the depositary prior to such time. The depositary will not itself exercise any voting discretion in respect of deposited securities. The depositary and its agents will not be responsible for any failure to carry out any instructions to vote any of the deposited securities, for the manner in which any voting instructions are given, or deemed to be given pursuant to the terms of the deposit agreement, including instructions to give a discretionary proxy to a person designated by us, for the manner in which any vote is cast, including, without limitation, any vote cast by a person to whom the depositary is instructed to grant a discretionary proxy (or deemed to have been instructed pursuant to the terms of the deposit agreement), or for the effect of any such vote. Notwithstanding anything contained in the deposit agreement or any ADR, the depositary may, to the extent not prohibited by any law, regulation, or requirement of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the depositary in connection with any meeting of or solicitation of consents or proxies from holders of deposited securities, distribute to the registered holders of ADRs a notice that provides such ADR holders with or otherwise publicizes to such ADR holders instructions on how to retrieve such materials or receive such materials upon request (i.e., by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials). We have advised the depositary that under Cayman Islands law and our governing documents, each as in effect as of the date of the deposit agreement, voting at any meeting of shareholders is by show of hands unless a poll is demanded (before or on the declaration of the results of the show of hands) by the chairman of the meeting or any shareholder holding at least tenÂ percent of the votes attached to the shares present at such meeting. In the event that voting on any resolution or matter is conducted on a show of hands basis in accordance with our governing documents, the depositary will refrain from voting and providing any proxies (deemed or otherwise) and the voting instructions received and deemed received by the depositary from ADR holders shall lapse. The depositary will not demand a poll or join in demanding a poll, whether or not requested to do so by ADR holders or beneficial owners. There is no guarantee that you will receive voting materials in time to instruct the depositary to vote and it is possible that you, or persons who hold their ADSs through brokers, dealers or other third parties, will not have the opportunity to exercise a right to vote. Reports and Other Communications Will ADR holders be able to view our reports? The depositary will make available for inspection by ADR holders at the offices of the depositary and the custodian the deposit agreement, the provisions of or governing deposited securities, and any written communications from us which are both received by the custodian or its nominee as a holder of deposited securities and made generally available to the holders of deposited securities. Additionally, if we make any written communications generally available to holders of our shares, and we furnish copies thereof (or English translations or summaries) to the depositary, it will distribute the same to registered ADR holders. Fees and Expenses What fees and expenses will I be responsible for paying? The depositary may charge each person to whom ADSs are issued, including, without limitation, issuances against deposits of shares, issuances in respect of share distributions, rights and other distributions, issuances pursuant to a share dividend or share split declared by us or issuances pursuant to a merger, exchange of securities or any other transaction or event affecting the ADSs or deposited securities, and each person surrendering ADSs for withdrawal of deposited securities or whose ADRs are cancelled or reduced for any other reason, $5.00 for each 100 ADSs (or any portion thereof) issued, delivered, reduced, canceled or surrendered, or upon which a share distribution or elective distribution is made or offered, as the case may be. The depositary may sell (by public or private sale) sufficient securities and property received in respect of a share distribution, rights and/or other distribution prior to such deposit to pay such charge. Â 50 TABLE OF CONTENTS Â The following additional charges shall also be incurred by the ADR holders, the beneficial owners, by any party depositing or withdrawing shares or by any party surrendering ADSs and/or to whom ADSs are issued (including, without limitation, issuance pursuant to a share dividend or share split declared by us or an exchange of shares regarding the ADSs or the deposited securities or a distribution of ADSs), whichever is applicable: â€¢ a fee of $0.05 or less per ADS held for any cash distribution made, or for any elective cash/stock dividend offered, pursuant to the deposit agreement; â€‹ â€¢ a fee of $0.05 or less per ADS held for the direct or indirect distribution of securities other than ADSs or rights to purchase additional ADSs (including, without limitation, distributions by the Company or any third-party) or the distribution of the net cash proceeds from the sale of any such securities; â€‹ â€¢ an aggregate fee of $0.05 or less per ADS per calendar year (or portion thereof) for services performed by the depositary in administering the ADRs (which fee may be charged on a periodic basis during each calendar year and shall be assessed against holders of ADRs as of the record date or record dates set by the depositary during each calendar year and shall be payable at the sole discretion of the depositary by billing such ADRs or by deducting such charge from one or more cash dividends or other cash distributions); â€‹ â€¢ a fee for the reimbursement of such fees, charges and expenses as are incurred by the depositary and/or any of its agents (including, without limitation, the custodian and expenses incurred on behalf of ADR holders in connection with compliance with foreign exchange control regulations or any law or regulation relating to foreign investment) in connection with the servicing of the shares or other deposited securities, the sale of securities (including, without limitation, deposited securities), the delivery of deposited securities or otherwise in connection with the depositaryâ€™s or its custodianâ€™s compliance with applicable law, rule or regulation (which fees and charges shall be assessed on a proportionate basis against ADR holders as of the record date or dates set by the depositary and shall be payable at the sole discretion of the depositary by billing such ADR holders or by deducting such charge from one or more cash dividends or other cash distributions); â€‹ â€¢ share transfer or other taxes and other governmental charges; â€‹ â€¢ cable, telex and facsimile transmission and delivery charges incurred at your request in connection with the deposit or delivery of shares, ADRs or deposited securities; â€‹ â€¢ transfer or registration fees for the registration of transfer of deposited securities on any applicable register in connection with the deposit or withdrawal of deposited securities; and â€‹ â€¢ fees of any division, branch or affiliate of the depositary utilized by the depositary to direct, manage and/or execute any public and/or private sale of securities under the deposit agreement. â€‹ To facilitate the administration of various depositary receipt transactions, including disbursement of dividends or other cash distributions and other corporate actions, the depositary may engage the foreign exchange desk within JPMorgan Chase Bank, N.A. (the â€œBankâ€) and/or its affiliates in order to enter into spot foreign exchange transactions to convert foreign currency into U.S. dollars. For certain currencies, foreign exchange transactions are entered into with the Bank or an affiliate, as the case may be, acting in a principal capacity. For other currencies, foreign exchange transactions are routed directly to and managed by an unaffiliated local custodian (or other third party local liquidity provider), and neither the Bank nor any of its affiliates is a party to such foreign exchange transactions. The foreign exchange rate applied to a foreign exchange transaction will be either (i)Â a published benchmark rate, or (ii)Â a rate determined by a third party local liquidity provider, in each case plus or minus a spread, as applicable. The depositary will disclose which foreign exchange rate and spread, if any, apply to such currency on the â€œDisclosureâ€ page (or successor page) of ADR.com. Such applicable foreign exchange rate and spread may (and neither the depositary, the Bank nor any of their affiliates is under any obligation to ensure that such rate does not) differ from rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates and spreads at which the Bank or any of its affiliates enters into foreign exchange transactions in the relevant currency pair on the date of the foreign exchange transaction. Additionally, the timing of execution of a foreign exchange transaction Â 51 TABLE OF CONTENTS Â varies according to local market dynamics, which may include regulatory requirements, market hours and liquidity in the foreign exchange market or other factors. Furthermore, the Bank and its affiliates may manage the associated risks of their position in the market in a manner they deem appropriate without regard to the impact of such activities on the depositary, us, holders or beneficial owners. The spread applied does not reflect any gains or losses that may be earned or incurred by the Bank and its affiliates as a result of risk management or other hedging related activity. Notwithstanding the foregoing, to the extent we provide U.S. dollars to the depositary, neither the Bank nor any of its affiliates will execute a foreign exchange transaction as set forth in the deposit agreement and described herein. In such case, the depositary will distribute the U.S. dollars received from us. Further details relating to the applicable foreign exchange rate, the applicable spread and the execution of foreign exchange transactions will be provided by the depositary on ADR.com. Each holder and beneficial owner by holding or owning an ADR or ADS or an interest therein, and we, each acknowledge and agree that the terms applicable to foreign exchange transactions disclosed from time to time on ADR.com will apply to any foreign exchange transaction executed pursuant to the deposit agreement. We will pay all other charges and expenses of the depositary and any agent of the depositary (except the custodian) pursuant to agreements from time to time between us and the depositary. The right of the depositary to receive payment of fees, charges and expenses survives the termination of the deposit agreement, and shall extend for those fees, charges and expenses incurred prior to the effectiveness of any resignation or removal of the depositary. The fees and charges described above may be amended from time to time by agreement between us and the depositary. The depositary may make available to us a set amount or a portion of the depositary fees charged in respect of the ADR program or otherwise upon such terms and conditions as we and the depositary may agree from time to time. The depositary collects its fees for issuance and cancellation of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions, or by directly billing investors, or by charging the book-entry system accounts of participants acting for them. The depositary will generally set off the amounts owing from distributions made to holders of ADSs. If, however, no distribution exists and payment owing is not timely received by the depositary, the depositary may refuse to provide any further services to ADR holders that have not paid those fees and expenses owing until such fees and expenses have been paid. At the discretion of the depositary, all fees and charges owing under the deposit agreement are due in advance and/or when declared owing by the depositary. Payment of Taxes ADR holders or beneficial owners must pay any tax or other governmental charge payable by the custodian or the depositary on any ADS or ADR, deposited security or distribution. If any taxes or other governmental charges (including any penalties and/or interest) shall become payable by or on behalf of the custodian or the depositary with respect to any ADR, any deposited securities represented by the ADSs evidenced thereby or any distribution thereon, including, without limitation, any Chinese Enterprise Income Tax owed if the Notice Regarding the Determination of Chinese-Controlled Offshore-Incorporated Enterprises as Chinese Tax Resident Enterprises on the Basis of De Facto Management Bodies, or SAT Circular 82, issued by the SAT or any other circular, edict, order or ruling, as issued and as from time to time amended, is applied or otherwise, such tax or other governmental charge shall be paid by the ADR holder thereof to the depositary and by holding or owning, or having held or owned, an ADR or any ADSs evidenced thereby, the ADR holder and all beneficial owners thereof, and all prior ADR holders and beneficial owners thereof, jointly and severally, agree to indemnify, defend and save harmless each of the depositary and its agents in respect of such tax or other governmental charge. Notwithstanding the depositaryâ€™s right to seek payment from current and former beneficial owners, by holding or owning, or having held or owned, an ADR, the ADR holder thereof (and prior ADR holder thereof) acknowledges and agrees that the Â 52 TABLE OF CONTENTS Â depositary has no obligation to seek payment of amounts owing from any current or former beneficial owner. If an ADR holder owes any tax or other governmental charge, the depositary may (i)Â deduct the amount thereof from any cash distributions, or (ii)Â sell deposited securities (by public or private sale) and deduct the amount owing from the net proceeds of such sale. In either case the ADR holder remains liable for any shortfall. If any tax or governmental charge is unpaid, the depositary may also refuse to effect any registration, registration of transfer, split-up or combination of deposited securities or withdrawal of deposited securities until such payment is made. If any tax or governmental charge is required to be withheld on any cash distribution, the depositary may deduct the amount required to be withheld from any cash distribution or, in the case of a non-cash distribution, sell the distributed property or securities (by public or private sale) in such amounts and in such manner as the depositary deems necessary and practicable to pay such taxes and distribute any remaining net proceeds or the balance of any such property after deduction of such taxes to the ADR holders entitled thereto. As an ADR holder or beneficial owner, you will be agreeing to indemnify us, the depositary, its custodian and any of our or their respective officers, directors, employees, agents and affiliates against, and hold each of them harmless from, any claims by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced rate of withholding at source or other tax benefit obtained. Reclassifications, Recapitalizations and Mergers If we take certain actions that affect the deposited securities, including (i)Â any change in par value, split-up, consolidation, cancellation or other reclassification of deposited securities, (ii)Â any distributions of shares or other property not made to holders of ADRs, or (iii)Â any recapitalization, reorganization, merger, consolidation, liquidation, receivership, bankruptcy or sale of all or substantially all of our assets, then the depositary may choose to, and shall if reasonably requested by us: â€¢ amend the form of ADR; â€‹ â€¢ distribute additional or amended ADRs; â€‹ â€¢ distribute cash, securities or other property it has received in connection with such actions; â€‹ â€¢ sell any securities or property received and distribute the proceeds as cash; or â€‹ â€¢ none of the above. â€‹ If the depositary does not choose any of the above options, any of the cash, securities or other property it receives will constitute part of the deposited securities and each ADS will then represent a proportionate interest in such property. Amendment and Termination How may the deposit agreement be amended? We may agree with the depositary to amend the deposit agreement and the ADSs without your consent for any reason. ADR holders must be given at least 30Â daysâ€™ notice of any amendment that imposes or increases any fees or charges (other than share transfer or other taxes and other governmental charges, transfer or registration fees, SWIFT, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or otherwise prejudices any substantial existing right of ADR holders or beneficial owners. If an ADR holder continues to hold an ADR or ADRs after being so notified, such ADR holder and any beneficial owner are deemed to agree to such amendment and to be bound by the deposit agreement as so amended. No amendment, however, will impair your right to surrender your ADSs and receive the underlying securities, except in order to comply with mandatory provisions of applicable law. Any amendments or supplements which (i)Â are reasonably necessary (as agreed by us and the depositary) in order for (a)Â the ADSs to be registered on Form F-6 under the Securities Act or (b)Â the ADSs or shares to be traded solely in electronic book-entry form and (ii)Â do not in either such case impose or increase any fees or charges to be borne by ADR holders, shall be deemed not to prejudice any substantial rights of ADR holders or beneficial owners. Notwithstanding the foregoing, if any governmental body or regulatory body Â 53 TABLE OF CONTENTS Â should adopt new laws, rules or regulations which would require amendment or supplement of the deposit agreement or the form of ADR to ensure compliance therewith, we and the depositary may amend or supplement the deposit agreement and the ADR at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the deposit agreement in such circumstances may become effective before a notice of such amendment or supplement is given to ADR holders or within any other period of time as required for compliance. Notice of any amendment to the deposit agreement or form of ADRs shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid; provided, however, that, in each such case, the notice given to the ADR holders identifies a means for ADR holders and beneficial owners to retrieve or receive the text of such amendment (i.e., upon retrieval from the SECâ€™s, the depositaryâ€™s or our website or upon request from the depositary). How may the deposit agreement be terminated? The depositary shall at any time at our written direction, terminate the deposit agreement and the ADRs by mailing notice of such termination to the registered holders of ADRs at least 30Â days prior to the termination date, as determined in accordance with the deposit agreement. The depositary may also terminate the deposit agreement by mailing notice of such termination to the registered holders of ADRs at least 30Â days prior to the termination date if (i)Â 45Â days have passed since the depositary provided notice of its resignation, (ii)Â 60Â days shall have expired after the removal notice date, as defined in the deposit agreement, (iii)Â we are bankrupt or insolvent, (iv)Â our ADSs cease to be listed on an internationally recognized stock exchange, (v)Â we effect (or will effect) a redemption of all or substantially all of the deposited securities or a cash or share distribution representing a return of all or substantially all of the value of the deposited securities, or (vi)Â we undergo a merger, consolidation, sale of assets or other transaction as a result of which securities or other property are delivered in exchange for or in lieu of the deposited securities. In addition, the depositary may immediately terminate the deposit agreement, without prior notice to the holders or beneficial owners of ADRs or us, if required by any law, rule or regulation relating to sanctions by any governmental authority or body, or if the depositary would be subject to liability under or pursuant to any law, rule or regulation, or if otherwise required by any governmental authority or body, in each case as determined by the depositary in its reasonable discretion. If the ADSs are listed or quoted for trading on a stock exchange or in a securities market as of the termination date and the depositary believes that it is able and practicable to promptly sell the deposited securities without undue effort, then, after the termination date, the depositary and its agents will perform no further acts under the deposit agreement or the ADRs, except to receive and hold (or sell) distributions on deposited securities and deliver deposited securities being withdrawn. As soon as practicable after the termination date, the depositary shall use its reasonable efforts to sell the deposited securities and shall thereafter (as long as it may lawfully do so) hold in an account (which may be a segregated or unsegregated account) the net proceeds of such sales, together with any other cash then held by it under the deposit agreement, without liability for interest, in trust for the proÂ rata benefit of the holders of ADRs not theretofore surrendered. After making such sale, the depositary shall be discharged from all obligations in respect of the deposit agreement and this ADR, except to account for such net proceeds and other cash. After the date so fixed for termination, we shall be discharged from all obligations under the deposit agreement except for our obligations to the depositary and its agents. If, however, the ADSs are not listed or quoted for trading on a stock exchange or securities market as of the termination date or if, for any reason, the depositary believes it is not able or practicable to promptly sell the deposited securities without undue effort, then, after the termination date, (i)Â all direct registration ADRs shall cease to be eligible for the direct registration system and shall be considered ADRs issued on the ADR register maintained by the depositary and (ii)Â the depositary shall use its reasonable efforts to ensure that the ADSs cease to be DTC eligible so that neither DTC nor any of its nominees shall thereafter be a registered holder of ADRs. At such time as the ADSs cease to be DTC eligible and/or neither DTC nor any of its nominees is a registered holder of ADRs, the depositary shall (i)Â instruct its custodian to deliver all shares to us along with a general share power that refers to the names set forth on the ADR register maintained by the depositary and (ii)Â provide us with a copy of the ADR register maintained by the Â 54 TABLE OF CONTENTS Â depositary. Upon receipt of such shares and the ADR register maintained by the depositary, we have agreed to use our best efforts to issue to each registered ADR holder a share certificate representing the shares represented by the ADSs reflected on the ADR register maintained by the depositary in such registered ADR holderâ€™s name and to deliver such share certificate to the registered ADR holder at the address set forth on the ADR register maintained by the depositary. After providing such instruction to the custodian and delivering a copy of the ADR register to us, the depositary and its agents will perform no further acts under the deposit agreement or the ADRs and shall cease to have any obligations under the deposit agreement and/or the ADRs. Notwithstanding anything to the contrary, in connection with any such termination, the depositary may, in its sole discretion and without notice to us, establish an unsponsored American depositary share program (on such terms as the depositary may determine) for our shares and make available to ADR holders a means to withdraw the shares represented by the ADSs issued under the deposit agreement and to direct the deposit of such shares into such unsponsored American depositary share program, subject, in each case, to receipt by the depositary, at its discretion, of the fees, charges and expenses provided for under the deposit agreement and the fees, charges and expenses applicable to the unsponsored American depositary share program. Limitations on Obligations and Liability to ADR holders Limits on our obligations and the obligations of the depositary; limits on liability to ADR holders and holders of ADSs Prior to the issue, registration, registration of transfer, split-up, combination or cancellation of any ADRs, or the delivery of any distribution in respect thereof, and from time to time in the case of the production of proofs as described below, we or the depositary or its custodian may require: â€¢ payment with respect thereto of (i) any share transfer or other tax or other governmental charge, (ii)Â any share transfer or registration fees in effect for the registration of transfers of shares or other deposited securities upon any applicable register, and (iii)Â any applicable fees and expenses described in the deposit agreement; â€‹ â€¢ the production of proof satisfactory to it of (i)Â the identity of any signatory and genuineness of any signature, and (ii)Â such other information, including without limitation, information as to citizenship, residence, exchange control approval, beneficial or other ownership of, or interest in, any securities, compliance with applicable law, regulations, provisions of or governing deposited securities and terms of the deposit agreement and the ADRs, as it may deem necessary or proper; and â€‹ â€¢ compliance with such regulations as the depositary may establish consistent with the deposit agreement. â€‹ The issuance of ADRs, the acceptance of deposits of shares, the registration, registration of transfer, split-up or combination of ADRs or the withdrawal of shares, may be suspended, generally or in particular instances, when the ADR register or any register for deposited securities is closed or when any such action is deemed advisable by the depositary; provided that the ability to withdraw shares may only be limited under the following circumstances: (i)Â temporary delays caused by closing transfer books of the depositary or our transfer books or the deposit of shares in connection with voting at a shareholdersâ€™ meeting, or the payment of dividends, (ii)Â the payment of fees, taxes, and similar charges, and (iii)Â compliance with any laws or governmental regulations relating to ADRs or to the withdrawal of deposited securities. The deposit agreement expressly limits the obligations and liability of the depositary, ourselves and our respective agents, provided, however, that no disclaimer of liability under the Securities Act is intended by any of the limitations of liabilities provisions of the deposit agreement. The deposit agreement provides that each of us, the depositary and each of their and our respective directors, officers, employees, agents and affiliates will: â€¢ incur or assume no liability (including, without limitation, to holders or beneficial owners) if any present or future law, rule, regulation, fiat, order or decree of the Cayman Islands, Hong Kong Special â€‹ Â 55 TABLE OF CONTENTS Â Administrative Region, the Peopleâ€™s Republic of China, the United States or any other country or jurisdiction, or of any governmental or regulatory authority or securities exchange or market or automated quotation system, the provisions of or governing any deposited securities, any present or future provision of our governing documents, any act of God, war, terrorism, nationalization, expropriation, currency restrictions, work stoppage, strike, civil unrest, revolutions, rebellions, explosions, computer failure or circumstance beyond our, the depositaryâ€™s or our respective agentsâ€™ direct and immediate control shall prevent or delay, or shall cause any of them to be subject to any civil or criminal penalty in connection with, any act which the deposit agreement or the ADRs provide shall be done or performed by us, the depositary or our respective agents (including, without limitation, voting); â€¢ incur or assume no liability (including, without limitation, to holders or beneficial owners) by reason of any non-performance or delay, caused as aforesaid, in the performance of any act or things which by the terms of the deposit agreement it is provided shall or may be done or performed or any exercise or failure to exercise discretion under the deposit agreement or the ADRs including, without limitation, any failure to determine that any distribution or action may be lawful or reasonably practicable; â€‹ â€¢ incur or assume no liability (including, without limitation, to holders or beneficial owners) if it performs its obligations under the deposit agreement and ADRs without gross negligence or willful misconduct; â€‹ â€¢ in the case of the depositary and its agents, be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any deposited securities the ADSs or the ADRs; â€‹ â€¢ in the case of us and our agents, be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any deposited securities the ADSs or the ADRs, which in our or our agentsâ€™ opinion, as the case may be, may involve it in expense or liability, unless indemnity satisfactory to us or our agent, as the case may be against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be required; â€‹ â€¢ not be liable (including, without limitation, to holders or beneficial owners) for any action or inaction by it in reliance upon the advice of or information from any legal counsel, any accountant, any person presenting shares for deposit, any registered holder of ADRs, or any other person believed by it to be competent to give such advice or information and/or, in the case of the depositary, us; or â€‹ â€¢ may rely and shall be protected in acting upon any written notice, request, direction, instruction or document believed by it to be genuine and to have been signed, presented or given by the proper party or parties. â€‹ The depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the deposit agreement, any registered holder or holders of ADRs, any ADRs or otherwise related to the deposit agreement or ADRs to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation laws, rules, regulations, administrative or judicial process, banking, securities or other regulators. The depositary shall not be liable for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system. Furthermore, the depositary shall not be responsible for, and shall incur no liability in connection with or arising from, the insolvency of any custodian that is not a branch or affiliate of JPMorgan Chase Bank, N.A. Notwithstanding anything to the contrary contained in the deposit agreement or any ADRs, the depositary shall not be responsible for, and shall incur no liability in connection with or arising from, any act or omission to act on the part of the custodian except to the extent that any registered ADR holder has incurred liability directly as a result of the custodian having (i)Â committed fraud or willful misconduct in the provision of custodial services to the depositary or (ii)Â failed to use reasonable care in the provision of custodial services to the depositary as determined in accordance with the standards prevailing in the jurisdiction in which the custodian is located. The depositary and the custodian(s) may use third party delivery services and providers of information regarding matters such as, but not limited to, pricing, proxy voting, corporate actions, class action litigation and other services in connection with the ADRs and the deposit agreement, and use local agents to provide services such as, but not limited to, attendance at any meetings of security holders of issuers. Although the depositary and the custodian will use reasonable Â 56 TABLE OF CONTENTS Â care (and cause their agents to use reasonable care) in the selection and retention of such third party providers and local agents, they will not be responsible for any errors or omissions made by them in providing the relevant information or services. The depositary shall not have any liability for the price received in connection with any sale of securities, the timing thereof or any delay in action or omission to act nor shall it be responsible for any error or delay in action, omission to act, default or negligence on the part of the party so retained in connection with any such sale or proposed sale. The depositary has no obligation to inform ADR holders or beneficial owners about the requirements of the laws, rules or regulations or any changes therein or thereto of the Cayman Islands, Hong Kong Special Administrative Region, the Peopleâ€™s Republic of China, the United States or any other country or jurisdiction or of any governmental or regulatory authority or any securities exchange or market or automated quotation system. Additionally, none of us, the depositary or the custodian shall be liable for the failure by any registered holder of ADRs or beneficial owner therein to obtain the benefits of credits or refunds of non-U.S. tax paid against such ADR holderâ€™s or beneficial ownerâ€™s income tax liability. The depositary is under no obligation to provide the ADR holders and beneficial owners, or any of them, with any information about our tax status. Neither we nor the depositary shall incur any liability for any tax or tax consequences that may be incurred by registered ADR holders or beneficial owners on account of their ownership or disposition of ADRs or ADSs. Neither the depositary nor its agents will be responsible for any failure to carry out any instructions to vote any of the deposited securities, for the manner in which any voting instructions are given, or deemed to be given pursuant to the terms of the deposit agreement, including instructions to give a discretionary proxy to a person designated by us, for the manner in which any vote is cast, including, without limitation, any vote cast by a person to whom the depositary is instructed to grant a discretionary proxy (or deemed to have been instructed pursuant to the terms of the deposit agreement), or for the effect of any such vote. The depositary may rely upon instructions from us or our counsel in respect of any approval or license required for any currency conversion, transfer or distribution. The depositary shall not incur any liability for the content of any information submitted to it by us or on our behalf for distribution to ADR holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the deposited securities, for the validity or worth of the deposited securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the deposit agreement or for the failure or timeliness of any notice from us. The depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the depositary or in connection with any matter arising wholly after the removal or resignation of the depositary. Neither the depositary nor any of its agents shall be liable for any indirect, special, punitive or consequential damages (including, without limitation, legal fees and expenses) or lost profits, in each case of any form incurred by any person or entity (including, without limitation holders or beneficial owners of ADRs and ADSs), whether or not foreseeable and regardless of the type of action in which such a claim may be brought. In the deposit agreement each party thereto (including, for avoidance of doubt, each ADR holder and beneficial owner) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any suit, action or proceeding against the depositary and/or us directly or indirectly arising out of or relating to the shares or other deposited securities, the ADSs or the ADRs, the deposit agreement or any transaction contemplated therein, or the breach thereof (whether based on contract, tort, common law or any other theory). No provision of the deposit agreement or the ADRs is intended to constitute a waiver or limitation of any rights which an ADR holder or any beneficial owner may have under the Exchange Act, to the extent applicable. The depositary and its agents may own and deal in any class of securities of our company and our affiliates and in ADRs. Disclosure of Interest in ADSs To the extent that the provisions of or governing any deposited securities may require disclosure of or impose limits on beneficial or other ownership of, or interest in, deposited securities, other shares and other Â 57 TABLE OF CONTENTS Â securities and may provide for blocking transfer, voting or other rights to enforce such disclosure or limits, you as ADR holders or beneficial owners agree to comply with all such disclosure requirements and ownership limitations and to comply with any reasonable instructions we may provide in respect thereof. Books of Depositary The depositary or its agent will maintain a register for the registration, registration of transfer, combination and split-up of ADRs, which register shall include the depositaryâ€™s direct registration system. Registered holders of ADRs may inspect such records at the depositaryâ€™s office at all reasonable times, but solely for the purpose of communicating with other ADR holders in the interest of the business of our company or a matter relating to the deposit agreement. Such register may be closed at any time or from time to time, when deemed expedient by the depositary or, in the case of the issuance book portion of the ADR register, when reasonably requested by us solely in order to enable us to comply with applicable law. The depositary will maintain facilities for the delivery and receipt of ADRs. Appointment In the deposit agreement, each registered holder of ADRs and each beneficial owner, upon acceptance of any ADSs or ADRs (or any interest in any of them) issued in accordance with the terms and conditions of the deposit agreement will be deemed for all purposes to: â€¢ be a party to and be bound by the terms of the deposit agreement and the applicable ADR or ADRs, â€‹ â€¢ appoint the depositary its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the deposit agreement and the applicable ADR or ADRs, to adopt any and all procedures necessary to comply with applicable laws and to take such action as the depositary in its sole discretion may deem necessary or appropriate to carry out the purposes of the deposit agreement and the applicable ADR or ADRs, the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof; and â€‹ â€¢ acknowledge and agree that (i)Â nothing contained in the deposit agreement or any ADR shall give rise to a partnership or joint venture among the parties thereto, nor establish a fiduciary or similar relationship among such parties, (ii)Â the depositary, its divisions, branches and affiliates, and their respective agents, may from time to time be in the possession of non-public information about us, holders, beneficial owners and/or their respective affiliates, (iii)Â the depositary and its divisions, branches and affiliates may at any time have multiple banking relationships with us, holders, beneficial owners and/or the affiliates of any of them, (iv)Â the depositary and its divisions, branches and affiliates may, from time to time, be engaged in transactions in which parties adverse to us or the holders or beneficial owners and/or their respective affiliates may have interests, (v)Â nothing contained in the deposit agreement or any ADR(s) shall (A)Â preclude the depositary or any of its divisions, branches or affiliates from engaging in any such transactions or establishing or maintaining any such relationships, or (B)Â obligate the depositary or any of its divisions, branches or affiliates to disclose any such transactions or relationships or to account for any profit made or payment received in any such transactions or relationships, (vi)Â the depositary shall not be deemed to have knowledge of any information held by any branch, division or affiliate of the depositary and (vii)Â notice to a holder shall be deemed, for all purposes of the deposit agreement and the ADR(s), to constitute notice to any and all beneficial owners of the ADSs evidenced by such holderâ€™s ADRs. For all purposes under the deposit agreement and the ADR(s), the holder hereof shall be deemed to have all requisite authority to act on behalf of any and all beneficial owners of the ADSs evidenced by the ADR(s). â€‹ Governing Law The deposit agreement, the ADSs and the ADRs are governed by and construed in accordance with the internal laws of the State of New York. In the deposit agreement, we have submitted to the non-exclusive jurisdiction of the courts of the State of New York and appointed an agent for service of process on our behalf. Any action based on the deposit agreement, the ADSs, the ADRs or the transactions contemplated Â 58 TABLE OF CONTENTS Â therein or thereby may also be instituted by the depositary against us in any competent court in the Cayman Islands, Hong Kong Special Administrative Region, the United States and/or any other court of competent jurisdiction. Under the deposit agreement, by holding or owning an ADR or ADS or an interest therein, ADR holders and beneficial owners each irrevocably agree that any legal suit, action or proceeding against or involving ADR holders or beneficial owners brought by us or the depositary, arising out of or based on the deposit agreement, the ADSs, the ADRs or the transactions contemplated thereby, may be instituted in a state or federal court in New York, New York, irrevocably waive any objection which they may have to the laying of venue of any such proceeding, and irrevocably submit to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. By holding or owning an ADR or ADS or an interest therein, ADR holders and beneficial owners each also irrevocably agree that any legal suit, action or proceeding against or involving us and/or the depositary brought by ADR holders or beneficial owners, arising out of or based on the deposit agreement, the ADSs, the ADRs or the transactions contemplated thereby, may only be instituted in the United States District Court for the Southern District of New York (or in the state courts of New York County in New York if either (i)Â the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute or (ii)Â the designation of the United States District Court for the Southern District of New York as the exclusive forum for any particular dispute is, or becomes, invalid, illegal or unenforceable). Notwithstanding the foregoing, (i)Â the depositary may, in its sole discretion, elect to institute and/or refer any dispute, suit, action, controversy, claim or proceeding directly or indirectly based on, arising out of or relating to the deposit agreement, the ADSs, the ADRs or the transactions contemplated therein or thereby, including without limitation any question regarding its or their existence, validity, interpretation, performance or termination, against any other party or parties to the deposit agreement (including, without limitation, against ADR holders and beneficial owners of interests in ADSs), by having the matter referred to and finally resolved by an arbitration as set forth in the deposit agreement, and (ii)Â the depositary may in its sole discretion require, by written notice to the relevant party or parties, that any dispute, suit, action, controversy, claim or proceeding against the depositary by any party or parties to the deposit agreement (including, without limitation, by ADR holders and beneficial owners of interests in ADSs) shall be referred to and finally settled by an arbitration conducted as set forth in the deposit agreement. Any such arbitration shall be conducted in the English language either in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in Hong Kong following the arbitration rules of the United Nations Commission on International Trade Law. Jury Trial Waiver In the deposit agreement, each party thereto (including, for the avoidance of doubt, each holder and beneficial owner of, and/or holder of interests in, ADSs or ADRs) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any suit, action, claim or proceeding against the depositary and/or us directly or indirectly arising out of, based on or relating in any way to the shares or other deposited securities, the ADSs or the ADRs, the deposit agreement or any transaction contemplated therein, or the breach thereof (whether based on contract, tort, common law or any other theory), including any claim under the U.S. federal securities laws. If we or the depositary were to oppose a jury trial demand based on such waiver, the court would determine whether the waiver was enforceable in the facts and circumstances of that case in accordance with applicable state and federal law, including whether a party knowingly, intelligently and voluntarily waived the right to a jury trial. The waiver to right to a jury trial in the deposit agreement is not intended to be deemed a waiver by any holder or beneficial owner of ADSs of our or the depositaryâ€™s compliance with the U.S. federal securities laws and the rules and regulations promulgated thereunder. Â 59 TABLE OF CONTENTSâ€‹ Â DESCRIPTION OF PRE-FUNDED WARRANTS The following is a brief summary of certain terms and conditions of the pre-funded warrants being offered in this offering. The following description is subject in all respects to the provisions contained in the pre-funded warrants, the form of which is filed as an exhibit to the registration statement of which this prospectus forms a part. Prospective investors should carefully review the terms and provisions of the form of pre-funded warrant for a complete description of the terms and conditions thereof. Term.Â Â Â The pre-funded warrants will expire on the date the warrant is exercised in full. Exercisability.Â Â Â The pre-funded warrants are exercisable at any time after their original issuance. The pre-funded warrants will be exercisable, at the option of each holder, in whole or in part by delivering to us a duly executed exercise notice and by payment in full in immediately available funds for the number of ADSs purchased upon such exercise. As an alternative to payment in immediately available funds, the holder may, in its sole discretion, elect to exercise the pre-funded warrant through a cashless exercise, in which case the holder would receive upon such exercise the net number of ADSs determined according to the formula set forth in the pre-funded warrant. No fractional ADSs will be issued in connection with the exercise of a pre-funded warrant. In lieu of fractional ADSs, we will pay the holder an amount in cash equal to the fractional amount multiplied by the fair market value of any such fractional ADSs. Exercise Limitations.Â Â Â Under the pre-funded warrants, we may not effect the exercise of any pre-funded warrant, and a holder will not be entitled to exercise any portion of any pre-funded warrant, which, upon giving effect to such exercise, would cause (i)Â the aggregate number of ordinary shares or ADSs beneficially owned by the holder (together with its affiliates) to exceed 4.99% or 9.99%, as applicable, of the number of ordinary shares or ADSs outstanding immediately after giving effect to the exercise, or (ii)Â the combined voting power of our securities beneficially owned by the holder (together with its affiliates) to exceed 4.99% or 9.99%, as applicable, of the combined voting power of all of our securities then outstanding immediately after giving effect to the exercise, as suchÂ percentage ownership is determined in accordance with the terms of the pre-funded warrants. However, any holder may increase or decrease suchÂ percentage upon at least 61Â daysâ€™ prior notice from the holder to us. Exercise Price.Â Â Â The exercise price per ordinary share upon exercise of the pre-funded warrants is $0.0001 per share. The exercise price per ordinary share of each pre-funded warrant is subject to appropriate adjustment in the event of certain dividends and distributions, share splits, share combinations, reclassifications or similar events affecting our ordinary shares or ADSs and also upon any distributions of assets, including cash, shares or other property to our shareholders. Transferability.Â Â Â Subject to applicable laws, the pre-funded warrants may be offered for sale, sold, transferred or assigned without our consent. Exchange Listing.Â Â Â We do not plan on applying to list the pre-funded warrants on any securities exchange or nationally recognized trading system, including Nasdaq. Fundamental Transactions.Â Â Â In the event of a fundamental transaction, as described in the pre-funded warrants and generally including any reorganization, recapitalization or reclassification of our ordinary shares or ADSs, the sale, transfer or other disposition of all or substantially all of our properties or assets, our consolidation or merger with or into another person, the acquisition of more than 50% of our outstanding equity, or any person or group becoming the beneficial owner of 50% of the voting power represented by our outstanding equity, the holders of the pre-funded warrants will be entitled to receive upon exercise of the pre-funded warrants the kind and amount of securities, cash or other property that the holders would have received had they exercised the pre-funded warrants immediately prior to such fundamental transaction without regard to any limitations on exercised contained in the pre-funded warrants. No Rights as a Shareholder.Â Â Â Except by virtue of such holderâ€™s ownership of ADSs, the holder of a pre-funded warrant does not have the rights or privileges of a holder of our ordinary shares or ADSs, including any voting rights, until the holder exercises the pre-funded warrant. Â 60 TABLE OF CONTENTSâ€‹ Â TAXATION Material U.S. Federal Income Tax Consequences The following is a summary of the material U.S. federal income tax consequences to U.S. holders and non-U.S. holders (each, as defined below) of the acquisition, ownership and disposition of our ordinary shares, ADSs, or pre-funded warrants, which we collectively refer to as our securities. This discussion is not a complete analysis of all potential U.S. federal income tax consequences relating thereto, and does not address the potential application of the Medicare contribution tax, the alternative minimum tax provisions of the Internal Revenue Code of 1986, as amended (the â€œCodeâ€), the impact of special tax accounting rules under SectionÂ 451(b) of the Code, any estate or gift tax consequences or any tax consequences arising under any state, local or foreign tax laws, or any other U.S. federal tax laws. This discussion is based on the Code, Treasury Regulations promulgated thereunder, judicial decisions and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (theÂ â€œIRSâ€), all as in effect as of the date of this prospectus. These authorities are subject to change and to differing interpretations, possibly retroactively, resulting in U.S. federal income tax consequences different from those discussed below. We have not requested a ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS or a court will agree with such statements and conclusions. This discussion is limited to holders who purchase our securities pursuant to this offering and who hold our securities as a â€œcapital assetâ€ within the meaning of SectionÂ 1221 of the Code (generally, property held for investment). This discussion does not address all of the U.S. federal income tax consequences that may be relevant to a particular holder in light of such holderâ€™s particular circumstances. This discussion also does not consider any specific facts or circumstances that may beÂ relevant to holders subject to special rules under the U.S. federal income tax laws, including: â€¢ certain former citizens or long-term residents of the United States; â€‹ â€¢ partnerships or other pass-through entities (and investors therein); â€‹ â€¢ â€œcontrolled foreign corporationsâ€; â€‹ â€¢ â€œpassive foreign investment companiesâ€; â€‹ â€¢ corporations that accumulate earnings to avoid U.S. federal income tax; â€‹ â€¢ banks, financial institutions, investment funds, insurance companies, brokers, dealers, or traders in securities; â€‹ â€¢ tax-exempt organizations and governmental organizations; â€‹ â€¢ tax-qualified retirement plans; â€‹ â€¢ persons who acquire our securities through the exercise of an option or otherwise as compensation; â€‹ â€¢ persons that own, or have owned, actually or constructively, more than 5% of our securities; â€‹ â€¢ persons who have elected to mark securities to market; and â€‹ â€¢ persons holding our securities as part of a hedging or conversion transaction or straddle, or a constructive sale, or other risk reduction strategy or integrated investment. â€‹ THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE PARTICULAR U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING AND DISPOSING OF OUR SECURITIES, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL OR FOREIGN TAX LAWS AND ANY OTHER U.S. FEDERAL TAX LAWS. Â 61 TABLE OF CONTENTS Â Definition of U.S. Holder and Non-U.S. Holder A U.S. holder is any U.S. person that is a beneficial owner of our securities. A U.S. person, for U.S. federal income tax purposes, is any of the following: â€¢ an individual citizen or resident of the United States; â€‹ â€¢ a corporation created or organized under the laws of the United States, any state thereof, or the District of Columbia; â€‹ â€¢ an estate, the income of which is subject to U.S. federal income tax regardless of its source; or â€‹ â€¢ a trust (i)Â whose administration is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust, or (ii)Â that has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person. â€‹ For purposes of this discussion, a non-U.S. holder is any beneficial owner of our securities that is not a â€œU.S. personâ€ nor a partnership (including any entity or arrangement treated as a partnership) for U.S. federal income tax purposes. If an entity or arrangement that is classified as a partnership for U.S. federal income tax purposes holds our securities, the U.S. federal income tax treatment of a partner in the partnership generally will depend on the status of the partner and the activities of the partnership. Partnerships holding ourÂ securities and the partners in such partnerships are urged to consult their tax advisors about the particular U.S. federal income tax consequences to them of holding and disposing of our securities. Tax Classification of the Company as a U.S. Domestic Corporation For U.S. federal income tax purposes, a corporation generally is considered to be a tax resident in the jurisdiction of its organization or incorporation. Accordingly, under the generally applicable U.S. federal income tax rules, the Company, which is incorporated under the laws of the Cayman Islands, would be classified as a non-U.S. corporation (and, therefore, not a U.S. tax resident) for U.S. federal income tax purposes. However, SectionÂ 7874 of the Code provides an exception to this general rule, under which a non-U.S. incorporated entity may, in certain circumstances, be treated as a U.S. corporation for U.S.Â federal income tax purposes. These rules are complex and there is limited guidance regarding their application. A number of significant and complicated U.S. federal income tax consequences may result from such classification, and this summary does not attempt to describe all such U.S. federal income tax consequences. SectionÂ 7874 of the Code and the Treasury Regulations promulgated thereunder do not address all the possible tax consequences that arise from the Company being treated as a U.S. domestic corporation for U.S. federal income tax purposes. Accordingly, there may be additional or unforeseen U.S. federal income tax consequences to the Company that are not discussed in this summary. Under such rules, even though the Company is organized as a Cayman Islands corporation, it will be treated as a U.S. domestic corporation for U.S. federal income tax purposes as a result of the Companyâ€™s prior acquisition of a United States target corporation and application of the so-called â€œinversionâ€ rules under SectionÂ 7874 of the Code. As such, the Company will be subject to U.S. federal income tax as if it were organized under the laws of the United States or a state thereof, and its dividends will be treated asÂ dividends from a U.S. corporation. In addition, the Company will be required to file a U.S. federal income taxÂ return annually with the IRS. It is anticipated that such U.S. tax treatment will continue indefinitely and that our securities will be treated indefinitely as securities of a U.S. domestic corporation for U.S. federal income tax purposes. The Companyâ€™s status as a domestic corporation for U.S. federal income tax purposes has implications for all shareholders. The remaining discussion contained in this section titled â€œMaterial U.S. Federal Income Tax Consequencesâ€ section assumes that the Company will be treated as a domestic corporation for all U.S. federal income tax purposes. Treatment of ADSs For U.S. federal income tax purposes, it is generally expected that a U.S. holder of ADSs will be treated as the beneficial owner of the underlying shares represented by the ADSs. The remainder of this discussion Â 62 TABLE OF CONTENTS Â assumes that a U.S. holder of the ADSs will be treated in this manner. Accordingly, deposits or withdrawals of ordinary shares for ADSs generally will not be subject to U.S. federal income tax. Treatment of Pre-Funded Warrants Although it is not entirely free from doubt, the pre-funded warrants are generally expected to be treated as our ordinary shares for U.S. federal income tax purposes. Accordingly, no gain or loss should be recognized (other than with respect to cash paid in lieu of fractional ADSs) upon exercise of a pre-funded warrant (except in the case of a cashless exercise, the treatment of which for U.S. federal income tax purposes is not clear), and the holding period of a pre-funded warrant should carry over to the ordinary shares or ADSs received upon exercise. Similarly, the tax basis of the pre-funded warrant should carry over to the ordinary shares or ADSs received upon exercise, increased by the exercise price. The discussion below assumes the characterization described above is respected for U.S. federal income tax purposes. Each U.S. holder and non-U.S. holder is urged to consult its tax advisor regarding the U.S. federal income tax treatment of the pre-funded warrants. Possible Constructive Distributions The terms of each pre-funded warrant provide for an adjustment to the consideration issuable upon exercise in certain events. An adjustment which has the effect of preventing dilution is generally not a taxable event. Nevertheless, a U.S. holder or non-U.S. holder of pre-funded warrants may be treated as receiving a constructive distribution from us if, for example, the adjustment increases the holderâ€™s proportionate interest in our assets or earnings and profits (e.g., through an increase in the number of ADSs that would be obtained upon exercise) as a result of a distribution of cash to the holders of ordinary shares which is taxable to such holders as a distribution. Such constructive distribution would be subject to tax in the same manner as if such U.S. holder or non-U.S. holder received a cash distribution from us equal to the fair market value of such increased interest, in each case, as described below. Each U.S. holder and non-U.S. holder is urged to consult its tax advisor regarding the U.S. federal income tax considerations of constructive distributions, if any, on the pre-funded warrants. Tax Considerations for U.S. Holders Distributions It is unlikely that we will pay any dividends on our securities in the foreseeable future. If we make cash or other property distributions on our securities, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Amounts not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and will first be applied against and reduce a holderâ€™s tax basis in our securities, but not below zero. Any excess will be treated as gain realized on the sale or other disposition of our securities and will be treated as described under â€œâ€” Sale or Redemptionâ€ below. Distributions constituting dividend income to U.S.Â holders that are individuals may qualify for reduced rates applicable to qualified dividend income. Distributions constituting dividend income to U.S. holders that are U.S. corporations may qualify for the dividends received deduction. Sale or Redemption A U.S. holder generally will recognize capital gain or loss on a sale, exchange, redemption (other than a redemption that is treated as a distribution) or other disposition of our securities equal to the difference between the amount realized upon the disposition and the U.S. holderâ€™s adjusted tax basis in the shares so disposed. Such capital gain or loss will be a long-term capital gain or loss if the U.S. holderâ€™s holding period for the shares disposed of exceeds one year at the time of disposition. Long-term capital gains of non-corporate taxpayers generally are taxed at a lower maximum marginal tax rate than the maximum marginal tax rate applicable to ordinary income. The deductibility of net capital losses by individuals and corporations is subject to limitations. Â 63 TABLE OF CONTENTS Â Foreign Currency The amount of any distribution paid to a U.S. holder in foreign currency, or the amount of proceeds paid in foreign currency on the sale, exchange or other taxable disposition of our securities, generally will be equal to the U.S. dollar value of such foreign currency based on the exchange rate applicable on the date of receipt (regardless of whether such foreign currency is converted into U.S. dollars at thatÂ time). A U.S. holder will have a basis in the foreign currency equal to its U.S. dollar value on the date of receipt. Any U.S. holder who converts or otherwise disposes of the foreign currency after the date of receipt may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generallyÂ will be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. holders whoÂ use the accrual method of tax accounting. Each U.S. holder should consult its own tax advisors concerning issues related to foreign currency. Information Reporting and Backup Withholding Information returns will be filed with the IRS in connection with payments of dividends and the proceeds from a sale or other disposition of our securities payable to a U.S. holder. Certain U.S. holders may be subject to backup withholding with respect to the payment of dividends and certainÂ payments of proceeds on the sale or redemption of our securities unless such U.S. holder provides proof of an applicable exemption or a correct taxpayer identification number (usually with an IRS FormÂ W-9), and otherwise comply with applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules from a payment to a U.S. holder is allowable as a credit against such U.S. holderâ€™s U.S. federal income tax, which may entitle the U.S. holder to a refund, provided that the U.S. holder timely provides the required information to the IRS. Moreover, certain penalties may be imposed by the IRS on a U.S. holder who is required to furnish information but does not do so in the proper manner. Non-U.S. Holders Distributions It is unlikely that we will pay any dividends on our securities in the foreseeable future. If we make cash or other property distributions on our securities, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Amounts not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and will first be applied against and reduce a holderâ€™s tax basis in our securities, but not below zero. Any excess will be treated as gain realized on the sale or other disposition of our securities and will be treated as described under â€œâ€” Sale or Redemptionâ€ below. Subject to the discussion below regarding effectively connected income, any dividend income paid to a non-U.S. holder of our securities generally will be subject to U.S. federal withholding tax at a rate of 30% of the gross amount of the dividends, or such lower rate specified by an applicable income tax treaty. To receive the benefit of a reduced treaty rate, a non-U.S. holder must furnish us or our paying agent a valid IRS Form W-8BEN or IRS Form W-8BEN-E (or applicable successor form) including a U.S. taxpayer identification number and certifying such holderâ€™s qualification for the reduced rate. This certification must be provided to us or our paying agent before the payment of dividends and must be updatedÂ periodically. If the non-U.S. holder holds the stock through a financial institution or other agent acting on the non-U.S. holderâ€™s behalf, the non-U.S. holder will be required to provide appropriate documentation to the agent, which then will be required to provide certification to us or our paying agent, either directly or through other intermediaries. Non-U.S. holders that do not provide the required certification on a timely basis, but that qualify for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. If a non-U.S. holder holds our securities in connection with the conduct of a trade or business in the United States, and dividends paid on our securities are effectively connected with such holderâ€™s U.S. trade or Â 64 TABLE OF CONTENTS Â business (and are attributable to such holderâ€™s permanent establishment in the United States if required by an applicable tax treaty), the non-U.S. holder will be exempt from U.S. federalÂ withholding tax. To claim the exemption, the non-U.S. holder generally must furnish a valid IRS Form W-8ECI (or applicable successor form) to the applicable withholding agent. However, any such effectively connected dividends paid on our securities generally will be subject to U.S. federal income tax on a net income basis at the regular U.S. federal income tax rates in the same manner as if such holder were a resident of the United States. A non-U.S. holder that is a foreign corporation also may be subject to an additional branch profits tax equal to 30% (or such lower rate specified by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, as adjusted for certain items. Non-U.S. holders should consult their tax advisors regarding these rules and any applicable income tax treaties that may provide for different rules. Sale or Redemption Subject to the discussion below regarding backup withholding and FATCA, a non-U.S. holder generally will not be subject to U.S. federal income tax on any gain realized on the sale or other disposition of our securities, unless: â€¢ the gain is effectively connected with the non-U.S. holderâ€™s conduct of a trade or business in the United States, and if required by an applicable income tax treaty, is attributable to a permanent establishment maintained by the non-U.S. holder in the United States; â€‹ â€¢ the non-U.S. holder is a nonresident alien individual present in the United States for 183Â days or more during the taxable year of the disposition, and certain other requirements are met; or â€‹ â€¢ our securities constitute a â€œUnited States real property interestâ€ by reason of our status as a United States real property holding corporation, for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding the disposition or the non-U.S. holderâ€™s holding period for our securities, and our securities, as applicable, are not regularly traded on an established securities market during the calendar year in which the sale or other disposition occurs. â€‹ Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular U.S. federal income tax rates in the same manner as if such holder were a resident of the United States. A non-U.S. holder that is a foreign corporation also may be subject to an additional branch profits tax equal to 30% (or such lower rate specified by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, as adjusted for certain items. A non-U.S. holder described in the second bullet point above will be subject to U.S. federal income tax at a flat 30% rate (or such lower rate specified by an applicable income tax treaty), but may be offset by certain U.S.-source capital losses (even though the individual is not considered a resident of the United States), provided that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses. Non-U.S. holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules. Determining whether we are a United States real property holding corporation in the third bullet point above depends on the fair market value of our U.S. real property interests relative to the fair market value of our other trade or business assets and our foreign real property interests. We believe that we are notÂ currently and do not anticipate becoming a United States real property holding corporation for U.S. federal income tax purposes but cannot give assurance that we are not or will not become a United States real propertyÂ holding corporation. Even if we are or were to become a United States real property holding corporation, gain arising from the sale or other taxable disposition by a non-U.S. holder of our securities will not be subject to U.S. federal income tax on transfers of United States real property holding corporation shares if the our securities are â€œregularly traded,â€ as defined by applicable Treasury Regulations, on an established securities market, and such non-U.S. holder owned, actually and constructively, 5% or less of the our securities, as applicable, throughout the shorter of, the five-year period ending on the date of the sale or other taxable disposition or, the Non-U.S. holderâ€™s holding period. We do not expect that our ordinary shares or pre-funded warrants will be treated as regularly traded on an established securities market, and there can be no assurance that our ADSs will qualify or continue to qualify as regularly traded on an established securities Â 65 TABLE OF CONTENTS Â market. If any gain on a non-U.S. holderâ€™s disposition is taxable because we are a United States real property holding corporation and our securities are not treated as regularly traded on an established securities market, the non-U.S. holder will be taxed on such disposition generally in the same manner as gain that is effectively connected with the conduct of a U.S. trade or business (subject to the provisions under an applicable income tax treaty), except that the branch profits tax generally will not apply. Information Reporting and Backup Withholding Annual reports are required to be filed with the IRS and provided to each non-U.S. holder indicating the amount of dividends on our securities paid to such holder and the amount of any tax withheld with respect to those dividends. These information reporting requirements apply even if no withholding was required because the dividends were effectively connected with the holderâ€™s conduct of a U.S. trade or business, or withholding was reduced or eliminated by an applicable income tax treaty. This information also may be made available under a specific treaty or agreement with the tax authorities in the country in which the non-U.S. holder resides or is established. Backup withholding generally will notÂ apply to payments to a non-U.S. holder of dividends on or the gross proceeds of a disposition of our securities provided the non-U.S. holder furnishes the required certification for its non-U.S. status, such as by providing a valid IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-8ECI, or certain other requirements are met. Backup withholding may apply if the payor has actual knowledge, or reason to know, that the holder is a U.S. person who is not an exempt recipient. Backup withholding is not an additional tax. If any amount is withheld under the backup withholding rules, the non-U.S. holder should consult with a U.S. tax advisor regarding the possibility of and procedure for obtaining a refund or a credit against the non-U.S. holderâ€™s U.S. federal income tax liability, if any. Withholding on Foreign Entities or Accounts SectionsÂ 1471 to 1474 of the Code (â€œFATCAâ€), imposes a U.S. federal withholding tax of 30% on certain payments made to a â€œforeign financial institutionâ€ â€‹(as specially defined under these rules) unless such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding certain U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners) or an exemption applies. FATCA also generally will impose a U.S. federal withholding tax of 30% on certain payments made to a non-financial foreign entity unless such entity provides the withholding agent a certification identifying certain direct and indirect U.S. owners of the entity or an exemption applies. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. Under certain circumstances, a non-U.S. holder might be eligible for refunds or credits of such taxes. FATCA applies to dividends paid on our securities. Proposed regulations issued by the Treasury Department (on which taxpayers are entitled to rely until final regulations are issued) eliminate the federal withholding tax of 30% imposed by FATCA to gross proceeds of a sale or other disposition of our securities. Prospective investors are encouraged to consult with their own tax advisors regarding the possible implications of this FATCA on their investment in our securities. Cayman Islands Regardless of the application of SectionÂ 7874 of the Code (as discussed below), we are also treated as a Cayman corporation for Cayman tax purposes. However, we are not subject to income or capital gains tax under the current laws of the Cayman Islands. There are no other taxes likely to be material to us levied by the government of the Cayman Islands. We are and are expected to continue to be a Cayman Islands corporation as of the date of this prospectus. We are treated as an exempted company for Cayman Islands tax purposes. PRC Taxation We are a holding company incorporated in the Cayman Islands. Â 66 TABLE OF CONTENTS Â Under the Enterprise Income Tax Law of the Peopleâ€™s Republic of China (the â€œEIT Lawâ€) and its implementation rules, an enterprise established outside of China with a â€œde facto management bodyâ€ within China is considered a â€œresident enterprise,â€ and will be subject to the enterprise income tax on its global income at the rate of 25%. The implementation rules define the term â€œde facto management bodyâ€ as the body that exercises full and substantial control and overall management over the business, productions, personnel, accounts and properties of an enterprise. In 2009, the SAT issued SAT Circular 82, which provides certain specific criteria for determining whether the â€œde facto management bodyâ€ of a Chinese-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by Chinese enterprises or Chinese enterprise groups, not those controlled by Chinese individuals or foreigners, the criteria set forth in the circular may reflect the State Administration of Taxationâ€™s general position on how the â€œde facto management bodyâ€ text should be applied in determining the tax resident status of all offshore enterprises. According to SAT Circular 82, all offshore enterprises controlled by a Chinese enterprise or a Chinese enterprise will be regarded as a Chinese tax resident by virtue of having its â€œde facto management bodyâ€ in China only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in China; â€‹ (ii) decisions relating to the enterpriseâ€™s financial and human resource matters are made or are subject to approval by organizations or personnel in China; â€‹ (iii) the enterpriseâ€™s primary assets, accounting books and records, company seals, and board and shareholder resolutions, are located or maintained in China; and â€‹ (iv) at least 50% of voting board members or senior executives habitually reside in China. â€‹ We believe that neither we nor any of our subsidiaries outside of China is a Chinese resident enterprise for Chinese tax purposes. We are not controlled by a Chinese enterprise or Chinese enterprise group, and we do not believe that we meet all of the conditions above. We are a company incorporated outside China. As a holding company, some of our key assets are located, and our records (including the resolutions of its board of directors and the resolutions of its shareholders) are maintained, outside China. For the same reasons, we believe our other subsidiaries outside of China are also not Chinese resident enterprises for Chinese tax purposes. However, the tax resident status of an enterprise is subject to determination by the Chinese tax authorities and uncertainties remain with respect to the interpretation of the term â€œde facto management body.â€ If the Chinese tax authorities determine that we are a Chinese resident enterprise for Enterprise Income Tax (â€œEITâ€) purposes, we may be required to withhold tax at a rate of 10% on dividends we pay to our shareholders, including holders of our ADSs, that are non-resident enterprises. In addition, non-resident enterprise shareholders (including our ADS holders) may be subject to a 10% Chinese withholding tax on gains realized on the sale or other disposition of ordinary shares or ADSs, if such income is treated as sourced from within China. Furthermore, gains derived by our non-Chinese individual shareholders from the sale of our ordinary shares and ADSs may be subject to a 20% Chinese withholding tax. It is unclear whether our non-Chinese individual shareholders (including our ADS holders) would be subject to any Chinese tax (including withholding tax) on dividends received by such non-Chinese individual shareholders in the event we are determined to be a Chinese resident enterprise. If any Chinese tax were to apply to dividendsÂ realized by non-Chinese individuals, it will generally apply at a rate of 20%. The Chinese tax liability may be reduced under applicable tax treaties. However, it is unclear whether our non-Chinese shareholders would be able to claim the benefits of any tax treaty between their country of tax residence and China in the event that we are treated as a Chinese resident enterprise. See the section titled â€œRisk Factorsâ€‰â€”â€‰Risks Related to Doing Business in China and Our International Operationsâ€‰â€”â€‰If we are classified as a China resident enterprise for China income tax purposes, such classification could result in unfavorable tax consequences to us and our non-Chinese shareholders or ADS holdersâ€ in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, which is incorporated by reference herein. Pursuant to the EIT Law and its implementation rules, if a non-resident enterprise has not set up an organization or establishment in China, or has set up an organization or establishment but the income derived has no actual connection with such organization or establishment, it will be subject to a withholding Â 67 TABLE OF CONTENTS Â tax on its Chinese-sourced income at a rate of 10%. Pursuant to the Arrangement between Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income, the tax rate in respect to dividends paid by a Chinese enterprise to a Hong Kong enterprise is reduced to 5% from a standard rate of 10% if the Hong Kong enterprise directly holds at least 25% of the Chinese enterprise. Pursuant to the Notice of the State Administration of Taxation on the Issues concerning the Application of the Dividend Clauses of Tax Agreements (â€œSAT Circular 81â€), a Hong Kong resident enterprise must meet the following conditions, among others, in order to enjoy the reduced tax rate: (i)Â it must directly own the requiredÂ percentage of equity interests and voting rights in the Chinese resident enterprise; and (ii)Â it must have directly owned suchÂ percentage in the Chinese resident enterprise throughout the 12Â months prior to receiving the dividends. Additionally, China has started an anti-tax treaty shopping practice since the issuance of Circular 601 in 2009. On FebruaryÂ 3, 2018, the State Administration of Taxation released the Announcement on Issues concerning the â€œBeneficial Ownerâ€ in Tax TreatiesÂ (â€œPN9â€), which provides guidelines in determining a beneficial owner qualification under dividends, interest and royalty articles of tax treaties. Chinese tax authorities in general often scrutinize fact patterns case by case in determining foreign shareholdersâ€™ qualifications for a reduced treaty withholding tax rate, especiallyÂ against foreign companies that are perceived as being conduits or lacking commercial substance. Furthermore, according to the Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Tax Treaties, which became effective in JanuaryÂ 2020, where non-resident enterprises judge by themselves that they meet the conditions for entitlement to reduced tax rate according to tax treaties, they may enjoy such entitlement after reporting required information to competent tax authorities provided that they shall collect and retain relevant documents for future reference and inspections. Accordingly, our ShouTi Hong Kong Ltd. subsidiary may be able to enjoy the 5% tax rate for the dividends it receives from its Chinese incorporated subsidiary if it satisfies the conditions prescribed under SAT Circular 81, PN9 and other relevant tax rules and regulations and complete the necessary government formalities. However, according to SAT Circular 81, if the relevant tax authorities determine our transactions or arrangements are for the primary purpose of enjoying a favorable tax treatment, the relevant tax authorities may adjust the favorable tax rate on dividends in the future. If our Cayman Islands holding company, Structure Therapeutics Inc., is not deemed to be a Chinese resident enterprise, holders of our ordinary shares and ADSs who are not Chinese residents will not be subject to Chinese income tax on dividends distributed by us. With respect to gains realized from the sale or other disposition of the shares or ADSs, there is a possibility that a Chinese tax authority may impose an income tax under the indirect transfer rules set out under the Announcement of the State Administration of Taxation on Several Issues Concerning the Enterprise Income Tax on Indirect Property Transfer by Non-Resident Enterprises, except that such transaction could fall under the safe harbor thereunder. See the section titled â€œRisk Factorsâ€‰â€”â€‰Risks Related to Doing Business in China and Our International Operationsâ€‰â€”â€‰We and our shareholders face uncertainties in China with respect to indirect transfers of equity interests in China resident enterprisesâ€ in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, which is incorporated by reference herein. Â 68 TABLE OF CONTENTSâ€‹ Â UNDERWRITING We and the underwriters named below have entered into an underwriting agreement with respect to the ADSs being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of ADSs and pre-funded warrants indicated in the following table. Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC, Jefferies LLC and Leerink Partners LLC are the representatives of the underwriters. Underwriters â€‹ â€‹ Number of ADSs â€‹ â€‹ Number of Pre-Funded Warrants â€‹ Goldman Sachs & Co. LLC â€‹ â€‹ â€‡â€‡â€‡â€‡â€‡â€‡ â€‹ â€‹ Morgan Stanley & Co. LLC â€‹ â€‹ â€‡â€‡â€‡â€‡â€‡â€‡ â€‹ â€‹ Jefferies LLC â€‹ â€‹ â€‡â€‡â€‡â€‡â€‡â€‡ â€‹ â€‹ Leerink Partners LLC â€‹ â€‹ â€‡â€‡â€‡â€‡â€‡â€‡ â€‹ â€‹ â€‡â€‡â€‡â€‡â€‡â€‡ â€‹ Guggenheim Securities, LLC â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ BMO Capital Markets Corp. â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ Total â€‹ â€‹ â€‹ â€‹ â€‡â€‡â€‡â€‡â€‡â€‡ â€‹ â€‹ â€‹ â€‹ â€‹ â€‡â€‡â€‡â€‡â€‡â€‡ â€‹ â€‹ The underwriters are committed to take and pay for all of the securities being offered, if any are taken, other than the ADSs covered by the option described below unless and until this option is exercised. The underwriters have an option to buy up to an additional 1,200,000 ADSs from us to cover sales by the underwriters of a greater number of ADSs than the total number set forth in the table above. They may exercise that option for 30Â days. If any ADSs are purchased pursuant to this option, the underwriters will severally purchase ADSs in approximately the same proportion as set forth in the table above. The following table shows the per ADS and total underwriting discounts and commissions to be paid to the underwriters by us. Such amounts are shown assuming both no exercise and full exercise of the underwritersâ€™ option to purchase up to an additional 1,200,000 ADSs from us. â€‹ â€‹ â€‹ No Exercise â€‹ â€‹ Full Exercise â€‹ Per ADS â€‹ â€‹ â€‹ $ â€‡â€‡â€‡â€‡â€‡â€‡ â€‹ â€‹ â€‹ â€‹ $ â€‡â€‡â€‡â€‡â€‡â€‡ â€‹ â€‹ Per Pre-Funded Warrant â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ Total â€‹ â€‹ â€‹ $ â€‹ â€‹ â€‹ â€‹ $ â€‹ â€‹ â€‹ Securities sold by the underwriters to the public will initially be offered at the public offering prices set forth on the cover of this prospectus. Any ADSs sold by the underwriters to securities dealers may be sold at a discount of up to $â€‡â€‡â€‡â€‡â€‡â€‡ per ADS from the public offering price. After the initial offering of the ADSs and pre-funded warrants, the representatives may change the offering price and the other selling terms. The offering of the ADSs and pre-funded warrants by the underwriters is subject to receipt and acceptance and subject to the underwritersâ€™ right to reject any order in whole or in part. We and our officers and directors, together with their affiliated entities, have agreed with the underwriters, subject to certain exceptions, not to dispose of or hedge any of our or their ordinary shares, ADSs, options or warrants to acquire ordinary shares or ADSs, or securities exchangeable or convertible into ordinary shares or ADSs, during the period from the date of this prospectus continuing through the date 90Â days after the date of this prospectus, except with the prior written consent of Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC, Jefferies LLC and Leerink Partners LLC. The lock-up exceptions, among others, include the ability of certain of our executive officers to sell up to $10.0 million of ordinary shares, or securities convertible into or exchangeable or exercisable for ordinary shares, to satisfy certain tax obligations and the repayment of loan obligations. This agreement does not apply to any existing employee benefit plans. Our ADSs are listed on The Nasdaq Global Market under the symbol â€œGPCRâ€. There is no public trading market for the pre-funded warrants, and we do not expect a market to develop. We do not intend to list the pre-funded warrants on any securities exchange or nationally recognized trading system, including Nasdaq. Â 69 TABLE OF CONTENTS Â In connection with the offering, the underwriters may purchase and sell ADSs in the open market. These transactions may include short sales, stabilizing transactions, and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of ADSs than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A â€œcovered short positionâ€ is a short position that is not greater than the amount of additional ADSs for which the underwritersâ€™ option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional ADSs or purchasing ADSs in the open market. In determining the source of ADSs to cover the covered short position, the underwriters will consider, among other things, the price of ADSs available for purchase in the open market as compared to the price at which they may purchase additional ADSs pursuant to the option described above. â€œNakedâ€ short sales are any short sales that create a short position greater than the amount of additional ADSs for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the ADSs in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of ADSs made by the underwriters in the open market prior to the closing of the offering. The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased ADSs sold by or for the account of such underwriter in stabilizing or short covering transactions. Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of our ADSs, and together with the imposition of the penalty bid, may stabilize, maintain, or otherwise affect the market price of our ADSs. As a result, the price of our ADSs may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on the Nasdaq Global Market, in the over-the-counter market or otherwise. We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $1.4Â million. We have agreed to reimburse the underwriters for certain of their expenses in an amount up to $100,000. The underwriters have agreed to reimburse us for certain of our expenses incurred in connection with the offering. We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act. The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage, and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates may in the future provide, a variety of these services to us and to persons and entities with relationships with us, for which they will receive customary fees and expenses. In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities, and/or instruments of ours (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with us. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities, and instruments. The company may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. In connection with those derivatives, the Â 70 TABLE OF CONTENTS Â third parties may sell securities covered by this prospectus, including in short sale transactions. If so, the third party may use securities pledged by the company or borrowed from the company or others to settle those sales or to close out any related open borrowings of stock, and may use securities received from the company in settlement of those derivatives to close out any related open borrowings of stock. The third party in such sale transactions will be an underwriter or will be identified in a post-effective amendment. Selling Restrictions European Economic Area In relation to each Member State of the European Economic Area, or a Relevant Member, no securities have been offered or will be offered pursuant to the offering to the public in that Relevant Member prior to the publication of a prospectus in relation to the securities which has been approved by the competent authority in that Relevant Member or, where appropriate, approved in another Relevant Member and notified to the competent authority in that Relevant Member, all in accordance with the Prospectus Regulation, except that the securities may be offered to the public in that Relevant Member at any time: (i) to any legal entity which is a qualified investor as defined under ArticleÂ 2 of the Prospectus Regulation; â€‹ (ii) to fewer than 150 natural or legal persons (other than qualified investors as defined under ArticleÂ 2 of the Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or â€‹ (iii) in any other circumstances falling within ArticleÂ 1(4) of the Prospectus Regulation, â€‹ provided that no such offer of the securities shall require us or any of the representatives to publish a prospectus pursuant to ArticleÂ 3 of the Prospectus Regulation or supplement a prospectus pursuant to ArticleÂ 23 of the Prospectus Regulation. For the purposes of this provision, the expression an â€œoffer to the publicâ€ in relation to the securities in any Relevant Member means the communication in any form and by any means of sufficient information on the terms of the offer and any securities to be offered so as to enable an investor to decide to purchase or subscribe for any securities, and the expression â€œProspectus Regulationâ€ means Regulation (EU) 2017/1129. United Kingdom No securities have been offered or will be offered pursuant to the offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the securities which has been approved by the Financial Conduct Authority, except that the securities may be offered to the public in the United Kingdom at any time: (i) to any legal entity which is a qualified investor as defined under ArticleÂ 2 of the UK Prospectus Regulation; â€‹ (ii) to fewer than 150 natural or legal persons (other than qualified investors as defined under ArticleÂ 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or â€‹ (iii) in any other circumstances falling within SectionÂ 86 of the FSMA, â€‹ provided that no such offer of the securities shall require the Company or the underwriters to publish a prospectus pursuant to SectionÂ 85 of the FSMA or supplement a prospectus pursuant to ArticleÂ 23 of the UK Prospectus Regulation. For the purposes of this provision, the expression an â€œoffer to the publicâ€ in relation to the securities in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any securities to be offered so as to enable an investor to decide to purchase or subscribe for any securities and the expression. â€œUK Prospectus Regulationâ€ means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018. Â 71 TABLE OF CONTENTS Â Canada The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption form, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaserâ€™s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaserâ€™s province or territory of these rights or consult with a legal advisor. Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering. Hong Kong The securities may not be offered or sold in Hong Kong by means of any document other than (i)Â in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong), or the Companies (Winding Up and Miscellaneous Provisions) Ordinance, or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), or the Securities and Futures Ordinance, or (ii)Â to â€œprofessional investorsâ€ as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii)Â in other circumstances which do not result in the document being a â€œprospectusâ€ as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the securities may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to securities which are or are intended to be disposed of only to persons outside Hong Kong or only to â€œprofessional investorsâ€ in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder. Singapore This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the securities may not be circulated or distributed, nor may the securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i)Â to an institutional investor (as defined under SectionÂ 4A of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA) under SectionÂ 274 of the SFA, (ii)Â to a relevant person (as defined in SectionÂ 275(2) of the SFA) pursuant to SectionÂ 275(1) of the SFA, or any person pursuant to SectionÂ 275(1A) of the SFA, and in accordance with the conditions specified in SectionÂ 275 of the SFA, or (iii)Â otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA. Where the securities are subscribed or purchased under SectionÂ 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in SectionÂ 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in SectionÂ 239(1) of the SFA) of that corporation shall not be transferable for 6Â months after that corporation has acquired the securities under SectionÂ 275 of the SFA except: (i)Â to an institutional investor under SectionÂ 274 of the SFA or to a relevant person (as defined in SectionÂ 275(2) of the SFA), (ii)Â where such transfer arises from an offer in that Â 72 TABLE OF CONTENTS Â corporationâ€™s securities pursuant to SectionÂ 275(1A) of the SFA, (iii)Â where no consideration is or will be given for the transfer, (iv)Â where the transfer is by operation of law, (v)Â as specified in SectionÂ 276(7) of the SFA, or (vi)Â as specified in RegulationÂ 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) RegulationsÂ 2005 of

Singapore (RegulationÂ 32). Where the securities are subscribed or purchased under SectionÂ 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in SectionÂ 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiariesâ€™ rights and interest (howsoever described) in that trust shall not be transferable for 6Â months after that trust has acquired the securities under SectionÂ 275 of the SFA except: (i)Â to an institutional investor under SectionÂ 274 of the SFA or to a relevant person (as defined in SectionÂ 275(2) of the SFA), (ii)Â where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than $200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (iii)Â where no consideration is or will be given for the transfer, (iv)Â where the transfer is by operation of law, (v)Â as specified in SectionÂ 276(7) of the SFA, or (vi)Â as specified in RegulationÂ 32. Solely for the purposes of its obligations pursuant to SectionÂ 309B of the SFA, we have determined, and hereby notify all relevant persons (as defined in the CMP RegulationsÂ 2018), that the securities are â€œprescribed capital markets productsâ€ â€‹(as defined in the CMP RegulationsÂ 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products). Japan The securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended), or the FIEA. The securities may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan. Australia No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, in relation to the offering. This offering document does not constitute a prospectus, product disclosure statement, or other disclosure document under the Corporations Act 2001, or the Corporations Act, and does not purport to include the information required for a prospectus, product disclosure statement, or other disclosure document under the Corporations Act. Any offer in Australia of the securities may only be made to persons, or the Exempt Investors, who are â€œsophisticated investorsâ€ â€‹(within the meaning of section 708(8) of the Corporations Act), â€œprofessional investorsâ€ â€‹(within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the securities without disclosure to investors under Chapter 6D of the Corporations Act. The securities applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12Â months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring securities must observe such Australian on-sale restrictions. This offering document contains general information only and does not take account of the investment objectives, financial situation, or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to Â 73 TABLE OF CONTENTS Â consider whether the information in this offering document is appropriate to their needs, objectives, and circumstances, and, if necessary, seek expert advice on those matters. Dubai International Financial Centre This offering document relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (â€œDFSAâ€. This offering document is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth in this prospectus and has no responsibility for the offering document. The securities to which this offering document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this offering document. you should consult an authorized financial advisor. Switzerland This offering document is not intended to constitute an offer or solicitation to purchase or invest in the securities. The securities may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (the â€œFinSAâ€), and no application has or will be made to admit the securities to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this offering document nor any other offering or marketing material relating to the securities constitutes a prospectus pursuant to the FinSA, and neither this offering document nor any other offering or marketing material relating to the securities may be publicly distributed or otherwise made publicly available in Switzerland. Neither this offering document nor any other offering or marketing material relating to the offering, us or the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this offering document will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority, and the offer of securities has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (the â€œCISAâ€). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the securities. Â 74 TABLE OF CONTENTSâ€‹â€‹â€‹ Â LEGAL MATTERS We are being represented by Cooley LLP, San Diego, California, with respect to certain legal matters as to U.S. federal securities laws. The validity of the ordinary shares represented by the ADSs offered in this offering (including the ADSs underlying the pre-funded warrants offered in in this offering) will be passed upon for us by Travers Thorp Alberga. The validity of the pre-funded warrants offered in this offering will be passed upon for us by Cooley LLP. Certain legal matters as to Chinese law will be passed upon for us by Zhong Lun Law Firm. Certain legal matters in connection with this offering will be passed upon for the underwriters by Latham & Watkins LLP, San Diego, California. EXPERTS The financial statements as of December 31, 2022 and for the year ended December 31, 2022 incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2023 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting. Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2023, as set forth in their report, which is incorporated by reference in this prospectus and elsewhere in the registration statement. Our financial statements are incorporated by reference in reliance on Ernst & Young LLPâ€™s report, given on their authority as experts in accounting and auditing. WHERE YOU CAN FIND ADDITIONAL INFORMATION We have filed with the SEC a registration statement on Form S-1, including exhibits and schedules, under the Securities Act, with respect to the ADSs being offered by this prospectus. This prospectus, which constitutes part of the registration statement, does not contain all of the information in the registration statement and its exhibits. For further information with respect to us and the ADSs offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference. You may read our SEC filings, including this registration statement, over the Internet at the SECâ€™s website at www.sec.gov. We are subject to the information reporting requirements of the Exchange Act, and we have filed reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available for review on the web site of the SEC referred to above. We also maintain a website at www.structuretx.com, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on or accessible through our website is not a part of this prospectus or the registration statement of which it forms a part, and the inclusion of our website address in this prospectus is an inactive textual reference only. Â 75 TABLE OF CONTENTSâ€‹ Â INCORPORATION OF CERTAIN INFORMATION BY REFERENCE The SEC allows us to â€œincorporate by referenceâ€ information from other documents that we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. Information in this prospectus supersedes information incorporated by reference that we filed with the SEC prior to the date of this prospectus. We incorporate by reference into this prospectus and the registration statement of which this prospectus is a part the information or documents listed below that we have filed with the SEC (File No. 001-41608): â€¢ our Annual Report on Form 10-K for the year ended DecemberÂ 31, 2023, filed with the SEC on MarchÂ 8, 2024; â€‹ â€¢ our Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 25, 2024 (to the extent incorporated by reference into Part III of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023); â€‹ â€¢ our Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, filed with the SEC on May 9, 2024; â€‹ â€¢ our Current Reports on Form 8-K filed with the SEC on June 3, 2024; and â€‹ â€¢ the description of the securities contained in our Registration Statement on Form 8-A filed with the SEC on JanuaryÂ 30, 2023, as updated by Exhibit 4.5 of our Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on March 30, 2023, including any amendments or reports filed for the purpose of updating such description. â€‹ Notwithstanding the statements in the preceding paragraphs, no document, report or exhibit (or portion of any of the foregoing) or any other information that we have â€œfurnishedâ€ to the SEC pursuant to the Exchange Act shall be incorporated by reference into this prospectus. We will furnish without charge to you, on written or oral request, a copy of any or all of the documents incorporated by reference in this prospectus, including exhibits to these documents. You should direct any requests for documents to Structure Therapeutics Inc., Attn: Investor Relations, 601 Gateway Blvd., SuiteÂ 900, South San Francisco, California 94080 or may be made telephonically at (650) 457-1978. You also may access these filings on our website at www.structuretx.com. Information contained on or accessible through our website is not a part of this prospectus or the registration statement of which it forms a part, and the inclusion of our website address in this prospectus is an inactive textual reference only. Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus will be deemed modified, superseded or replaced for purposes of this prospectus to the extent that a statement contained in this prospectus modifies, supersedes or replaces such statement. Â 76 TABLE OF CONTENTS 8,000,000 American Depositary Shares Representing 24,000,000 Ordinary Shares Pre-Funded Warrants to Purchase Ordinary Shares Represented by American Depositary Shares Structure Therapeutics Inc. American Depositary Shares Pre-Funded Warrants to Purchase Ordinary Shares Represented by American Depositary Shares Prospectus Goldman Sachs & Co. LLC Morgan Stanley Jefferies Leerink Partners Guggenheim Securities BMO Capital Marketsâ€‹ â€‡â€‡â€‡â€‡â€‡â€‡â€‡â€‡ â€‡â€‡â€‰ â€‡â€‡â€‡â€‡, 2024 TABLE OF CONTENTS Â PART II INFORMATION NOT REQUIRED IN PROSPECTUS ItemÂ 13.Â Â Â Other Expenses of Issuance and Distribution. The following table sets forth the costs and expenses, other than the underwriting discounts and commissions, payable by us in connection with the sale of our ADSs being registered. All amounts are estimates except for the Securities and Exchange Commission (the â€œSECâ€), registration fee, and the Financial Industry Regulatory Authority (the â€œFINRAâ€) filing fee. ITEM â€‹ â€‹ AMOUNT PAID OR TO BE PAID â€‹ SEC registration fee â€‹ â€‹ â€‹ $ 47,541 â€‹

â€‹ FINRA filing fee â€‹ â€‹ â€‹ â€‹ 47,696 â€‹ â€‹ Printing expenses â€‹ â€‹ â€‹ â€‹ 35,000 â€‹ â€‹ Legal fees and expenses â€‹ â€‹ â€‹ â€‹ 800,000 â€‹ â€‹ Accounting fees and expenses â€‹ â€‹ â€‹ â€‹ 280,000 â€‹ â€‹ Depositary fees and expenses â€‹ â€‹ â€‹ â€‹ 100,000 â€‹ â€‹ Miscellaneous expenses â€‹ â€‹ â€‹ â€‹ 89,763 â€‹ â€‹ Total â€‹ â€‹ â€‹ â€‹ $ 1,400,000 â€‹ â€‹ ItemÂ 14.Â Â Â Indemnification of Directors and Officers. Cayman Islands law does not limit the extent to which a companyâ€™s articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our amended and restated memorandum and articles of association provide that we shall indemnify our directors and officers (each an indemnified person) against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such indemnified person, other than by reason of such personâ€™s own dishonesty, willful default or fraud, in or about the conduct of our companyâ€™s business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such indemnified person in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere. We have entered into indemnification agreements with certain of our current directors and executive officers, pursuant to which we agreed to indemnify our directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or officer. The underwriting agreement, the form of which is filed as ExhibitÂ 1.1 to this registration statement, will also provide for indemnification by the underwriters of us and our officers and directors for certain liabilities, including liabilities arising under the Securities Act, but only to the extent that such liabilities are caused by information relating to the underwriters furnished to us in writing expressly for use in this registration statement and certain other disclosure documents. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. Â II-1 TABLE OF CONTENTS Â ItemÂ 15.Â Â Â Recent Sales of Unregistered Securities. Since January 1, 2021, we have made the following sales of unregistered securities: (1) In JulyÂ 2021, we issued and sold an aggregate of 24,701,732 SeriesÂ B preferred shares for an aggregate consideration of $100.0Â million to certain investors. â€‹ (2) In DecemberÂ 2021, we entered into a share exchange agreement with Basecamp Bio Inc., or Basecamp, one of our subsidiaries, pursuant to which we issued an aggregate of 2,161,402 SeriesÂ B-1 preferred shares for an aggregate consideration of $7.0Â million in exchange of 7,000,000 shares of Basecampâ€™s SeriesÂ Seed preferred shares. â€‹ (3) In AprilÂ 2022, we issued and sold an additional aggregate of 8,155,272 SeriesÂ B preferred shares for an aggregate consideration of $33.0Â million to certain investors. â€‹ (4) In SeptemberÂ 2023, we entered into a share purchase agreement with certain institutional investors (the â€œPurchasersâ€), pursuant to which we issued and sold to the Purchasers an aggregate of 21,617,295 ordinary shares and 2,401,920 non-voting ordinary shares for aggregate net proceeds of approximately $281.5 million. â€‹ (5) From the date of adoption of the Companyâ€™s 2019 Equity Incentive Plan, as amended (the â€œ2019 Planâ€) to MayÂ 31, 2024, we granted stock options under the 2019 Plan to purchase up to an aggregate of 9,099,664 ordinary shares to our employees, directors and consultants, at a weighted-average exercise price ofâ€‰$1.67 per share. Through the effective date of this registration statement, 1,294,731 ordinary shares were issued upon the exercise of options granted to employees, directors and consultants and the payment ofâ€‰$1,654,924 to us was made. Through the effective date of this registration statement, 215,000 ordinary shares were issued as restricted share awards to consultants. â€‹ The offers, sales and issuances of the securities described in paragraphs (1)Â through (4)Â were deemed to be exempt from registration under the Securities Act in reliance on SectionÂ 4(a)(2) (or were deemed to be exempt from registration under the Securities Act in reliance on SectionÂ 4(a)(2) or RegulationÂ D promulgated thereunder) in that the issuance of securities to the accredited investors did not involve a public offering. The recipients of securities in each of these transactions acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of securities in these transactions was an accredited investor under RuleÂ 501 of RegulationÂ D. No underwriters were involved in these transactions. The offers, sales and issuances of the securities described in paragraph (5)Â was deemed to be exempt from registration under the Securities Act in reliance on either RuleÂ 701 in that the transactions were under compensatory benefit plans and contracts relating to compensation as provided under RuleÂ 701 or SectionÂ 4(a)(2) in that the issuance of securities to the accredited investors did not involve a public offering. The recipients of such securities were our employees, directors or bona fide consultants and received the securities under the 2019 Plan. Appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of securities in these transactions had adequate access, through employment, business or other relationships, to information about us. Â II-2 TABLE OF CONTENTS Â ItemÂ 16.Â Â Â Exhibits and Financial Statement Schedules. (a) Exhibits. â€‹ The exhibits listed below are filed as part of this registration statement. â€‹ Exhibit Number â€‹ â€‹ Description of Document â€‹ â€‹ Form â€‹ â€‹ File No. â€‹ â€‹ Exhibit â€‹ â€‹ Filing Date â€‹ â€‹ Filed Herewith â€‹ â€‹ 1.1 â€‹ â€‹ Form of Underwriting Agreement. â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 3.1 â€‹ â€‹ Amended and Restated Memorandum and Articles of Association of the registrant. â€‹ â€‹ 8-K â€‹ â€‹ 001-41608 â€‹ â€‹ 3.1 â€‹ â€‹ FebruaryÂ 7, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 4.1 â€‹ â€‹ Registrantâ€™s Specimen Certificate for Ordinary Shares. â€‹ â€‹ S-1/A â€‹ â€‹ 333-269200 â€‹ â€‹ 4.1 â€‹ â€‹ JanuaryÂ 30, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 4.2 â€‹ â€‹ Form of Deposit Agreement. â€‹ â€‹ S-1/A â€‹ â€‹ 333-269200 â€‹ â€‹ 4.2 â€‹ â€‹ JanuaryÂ 30, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 4.3 â€‹ â€‹ Form of American Depositary Receipt evidencing American Depositary Shares (included in ExhibitÂ 4.2). â€‹ â€‹ S-1/A â€‹ â€‹ 333-269200 â€‹ â€‹ 4.3 â€‹ â€‹ JanuaryÂ 30, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 4.4 â€‹ â€‹ Amended and Restated Investorsâ€™ Rights Agreement, dated JulyÂ 30, 2021, by and between the registrant and the investors named therein. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 4.4 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 4.5 â€‹ â€‹ Form of Pre-Funded Warrant. â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 5.1 â€‹ â€‹ Opinion of Travers Thorp Alberga. â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 5.2 â€‹ â€‹ Opinion of Zhong Lun Law Firm. â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 5.3 â€‹ â€‹ Opinion of Cooley LLP. â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 10.1+ â€‹ â€‹ Form of Indemnification Agreement between the registrant and each of its executive officers and directors. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.1 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.2+ â€‹ â€‹ ShouTi Inc. 2019 Equity Incentive Plan, as amended (including Forms of Option Grant Notice, Option Agreement and Notice of Exercise thereunder). â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.2 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.3+ â€‹ â€‹ Structure Therapeutics Inc. 2023 Equity Incentive Plan. â€‹ â€‹ 10-K â€‹ â€‹ 001-41608 â€‹ â€‹ 10.3 â€‹ â€‹ MarchÂ 30, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.4+ â€‹ â€‹ Form of Share Option Grant Notice, Share Option Agreement and Notice of Exercise (US) under the Structure Therapeutics Inc. 2023 Equity Incentive Plan. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.4 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ Â II-3 TABLE OF CONTENTS Â â€‹ Exhibit Number â€‹ â€‹ Description of Document â€‹ â€‹ Form â€‹ â€‹ File No. â€‹ â€‹ Exhibit â€‹ â€‹ Filing Date â€‹ â€‹ Filed Herewith â€‹ â€‹ 10.5+ â€‹ â€‹ Form of Share Option Grant Notice, Share Option Agreement and Notice of Exercise (Non-Employee Director) under the Structure Therapeutics Inc. 2023 Equity Incentive Plan. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.5 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.6+ â€‹ â€‹ Form of Share Option Grant Notice, Share Option Agreement and Notice of Exercise (PRC) under the Structure Therapeutics Inc. 2023 Equity Incentive Plan. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.6 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.7+ â€‹ â€‹ Form of Restricted Share Unit Award Grant Notice and Award Agreement (US) under the Structure Therapeutics Inc. 2023 Equity Incentive Plan. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.7 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.8+ â€‹ â€‹ Form of Restricted Share Unit Award Grant Notice and Award Agreement (PRC) under the Structure Therapeutics Inc. 2023 Equity Incentive Plan. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.8 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.9+ â€‹ â€‹ Structure Therapeutics Inc. 2023 Employee Share Purchase Plan. â€‹ â€‹ 10-K â€‹ â€‹ 001-41608 â€‹ â€‹ 10.9 â€‹ â€‹ MarchÂ 30, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.10+ â€‹ â€‹ Executive Employment Agreement, by and between the registrant and Raymond Stevens, dated MayÂ 16, 2019. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.10 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.11+ â€‹ â€‹ Executive Employment Agreement by and between the registrant and Jun Yoon, dated MayÂ 1, 2019. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.11 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.12+ â€‹ â€‹ Amendment to the Executive Employment Agreement by and between the registrant and Jun Yoon. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.12 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.13+ â€‹ â€‹ Offer Letter, by and between the registrant and Mark Bach, M.D., dated AprilÂ 19, 2021. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.13 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.14+ â€‹ â€‹ Employment Contract, by and between Shanghai ShouTi Biotechnology Co., Ltd. and Xichen Lin, dated JulyÂ 22, 2019. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.15 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.15+ â€‹ â€‹ Employment Contract, by and between Shanghai ShouTi Biotechnology Co., Ltd. and Yingli Ma, dated NovemberÂ 1, 2022. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.16 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ Â II-4 TABLE OF CONTENTS Â â€‹ Exhibit Number â€‹ â€‹ Description of Document â€‹ â€‹ Form â€‹ â€‹ File No. â€‹ â€‹ Exhibit â€‹ â€‹ Filing Date â€‹ â€‹ Filed Herewith â€‹ â€‹ 10.16+ â€‹ â€‹ Supplemental Agreement, by and among Shanghai Basecamp Biotechnology Co., Ltd., Shanghai ShouTi Biotechnology Co., Ltd. and Yingli Ma, dated OctoberÂ 31, 2022. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.17 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.17+ â€‹ â€‹ Board Service Agreement by and between the registrant and Daniel Welch, dated DecemberÂ 10, 2021. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.18 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.18+ â€‹ â€‹ Board Service Agreement by and between the registrant and Sharon Tetlow, dated MarchÂ 2, 2022. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.19 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.19+ â€‹ â€‹ Board Service Agreement by and between the registrant and Joanne Waldstreicher, dated NovemberÂ 23, 2022. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.20 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.20+ â€‹ â€‹ Board Service Agreement by and between the registrant and Eric Dobmeier, dated DecemberÂ 13, 2022. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.21 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.21+ â€‹ â€‹ Non-Employee Director Compensation Policy. â€‹ â€‹ 10-Q â€‹ â€‹ 001-41608 â€‹ â€‹ 10.2 â€‹ â€‹ MayÂ 9, 2024 â€‹ â€‹ â€‹ â€‹ â€‹ 10.22+ â€‹ â€‹ Severance and Change in Control Plan. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.23 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.23* â€‹ â€‹ Collaboration Agreement, by and between Lhotse Bio, Inc. and SchrÃ¶dinger, LLC, dated OctoberÂ 9, 2020. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.24 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.24 â€‹ â€‹ Shanghai Premises Lease Contract, by and between Shanghai ShouTi Biotechnology Co., Ltd. and Shanghai Changtai Business Management Co., Ltd., dated JuneÂ 22, 2021. â€‹ â€‹ S-1 â€‹ â€‹ 333-269200 â€‹ â€‹ 10.25 â€‹ â€‹ JanuaryÂ 12, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.25 â€‹ â€‹ Exchange Agreement dated MayÂ 10, 2023 between the registrant and the investors named therein. â€‹ â€‹ 10-Q â€‹ â€‹ 001-41608 â€‹ â€‹ 10.1 â€‹ â€‹ MayÂ 11, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.26 â€‹ â€‹ Lease Agreement, dated JuneÂ 29, 2023, by and between the registrant and Shanghai Changtai Business Management Co., Ltd. â€‹ â€‹ 8-K â€‹ â€‹ 001-41608 â€‹ â€‹ 10.1 â€‹ â€‹ JulyÂ 6, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.27 â€‹ â€‹ House Leasing Contract, dated JuneÂ 29, 2023, by and between the Shanghai ShouTi Biotechnology Co., ltd. and Shanghai Chuangzhi Space Entrepreneurship Incubator Management Co., Ltd. â€‹ â€‹ 8-K â€‹ â€‹ 001-41608 â€‹ â€‹ 10.2 â€‹ â€‹ JulyÂ 6, 2023 â€‹ â€‹ â€‹ â€‹ Â II-5 TABLE OF

CONTENTS Â â€‹ Exhibit Number â€‹ â€‹ Description of Document â€‹ â€‹ Form â€‹ â€‹ File No. â€‹ â€‹ Exhibit â€‹ â€‹ Filing Date â€‹ â€‹ Filed Herewith â€‹ â€‹ 10.28 â€‹ â€‹ Sublease, dated JuneÂ 29, 2023, by and between Structure Therapeutics USA Inc. and Aligos Therapeutics, Inc. â€‹ â€‹ 8-K â€‹ â€‹ 001-41608 â€‹ â€‹ 10.3 â€‹ â€‹ JulyÂ 6, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.29 â€‹ â€‹ Share Purchase Agreement, dated as of SeptemberÂ 29, 2023, by and among the registrant and the purchasers named therein. â€‹ â€‹ 10-Q â€‹ â€‹ 001-41608 â€‹ â€‹ 10.4 â€‹ â€‹ November 17, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 10.30* â€‹ â€‹ Collaboration Agreement, by and between SchrÃ¶dinger, Inc. and Aconcagua Bio, Inc., dated November 7, 2023 â€‹ â€‹ 8-K â€‹ â€‹ 001-41608 â€‹ â€‹ 10.1 â€‹ â€‹ NovemberÂ 14, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 21.1 â€‹ â€‹ Subsidiaries of the registrant. â€‹ â€‹ S-1 â€‹ â€‹ 001-41608 â€‹ â€‹ 21.1 â€‹ â€‹ November 17, 2023 â€‹ â€‹ â€‹ â€‹ â€‹ 23.1 â€‹ â€‹ Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm. â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 23.2 â€‹ â€‹ Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm. â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 23.3 â€‹ â€‹ Consent of Travers Thorp Alberga (included in ExhibitÂ 5.1). â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 23.4 â€‹ â€‹ Consent of Zhong Lun Law Firm (included in ExhibitÂ 5.2). â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 23.5 â€‹ â€‹ Consent of Cooley LLP (included in Exhibit 5.3). â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 24.1 â€‹ â€‹ Powers of Attorney (included on the signature page). â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ 107 â€‹ â€‹ Filing Fee Table. â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ â€‹ X â€‹ â€‹ + Indicates management contract or compensatory plan. â€‹ * Pursuant to ItemÂ 601(b)(10)(iv) of RegulationÂ S-K promulgated by the SEC, certain portions of this exhibit have been redacted because they are both not material and is the type that the Registrant treats as private or confidential. The Registrant hereby agrees to furnish supplementally to the SEC, upon its request, an unredacted copy of this exhibit. â€‹ (b) Financial Statement Schedules. â€‹ Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto, which are incorporated herein by reference.

ItemÂ 17.Â Â Â Undertakings. The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as Â II-6 TABLE OF CONTENTS Â expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. The undersigned registrant hereby undertakes that: 1. For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration Statement in reliance upon RuleÂ 430A and contained in a form of prospectus filed by the registrant pursuant to RuleÂ 424(b)(1) or (4)Â or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective. â€‹ 2. For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. â€‹ Â II-7 TABLE OF CONTENTSâ€‹ Â SIGNATURES Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Francisco, State of California on June 3, 2024. â€‹ â€‹ â€‹ â€‹ STRUCTURE THERAPEUTICS INC. â€‹ â€‹ â€‹ â€‹ â€‹ By: /s/ Raymond Stevens, Ph.D. â€‹ â€‹ Raymond Stevens, Ph.D. Chief Executive Officer â€‹ POWER OF ATTORNEY KNOW ALL BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Raymond Stevens, Ph.D. and Jun Yoon and each of them, as his or her true and lawful attorneys-in-fact and agents, each with the full power of substitution, for him or her and in his or her name, place or stead, in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments), and to sign any registration statement for the same offering covered by this registration statement that is to be effective upon filing pursuant to RuleÂ 462(b) promulgated under the Securities Act, and all post-effective amendments thereto, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as she or he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their, his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated. â€‹ SIGNATURE â€‹ â€‹ TITLE â€‹ â€‹ DATE â€‹ â€‹ /s/ Raymond Stevens, Ph.D. â€‹ Raymond Stevens, Ph.D. â€‹ â€‹ Chief Executive Officer and Director (Principal Executive Officer) â€‹ â€‹ JuneÂ 3, 2024 â€‹ â€‹ /s/ Jun Yoon â€‹ Jun Yoon â€‹ â€‹ Chief Financial Officer (Principal Financial and Accounting Officer) â€‹ â€‹ JuneÂ 3, 2024 â€‹ â€‹ /s/ Daniel Welch â€‹ Daniel Welch â€‹ â€‹ Chairman â€‹ â€‹ JuneÂ 3, 2024 â€‹ â€‹ /s/ Eric Dobmeier â€‹ Eric Dobmeier â€‹ â€‹ Director â€‹ â€‹ JuneÂ 3, 2024 â€‹ â€‹ /s/ Ramy Farid, Ph.D. â€‹ Ramy Farid, Ph.D. â€‹ â€‹ Director â€‹ â€‹ JuneÂ 3, 2024 â€‹ Â II-8 TABLE OF CONTENTS Â â€‹ SIGNATURE â€‹ â€‹ TITLE â€‹ â€‹ DATE â€‹ â€‹ /s/ Ted W. Love, M.D. â€‹ Ted W. Love, M.D. â€‹ â€‹ Director â€‹ â€‹ JuneÂ 3, 2024 â€‹ â€‹ /s/ Sharon Tetlow â€‹ Sharon Tetlow â€‹ â€‹ Director â€‹ â€‹ JuneÂ 3, 2024 â€‹ â€‹ /s/ Joanne Waldstreicher, M.D. â€‹ Joanne Waldstreicher, M.D. â€‹ â€‹ Director â€‹ â€‹ JuneÂ 3, 2024 â€‹ Â II-9 EX-1.1 2 tm2414821d6_ex1-1.htm EXHIBIT 1.1 Â Exhibit 1.1Â Â Structure Therapeutics Inc. Â [Â·] American Depositary SharesÂ Representing [Â·] Ordinary SharesÂ (Par Value $0.0001 Per Share) Â and Â Pre-Funded Warrants to Purchase [Â·] Ordinary Shares Represented by American Depositary Shares Â UNDERWRITING AGREEMENT Â JuneÂ [Â·], 2024 Â Goldman SachsÂ & Co. LLCÂ Morgan StanleyÂ & Co. LLCÂ Jefferies LLCÂ Leerink Partners LLCÂ As Representatives of the Several Underwriters Â c/o Goldman SachsÂ & Co. LLCÂ 200 West StreetÂ New York, NY 10282 Â c/o Morgan StanleyÂ & Co. LLCÂ 1585 BroadwayÂ New York, NY 10036 Â c/o Jefferies LLC 520 Madison Avenue New York, New York 10022 Â c/o Leerink Partners LLCÂ 53 State Street, 40th FloorÂ Boston, MA 02109 Â Ladies and Gentlemen: Â Introductory. Structure Therapeutics Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the â€œCompanyâ€), proposes to issue and sell to the several underwriters named in Schedule A (the â€œUnderwritersâ€) (i)Â an aggregate of [Â·] American Depositary Shares (â€œADSsâ€), each representing three ordinary shares, par value $0.0001 per share, of the Company (each an â€œOrdinary Shareâ€) and (ii)Â pre-funded warrants of the Company to purchase in the aggregate up to [Â·] Ordinary Shares, each three Ordinary Shares represented by one ADS, at an exercise price equal to $0.0001 per Ordinary Share (the â€œPre-Funded Warrantsâ€). The [Â·] ADSs to be sold by the Company are called the â€œFirm ADSsâ€ and together with the Pre-Funded Warrants are referred to herein as the â€œFirm Securities.â€ In addition, the Company has granted to the Underwriters an option to purchase up to an additional [Â·] ADSs as provided in SectionÂ 2. The additional [Â·] ADSs to be sold by the Company pursuant to such option are collectively called the â€œOptional ADSs.â€ The Firm ADSs and, if and to the extent such option is exercised, the Optional ADSs are collectively called the â€œOffered ADSsâ€ and together with the Pre-Funded Warrants are referred to herein as the â€œOffered Securitiesâ€. As used herein, â€œWarrant Sharesâ€ means the Ordinary Shares issuable upon exercise of the Pre-Funded Warrants and â€œWarrant ADSsâ€ means the ADSs representing such Warrant Shares. The Ordinary Shares represented by the Firm ADSs are hereinafter called the â€œFirm Shares,â€ the Ordinary Shares represented by the Optional ADSs are hereinafter called the â€œOptional Shares,â€ and the Firm Shares and Optional Shares are hereinafter collectively called the â€œOffered Shares.â€ Unless the context otherwise requires, each reference to the Firm ADSs or Optional ADSs herein also includes the Offered Shares and each reference to the Warrant ADSs herein also includes the Warrant Shares. Goldman SachsÂ & Co. LLC (â€œGoldmanâ€), Morgan StanleyÂ & Co. LLC (â€œMorgan Stanleyâ€), Jefferies LLC (â€œJefferiesâ€), and Leerink Partners LLC (â€œLeerink Partnersâ€) agreed to act as representatives of the several Underwriters (in such capacity, the â€œRepresentativesâ€) in connection with the offering and sale of the Offered Securities. To the extent there are no additional underwriters listed on Schedule A, the term â€œRepresentativesâ€ as used herein shall mean you, as Underwriters, and the term â€œUnderwritersâ€ shall mean either the singular or the plural, as the context requires. Â Â Â Â The ADSs, including (for the avoidance of doubt) any Warrant ADSs, will be evidenced by American Depositary Receipts (the â€œADRsâ€) to be issued pursuant to a deposit agreement, dated as of FebruaryÂ 2, 2023 (the â€œDeposit Agreementâ€), among the Company, JPMorgan Chase Bank, N.A., as depositary (the â€œDepositaryâ€), and the holders from time to time of the ADRs evidencing the ADSs issued thereunder. The Company shall, following subscription by the Underwriters of the Firm ADSs and, if applicable, the Optional ADSs, deposit, on behalf of the Underwriters, the Offered Shares represented by such ADSs with JP Morgan Chase Bank, N.A., Hong Kong Branch, as custodian (the â€œDepositary Custodianâ€) for the Depositary, which shall deliver such ADSs to the Representatives for the account of the several Representatives for subsequent delivery to the other several Underwriters or the investors, as the case may be. Â References in this Agreement to (1)Â the Company issuing and selling ADSs to the Underwriters and issuing Warrant ADSs upon the exercise of Pre-Funded Warrants, and similar or analogous expressions, shall be understood to include references to the Company allotting and issuing the new Ordinary Shares underlying such ADSs to the Depositary Custodian and procuring the issue of ADSs representing such Ordinary Shares by the Depositary or its nominee to the Underwriters and/or the holders of Pre-Funded Warrants (as applicable); and (2)Â the purchase of, acquisition of, or payment for, any ADSs, and similar or analogous expressions, shall be understood to refer to the subscription for the Ordinary Shares underlying those ADSs, as well as the deposit of the Ordinary Shares for ADSs representing such Ordinary Shares, and the payment of the subscription moneys in respect of such Ordinary Shares. Â The Company has prepared and filed with the Securities and Exchange Commission (the â€œCommissionâ€) a registration statement on FormÂ S-1 (File No.Â 333-[Â·]) with respect to the Offered Shares and the Warrant Shares underlying the Offered Securities, which contains a form of prospectus to be used in connection with the public offering and sale of the Offered Securities. Such registration statement, as amended, including the financial statements, exhibits and schedules thereto, in the form in which it became effective under the Securities Act of 1933, as amended, and the rulesÂ and regulations promulgated thereunder (collectively, the â€œSecurities Actâ€), including all documents incorporated or deemed to be incorporated by reference therein and any information deemed to be a part thereof at the time of effectiveness pursuant to RuleÂ 430A under the Securities Act, is called the â€œRegistration Statement.â€ Any registration statement filed by the Company pursuant to RuleÂ 462(b)Â under the Securities Act in connection with the offer and sale of the Offered Securities is called the â€œRuleÂ 462(b)Â Registration Statement,â€ and from and after the date and time of filing of any such RuleÂ 462(b)Â Registration Statement the term â€œRegistration Statementâ€ shall include the RuleÂ 462(b)Â Registration Statement. The Company has prepared and filed with the Commission a registration statement on FormÂ F-6 (File No.Â 333-269454) relating to the ADSs. Such registration statement, as amended, including the financial statements, exhibits and schedules thereto, in the form in which it became effective under the Securities Act is called the â€œF-6 Registration Statement.â€ The prospectus, in the form first used by the Underwriters to confirm sales of the Offered Securities or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to RuleÂ 173 under the Securities Act, is called the â€œProspectus.â€ The preliminary prospectus dated JuneÂ [Â·], 2024 describing the Offered Securities and the offering thereof is called the â€œPreliminary Prospectus,â€ and the Preliminary Prospectus and any other prospectus in preliminary form that describes the Offered Securities and the offering thereof and is used prior to the filing of the Prospectus is called a â€œpreliminary prospectus.â€ As used herein, â€œApplicable Timeâ€ is [Â·] p.m.Â (New York City time) on JuneÂ [Â·], 2024. Â 2Â Â Â As used herein, â€œfree writing prospectusâ€ has the meaning set forth in RuleÂ 405 under the Securities Act, and â€œTime of Sale Prospectusâ€ means the Preliminary Prospectus together with the free writing prospectuses, if any, identified in Schedule B hereto. As used herein, â€œRoad Showâ€ means a â€œroad showâ€ (as defined in RuleÂ 433 under the Securities Act) relating to the offering of the Offered Securities contemplated hereby that is a â€œwritten communicationâ€ (as defined in RuleÂ 405 under the Securities Act). As used herein, â€œSectionÂ 5(d)Â Written Communicationâ€ means each written communication (within the meaning of RuleÂ 405 under the Securities Act) that is made in reliance on SectionÂ 5(d)Â of the Securities Act by the Company or any person authorized to act on behalf of the Company to one or more potential investors that are qualified institutional buyers (â€œQIBsâ€) and/or institutions that are accredited investors (â€œIAIsâ€), as such terms are respectively defined in RuleÂ 144A and RuleÂ 501(a)Â under the Securities Act, to determine whether such investors might have an interest in the offering of the Offered Securities; â€œSectionÂ 5(d)Â Oral Communicationâ€ means each oral communication, if any, made in reliance on SectionÂ 5(d)Â of the Securities Act by the Company or any person authorized to act on behalf of the Company made to one or more QIBs and/or one or more IAIs to determine whether such investors might have an interest in the offering of the Offered Securities; â€œMarketing Materialsâ€ means any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Offered Securities, including any roadshow or investor presentations made to investors by the Company (whether in person or electronically); and â€œPermitted SectionÂ 5(d)Â Communicationâ€ means the SectionÂ 5(d)Â Written Communication(s)Â and Marketing Materials listed on Schedule C attached hereto. Â All references in this Agreement to the Registration Statement, the Preliminary Prospectus, any preliminary prospectus, and the Prospectus shall include the documents incorporated or deemed to be incorporated by reference therein. All references in this Agreement to financial statements and schedules and other information which are â€œcontained,â€ â€œincludedâ€ or â€œstatedâ€ in, or â€œpart ofâ€ the Registration Statement, the RuleÂ 462(b)Â Registration Statement, the Preliminary Prospectus, any preliminary prospectus, the Time of Sale Prospectus or the Prospectus, and all other references of like import, shall be deemed to mean and include all such financial statements and schedules and other information which is or is deemed to be incorporated by reference in the Registration Statement, the RuleÂ 462(b)Â Registration Statement, the Preliminary Prospectus, any preliminary prospectus, the Time of Sale Prospectus or the Prospectus, as the case may be. All references in this Agreement to amendments or supplements to the Registration Statement, the Preliminary Prospectus, any preliminary prospectus, the Time of Sale Prospectus or the Prospectus shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended, and the rulesÂ and regulations promulgated thereunder (collectively, the â€œExchange Actâ€) that is or is deemed to be incorporated by reference in the Registration Statement, the Preliminary Prospectus, any preliminary prospectus, or the Prospectus, as the case may be. All references in this Agreement to (i)Â the Registration Statement, the F-6 Registration Statement, any preliminary prospectus (including the Preliminary Prospectus), or the Prospectus, or any amendments or supplements to any of the foregoing, or any free writing prospectus, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System (â€œEDGARâ€) and (ii)Â the Prospectus shall be deemed to include any â€œelectronic Prospectusâ€ provided for use in connection with the offering of the Offered Securities as contemplated by SectionÂ 3(m)Â of this Agreement. Â 3Â Â Â The Company hereby confirms its agreements with the Underwriters as follows: Â SectionÂ 1.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Representations and Warranties of the Company. The Company hereby represents, warrants and covenants to each Underwriter, as of the date of this Agreement, as of the First Closing Date (as hereinafter defined) and as of each Option Closing Date (as hereinafter defined), if any, as follows: Â (a)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Compliance with Registration Requirements. The Registration Statement and the F-6 Registration Statement have each become effective under the Securities Act. The Company has complied, to the Commissionâ€™s satisfaction, with all requests of the Commission for additional or supplemental information, if any. No stop order suspending the effectiveness of the Registration Statement or the F-6 Registration Statement is in effect and no proceedings for such purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated or threatened by the Commission. The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus, at the time they were or hereafter are filed with the Commission, or became effective under the Exchange Act, as the case may be, complied and will comply in all material respects with the requirements of the Exchange Act. Â (b)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Disclosure. Each preliminary prospectus and the Prospectus when filed complied in all material respects with the Securities Act and, if filed by electronic transmission pursuant to EDGAR, was identical (except as may be permitted by RegulationÂ S-T under the Securities Act) to the copy thereof delivered to the Underwriters for use in connection with the offer and sale of the Offered Securities. Each of the Registration Statement and any post-effective amendment thereto and the F-6 Registration Statement and any post-effective amendment thereto, at the time it became or becomes effective, complied and will comply in all material respects with the Securities Act and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. As of the Applicable Time, the Time of Sale Prospectus did not, and at the First Closing Date and at each applicable Option Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Prospectus, as of its date, did not, and at the First Closing Date and at each applicable Option Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the three immediately preceding sentences do not apply to statements in or omissions from the Registration Statement or any post-effective amendment thereto, the F-6 Registration Statement or any post-effective amendment thereto, or the Prospectus or the Time of Sale Prospectus, or any amendments or supplements thereto, made in reliance upon and in conformity with written information relating to any Underwriter furnished to the Company in writing by the Representatives expressly for use therein, it being understood and agreed that the only such information consists of the information described in SectionÂ 9(b)Â below. There are no contracts or other documents required to be described in the Time of Sale Prospectus or the Prospectus or to be filed as an exhibit to the Registration Statement or the F-6 Registration Statement which have not been described or filed as required. Â 4Â Â Â (c)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Free Writing Prospectuses; Road Show. As of the determination date referenced in RuleÂ 164(h)Â under the Securities Act, the Company was not, is not or will not be (as applicable) an â€œineligible issuerâ€ in connection with the offering of the Offered Securities pursuant to RulesÂ 164, 405 and 433 under the Securities Act. Each free writing prospectus that the Company is required to file pursuant to RuleÂ 433(d)Â under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act. Each free writing prospectus that the Company has filed, or is required to file, pursuant to RuleÂ 433(d)Â under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of RuleÂ 433 under the Securities Act, including timely filing with the Commission, retention and legending, as applicable, and each such free writing prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, the Prospectus or any preliminary prospectus unless such information has been superseded or modified as of such time. Except for the free writing prospectuses, if any, identified in Schedule B, and electronic road shows, if any, furnished to the Underwriters before first use, the Company has not prepared, used or referred to, and will not, without the Representativesâ€™ prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), prepare, use or refer to, any free writing prospectus. Each Road Show, when considered together with the Time of Sale Prospectus, did not, as of the Applicable Time, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Â (d)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Distribution of Offering Material By the Company. Prior to the later of (i)Â the expiration or termination of the option granted to the several Underwriters in SectionÂ 2 and (ii)Â the completion of the Underwritersâ€™ distribution of the Offered Securities, the Company has not distributed and will not distribute any offering material in connection with the offering and sale of the Offered Securities other than the Registration Statement, the F-6 Registration Statement, the Time of Sale Prospectus, the Prospectus or any free writing prospectus reviewed and consented to by the Representatives, the free writing prospectuses, if any, identified on Schedule B hereto and any Permitted SectionÂ 5(d)Â Communications. Â (e)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Underwriting Agreement. This Agreement has been duly authorized, executed and delivered by the Company. Â (f)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Authorization of the Shares and the Offered Securities. Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Offered Shares have been duly authorized and, when allotted and issued, will be validly issued, fully paid and nonassessable and free of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase the Offered Shares. The Offered Shares may be freely deposited by the Company with the Depositary Custodian or its nominee against issuance of ADRs evidencing the Offered ADSs, as contemplated by the Deposit Agreement. Â (ii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Offered ADSs have been duly authorized for issuance and sale pursuant to this Agreement and, when allotted, issued and delivered by the Company against payment therefor pursuant to this Agreement, will be validly issued, fully paid and nonassessable, and the issuance and sale of the Offered ADSs is not subject to any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase the Offered ADSs. Upon the sale and delivery to the Underwriters of the Offered ADSs, and payment therefor, the Underwriters will acquire good, marketable and valid title to such Offered ADSs, free and clear of all pledges, liens, security interests, charges, claims or encumbrances. Â (iii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Pre-Funded Warrants have been duly authorized by the Company and, when executed and delivered by the Company, will be valid and binding agreements of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles. Â 5Â Â Â (iv)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Warrant ADSs and Warrant Shares have been duly authorized and validly reserved for issuance upon exercise of the Pre-Funded Warrants in a number sufficient to meet the current exercise requirements, and, when issued and delivered to the Depositary upon exercise of the Pre-Funded Warrants in accordance therewith, will be validly issued, fully paid and nonassessable. The issuance of the Warrant ADSs and Warrant Shares is not subject to any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase the Warrant ADSs or Warrant Shares. Â (g)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Applicable Registration or Other Similar Rights. There are no persons with registration or other similar rights to have any equity or debt securities registered for sale under the Registration Statement or the F-6 Registration Statement or included in the offering contemplated by this Agreement, except for such rights as have been duly waived. Â (h)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Material Adverse Change. Except as otherwise disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus, subsequent to the respective dates as of which information is given in the Registration Statement, the Time of Sale Prospectus and the Prospectus: (i)Â there has been no material adverse change, or any development involving a prospective material adverse change, in (A)Â the condition, financial or otherwise, or in the earnings, business, properties, operations, operating results, assets, liabilities or prospects, whether or not arising from transactions in the ordinary course of business, of the Company and its subsidiaries, considered as one entity or (B)Â the ability of the Company to consummate the transactions contemplated by this Agreement or perform its obligations hereunder (any such change being referred to herein as a â€œMaterial Adverse Changeâ€); (ii)Â the Company and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, including without limitation any losses or interference with their business from fire, explosion, flood, earthquakes, accident or other calamity, whether or not covered by insurance, or from any strike, labor dispute or court or governmental action, order or decree, that are material, individually or in the aggregate, to the Company and its subsidiaries, considered as one entity, and have not entered into any transactions not in the ordinary course of business; and (iii)Â there has not been any material decrease in the share capital or any material change in any short-term or long-term indebtedness of the Company or its subsidiaries and there has been no dividend or distribution of any kind declared, paid or made by the Company or, except for dividends paid to the Company or other subsidiaries, by any of the Companyâ€™s subsidiaries on any class of shares, or any repurchase or redemption by the Company or any of its subsidiaries of any class of shares. Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Deposit Agreement; ADRs. The Deposit Agreement has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the Depositary, constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting creditorsâ€™ rights generally or by general equitable principles. Upon due issuance by the Depositary of the ADRs evidencing (i)Â the Offered ADSs against the deposit of the Offered Shares and (ii)Â the Warrant ADSs against the deposit of Warrant Shares upon exercise of the Pre-Funded Warrants, in each case in respect thereof in accordance with the provisions of the Deposit Agreement, such ADRs will be duly and validly issued and the persons in whose names the ADRs are registered will be entitled to the rights specified therein and in the Deposit Agreement. The (x)Â issuance and sale of the Offered ADSs by the Company and the deposit of the Offered Shares with the Depositary in connection therewith and (y)Â the issuance of the Warrant ADSs upon exercise of the Pre-Funded Warrants and the deposit of the Warrant Shares with the Depositary in connection therewith, in each case together with the issuance of the ADRs evidencing such Ordinary Shares as contemplated by this Agreement and the Deposit Agreement will neither (i)Â cause any holder of any Ordinary Shares or ADSs, securities convertible into or exchangeable or exercisable for Ordinary Shares or ADSs or options, warrants or other rights to purchase Ordinary Shares or ADSs or any other securities of the Company to have any right to acquire any preferred shares of the Company nor (ii)Â trigger any anti-dilution rights of any such holder with respect to such Ordinary Shares, ADSs, securities, options, warrants or rights. The Deposit Agreement and the ADRs conform in all material respects to each description thereof in the Time of Sale Prospectus. Each holder of ADRs issued pursuant to the Deposit Agreement shall be entitled, subject to the Deposit Agreement, to seek enforcement of its rights through the Depositary or its nominee registered as a representative of the holders of the ADRs in a direct suit, action or proceeding against the Company. Â 6Â Â Â (j)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Independent Accountants. PricewaterhouseCoopers LLP, which has expressed its opinion with respect to the financial statements (which term as used in this Agreement includes the related notes thereto) filed with the Commission as a part of, or incorporated by reference into, the Registration Statement, the Time of Sale Prospectus and the Prospectus, and ErnstÂ & Young LLP are each (i)Â an independent registered public accounting firm as required by the Securities Act, the Exchange Act, and the rulesÂ of the Public Company Accounting Oversight Board (â€œPCAOBâ€), (ii)Â in compliance with the applicable requirements relating to the qualification of accountants under RuleÂ 2-01 of Regulation S-X under the Securities Act and (iii)Â a registered public accounting firm as defined by the PCAOB whose registration has not been suspended or revoked and who has not requested such registration to be withdrawn. Â (k)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Financial Statements. The financial statements, filed with the Commission as a part of or otherwise incorporated by reference into the Registration Statement, the Time of Sale Prospectus and the Prospectus, together with the related schedules and notes thereto, present fairly, in all material respects, the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations, changes in shareholdersâ€™ equity and cash flows for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles, as applied in the United States (â€œU.S. GAAPâ€), applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commissionâ€™s rulesÂ and guidelines applicable thereto. No other financial statements or supporting schedules are required to be included in the Registration Statement, the Time of Sale Prospectus or the Prospectus. The financial data set forth in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus under the captions â€œProspectus Summaryâ€”Summary Consolidated Financial Data,â€ and â€œCapitalizationâ€ fairly present, in all material respects, the information set forth therein on a basis consistent with that of the audited financial statements contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus. To the Companyâ€™s knowledge, no person who has been suspended or barred from being associated with a registered public accounting firm, or who has failed to comply with any sanction pursuant to RuleÂ 5300 promulgated by the PCAOB, has participated in or otherwise aided the preparation of, or audited, the financial statements, supporting schedules or other financial data filed with the Commission as a part of the Registration Statement, the Time of Sale Prospectus and the Prospectus. Â (l)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Companyâ€™s Accounting System. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, the Company and each of its subsidiaries make and keep accurate books and records and maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i)Â transactions are executed in accordance with managementâ€™s general or specific authorization; (ii)Â transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. GAAP and to maintain accountability for assets; (iii)Â access to assets is permitted only in accordance with managementâ€™s general or specific authorization; (iv)Â the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (v)Â the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rulesÂ and guidelines applicable thereto. Â 7Â Â Â (m)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Disclosure Controls and Procedures; Deficiencies in or Changes to Internal Control Over Financial Reporting. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, the Company has established and maintains disclosure controls and procedures (as defined in RulesÂ 13a-15 and 15d-15 under the Exchange Act), which (i)Â are designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Companyâ€™s principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared; (ii)Â have been evaluated by management of the Company for effectiveness as of the end of the Companyâ€™s most recent fiscal quarter; and (iii)Â are effective in all material respects to perform the functions for which they were established. Except as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, since the end of the Companyâ€™s most recent audited fiscal year, there have been no significant deficiencies or material weaknesses in the Companyâ€™s internal control over financial reporting (whether or not remediated) and no change in the Companyâ€™s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Companyâ€™s internal control over financial reporting. The Company is not aware of any change in its internal control over financial reporting that has occurred during its most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Companyâ€™s internal control over financial reporting. Â (n)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Incorporation and Good Standing of the Company. The Company has been duly incorporated and is validly existing as an exempted company in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus and to enter into and perform its obligations under this Agreement. The Company is duly qualified as a foreign corporation to transact business and is in good standing (where such concept exists) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing could not reasonably be expected to result in a Material Adverse Change. Â (o)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Subsidiaries. Each of the Companyâ€™s â€œsubsidiariesâ€ (for purposes of this Agreement, as defined in RuleÂ 405 under the Securities Act) has been duly incorporated or organized, as the case may be, and is validly existing as a corporation, partnership, limited liability company or other entity, as applicable, in good standing (where such concept exists) under the laws of the jurisdiction of its incorporation or organization and has the power and authority (corporate or other) to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus. Each of the Companyâ€™s subsidiaries is duly qualified as a foreign corporation, partnership or limited liability company, as applicable, to transact business and is in good standing (where such concept exists) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing could not reasonably be expected to result in a Material Adverse Change.Â All of the issued and outstanding share capital or other equity or ownership interests of each of the Companyâ€™s subsidiaries have been duly authorized and validly issued, duly paid in accordance with its respective articles of association or by laws, partnership agreement or operating agreement or similar organizational documents, as applicable, and are nonassessable and are owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or adverse claim. None of the outstanding share capital or equity interest in any subsidiary was issued in violation of preemptive or similar rights of any security holder of such subsidiary. The constitutive or organizational documents of each of the subsidiaries comply in all material respects with the requirements of applicable laws of its jurisdiction of incorporation or organization and are in full force and effect. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in ExhibitÂ 21.1 to the Registration Statement. Â 8Â Â Â (p)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Capitalization and Other Share Capital Matters. The authorized, issued and outstanding share capital of the Company is as set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus under the caption â€œCapitalizationâ€ (other than for subsequent issuances, if any, pursuant to employee benefit plans, or upon the exercise of outstanding options or warrants, or pursuant to the automatic conversions of preferred shares of the Company into Ordinary Shares as a result of the public offering contemplated hereby, in each case as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus). The share capital of the Company (including the Offered Shares, the Offered ADSs, the Warrant Shares and the Warrant ADSs) and the Pre-Funded Warrants conforms in all material respects to the description thereof contained in the Time of Sale Prospectus. All of the issued share capital of the Company has been duly authorized and validly issued, is fully paid and nonassessable and has been issued in compliance with all federal and state securities laws. None of the outstanding Ordinary Shares or ADSs were issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company. The form of certificates for the Ordinary Shares conform to the corporate law of the jurisdiction of the Companyâ€™s incorporation and to any requirements of the Companyâ€™s organizational documents. There are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any share capital of the Company or any of its subsidiaries other than those described in the Registration Statement, the Time of Sale Prospectus and the Prospectus. The descriptions of the Companyâ€™s equity incentive plans or arrangements, and the options or other rights granted thereunder, set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus in all material respects accurately and fairly present the information required to be shown with respect to such plans, arrangements, options and rights. The ADRs evidencing the Offered ADSs are in due and proper form. Â (q)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Stock Exchange Listing. The Offered ADSs are registered pursuant to SectionÂ 12(b)Â or 12(g)Â of the Exchange Act and are listed on The Nasdaq Global Market (the â€œNASDAQâ€), and the Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Offered ADSs under the Exchange Act or delisting the Offered ADSs from the NASDAQ, nor has the Company received any notification that the Commission or the NASDAQ is contemplating terminating such registration or listing. The Company is in compliance with all applicable listing requirements of NASDAQ. Â (r)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required. Neither the Company nor any of its subsidiaries is in violation of its articles of association or by-laws, partnership agreement or operating agreement or similar organizational documents, as applicable, or is in default (or, with the giving of notice or lapse of time, would be in default) (â€œDefaultâ€) under any indenture, loan, credit agreement, note, lease, license agreement, contract, franchise or other instrument (including, without limitation, any pledge agreement, security agreement, mortgage or other instrument or agreement evidencing, guaranteeing, securing or relating to indebtedness) to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of their respective properties or assets are subject (each, an â€œExisting Instrumentâ€), except for such Defaults as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change. The Companyâ€™s execution, delivery and performance of this Agreement, the Pre-Funded Warrants, the consummation of the transactions contemplated hereby, by the Deposit Agreement and by the Registration Statement, the F-6 Registration Statement, the Time of Sale Prospectus and the Prospectus and the issuance and sale of the Offered Securities (including the use of proceeds from the sale of the Offered Securities as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus under the caption â€œUse of Proceedsâ€) and Warrant ADSs and the Warrant Shares (i)Â have been duly authorized by all necessary corporate action and will not result in any violation of the provisions of the articles of association or by-laws, partnership agreement or operating agreement or similar organizational documents, as applicable, of the Company or any of its subsidiaries, (ii)Â will not conflict with or constitute a breach of, or Default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument, except for such Defaults or a Debt Repayment Triggering Event as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change, and (iii)Â will not result in any violation of any law, administrative regulation or administrative or court decree applicable to the Company or any of its subsidiaries, except for such violations as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the Companyâ€™s execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby, by the Deposit Agreement and by the Registration Statement, the F-6 Registration Statement, the Time of Sale Prospectus and the Prospectus, except such as have been obtained or made by the Company and are in full force and effect under the Securities Act and such as may be required under applicable state securities or blue sky laws or the Financial Industry Regulatory Authority,Â Inc. (â€œFINRAâ€). As used herein, a â€œDebt Repayment Triggering Eventâ€ means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holderâ€™s behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries. Â 9Â Â Â (s)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Compliance with Laws. The Company and its subsidiaries have been and are in compliance with all applicable laws, rulesÂ and regulations, except where failure to be so in compliance could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change. Â (t)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Material Actions or Proceedings. There is no action, suit, proceeding, inquiry or investigation brought by or before any legal or governmental entity now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries, which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change. No material labor dispute with the employees of the Company or any of its subsidiaries, or with the employees of any principal supplier, manufacturer, customer or contractor of the Company, exists or, to the knowledge of the Company, is threatened or imminent. Â 10Â Â Â (u)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Intellectual Property. Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Company and its subsidiaries own or possess valid and enforceable licenses for the inventions, patent applications, patents, trademarks, trade names, service names, copyrights, trade secrets and other intellectual property described in the Registration Statement, the Time of Sale Prospectus and the Prospectus as being owned or licensed by them or which are necessary or material for the conduct of their respective businesses as currently conducted or as currently proposed to be conducted (collectively, â€œIntellectual Propertyâ€), and except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, to the Companyâ€™s knowledge, the conduct of their respective businesses does not and will not infringe, misappropriate or otherwise conflict in any material respect with any such rights of others. The Intellectual Property has not been adjudged by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, and the Company is unaware of any facts which would form a reasonable basis for any such adjudication. Except as disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus and except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, to the Companyâ€™s knowledge: (i)Â there are no third parties who have rights to any Intellectual Property purported to be owned by the Company or its subsidiaries, except for customary reversionary rights of third-party licensors with respect to such Intellectual Property that are disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus as licensed to the Company or one or more of its subsidiaries; and (ii)Â there is no infringement, misappropriation, breach, default or other violation, or the occurrence of any event that, with notice, the passage of time or both, would result in any of the foregoing, by any third parties of any of the Intellectual Property. There is no pending or, to the Companyâ€™s knowledge, threatened action, suit, proceeding or claim by any third party: (A)Â challenging the Companyâ€™s rights in or to any Intellectual Property; (B)Â challenging the validity, enforceability or scope of any Intellectual Property; or (C)Â asserting that the Company or any of its subsidiaries infringes or otherwise violates, or would, upon the commercialization of any product or service described in the Registration Statement, the Time of Sale Prospectus or the Prospectus as under development, infringe or violate, any patent, trademark, trade name, service name, copyright, trade secret or other proprietary rights of any third party. Except as disclosed in the Registration Statement, the Time of Sale Prospectus or the Prospectus, each of the Company and its subsidiaries is the sole owner of the Intellectual Property owned by it and has the valid and enforceable right to use such Intellectual Property without the obligation to obtain consent to sublicense and without a duty of accounting to co-owner, as applicable. Except as disclosed in the Registration Statement, the Time of Sale Prospectus or the Prospectus, neither the Company nor any of its subsidiaries is obligated to pay a material royalty, grant a license or option, or provide other material consideration to any third party in connection with the Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, the Company and its subsidiaries have materially complied with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company or any subsidiary, and, to the Companyâ€™s knowledge, all such agreements are in full force and effect. The Company and its subsidiaries have taken all commercially reasonable steps to protect, maintain and safeguard the Intellectual Property, including the execution of appropriate nondisclosure, confidentiality agreements and invention assignment agreements and invention assignments with their employees. All employees, consultants, agents and contractors engaged in the development of Intellectual Property on behalf of the Company or any of its subsidiaries have executed appropriate invention assignment agreements whereby such employees, consultants, agents and contractors presently assign all of their right, title and interest in and to such Intellectual Property to the Company or the relevant subsidiary, as applicable, and to the Companyâ€™s knowledge, no such agreement has been breached or violated. To the Companyâ€™s knowledge, no employee of the Company is in or has been in violation of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement, or any restrictive covenant to or with a former employer where the basis of such violation relates to such employeeâ€™s employment with the Company. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, the Company and its subsidiaries have taken reasonable and customary actions to protect their rights in and prevent the unauthorized use and disclosure of material trade secrets and confidential business information (including confidential source code, ideas, research and development information, know-how, formulas, compositions, technical data, designs, drawings, specifications, research records, records of inventions, test information, financial, marketing and business data, customer and supplier lists and information, pricing and cost information, business and marketing plans and proposals) owned by the Company and its subsidiaries, and, to the knowledge of the Company, there has been no such unauthorized use or disclosure. None of the Company owned Intellectual Property or technology (including information technology and outsourced arrangements) employed by the Company or its subsidiaries has been obtained or is being used by the Company or its subsidiary in violation of any contractual obligation binding on the Company or its subsidiaries or any of their respective officers, directors or employees or otherwise in violation of the rights of any persons, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change. Â 11Â Â Â (ii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯For purposes of this Agreement â€œOwned Patentsâ€ means patents and patent applications owned or purported to be solely owned by, or exclusively licensed to, the Company or any of its subsidiaries. The product candidates described in the Registration Statement, the Time of Sale Prospectus and the Prospectus as under development by the Company or any subsidiary fall within the scope of the claims of one or more Owned Patents. All Owned Patents have been duly and properly filed and each issued patent is being diligently maintained and is valid and enforceable; neither the Company nor any of its subsidiaries is aware of any facts that would preclude the issuance of a valid and enforceable patent on any pending patent applications included as Owned Patents; to the knowledge of the Company, the Company, its subsidiaries and the parties prosecuting such applications have complied with their duty of candor and disclosure to the U.S. Patent and Trademark Office (the â€œUSPTOâ€), and all such requirements in the relevant foreign patent authority having similar requirements as the case may be, in connection with the Owned Patents; to the Companyâ€™s knowledge, there is no patent or patent application that contains claims that dominate or may dominate (as such term is described in 35 U.S.C. Â§135 and 37 C.F.R. 41.100 to 41.208) with the issued or pending claims of any of the Owned Patents. The Company and its subsidiaries are the sole and exclusive owner of all Owned Patents, and hold all right, title and interest in and to such Owned Patents free and clear of all liens, encumbrances, defects or other restrictions, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change; and the Company is not aware of any valid or bona fide basis for a finding that any of the Owned Patents is unpatentable, invalid or unenforceable; and the Owned Patents are patentable, valid and enforceable, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change. In connection with the Owned Patents, all relevant prior art references known to the Company or any of its subsidiaries (and, to the Companyâ€™s knowledge, its and their respective directors, officers employees and agents) were disclosed or will be disclosed to the USPTO to the extent required by and in accordance with 37 C.F.R. SectionÂ 1.56; all information submitted to the USPTO in such patent applications, and in connection with the prosecution of such applications, was accurate in all material respects; and neither the Company nor, to the Companyâ€™s knowledge, any other person made any material misrepresentations or concealed any material information from the USPTO in such applications, or in connection with the prosecution of such applications, in violation of 37 C.F.R. SectionÂ 1.56. Â (v)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯All Necessary Permits,Â etc. The Company and its subsidiaries possess such valid and current certificates, authorizations, exemptions, clearances, approvals, registrations or permits issued by state, federal or foreign governmental or regulatory agencies or bodies necessary to the conduct of their respective businesses as currently conducted and as described in the Registration Statement, the Time of Sale Prospectus or the Prospectus (â€œPermitsâ€), except where failure to so possess would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change. Neither the Company nor any of its subsidiaries is in violation of, or in default under, any of the Permits or has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such Permit, and to the Companyâ€™s knowledge, no event has occurred, which allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any other material impairment of the rights of the holder of any such Permit, except in each case, where such limitation, suspension, modification or revocation would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Change. Â (w)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Title to Properties. The Company and its subsidiaries have good and marketable title to all of the personal property and other assets reflected as owned in the financial statements referred to in SectionÂ 1(k)Â above (or elsewhere in the Registration Statement, the Time of Sale Prospectus or the Prospectus), in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, adverse claims and other defects. The real property, improvements, equipment and personal property held under lease by the Company or any of its subsidiaries are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by the Company or such subsidiary. The Company and its subsidiaries do not own any real property. Â 12Â Â Â (x)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Tax Law Compliance. The Company and its subsidiaries have filed all federal, state and foreign income and franchise tax returns or have properly requested extensions thereof and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them except as may be being contested in good faith and by appropriate proceedings to the extent that failure to file or pay would not reasonably be expected to result in a Material Adverse Change. The Company has made adequate charges, accruals and reserves in the applicable financial statements referred to in SectionÂ 1(k)Â above in respect of all U.S. federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the Company or any of its subsidiaries has not been finally determined, except to the extent that failure to do so would not reasonably be expected to result in a Material Adverse Change. No stamp duty, stamp duty reserve, registration, transfer or other similar taxes or duties (â€œTransfer Taxesâ€) are payable in the Cayman Islands, the Peopleâ€™s Republic of China (the â€œPRCâ€; for the avoidance of doubt, the PRC does not include the Hong Kong Special Administrative Region (â€œHong Kongâ€), the Macau Special Administrative Region and Taiwan) or Hong Kong by or on behalf of the Underwriters in connection with (i)Â the creation and issuance of the Pre-Funded Warrants, the Offered Shares and, upon exercise of the Pre-Funded Warrants, the Warrant Shares, in each case by the Company in the manner contemplated by this Agreement and the Deposit Agreement; (ii)Â the delivery of the Offered Shares and, upon the exercise of the Pre-Funded Warrants, the Warrant Shares, by the Company to the Depositary Custodian in the manner contemplated by the Deposit Agreement, (iii)Â the issuance of the Offered ADSs (or the ADRs evidencing the Offered ADSs), and, upon the exercise of the Pre-Funded Warrants, the Warrant ADSs (or the ADRs evidencing the Warrant ADSs), in each case by the Depositary, and the delivery of the Offered ADSs (or the ADRs evidencing the Offered ADSs) to or for the account of the Underwriters, in each case in the manner contemplated by this Agreement and the Deposit Agreement; (iv)Â the initial sale and delivery by the Underwriters of the Offered ADSs (or the ADRs evidencing the Offered ADSs) and the Pre-Funded Warrants to purchasers thereof in the manner contemplated by this Agreement; or (v)Â the execution and delivery of this Agreement or the Deposit Agreement. Â (y)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Insurance. Each of the Company and its subsidiaries are insured by recognized, financially sound and reputable institutions with policies in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for their businesses including, but not limited to, policies covering real and personal property owned or leased by the Company and its subsidiaries against theft, damage, destruction and acts of vandalism and policies covering the Company and its subsidiaries for product liability claims and clinical trial liability claims. The Company has no reason to believe that it or any of its subsidiaries will not be able (i)Â to renew its existing insurance coverage as and when such policies expire or (ii)Â to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change. Neither the Company nor any of its subsidiaries has been denied any insurance coverage which it has sought or for which it has applied. Â (z)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Compliance with Environmental Laws. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change: (i)Â neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or ruleÂ of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, â€œHazardous Materialsâ€) or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, â€œEnvironmental Lawsâ€); (ii)Â the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements; (iii)Â there are no pending or, to the Companyâ€™s knowledge, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries; and (iv)Â there are no events or circumstances that might reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of its subsidiaries relating to Hazardous Materials or any Environmental Laws. Â 13Â Â Â (aa)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Periodic Review of Costs of Environmental Compliance. In the ordinary course of its business, the Company conducts a periodic review of the effect of Environmental Laws on the business, operations and properties of the Company and its subsidiaries, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). No facts or circumstances have come to the Companyâ€™s attention that could result in costs or liabilities that could be expected, individually or in the aggregate, to result in a Material Adverse Change. Â (bb)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯ERISA Compliance. The Company and its subsidiaries and any â€œemployee benefit planâ€ (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, â€œERISAâ€)) established or maintained by the Company, its subsidiaries or their â€œERISA Affiliatesâ€ (as defined below) are in compliance in all material respects with ERISA. â€œERISA Affiliateâ€ means, with respect to the Company or any of its subsidiaries, any member of any group of organizations described in SectionsÂ 414(b), (c), (m)Â or (o)Â of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the â€œCodeâ€) of which the Company or such subsidiary thereof is a member. No â€œreportable eventâ€ (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any â€œemployee benefit planâ€ established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates, that would reasonably be expected to result in material liability to the Company or its subsidiaries. No â€œemployee benefit planâ€ established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates, if such â€œemployee benefit planâ€ were terminated, would have any â€œamount of unfunded benefit liabilitiesâ€ (as defined under ERISA) that would reasonably be expected to result in material liability to the Company and its subsidiaries. Neither the Company, its subsidiaries nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (i)Â TitleÂ IV of ERISA with respect to termination of, or withdrawal from, any â€œemployee benefit planâ€ or (ii)Â SectionsÂ 412, 4971, 4975 or 4980B of the Code. Each employee benefit plan established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates that is intended to be qualified under SectionÂ 401(a)Â of the Code is so qualified and, to the Companyâ€™s knowledge, nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification. Â (cc)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Company Not an â€œInvestment Company.â€ The

Company is not, and will not be, either after receipt of payment for the Offered Securities or after the application of the proceeds therefrom as described under â€œUse of Proceedsâ€ in the Registration Statement, the Time of Sale Prospectus or the Prospectus, required to register as an â€œinvestment companyâ€ under the Investment Company Act of 1940, as amended (the â€œInvestment Company Actâ€). Â 14Â Â Â (dd)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Price Stabilization or Manipulation; Compliance with Regulation M. Neither the Company nor any of its subsidiaries has taken, directly or indirectly, without giving effect to activities by the Underwriters, any action designed to or that would reasonably be expected to cause or result in stabilization or manipulation of the price of the ADSs or of any â€œreference securityâ€ (as defined in RuleÂ 100 of Regulation M under the Exchange Act (â€œRegulation Mâ€)) with respect to the ADSs, whether to facilitate the sale or resale of the Offered Securities or otherwise, and has taken no action which would directly or indirectly violate Regulation M. Â (ee)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Related-Party Transactions. There are no business relationships or related-party transactions involving the Company or any of its subsidiaries or any other person required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus that have not been described as required. Â (ff)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯FINRA Matters. All of the information provided to the Underwriters or to counsel for the Underwriters by the Company, its counsel, its officers and directors and, to the Companyâ€™s knowledge, the holders of any securities (debt or equity) or options to acquire any securities of the Company in connection with the offering of the Offered Securities is true, complete and correct in all material respects and compliant with FINRAâ€™s rules, and any letters, filings or other supplemental information provided to FINRA pursuant to FINRA RulesÂ is true, complete and correct in all material respects. Â (gg)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Parties to Lock-up Agreements. The Company has furnished to the Underwriters a letter agreement in the form attached hereto as ExhibitÂ A (the â€œLock-up Agreementâ€) from each of the persons listed on ExhibitÂ B. Such ExhibitÂ B lists under an appropriate caption the directors and officers of the Company. If any additional persons shall become directors or executive officers of the Company prior to the end of the Lock-up Period (as defined below), the Company shall cause each such person, prior to or contemporaneously with their appointment or election as a director or officer of the Company, to execute and deliver to the Representatives a Lock-up Agreement. Â (hh)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Statistical and Market-Related Data. All statistical, demographic and market-related data included in the Registration Statement, the Time of Sale Prospectus or the Prospectus are based on or derived from sources that the Company believes, after reasonable inquiry, to be reliable and accurate in all material respects. To the extent required, the Company has obtained the written consent to the use of such data from such sources. Â (ii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Sarbanes-Oxley Act. There is, and has been, no failure on the part of the Company or any of the Companyâ€™s directors or officers, in their capacities as such, to comply with any applicable provision of the Sarbanes-Oxley Act of 2002, as amended and the rulesÂ and regulations promulgated in connection therewith, including SectionÂ 402 related to loans and Sections 302 and 906 related to certifications. Â (jj)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Unlawful Contributions or Other Payments. Neither the Company nor any of its subsidiaries nor, to the Companyâ€™s knowledge, any employee or agent of the Company or any of its subsidiaries, has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law or of the character required to be disclosed in the Registration Statement, the Time of Sale Prospectus or the Prospectus. Â 15Â Â Â (kk)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Anti-Corruption and Anti-Bribery Laws. Neither the Company nor any of its subsidiaries nor any director, officer, or employee of the Company or any of its subsidiaries, nor to the knowledge of the Company, any agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries has, in the course of its actions for, or on behalf of, the Company or any of its subsidiaries (i)Â used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii)Â made or taken any act in furtherance of an offer, promise, or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or public international organization, or any political party, party official, or candidate for political office; (iii)Â violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the â€œFCPAâ€), the UK Bribery Act 2010, or any other applicable anti-bribery or anti-corruption law; or (iv)Â made, offered, authorized, requested, or taken an act in furtherance of any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment or benefit. The Company and its subsidiaries and, to the knowledge of the Company, the Companyâ€™s affiliates have conducted their respective businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. Neither the Company nor any of its subsidiaries will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any applicable anti-corruption laws. Â (ll)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Money Laundering Laws. The operations of the Company and its subsidiaries are, and have been conducted at all times, in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the money laundering statutes of all applicable jurisdictions, the rulesÂ and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the â€œMoney Laundering Lawsâ€) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened. Â (mm)â€¯â€¯â€¯â€¯â€¯Sanctions. Neither the Company nor any of its subsidiaries, directors, officers, or employees, nor, to the knowledge of the Company, any agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries is, or is owned or controlled by one or more persons that are, currently the subject or the target of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (â€œOFACâ€) or the U.S. Department of State, the United Nations Security Council, the European Union, His Majestyâ€™s Treasury of the United Kingdom, or other relevant sanctions authority (collectively, â€œSanctionsâ€); nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of comprehensive Sanctions (currently, the Crimea, so-called Donetsk Peopleâ€™s Republic and so-called Luhansk Peopleâ€™s Republic regions of Ukraine, Cuba,Â Iran, North Korea, and Syria) (collectively, the â€œSanctioned Countriesâ€); and the Company will not directly or indirectly use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, or any joint venture partner or other person or entity, for the purpose of financing or facilitating the activities of or business with any person, that at the time of such financing or facilitation, is the subject or the target of Sanctions in violation of Sanctions, or in or involving any Sanctions Country or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as underwriter, advisor, investor or otherwise) of applicable Sanctions. Since inception, the Company and its subsidiaries have not engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions in violation of Sanctions or with any Sanctioned Country. Â (nn)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Brokers. Except pursuant to this Agreement, there is no broker, finder or other party that is entitled to receive from the Company any brokerage or finderâ€™s fee or other fee or commission as a result of any transactions contemplated by this Agreement. Â 16Â Â Â (oo)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Forward-Looking Statements. Each financial or operational projection or other â€œforward-looking statementâ€ (as defined by SectionÂ 27A of the Securities Act or SectionÂ 21E of the Exchange Act) contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus (i)Â was so included by the Company in good faith and with reasonable basis after due consideration by the Company of the underlying assumptions, estimates and other applicable facts and circumstances and (ii)Â is accompanied by meaningful cautionary statements identifying those factors that could cause actual results to differ materially from those in such forward-looking statement. No such statement was made with the knowledge of an executive officer or director of the Company that it was false or misleading. Â (pp)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Outstanding Loans or Other Extensions of Credit. The Company does not have any outstanding extension of credit, in the form of a personal loan, to or for any director or executive officer (or equivalent thereof) of the Company except for such extensions of credit as are expressly permitted by SectionÂ 13(k)Â of the Exchange Act. Â (qq)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Cybersecurity. The Company and its subsidiariesâ€™ information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases over which it has control (collectively, â€œIT Systemsâ€) are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, and, to the knowledge of the Company free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls, policies, procedures, and safeguards designed to maintain and protect their confidential information and the integrity, operation, redundancy and security of all IT Systems and data used in connection with their businesses, including all personal and personally identifiable data (collectively, â€œPersonal Dataâ€). The Company and its subsidiaries have implemented reasonable backup and disaster recovery technology. There have been no breaches, violations, outages or unauthorized uses of or accesses to the IT Systems or Personal Data, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. Neither the Company nor its subsidiaries have been notified of, and each of them has no knowledge of, any event or condition that could result in, any breach, violation, outage or unauthorized use of or access to same. Â (rr)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Compliance with Data Privacy Requirements. The Company and its subsidiaries are, and has been for the preceding three years, in material compliance with all applicable state and federal laws or statutes and all judgments, orders, rulesÂ and regulations of any court or arbitrator or governmental or regulatory authority, external policies, and contractual obligations relating to the privacy and security of IT Systems and Personal Data, including the collection, storage, transfer (including, without limitation, any transfer across national borders), processing and/or use of Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification (collectively, the â€œPrivacy Requirementsâ€). To ensure compliance with the Privacy Requirements, the Company and its subsidiaries have in place, materially complies with, and take appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, and handling of Personal Data (the â€œPoliciesâ€). The Company and its subsidiaries have at all times in the preceding three years made all disclosures to users or customers required by applicable laws and regulatory rulesÂ or requirements, and none of such disclosures made or contained in any Policy have, to the knowledge of the Company, been inaccurate or in violation of any applicable laws and regulatory rulesÂ or requirements in any material respect. The Company further certifies that neither it nor any subsidiary: (i)Â has received written notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Requirements, or has knowledge of any event or condition that would reasonably be expected to result in any such notice;

(ii)Â is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Privacy Requirement; or (iii)Â is a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Requirement. The execution, delivery and performance of this Agreement or any other agreement referred to in this Agreement will not result in a breach of any Privacy Requirements. Â 17Â Â Â (ss)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Rights of Immunity. Except as provided by laws or statutes generally applicable to transactions of the type described in this Agreement, neither the Company nor any of its respective properties, assets or revenues has any right of immunity under Cayman Islands law, the PRC law, New York law or United States law, from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any Cayman Islands, PRC, New York state or United States federal court, from service of process, attachment upon or prior judgment, or attachment in aid of execution of judgment, or from execution of a judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of a judgment, in any such court, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Agreement or the Deposit Agreement. To the extent that the Company or any of its respective properties, assets or revenues may have or may hereafter become entitled to any such right of immunity in any such court in which proceedings may at any time be commenced, the Company waives or will waive such right to the extent permitted by law and has consented to such relief and enforcement as provided in â€ŽSectionÂ 19 of this Agreement. Â (tt)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Enforceability of Judgments. Any final and conclusive judgment for a fixed or readily calculable sum of money rendered by a New York state or federal court having jurisdiction under its own domestic laws and recognized by the Cayman Islands courts as having jurisdiction (according to Cayman Islands conflicts of laws principles and rulesÂ of Cayman Islands private international law at the time when proceedings were initiated) to give such final judgment in respect of any suit, action or proceeding against the Company based upon this Agreement or the Deposit Agreement and any instruments or agreements entered into for the consummation of the transactions contemplated herein and therein would be declared enforceable against the Company, without re-examination or review of the merits of the cause of action in respect of which the original judgment was given or re-litigation of the matters adjudicated upon, by the courts of the Cayman Islands, provided that the judgment is not in respect of taxes, a fine or a penalty, and that it was not obtained in a manner and is not of a kind the enforcement of which is contrary to the public policy of the Cayman Islands. Â (uu)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Emerging Growth Company Status. From the time of initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged in any SectionÂ 5(d)Â Written Communication or any SectionÂ 5(d)Â Oral Communication) through the date hereof, the Company has been and is an â€œemerging growth company,â€ as defined in SectionÂ 2(a)Â of the Securities Act (an â€œEmerging Growth Companyâ€). Â (vv)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Communications. The Company (i)Â has not alone engaged in communications with potential investors in reliance on SectionÂ 5(d)Â of the Securities Act other than Permitted SectionÂ 5(d)Â Communications or SectionÂ 5(d)Â Oral Communications, in each case, with the consent of the Representatives with entities that are QIBs or IAIs and (ii)Â has not authorized anyone other than the Representatives to engage in such communications; the Company reconfirms that the Representatives have been authorized to act on its behalf in undertaking Marketing Materials, SectionÂ 5(d)Â Oral Communications and SectionÂ 5(d)Â Written Communications; as of the Applicable Time, each Permitted SectionÂ 5(d)Â Communication, when considered together with the Time of Sale Prospectus, did not, as of the Applicable Time, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Permitted SectionÂ 5(d)Â Communication, if any, does not, as of the date hereof, conflict with the information contained in the Registration Statement, the Preliminary Prospectus and the Prospectus; and the Company has filed publicly on EDGAR at least 15 calendar days prior to any â€œroad showâ€ (as defined in RuleÂ 433 under the Securities Act), any confidentially submitted registration statement and registration statement amendments relating to the offer and sale of the Offered Securities. Â 18Â Â Â (ww)â€¯â€¯â€¯â€¯â€¯â€¯â€¯Clinical and Preclinical Studies. The clinical and preclinical studies, tests and trials conducted by or on behalf of or sponsored by the Company or any of its subsidiaries, or in which the Company or its subsidiaries have participated with respect to the Companyâ€™s product candidates, including, without limitation, any such studies, tests or trials that are described in, or the results of which are referred to in, the Registration Statement, the Time of Sale Prospectus or the Prospectus were and, if still pending, are being conducted in all material respects in accordance with all applicable laws, rules, and regulations to which they are subject, including without limitation all applicable Health Care Laws; each description of the results of such studies, tests or trials is accurate in all material respects, and the Company and its subsidiaries have no knowledge of any other studies, tests or trials, the results of which are inconsistent with, or otherwise call into question, the results described or referred to in the Registration Statement, the Time of Sale Prospectuses or the Prospectus; the Company and its subsidiaries have made all such filings and obtained all such allowances or approvals as may be required by the Food and Drug Administration of the U.S. Department of Health and Human Services (â€œFDAâ€) or any committee thereof or from any other U.S. or foreign government regulatory agency, or health care facility Institutional Review Board (collectively, the â€œRegulatory Agenciesâ€) for the conduct of such studies, tests or trials; neither the Company nor any of its subsidiaries has received any written notice of, or correspondence from, any Regulatory Agency requiring the termination, suspension or modification of any studies, tests or trials, other than ordinary course written communications with respect to modifications in connection with the design and implementation of such tests or trials, and, to the Companyâ€™s knowledge, there are no reasonable grounds for the same. Â (xx)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Compliance with Health Care Laws. The Company and its subsidiaries are, and at all times have been, in compliance in all material respects with all applicable Health Care Laws. For purposes of this Agreement, â€œHealth Care Lawsâ€ means: (i)Â the Federal Food, Drug, and Cosmetic Act (21 U.S.C. SectionÂ 301 et seq.) and the regulations promulgated thereunder; (ii)Â all applicable federal, state, local and foreign health care fraud and abuse laws, including, without limitation, the Anti-Kickback Statute (42 U.S.C. SectionÂ 1320a-7b(b)), the Civil False Claims Act (31 U.S.C. SectionÂ 3729 et seq.), the criminal false statements law (42 U.S.C. SectionÂ 1320a-7b(a)), 18 U.S.C. Sections 286, 287, 1349 and the health care fraud criminal provisions under the U.S. Health Insurance Portability and Accountability Act of 1996 (â€œHIPAAâ€) (42 U.S.C. SectionÂ 1320d et seq.), the civil monetary penalties law (42 U.S.C. SectionÂ 1320a-7a), the exclusion law (42 U.S.C. SectionÂ 1320a-7), the Physician Payments Sunshine Act (42 U.S.C. SectionÂ 1320-7h), and applicable laws governing government funded or sponsored healthcare programs; (iii)Â HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. SectionÂ 17921 et seq.); (iv)Â the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010; (v)Â licensure, quality, safety and accreditation requirements under applicable federal, state, local or foreign laws or regulatory bodies; and (vi)Â all other local, state, federal, national, supranational and foreign laws, relating to the regulation of the Company or its subsidiaries, and (vii)Â the directives and regulations promulgated pursuant to such statutes and any state or non-U.S. counterpart thereof. Neither the Company nor any subsidiary has received any FDA Form-483, written notice of adverse finding, warning letter, untitled letter or other correspondence or written notice from any court or arbitrator or governmental or regulatory authority alleging or asserting material non-compliance with any applicable Health Care Laws or Licenses required by any such Health Care Laws. Neither the Company nor any of its subsidiaries has received written notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any court or arbitrator or governmental or regulatory authority or third party alleging that any product operation or activity is in violation of any Health Care Laws nor, to the Companyâ€™s knowledge, is any such claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action threatened. The Company and its subsidiaries have filed, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Health Care Laws, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and accurate on the date filed in all material respects (or were corrected or supplemented by a subsequent submission). Neither the Company nor any of its subsidiaries is a party to any corporate integrity agreements, deferred or non-prosecution agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with or imposed by any governmental or regulatory authority. Additionally, neither the Company, any of its subsidiaries nor any of their respective employees, officers, directors, or agents has been excluded, suspended or debarred from participation in any U.S. federal health care program or human clinical research or, to the knowledge of the Company, is subject to a governmental inquiry, investigation, proceeding, or other similar action that could reasonably be expected to result in debarment, suspension, or exclusion. Â 19Â Â Â (yy)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Rights to Purchase Preferred Shares. Neither the issuance and sale of the Offered Securities as contemplated hereby nor the issuance of the Warrant ADSs or Warrant Shares upon the exercise of the Pre-Funded Warrants will cause any holder of any ADSs or Ordinary Shares, securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares or options, warrants or other rights to purchase ADSs or Ordinary Shares or any other securities of the Company to have any right to acquire any preferred shares of the Company. Â (zz)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Contract Terminations. Neither the Company nor any of its subsidiaries has sent or received any communication regarding termination of, or intent not to renew, any of the contracts or agreements referred to or described in any preliminary prospectus, the Prospectus or any free writing prospectus, or referred to or described in, or filed as an exhibit to, the Registration Statement, the F-6 Registration Statement, or any document incorporated by reference therein, and no such termination or non-renewal has been threatened by the Company or any of its subsidiaries or, to the Companyâ€™s knowledge, any other party to any such contract or agreement, which threat of termination or non-renewal has not been rescinded as of the date hereof. Â (aaa)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Dividend Restrictions. No subsidiary of the Company is prohibited or restricted, directly or indirectly, from paying dividends to the Company, or from making any other distribution with respect to such subsidiaryâ€™s equity securities or from repaying to the Company or any other subsidiary of the Company any amounts that may from time to time become due under any loans or advances to such subsidiary from the Company or from transferring any property or assets to the Company or to any other subsidiary. Â (bbb)â€¯â€¯â€¯â€¯â€¯â€¯â€¯Payments in Foreign Currency. Except as disclosed in the Registration Statement, Time of Sale Prospectus and the Prospectus, under current laws and regulations of the Cayman Islands, the PRC, Hong Kong and any political subdivision thereof, all dividends and other distributions declared and payable on the Offered ADSs and the Warrant ADSs may be paid by the Company to the holder thereof in United States dollars that may be converted into foreign currency and may be freely transferred out of the Cayman Islands, the PRC and Hong Kong and all such payments made to holders thereof or therein who are non-residents of the Cayman Islands, the PRC or Hong Kong will not be subject to income, withholding or other taxes under laws and regulations of the Cayman Islands, the PRC or Hong Kong or any political subdivision or taxing authority thereof or therein without the necessity of obtaining any governmental authorization in the Cayman Islands, the PRC and Hong Kong or any political subdivision or taxing authority thereof or therein. Â 20Â Â Â (ccc)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯M&A Rules. The Company is aware of and has been advised as to, the content of the RulesÂ on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors jointly promulgated by the Ministry of Commerce, the

State-owned Assets Supervision and Administration Commission of the State Council, the State Taxation Administration, the State Administration for Industry and Commerce, the China Securities Regulatory Commission (â€œCSRCâ€) and the State Administration of Foreign Exchange of the PRC on AugustÂ 8, 2006, as amended by the Ministry of Commerce of the PRC on JuneÂ 22, 2009 (together with any official clarification, guidance, interpretation or implementation rulesÂ related thereto, the â€œM&A Rulesâ€), in particular the relevant provisions thereof which purport to require offshore special purpose vehicles, or SPVs, controlled directly or indirectly by PRC companies or individuals and formed for listing purposes through acquisitions of PRC domestic companies or assets in exchange for the shares of the SPVs, to obtain the approval of the CSRC prior to the listing and trading of their securities on an overseas stock exchange. The issuance and sale of the ADSs and the Ordinary Shares represented thereby, the listing and trading of the ADSs on the NASDAQ and the consummation of the transactions contemplated by this Agreement and the Deposit Agreement are not, and will not be as of the date hereof or at the First Closing Date or any Option Closing Date, as the case may be, adversely affected by the M&A Rules. Â (ddd)â€¯â€¯â€¯â€¯â€¯â€¯Compliance with PRC Regulations on PRC Overseas Investment and Listing. Each of the Company and its subsidiaries that was incorporated outside of the PRC has complied with, and has taken all reasonable steps to comply with and to ensure compliance by each of its shareholders, option holders, directors, officers and employees that is, or is directly or indirectly owned or controlled by, a PRC resident or citizen with any applicable rulesÂ and regulations of the relevant PRC government agencies (including but not limited to the Ministry of Commerce, the National Development and Reform Commission and the State Administration of Foreign Exchange) relating to overseas investment by PRC residents and citizens (the â€œPRC Overseas Investment and Listing Regulationsâ€), including, without limitation, requesting each shareholder, option holder, director, officer and employee that is, or is directly or indirectly owned or controlled by, a PRC resident or citizen to complete any registration and other procedures required under applicable PRC Overseas Investment and Listing Regulations. Â (eee)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Legality. Each of this Agreement and the Deposit Agreement is in proper form under the laws of the Cayman Islands for the enforcement thereof against the Company; and to ensure the legality, validity, enforceability or admissibility into evidence in Cayman Islands of this Agreement and the Deposit Agreement, it is not necessary that this Agreement or the Deposit Agreement be filed or recorded with any court or other authority in the Cayman Islands or that any stamp or similar tax in the Cayman Islands be paid on or in respect of this Agreement, the Deposit Agreement or any other documents to be furnished hereunder, except for nominal stamp duty if the documents are executed in or brought into the Cayman Islands. Â (fff)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Valid Choice of Law. The choice of law of the State of New York as the governing law of this Agreement is a valid choice of law under the laws of the Cayman Islands, the PRC and Hong Kong and will be recognized and given effect to in any action brought before a court of competent jurisdiction in the Cayman Islands, the PRC and Hong Kong, subject to the principles and conditions described under the section titled â€œEnforcement of Civil Liabilitiesâ€ in the Registration Statement, the Time of Sale Prospectus and the Prospectus. The Company has the power to submit, and pursuant to â€ŽSectionÂ 19 has, to the extent permitted by law, legally, validly, effectively and irrevocably submitted, to the jurisdiction of the Specified Courts (as hereinafter defined), and has the power to designate, appoint and empower, and pursuant to â€ŽSectionÂ 19, has legally, validly and effectively designated, appointed and empowered an agent for service of process in any suit or proceeding based on or arising under this Agreement in any of the Specified Courts. Â (ggg)â€¯â€¯â€¯â€¯â€¯â€¯â€¯Personal Liability of Shareholders and ADS Holders. No holder of (i)Â any of the Offered Shares, Offered ADSs or Pre-Funded Warrants after the consummation of the transactions contemplated by this Agreement or the Deposit Agreement or (ii)Â any of the Warrant Shares or Warrant ADSs upon the exercise of the Pre-Funded Warrants, is or will be subject to any personal liability in respect of any liability of the Company or its subsidiaries by virtue only of its holding of any such Offered Shares, Offered ADSs, Pre-Funded Warrants, Warrant Shares or Warrant ADSs (as the case may be); and, except as set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus, there are no material limitations on the rights of holders of the Offered Shares, Offered ADSs, Pre-Funded Warrants, Warrant Shares or Warrant ADSs who are not PRC residents to hold, vote or transfer their securities. Â 21Â Â Â (hhh)â€¯â€¯â€¯â€¯â€¯â€¯â€¯Indemnification and Contribution. The indemnification and contribution provisions set forth in SectionÂ 9 and â€ŽSectionÂ 10 hereof do not contravene Cayman Islands law or PRC law or public policy. Â (iii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Market Data. Any Company-derived statistical and market-related data included in the Time of Sale Prospectus and Prospectus have been derived from the records of the Company using systems and procedures which incorporate adequate safeguards to ensure that such data are complete, true and accurate in all material respects and are not misleading; any third-party statistical and market-related data included in the Time of Sale Prospectus and Prospectus are based on or derived from sources that the Company reasonably believes to be reliable and accurate, and the Company has obtained the written consent for the use of such data from such sources to the extent required. Â Any certificate signed by any officer of the Company or any of its subsidiaries and delivered to any Underwriter or to counsel for the Underwriters in connection with the offering, or the purchase and sale, of the Offered Securities shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby. Â The Company has a reasonable basis for making each of the representations set forth in this SectionÂ 1. The Company acknowledges that the Underwriters and, for purposes of the opinions to be delivered pursuant to SectionÂ 6 hereof, counsel to the Company and counsel to the Underwriters, will rely upon the accuracy and truthfulness of the foregoing representations and hereby consents to such reliance. Â SectionÂ 2.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Purchase, Sale and Delivery of the Offered ADSs. Â (a)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Firm Securities. Upon the terms herein set forth, the Company agrees to issue and sell to the several Underwriters an aggregate of [Â·] Firm ADSs and an aggregate of [Â·] Pre-Funded Warrants. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Underwriters agree, severally and not jointly, to purchase from the Company the respective number of Firm ADSs and Pre-Funded Warrants set forth opposite their names on Schedule A. The purchase price per Firm ADS to be paid by the several Underwriters to the Company shall be $[Â·] per ADS and the purchase price per Pre-Funded Warrant to be paid by the several Underwriters to the Company shall be $[Â·]. Â (b)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The First Closing Date. Delivery of certificates for the Firm ADSs and the Pre-Funded Warrants to be purchased by the Underwriters and payment therefor shall be made at the offices of Cooley LLP, 10265 Science Center Drive, San Diego, California 92121 (or such other place as may be agreed to by the Company and the Representatives) at 9:00 a.m.Â New York City time, on JuneÂ [Â·], 2024, or such other time and date not later than 1:30Â p.m.Â New York City time, on JuneÂ [Â·], 2024 as the Representatives shall designate by notice to the Company (the time and date of such closing are called the â€œFirst Closing Dateâ€). The Company hereby acknowledges that circumstances under which the Representatives may provide notice to postpone the First Closing Date as originally scheduled include, but are not limited to, any determination by the Company or the Representatives to recirculate to the public copies of an amended or supplemented Prospectus or a delay as contemplated by the provisions of SectionÂ 11. Â 22Â Â Â (c)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Optional ADSs; Option Closing Date. In addition, on the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Company hereby grants an option to the several Underwriters to purchase, severally and not jointly, up to an aggregate of [Â·] Optional ADSs from the Company at the purchase price per ADS to be paid by the Underwriters for the Firm ADSs. The option granted hereunder may be exercised at any time and from time to time in whole or in part upon notice by the Representatives to the Company, which notice may be given at any time within 30Â days from the date of this Agreement. Such notice shall set forth (i)Â the aggregate number of Optional ADSs as to which the Underwriters are exercising the option and (ii)Â the time, date and place at which certificates for the Optional ADSs will be delivered (which time and date may be simultaneous with, but not earlier than, the First Closing Date; and in the event that such time and date are simultaneous with the First Closing Date, the term â€œFirst Closing Dateâ€ shall refer to the time and date of delivery of the Pre-Funded Warrants and the certificates for the Firm ADSs and such Optional ADSs). Any such time and date of delivery, if subsequent to the First Closing Date, is called an â€œOption Closing Date,â€ and shall be determined by the Representatives and shall not be earlier than two or later than five full business days after delivery of such notice of exercise. If any Optional ADSs are to be purchased,Â each Underwriter agrees, severally and not jointly, to purchase the number of Optional ADSs (subject to such adjustments to eliminate fractional ADSs as the Representatives may determine) that bears the same proportion to the total number of Optional ADSs to be purchased as the number of Firm Securities set forth on Schedule A opposite the name of such Underwriter bears to the total number of Offered Securities. The Representatives may cancel the option at any time prior to its expiration by giving written notice of such cancellation to the Company. Â (d)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Public Offering of the Offered Securities. The Representatives hereby advise the Company that the Underwriters intend to offer for sale to the public, initially on the terms set forth in the Registration Statement, the Time of Sale Prospectus and the Prospectus, their respective portions of the Offered Securities as soon after this Agreement has been executed and the Registration Statement has been declared effective as the Representatives, in their sole judgment, have determined is advisable and practicable. Â (e)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Payment for the Offered Securities. Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Payment for the Firm Securities shall be made at the First Closing Date (and, if applicable, payment for the Optional ADSs shall be made at the First Closing Date or at the applicable Option Closing Date, as the case may be) by wire transfer of immediately available funds to the order of the Company. Â (ii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯It is understood that the Representatives have been authorized, for their own account and the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Firm Securities and any Optional ADSs the Underwriters have agreed to purchase. Each of the Representatives, individually and not as the Representatives of the Underwriters, may (but shall not be obligated to) make payment for any Offered Securities to be purchased by any Underwriter whose funds shall not have been received by the Representatives by the First Closing Date or the applicable Option Closing Date, as the case may be, for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement. Â (iii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Notwithstanding the foregoing, the Company and the Representatives shall instruct purchasers of the Pre-Funded Warrants to make payment for the Pre-Funded Warrants on the First Closing Date to Goldman by wire transfer in immediately available funds to the account specified by the Goldman at a purchase price of $[Â·] per Pre-Funded Warrant, and the Company shall deliver the Pre-Funded Warrants to such purchasers on the First Closing Date in definitive form against such payment, in lieu of the Companyâ€™s obligation to deliver such Pre-Funded Warrants to the Underwriters; provided, that, upon receipt by Goldman of payment for the Pre-Funded Warrants, Goldman shall promptly (but in no event later than the First Closing Date), pay $[Â·] per such Pre-Funded Warrant to the Company by wire transfer in immediately available funds to the account specified by the Company. In the event that the purchasers of the Pre-Funded Warrants fail to make payment to the Representatives for all or part of the Pre-Funded Warrants on the First Closing Date, the Representatives may elect, by written notice to the Company, to purchase additional ADSs in lieu of all or a portion of such Pre-Funded Warrants, to be delivered to the Underwriters under this Agreement at the price per ADSs listed in SectionÂ 2(a). Â 23Â Â Â (f)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Delivery of the

Offered Securities. The Company shall (i)Â deliver, or cause to be delivered, to the Representatives for the accounts of the several Underwriters, ADRs for the Firm ADSs at the First Closing Date and (ii)Â deliver, or cause to be delivered, to the purchasers thereof the Pre-Funded Warrants in accordance with the Underwritersâ€™ instructions, to be sold by them, in each case against release of a wire transfer of immediately available funds for the amount of the purchase price therefor. The Company shall also deliver, or cause to be delivered to the Representatives for the accounts of the several Underwriters, ADRs for the Optional ADSs the Underwriters have agreed to purchase at the First Closing Date or the applicable Option Closing Date, as the case may be, against the release of a wire transfer of immediately available funds for the amount of the purchase price therefor. If Goldman so elects, delivery of ADRs for the Offered ADSs may be made by credit to the accounts designated by Goldman through The Depository Trust Companyâ€™s full fast transfer or DWAC programs. If Goldman so elects, the ADRs for the Offered ADSs shall be in definitive form and registered in such names and denominations as the Representatives shall have requested at least two full business days prior to the First Closing Date (or the applicable Option Closing Date, as the case may be) and shall be made available for inspection on the business day preceding the First Closing Date (or the applicable Option Closing Date, as the case may be) at a location in New York City as the Representatives may designate, provided, however, that if the Company, upon instruction by Goldman, registers the Pre-Funded Warrants in the name of any person or entity to whom any Underwriter intends to sell such Pre-Funded Warrants, then such Underwriter shall have the right to thereafter request the re-registration of such Pre-Funded Warrants (and the Company shall be required to re-register such Pre-Funded Warrants) in the name of any other person or entity (it being understood that such re-registration is intended to permit an Underwriter to resell such Pre-Funded Warrants in the event that the person or entity to whom such Underwriter originally intended to sell such Pre-Funded Warrants shall fail to pay the purchase price of such Pre-Funded Warrants). Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriters. Â SectionÂ 3.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Additional Covenants. The Company further covenants and agrees with each Underwriter as follows: Â (a)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Delivery of Registration Statement, F-6 Registration Statement, Time of Sale Prospectus and Prospectus. The Company shall furnish, upon request, to each Underwriter in New York City, without charge, prior to 10:00 a.m.Â New York City time on the business day next succeeding the date of this Agreement and during the period when a prospectus relating to the Offered Securities is required by the Securities Act to be delivered (whether physically or through compliance with RuleÂ 172 under the Securities Act or any similar rule) in connection with sales of the Offered Securities, as many copies of the Time of Sale Prospectus, the Prospectus and any supplements and amendments thereto or to the Registration Statement or the F-6 Registration Statement as any Underwriter may reasonably request. Â (b)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Representativesâ€™ Review of Proposed Amendments and Supplements. During the period when a prospectus relating to the Offered Securities is required by the Securities Act to be delivered (whether physically or through compliance with RuleÂ 172 under the Securities Act or any similar rule), the Company (i)Â will furnish to the Representatives for review, a reasonable period of time prior to the proposed time of filing of any proposed amendment or supplement to the Registration Statement or the F-6 Registration Statement (including any amendment or supplement through incorporation of any report filed under the Exchange Act), a copy of each such amendment or supplement and (ii)Â will not amend or supplement the Registration Statement or the F-6 Registration Statement without the Representativesâ€™ prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Prior to amending or supplementing any preliminary prospectus, the Time of Sale Prospectus or the Prospectus (including any amendment or supplement through incorporation of any report filed under the Exchange Act), the Company shall furnish to the Representatives for review, a reasonable amount of time prior to the time of filing or use of the proposed amendment or supplement, a copy of each such proposed amendment or supplement. The Company shall not file or use any such proposed amendment or supplement without the Representativesâ€™ prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Company shall file with the Commission within the applicable period specified in RuleÂ 424(b)Â under the Securities Act any prospectus required to be filed pursuant to such Rule. Â 24Â Â Â (c)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Free Writing Prospectuses. The Company shall furnish to the Representatives for review, a reasonable amount of time prior to the proposed time of filing or use thereof, a copy of each proposed free writing prospectus or any amendment or supplement thereto prepared by or on behalf of, used by, or referred to by the Company, and the Company shall not file, use or refer to any proposed free writing prospectus or any amendment or supplement thereto without the Representativesâ€™ prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Company shall furnish to each Underwriter, without charge, as many copies of any free writing prospectus prepared by or on behalf of, used by or referred to by the Company as such Underwriter may reasonably request. If at any time when a prospectus is required by the Securities Act to be delivered (whether physically or through compliance with RuleÂ 172 under the Securities Act or any similar rule) in connection with sales of the Offered Securities (but in any event if at any time through and including the First Closing Date) there occurred or occurs an event or development as a result of which any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company conflicted or would conflict with the information contained in the Registration Statement or the F-6 Registration Statement or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at such time, not misleading, the Company shall promptly amend or supplement such free writing prospectus to eliminate or correct such conflict or so that the statements in such free writing prospectus as so amended or supplemented will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at such time, not misleading, as the case may be; provided, however, that prior to amending or supplementing any such free writing prospectus, the Company shall furnish to the Representatives for review, a reasonable amount of time prior to the proposed time of filing or use thereof, a copy of such proposed amended or supplemented free writing prospectus, and the Company shall not file, use or refer to any such amended or supplemented free writing prospectus without the Representativesâ€™ prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Â (d)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Filing of Underwriter Free Writing Prospectuses. The Company shall not take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to RuleÂ 433(d)Â under the Securities Act a free writing prospectus prepared by or on behalf of such Underwriter that such Underwriter otherwise would not have been required to file thereunder. Â (e)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Amendments and Supplements to Time of Sale Prospectus. If the Time of Sale Prospectus is being used to solicit offers to buy the Offered Securities at a time when the Prospectus is not yet available to prospective purchasers, and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus so that the Time of Sale Prospectus does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when delivered to a prospective purchaser, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, the Company shall (subject to SectionÂ 3(b)Â and SectionÂ 3(c)Â hereof) promptly prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when delivered to a prospective purchaser, not misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the information contained in the Registration Statement or the F-6 Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law. Â 25Â Â Â (f)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Certain Notifications and Required Actions. After the date of this Agreement, the Company shall promptly advise the Representatives in writing (which may be by electronic mail) of: (i)Â the receipt of any comments of, or requests for additional or supplemental information from, the Commission; (ii)Â the time and date of any filing of any post-effective amendment to the Registration Statement or the F-6 Registration Statement or any amendment or supplement to any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus or the Prospectus; (iii)Â the time and date that any post-effective amendment to the Registration Statement or the F-6 Registration Statement becomes effective; and (iv)Â the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto or the F-6 Registration Statement or any post-effective amendment thereto or any amendment or supplement to any preliminary prospectus, the Time of Sale Prospectus or the Prospectus or of any order preventing or suspending the use of any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus or the Prospectus, or of any proceedings to remove, suspend or terminate from listing or quotation the ADSs from any securities exchange upon which they are listed for trading or included or designated for quotation, or of the threatening or initiation of any proceedings for any of such purposes. If the Commission shall enter any such stop order at any time, the Company will use its reasonable best efforts to obtain the lifting of such order as soon as practicable. Additionally, the Company agrees that it shall comply with all applicable provisions of RuleÂ 424(b), RuleÂ 433 and RuleÂ 430A under the Securities Act and will use its reasonable efforts to confirm that any filings made by the Company under RuleÂ 424(b)Â or RuleÂ 433 were received in a timely manner by the Commission. Â (g)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Amendments and Supplements to the Prospectus and Other Securities Act Matters. If any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus so that the Prospectus does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered (whether physically or through compliance with RuleÂ 172 under the Securities Act or any similar rule) to a purchaser, not misleading, or if in the opinion of the Representatives or counsel for the Underwriters it is otherwise necessary to amend or supplement the Prospectus to comply with applicable law, the Company agrees (subject to SectionÂ 3(b)Â and SectionÂ 3(c)) hereof to promptly prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered (whether physically or through compliance with RuleÂ 172 under the Securities Act or any similar rule) to a purchaser, not misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law. Neither the Representativesâ€™ consent to, nor delivery of, any such amendment or supplement shall constitute a waiver of any of the Companyâ€™s obligations under SectionÂ 3(b)Â or SectionÂ 3(c). Â 26Â Â Â (h)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Blue Sky Compliance. The Company shall cooperate with the Representatives and counsel for the Underwriters to qualify or register the Offered Securities for sale under (or obtain exemptions from the application of) the state securities or blue sky laws (or other foreign laws) of those jurisdictions as may be reasonably designated by the

Representatives, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Offered Securities. The Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation. The Company will advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Offered Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its reasonable best efforts to obtain the withdrawal thereof at the earliest possible moment. Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Use of Proceeds. The Company shall apply the net proceeds from the sale of the Offered Securities sold by it in all material respects in the manner described under the caption â€œUse of Proceedsâ€ in the Registration Statement, the Time of Sale Prospectus and the Prospectus. Â (j)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Earnings Statement. The Company will make generally available to its security holders and to the Representatives as soon as practicable an earnings statement (which need not be audited) covering a period of at least twelve months beginning with the first fiscal quarter of the Company commencing after the date of this Agreement that will satisfy the provisions of SectionÂ 11(a)Â of the Securities Act and the rulesÂ and regulations of the Commission thereunder. Â (k)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Continued Compliance with Securities Laws. The Company will comply with the Securities Act and the Exchange Act so as to permit the completion of the distribution of the Offered Securities as contemplated by this Agreement, the Registration Statement, the F-6 Registration Statement, the Time of Sale Prospectus and the Prospectus. Without limiting the generality of the foregoing, the Company will, during the period when a prospectus relating to the Offered Securities is required by the Securities Act to be delivered (whether physically or through compliance with RuleÂ 172 under the Securities Act or any similar rule), file on a timely basis with the Commission and the NASDAQ all reports and documents required to be filed under the Exchange Act. Â (l)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Listing. The Company will use its best efforts to list, subject to notice of issuance, the Offered ADSs on the NASDAQ. Â (m)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Company to Provide Copy of the Prospectus in FormÂ That MayÂ be Downloaded from the Internet. If requested by the Representatives, the Company shall cause to be prepared and delivered, at its expense, within one business day from the effective date of this Agreement, to the Representatives an â€œelectronic Prospectusâ€ to be used by the Underwriters in connection with the offering and sale of the Offered Securities. As used herein, the term â€œelectronic Prospectusâ€ means a form of Prospectus, and any amendment or supplement thereto, that meets each of the following conditions: (i)Â it shall be encoded in an electronic format, satisfactory to the Representatives, that may be transmitted electronically by the Representatives and the other Underwriters to offerees and purchasers of the Offered Securities; (ii)Â it shall disclose the same information as the paper Prospectus, except to the extent that graphic and image material cannot be disseminated electronically, in which case such graphic and image material shall be replaced in the electronic Prospectus with a fair and accurate narrative description or tabular representation of such material, as appropriate; and (iii)Â it shall be in or convertible into a paper format or an electronic format, satisfactory to the Representatives, that will allow investors to store and have continuously ready access to the Prospectus at any future time, without charge to investors (other than any fee charged for subscription to the Internet as a whole and for on-line time). Â 27Â Â Â (n)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Agreement Not to Offer or Sell Additional ADSs. During the period commencing on and including the date hereof and continuing through and including the 90th day following the date of the Prospectus (such period being referred to herein as the â€œLock-up Periodâ€), the Company will not, without the prior written consent of the Representatives (which consent may be withheld in their sole discretion), directly or indirectly: (i)Â sell, offer to sell, contract to sell or lend any ADSs, Ordinary Shares or Related Securities (as defined below); (ii)Â effect any short sale, or establish or increase any â€œput equivalent positionâ€ (as defined in RuleÂ 16a-1(h)Â under the Exchange Act) or liquidate or decrease any â€œcall equivalent positionâ€ (as defined in RuleÂ 16a-1(b)Â under the Exchange Act) of any ADSs, Ordinary Shares or Related Securities; (iii)Â pledge, hypothecate or grant any security interest in any ADSs, Ordinary Shares or Related Securities; (iv)Â in any other way transfer or dispose of any ADSs, Ordinary Shares or Related Securities; (v)Â enter into any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of any ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise; (vi)Â announce the offering of any ADSs, Ordinary Shares or Related Securities; (vii)Â submit or file any registration statement under the Securities Act in respect of any ADSs or Related Securities (other than as contemplated by this Agreement with respect to the Offered Securities); (viii)Â effect a reverse share split, recapitalization, share consolidation, reclassification or similar transaction affecting the outstanding ADSs or Ordinary Shares; or (ix)Â publicly announce the intention to do any of the foregoing; provided, however, that the Company may (A)Â effect the transactions contemplated hereby, (B)Â issue ADSs, Ordinary Shares or Related Securities, or issue ADSs or Ordinary Shares upon exercise of Related Securities, in each case, pursuant to any equity incentive plan or arrangement described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, provided that the Company shall cause each recipient of such ADSs, Ordinary Shares or Related Securities to execute and deliver a Lock-up Agreement substantially in the form of ExhibitÂ A hereto, (C)Â issue ADSs, Ordinary Shares or Related Securities to any non-employee director pursuant to any non-employee director compensation plan or program described in the Registration Statement, the Time of Sale Prospectus and the Prospectus, (D)Â issue ADSs or Ordinary Shares pursuant to the exercise or settlement of Related Securities, or upon the conversion of convertible securities outstanding on the date hereof (including conversion of Ordinary Shares to ADSs) that are described in the Registration Statement, Time of Sale Prospectus and the Prospectus, (E)Â file one or more registration statements on FormÂ S-8 to register ADSs, Ordinary Shares or Related Securities issued or issuable pursuant to any plans or programs described in (B)Â or (C)Â above, and (F)Â issue ADSs, Ordinary Shares or Related Securities, or enter into an agreement to issue ADSs, Ordinary Shares or Related Securities, in connection with any merger, joint venture, strategic alliances, commercial, lending or other collaborative or strategic transaction, or the acquisition or license of the business, property, technology or other assets of another individual or entity or the assumption of an employee benefit plan in connection with a merger or acquisition; provided, however, that in the case of this clause (F), (x)Â the aggregate number of ADSs, Ordinary Shares or Related Securities (on an as-converted or as-exercised basis, as the case may be) that the Company may issue or agree to issue shall not exceed 5% of the total number of Ordinary Shares of the Company immediately following the completion of the transactions contemplated by this Agreement (including after giving effect to the Warrant Shares issuable upon exercise of the Pre-Funded Warrants) and (y)Â each recipient thereof provides to the Representatives a signed Lock-up Agreement substantially in the form of ExhibitÂ A hereto. For purposes of the foregoing, â€œRelated Securitiesâ€ shall mean any options or warrants or other rights to acquire ADSs or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for, or convertible into, ADSs or Ordinary Shares. Â 28Â Â Â (o)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Future Reports to the Representatives. During the period of five years hereafter, the Company will furnish to the Representatives, c/o Goldman SachsÂ & Co. LLC, at 200 West Street, New York, New York 10282-2198, Attention: Registration Department; Morgan StanleyÂ & Co. LLC, at 1585 Broadway, New York, New York 10036, Attention; Equity Syndicate Desk; Jefferies LLC, at 520 Madison Avenue, New York, New York 10022, Attention: Global Head of Syndicate; and Leerink Partners, LLC, at 1301 Avenue of the Americas, 12th Floor, New York, New York 10019, Attention: Equity Capital Markets: (i)Â as soon as practicable after the end of each fiscal year, copies of the Annual Report of the Company containing the balance sheet of the Company as of the close of such fiscal year and statements of operations and comprehensive loss, redeemable convertible preferred shares, redeemable noncontrolling interest and shareholdersâ€™ deficit, and cash flows for the year then ended and the opinion thereon of the Companyâ€™s independent public or certified public accounting firms; (ii)Â as soon as practicable after the filing thereof, copies of each proxy statement, Annual Report on FormÂ 10-K, Quarterly Report on FormÂ 10-Q, Current Report on FormÂ 8-K or other report filed by the Company with the Commission, FINRA or any securities exchange; and (iii)Â as soon as available, copies of any report or communication of the Company furnished or made available generally to holders of its share capital; provided, however, that the requirements of this SectionÂ 3(o)Â shall be satisfied to the extent that such reports, statement, communications, financial statements or other documents are available on EDGAR. Â (p)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Investment Limitation. The Company shall not invest or otherwise use the proceeds received by the Company from its sale of the Offered Securities in such a manner as would require the Company or any of its subsidiaries to register as an investment company under the Investment Company Act. Â (q)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Stabilization or Manipulation; Compliance with Regulation M. The Company will not take, and will ensure that no affiliate of the Company will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in stabilization or manipulation of the price of the ADSs or any reference security with respect to the ADSs, whether to facilitate the sale or resale of the Offered Securities or otherwise, and the Company will, and shall cause each of its affiliates to, comply with all applicable provisions of Regulation M. Â (r)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Enforce Lock-up Agreements. During the Lock-up Period, the Company will enforce all agreements between the Company and any of its securityholders that restrict or prohibit, expressly or in operation, the offer, sale or transfer of ADSs, Ordinary Shares or Related Securities or any of the other actions restricted or prohibited under the terms of the form of Lock-up Agreement. In addition, the Company will direct the transfer agent to place stop transfer restrictions upon any such securities of the Company that are bound by such â€œlock-upâ€ agreements for the duration of the periods contemplated in such agreements, including, without limitation, â€œlock-upâ€ agreements entered into by the Companyâ€™s officers and directors and securityholders pursuant to SectionÂ 6(m)Â hereof. Â (s)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Company to Provide Interim Financial Statements. Prior to the First Closing Date and each applicable Option Closing Date, the Company will furnish the Underwriters, as soon as they have been prepared by or are available to the Company, a copy of any unaudited interim financial statements of the Company for any period subsequent to the period covered by the most recent financial statements appearing in the Registration Statement and the Prospectus; provided, however, that the requirements of this SectionÂ 3(s)Â shall be satisfied to the extent that such financial statements are available on EDGAR. Â (t)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Deposit Agreement. On or prior to the First Closing Date and each applicable Option Closing Date, the Company agrees (i)Â to deposit the Offered Shares with the Depositary Custodian on behalf of the Depositary in accordance with the provisions of the Deposit Agreement and otherwise comply with the Deposit Agreement so that ADRs evidencing the Offered ADSs will be executed (and, if applicable, countersigned) and issued by the Depositary against receipt of such Offered Shares and delivered to the Underwriters at such Closing Date and (ii)Â to otherwise comply with the terms of the Deposit Agreement, including without limitation, the covenants set forth in the Deposit Agreement. Â 29Â Â Â (u)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Tax Indemnity. The Company will indemnify and hold harmless the Underwriters against Transfer Taxes (including any interest and penalties) payable in connection with (i)Â the issuance of the Offered ADSs (or the ADRs evidencing the Offered ADSs) by the Depositary, and the delivery of the Offered ADSs (or the ADRs evidencing the Offered ADSs) to or for the account of the

Underwriters, in each case in the manner contemplated by this Agreement and the Deposit Agreement; (ii)Â the issuance of the Pre-Funded Warrants by the Company to the Underwriters, (iii)Â the initial sale and delivery by the Underwriters of the Offered ADSs (or the ADRs evidencing the Offered ADSs) and the Pre-Funded Warrants to purchasers thereof in the manner contemplated by this Agreement; or (iv)Â the execution and delivery of this Agreement. Â (v)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Amendments and Supplements to Permitted SectionÂ 5(d)Â Communications. If at any time following the distribution of any Permitted SectionÂ 5(d)Â Communication, during the period of time when a prospectus relating to the Offered Securities is required by law to be delivered (or required to be delivered but for RuleÂ 172 under the Securities Act) in connection with sales of the Offered Securities by an Underwriter or dealer, there occurred or occurs an event or development as a result of which such Permitted SectionÂ 5(d)Â Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the representatives and will promptly amend or supplement, at its own expense, such Permitted SectionÂ 5(d)Â Communication to eliminate or correct such untrue statement or omission. Â (w)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Emerging Growth Company Status. The Company will promptly notify the Representatives if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i)Â the time when a prospectus relating to the Offered Securities is not required by the Securities Act to be delivered (whether physically or through compliance with RuleÂ 172 under the Securities Act or any similar rule) and (ii)Â the expiration of the Lock-up Period. Â (x)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯[Reserved]. Â (y)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Sales Taxes. If the performance by the Underwriters of any of their obligations under this Agreement shall represent for VAT purposes under any applicable law the making by the Underwriters of any supply of goods or services to the Company (to the extent applicable), the Company shall pay to the Underwriters, in addition to the amounts otherwise payable by the Company pursuant to this Agreement, an amount equal to the VAT chargeable on any such supply of goods and services provided that the Underwriters have issued the Company with an appropriate VAT invoice in respect of the supply to which the payment relates. Where a sum (a â€œRelevant Sumâ€) is paid or reimbursed to the Underwriters pursuant to this Agreement in respect of any cost, expense or other amount and that cost, expense or other amount includes an amount in respect of irrecoverable VAT (the â€œVAT Elementâ€) which has been certified as such by the Underwriters (acting reasonably), then the Company, to the extent applicable, shall, in addition, pay an amount equal to the VAT Element to the Underwriters. For the purposes of this Agreement, â€œVATâ€ means any applicable value added or similar tax. Â (z)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Reservation of Warrant Shares. The Company shall, at all times while any Pre-Funded Warrants are outstanding, reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Ordinary Shares, solely for the purpose of enabling it to issue Warrant Shares represented by Warrant ADSs issued upon exercise of such Pre-Funded Warrants, the number of Warrant Shares represented by Warrant ADSs that are initially issuable and deliverable upon the exercise of the then-outstanding Pre-Funded Warrants. Â 30Â Â Â SectionÂ 4.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Payment of Expenses. The Company agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including without limitation: (i)Â all expenses incident to the issuance, sale and delivery of the Offered Securities (including all printing and engraving costs), (ii)Â all fees and expenses of the Depositary related to the Offered Securities, (iii)Â all necessary Transfer TaxesÂ in connection with the issuance and sale of the Offered Securities to the Underwriters, (iv)Â all fees and expenses of the Companyâ€™s counsel, independent public or certified public accounting firms and other advisors, (v)Â all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), the F-6 Registration Statement, the Time of Sale Prospectus, the Prospectus, each free writing prospectus prepared by or on behalf of, used by, or referred to by the Company, and each preliminary prospectus, each Permitted SectionÂ 5(d)Â Communication, and all amendments and supplements thereto, and this Agreement, (vi)Â all filing fees, attorneysâ€™ fees and expenses incurred by the Company or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Offered Securities for offer and sale under the state securities or blue sky laws or the provincial securities laws of Canada, and, if requested by the Representatives, preparing and printing a â€œBlue Sky Surveyâ€ or memorandum and a â€œCanadian wrapperâ€, and any supplements thereto, advising the Underwriters of such qualifications, registrations and exemptions, (vii)Â the costs, fees and expenses incurred by the Underwriters in connection with determining their compliance with the rulesÂ and regulations of FINRA related to the Underwritersâ€™ participation in the offering and distribution of the Offered Securities, including any related filing fees and the legal fees of, and disbursements by, counsel to the Underwriters; provided, however, that such legal fees, taken together with the legal fees described in clause (vi)Â above, shall not exceed $30,000 in the aggregate, (viii)Â the costs and expenses of the Company relating to investor presentations on any â€œroad showâ€, any Permitted SectionÂ 5(d)Â Communication or any SectionÂ 5(d)Â Oral Communication undertaken in connection with the offering of the Offered Securities, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives, employees and officers of the Company and any such consultants (it being understood that the Underwriters will pay or cause to be paid the travel and lodging expenses of their representatives), and, with respect to the costs of any private aircraft chartered in connection with the road show, 50% of such costs to the extent any representatives of the Underwriters use such private aircraft (it being understood that the Underwriters will pay or cause to be paid the other 50% of the cost of such aircraft), (ix)Â the fees and expenses associated with listing the Offered Securities on the NASDAQ, (x)Â the legal fees and expenses of the Representativesâ€™ foreign legal counsel not to exceed a total of $70,000 in the aggregate, and (xi)Â all other fees, costs and expenses of the nature referred to in Item 13 of PartÂ II of the Registration Statement; provided, that any expenses payable under clauses (vi)Â and (vii)Â above are invoiced in a reasonably timely manner. Except as provided in this SectionÂ 4 or in SectionÂ 7, SectionÂ 9 or SectionÂ 10 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel. Â SectionÂ 5.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Covenant of the Underwriters. Each Underwriter severally and not jointly covenants with the Company not to take any action that would result in the Company being required to file with the Commission pursuant to RuleÂ 433(d)Â under the Securities Act a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not, but for such actions, be required to be filed by the Company under RuleÂ 433(d). Â 31 Â Â SectionÂ 6.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Conditions of the Obligations of the Underwriters. The respective obligations of the several Underwriters hereunder to purchase and pay for the Offered Securities as provided herein on the First Closing Date and, with respect to the Optional ADSs, each Option Closing Date, shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in SectionÂ 1 hereof as of the date hereof and as of the First Closing Date as though then made and, with respect to the Optional ADSs, as of each Option Closing Date as though then made, to the timely performance by the Company of its covenants and other obligations hereunder, and to each of the following additional conditions: Â (a)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Comfort Letter. On the date hereof, the Representatives shall have received from each of PricewaterhouseCoopers LLP and ErnstÂ & Young LLP, independent registered public accounting firms for the Company, a letter dated the date hereof addressed to the Underwriters, in form and substance satisfactory to the Representatives, containing statements and information of the type ordinarily included in accountantâ€™s â€œcomfort lettersâ€ to underwriters, delivered according to Statement of Auditing Standards No.Â 72 (or any successor bulletin), with respect to the audited and unaudited financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus, and each free writing prospectus, if any. Â (b)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Compliance with Registration Requirements; No Stop Order; No Objection from FINRA. For the period from and after the date of this Agreement and through and including the First Closing Date and, with respect to any Optional ADSs purchased after the First Closing Date, each Option Closing Date: Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯The Company shall have filed the Prospectus with the Commission (including the information required by RuleÂ 430A under the Securities Act) in the manner and within the time period required by RuleÂ 424(b)Â under the Securities Act; or the Company shall have filed a post-effective amendment to the Registration Statement containing the information required by such RuleÂ 430A, and such post-effective amendment shall have become effective. Â (ii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment to the Registration Statement or the F-6 Registration Statement or any post-effective amendment to the F-6 Registration Statement shall be in effect, and no proceedings for such purpose shall have been instituted or threatened by the Commission. Â (iii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯FINRA shall have raised no objection to the fairness and reasonableness of the underwriting terms and arrangements. Â (c)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Material Adverse Change or Ratings Agency Change. For the period from and after the date of this Agreement and through and including the First Closing Date and, with respect to any Optional ADSs purchased after the First Closing Date, each Option Closing Date: Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯in the judgment of the Representatives there shall not have occurred any Material Adverse Change; and Â (ii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the Company or any of its subsidiaries by any â€œnationally recognized statistical rating organizationâ€ as that term is used in RuleÂ 15c3-1(c)(2)(vi)(F)Â under the Exchange Act. Â (d)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Opinion of U.S. Counsel for the Company. On each of the First Closing Date and each Option Closing Date, the Representatives shall have received the opinion and negative assurance letter of Cooley LLP, counsel for the Company, in form and substance satisfactory to the Underwriters, dated as of such date. Â (e)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Opinion of Cayman Islands Counsel for the Company. On each of the First Closing Date and each Option Closing Date, the Representatives shall have received the opinion of Travers Thorp Alberga, Cayman Islands counsel for the Company, in form and substance satisfactory to the Underwriters, dated as of such date. Â 32Â Â Â (f)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Opinion of PRC Counsel for the Company. On each of the First Closing Date and each Option Closing Date, the Representatives shall have received the opinion of the Zhong Lun Law Firm, PRC counsel for the Company, in form and substance satisfactory to the Underwriters, dated as of such date. Â (g)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Opinion of Intellectual Property Counsel for the Company. On each of the First Closing Date and each Option Closing Date, the Representatives shall have received the opinion of Sheppard, Mullin, RichterÂ & Hampton LLP, counsel for the Company with respect to intellectual property, in form and substance satisfactory to the Underwriters, dated as of such date. Â (h)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Opinion of Counsel for the Depositary. On each of the First Closing Date and each Option Closing Date, the Representatives shall have received the opinion of Ziegler, ZieglerÂ & Associates LLP, counsel for the Depositary, in form and substance satisfactory to the Underwriters, dated as of such date. Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Opinion of U.S. Counsel for the Underwriters. On each of the First Closing Date and each Option Closing Date, the Representatives shall have received the opinion and negative assurance letter of LathamÂ & Watkins LLP, counsel for the Underwriters in connection with the offer and sale of the Offered Securities, in form and substance satisfactory to the Underwriters, dated as of such date. Â (j)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Opinion of PRC Counsel for the Underwriters. On each of the First Closing Date and each Option Closing Date the Representatives shall have received the opinion of JunHe LLP, PRC counsel for the Underwriters in connection with the offer and sale of the Offered Securities, in form and substance satisfactory to the Underwriters, dated as of such date. Â (k)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Officersâ€™ Certificate. On each of the First Closing Date and each Option Closing Date, the Representatives shall have received a certificate executed by the Chief Executive Officer or President of the Company and the Chief Financial Officer of the Company, dated as of such date, to the effect set forth in SectionÂ 6(b)(ii)Â and further to the effect that: Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯for the period from and including the date of this Agreement through and including such date, there has not occurred any Material Adverse Change; Â (ii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯the representations, warranties and covenants of the Company set forth in SectionÂ 1 of this Agreement are true and correct with the same force and effect as though expressly made on and as of such date; and Â (iii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯the Company has complied with all the agreements hereunder and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to such date. Â (l)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Bring-down Comfort Letter. On each of the First Closing Date and each Option Closing Date, the Representatives shall have received from each of PricewaterhouseCoopers LLP and ErnstÂ & Young LLP, independent registered public accounting firms for the Company, a letter dated such date, in form and substance satisfactory to the Representatives, which letter shall: (i)Â reaffirm the statements made in the letter furnished by them pursuant to SectionÂ 6(a), except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to the First Closing Date or the applicable Option Closing Date, as the case may be; and (ii)Â cover certain financial information contained in the Prospectus. Â 33Â Â Â (m)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Lock-up Agreements. On or prior to the date hereof, the Company shall have furnished to the Representatives an agreement in the form of ExhibitÂ A hereto from each of the persons listed on ExhibitÂ B hereto, and each such agreement shall be in full force and effect on each of the First Closing Date and each Option Closing Date. Â (n)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯RuleÂ 462(b)Â Registration Statement. In the event that a RuleÂ 462(b)Â Registration Statement is filed in connection with the offering contemplated by this Agreement, such RuleÂ 462(b)Â Registration Statement shall have been filed with the Commission on the date of this Agreement and shall have become effective automatically upon such filing. Â (o)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Approval of Listing. At the First Closing Date, the Company shall have made all required submissions to Nasdaq regarding the Offered Shares and the Warrant Shares and shall have not received any notice objecting to the listing of the Offered Shares and the Warrant Shares from Nasdaq. Â (p)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Deposit Agreement. The Company and the Depositary shall have executed and delivered the Deposit Agreement and the Deposit Agreement shall be in full force and effect. The Depositary shall have delivered to the Company certificates satisfactory to the Representatives evidencing the deposit with the Depositary Custodian or its nominee of the Offered Shares being so deposited against issuance of ADRs evidencing the Offered ADSs to be delivered by the Company at such Closing Date, and the execution, countersignature (if applicable), issuance and delivery of ADRs evidencing such Offered ADSs pursuant to the Deposit Agreement. Â (q)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯[Reserved]. Â (r)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯FormÂ of Pre-Funded Warrants. The Representatives shall have received a form of Pre-Funded Warrant in the form and substance reasonably acceptable to the Representatives. Â (s)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Additional Documents. On or before each of the First Closing Date and each Option Closing Date, the Representatives and counsel for the Underwriters shall have received such information, documents and opinions as they may reasonably request for the purposes of enabling them to pass upon the issuance and sale of the Offered Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Offered Securities as contemplated herein and in connection with the other transactions contemplated by this Agreement shall be satisfactory in form and substance to the Representatives and counsel for the Underwriters. Â If any condition specified in this SectionÂ 6 is not satisfied when and as required to be satisfied (unless waived in writing by the Representatives), this Agreement may be terminated by the Representatives by notice from the Representatives to the Company at any time on or prior to the First Closing Date and, with respect to the Optional ADSs, at any time on or prior to the applicable Option Closing Date, which termination shall be without liability on the part of any party to any other party, except that SectionÂ 4, SectionÂ 7, SectionÂ 9 and SectionÂ 10 shall at all times be effective and shall survive such termination. Â 34Â Â Â SectionÂ 7.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Reimbursement of Underwritersâ€™ Expenses. If this Agreement is terminated by the Representatives pursuant to SectionÂ 6, SectionÂ 11 or SectionÂ 12, or if the sale to the Underwriters of the Offered Securities on the First Closing Date is not consummated because of any refusal, inability or failure on the part of the Company to perform any agreement herein or to comply with any provision hereof, the Company agrees to reimburse the Representatives and the other Underwriters (or such Underwriters as have terminated this Agreement with respect to themselves), severally, upon demand for all out-of-pocket accountable expenses that shall have been reasonably incurred by the Representatives and the Underwriters in connection with the proposed purchase and the offering and sale of the Offered Securities, including, but not limited to, fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges. For the avoidance of doubt, it is understood that the Company will not pay or reimburse any costs, fees or expenses incurred by any Underwriter that defaults on its obligations to purchase the Offered Securities. Â SectionÂ 8.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Effectiveness of this Agreement. This Agreement shall become effective uponÂ the execution and delivery hereof by the parties hereto. Â SectionÂ 9.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Indemnification. Â (a)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Indemnification of the Underwriters. The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, directors, officers, employees and agents, and each person, if any, who controls any Underwriter within the meaning of the Securities Act or the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter or such affiliate, director, officer, employee, agent or controlling person may become subject, under the Securities Act, the Exchange Act, other federal or state statutory law or regulation, or the laws or regulations of foreign jurisdictions where Offered Securities have been offered or sold or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Company), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon Â (i)Â any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or the F-6 Registration Statement, or any amendment to the Registration Statement or F-6 Registration Statement, or the omission or alleged omission to state therein a material fact required to be stated in the Registration Statement or F-6 Registration Statement or necessary to make the statements in the Registration Statement or F-6 Registration Statement not misleading; (ii)Â any untrue statement or alleged untrue statement of a material fact included in any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus that the Company has used, referred to or filed, or is required to file, pursuant to RuleÂ 433(d)Â of the Securities Act, any Marketing Material, any SectionÂ 5(d)Â Written Communication or the Prospectus (or any amendment or supplement to the foregoing), or the omission or alleged omission to state therein a material fact necessary in order to make the statements, in the light of the circumstances under which they were made, not misleading; or (iii)Â any act or failure to act or any alleged act or failure to act by any Underwriter in connection with, or relating in any manner to, the ADSs or the offering contemplated hereby, and which is included as part of or referred to in any loss, claim, damage, liability or action arising out of or based upon any matter covered by clause (i)Â or (ii)Â above; and to reimburse each Underwriter and each such affiliate, director, officer, employee, agent and controlling person for any and all expenses (including the fees and disbursements of counsel) as such expenses are incurred by such Underwriter or such affiliate, director, officer, employee, agent or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company by the Representatives in writing expressly for use in the Registration Statement, the F-6 Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any such free writing prospectus, any Marketing Material, any SectionÂ 5(d)Â Written Communication or the Prospectus (or any amendment or supplement thereto), it being understood and agreed that the only such information consists of the information described in SectionÂ 9(b)Â below. The indemnity agreement set forth in this SectionÂ 9(a)Â shall be in addition to any liabilities that the Company may otherwise have. Â 35Â Â Â (b)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Indemnification of the Company, its Directors and Officers. Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, each of its directors, each of its officers who signed the Registration Statement and the F-6 Registration Statement, and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company, or any such director, officer or controlling person may become subject, under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Underwriter), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i)Â any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or the F-6 Registration Statement, or any amendment to the Registration Statement or F-6 Registration Statement, or the omission or alleged omission to state in the Registration Statement or F-6 Registration Statement a material fact required to be stated therein or necessary to make the statements in the Registration Statement or F-6 Registration Statement not misleading or (ii)Â any untrue statement or alleged untrue statement of a material fact included in any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus, that the Company has used, referred to or filed, or is required to file, pursuant to RuleÂ 433 of the Securities Act, any SectionÂ 5(d)Â Written Communication or the Prospectus (or any such amendment or supplement) or the omission or alleged omission to state therein a material fact necessary in order to make the statements, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the F-6 Registration Statement, such preliminary prospectus, the Time of Sale Prospectus, such free writing prospectus, such SectionÂ 5(d)Â Written Communication or the Prospectus (or any such amendment or supplement), in reliance upon and in conformity with information relating to such Underwriter furnished to the Company by the Representatives in writing expressly for use therein; and to reimburse the Company, or any such director, officer or controlling person for any and all expenses (including the fees and disbursements of counsel) as such expenses are incurred by the

Company, or any such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company hereby acknowledges that the only information that the Representatives have furnished to the Company expressly for use in the Registration Statement, the F-6 Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus that the Company has filed, or is required to file, pursuant to RuleÂ 433(d)Â of the Securities Act, any SectionÂ 5(d)Â Written Communication or the Prospectus (or any amendment or supplement to the foregoing) is the concession figure appearing in the fifth paragraph under the caption â€œUnderwriting,â€ and the information contained in the eighth and ninth paragraphs relating to stabilization by the Underwriters under the caption â€œUnderwriting,â€ in each case, in the Preliminary Prospectus and the Prospectus. The indemnity agreement set forth in this SectionÂ 9(b)Â shall be in addition to any liabilities that each Underwriter may otherwise have. Â 36Â Â Â

(c)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Notifications and Other Indemnification Procedures. Promptly after receipt by an indemnified party under this SectionÂ 9 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this SectionÂ 9, notify the indemnifying party in writing of the commencement thereof, but the omission to so notify the indemnifying party will not relieve the indemnifying party from any liability which it may have to any indemnified party to the extent the indemnifying party is not materially prejudiced as a proximate result of such failure and shall not in any event relieve the indemnifying party from any liability that it may have otherwise than on account of this indemnity agreement. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying partyâ€™s election to so assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this SectionÂ 9 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i)Â the indemnified party shall have employed separate counsel in accordance with the proviso to the preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the fees and expenses of more than one separate counsel (together with local counsel), representing the indemnified parties who are parties to such action), which counsel (together with any local counsel) for the indemnified parties shall be selected by the Representatives (in the case of counsel for the indemnified parties referred to in SectionÂ 9(a)Â above) or by the Company (in the case of counsel for the indemnified parties referred to in SectionÂ 9(b)Â above) or (ii)Â the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action or (iii)Â the indemnifying party has authorized in writing the employment of counsel for the indemnified party at the expense of the indemnifying party, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party and shall be paid as they are incurred. Â

(d)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Settlements. The indemnifying party under this SectionÂ 9 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for the fees and expenses of counsel as contemplated by SectionÂ 9(c)Â hereof, the indemnifying party shall be liable for any settlement of any proceeding effected without its written consent if (i)Â such settlement is entered into more than 30Â days after receipt by such indemnifying party of the aforesaid request and (ii)Â such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and does not include an admission of fault or culpability or a failure to act by or on behalf of such indemnified party. Â 37Â Â Â SectionÂ 10.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Contribution. If the indemnification provided for in SectionÂ 9 is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i)Â in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Offered Securities pursuant to this Agreement or (ii)Â if the allocation provided by clauseÂ (i)Â above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clauseÂ (i)Â above but also the relative fault of the Company, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Offered Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total proceeds from the offering of the Offered Securities pursuant to this Agreement (before deducting expenses) received by the Company, and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth on the front cover pageÂ of the Prospectus, bear to the aggregate initial public offering price of the Offered Securities as set forth on such cover. The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or the Underwriters, on the other hand, and the partiesâ€™ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Â The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in SectionÂ 9(c), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in SectionÂ 9(c)Â with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this SectionÂ 10; provided, however, that no additional notice shall be required with respect to any action for which notice has been given under SectionÂ 9(c)Â for purposes of indemnification. Â The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this SectionÂ 10 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this SectionÂ 10. Â Notwithstanding the provisions of this SectionÂ 10, no Underwriter shall be required to contribute any amount in excess of the underwriting discounts and commissions received by such Underwriter in connection with the Offered Securities underwritten by it and distributed to the public. No person guilty of fraudulent misrepresentation (within the meaning of SectionÂ 11(f)Â of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwritersâ€™ obligations to contribute pursuant to this SectionÂ 10 are several, and not joint, in proportion to their respective underwriting commitments as set forth opposite their respective names on Schedule A. For purposes of this SectionÂ 10, each affiliate, director, officer, employee and agent of an Underwriter and each person, if any, who controls an Underwriter within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement or the F-6 Registration Statement, and each person, if any, who controls the Company within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company. Â 38Â Â Â

SectionÂ 11.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Default of One or More of the Several Underwriters. If, on the First Closing Date or any Option Closing Date any one or more of the several Underwriters shall fail or refuse to purchase Offered Securities that it or they have agreed to purchase hereunder on such date, and the aggregate number of Offered Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase does not exceed 10% of the aggregate number of the Offered Securities to be purchased on such date, the Representatives may make arrangements satisfactory to the Company for the purchase of such Offered Securities by other persons, including any of the Underwriters, but if no such arrangements are made by such date, the other Underwriters shall be obligated, severally and not jointly, in the proportions that the number of Firm Securities set forth opposite their respective names on Schedule A bears to the aggregate number of Firm Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Representatives with the consent of the non-defaulting Underwriters, to purchase the Offered Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date. If, on the First Closing Date or any Option Closing Date any one or more of the Underwriters shall fail or refuse to purchase Offered Securities and the aggregate number of Offered Securities with respect to which such default occurs exceeds 10% of the aggregate number of Offered Securities to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Offered Securities are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of SectionÂ 4, SectionÂ 7, SectionÂ 9 and SectionÂ 10 shall at all times be effective and shall survive such termination. In any such case either the Representatives or the Company shall have the right to postpone the First Closing Date or the applicable Option Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Registration Statement and the Prospectus or any other documents or arrangements may be effected. Â As used in this Agreement, the term â€œUnderwriterâ€ shall be deemed to include any person substituted for a defaulting Underwriter under this SectionÂ 11. Any action taken under this SectionÂ 11 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement. Â SectionÂ 12.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Termination of this Agreement. Prior to the purchase of the Firm Securities by the Underwriters on the First Closing Date, this Agreement may be terminated by the Representatives by notice given to the Company if at any time: (i)Â trading or quotation in any of the Companyâ€™s securities shall have been suspended or limited by the Commission or by the NASDAQ, or trading in securities generally on either the NASDAQ or the New York Stock Exchange shall have been suspended or limited, or minimum or maximum prices shall have been generally established on any of such stock exchanges; (ii)Â a general banking moratorium shall have been declared by any federal, New York, Cayman Islands or PRC authorities; (iii)Â there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in United Statesâ€™ or international political, financial or economic conditions, as in the judgment of the Representatives is material and adverse and makes it impracticable to market the Offered Securities in the manner and on the terms described in the Time of Sale Prospectus or the Prospectus or to enforce contracts for the sale of securities; (iv)Â in the judgment of the Representatives, there shall have occurred any Material Adverse Change; or (v)Â the Company shall have sustained a loss by strike, fire, flood, earthquake, accident or other calamity of such character as in the judgment of the Representatives may interfere materially with the conduct of the business and operations of the Company regardless of whether or not such loss shall have been insured. Any termination pursuant to this SectionÂ 12 shall be without liability on the part of (a)Â the Company to any Underwriter, except that the Company shall be obligated to reimburse the expenses of the Representatives and the Underwriters pursuant to SectionÂ 4 or SectionÂ 7Â hereof or (b)Â any Underwriter to the Company; provided, however, that the provisions of SectionÂ 9 and SectionÂ 10 shall at all times be effective and shall survive such termination. Â 39Â Â Â SectionÂ 13.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯No Advisory or Fiduciary Relationship. The Company acknowledges and agrees that (a)Â the purchase and sale of the Offered Securities pursuant to this Agreement, including the determination of the public offering price of the Offered Securities and any related discounts and commissions, is an armâ€™s-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, (b)Â in connection with the offering contemplated hereby and the process leading to such transaction, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or its shareholders, creditors, employees or any other party, (c)Â no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (d)Â the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, and (e)Â the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. Â SectionÂ 14.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Representations and Indemnities to Survive Delivery. The respective indemnities, agreements, representations, warranties and other statements of the Company, of its officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of its or their partners, officers or directors or any controlling person, as the case may be, and, anything herein to the contrary notwithstanding, will survive delivery of and payment for the Offered Securities sold hereunder and any termination of this Agreement. Â SectionÂ 15.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Notices. All communications hereunder shall be in writing and shall be mailed, hand delivered or telecopied and confirmed to the parties hereto as follows: Â If to the Representatives:â€¯Goldman SachsÂ & Co. LLCÂ 200 West StreetÂ New York, New York 10282-2198Â Attention: Registration Department Â Morgan StanleyÂ & Co. LLCÂ 1585 BroadwayÂ New York, New York 10036Â Attention: Equity Syndicate Desk Â Jefferies LLCÂ 520 Madison Avenue New York, New York 10022 Facsimile: (646) 619-4437 Attention: General Counsel Â Leerink Partners LLCÂ 1301 Avenue of the Americas, 12th FloorÂ New York, New York 10019 Â with a copy to:â€¯LathamÂ & Watkins LLPÂ 12670 High Bluff DriveÂ San Diego, CA 92130Â Attention: Cheston Larson; Matt Bush Â If to the Company:â€¯Structure Therapeutics Inc.Â 611 Gateway Ave, SuiteÂ 900Â South San Francisco, CA 94080Â Attention: Raymond Stevens Â 40Â Â Â with a copy to:â€¯Cooley LLPÂ 10265 Science Center DriveÂ San Diego, CA 92121-1909Â Attention: Charlie Kim; Patrick Loofbourrow Â Any party hereto may change the address for receipt of communications by giving written notice to the others. Â SectionÂ 16.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto, including any substitute Underwriters pursuant to SectionÂ 11 hereof, and to the benefit of the affiliates, directors, officers, employees, agents and controlling persons referred to in SectionÂ 9 and SectionÂ 10, and in each case their respective successors and personal representatives, and no other person will have any right or obligation hereunder. The term â€œsuccessorsâ€ shall not include any purchaser of the Offered Securities as such from any of the Underwriters merely by reason of such purchase. Â SectionÂ 17.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Partial Unenforceability. The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable. Â SectionÂ 18.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Recognition of the U.S. Special Resolution Regimes. Â (a)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States. Â (b)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. Â For purposes of this Agreement, (A)Â â€œBHC Act Affiliateâ€ has the meaning assigned to the term â€œaffiliateâ€ in, and shall be interpreted in accordance with, 12 U.S.C. Â§ 1841(k); (B)Â â€œCovered Entityâ€ means any of the following: (i)Â a â€œcovered entityâ€ as that term is defined in, and interpreted in accordance with, 12 C.F.R. Â§ 252.82(b); (ii)Â a â€œcovered bankâ€ as that term is defined in, and interpreted in accordance with, 12 C.F.R. Â§ 47.3(b); or (iii)Â a â€œcovered FSIâ€ as that term is defined in, and interpreted in accordance with, 12 C.F.R. Â§ 382.2(b); (C)Â â€œDefault Rightâ€ has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. Â§Â§ 252.81, 47.2 or 382.1, as applicable; and (D)Â â€œU.S. Special Resolution Regimeâ€ means each of (i)Â the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii)Â Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder. Â 41Â Â Â SectionÂ 19.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Governing Law Provisions. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby (â€œRelated Proceedingsâ€) may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the â€œSpecified Courtsâ€), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court (a â€œRelated Judgmentâ€), as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such partyâ€™s address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum. The Company irrevocably appoints Raymond Stevens, Ph.D., in his capacity as Chief Executive Officer, and any successor thereto, at Structure Therapeutics Inc., located at 611 Gateway Blvd., SuiteÂ 900, South San Francisco, California 94080, as its authorized agent upon which process may be served in any such suit or proceeding, and agrees that service of process upon such authorized agent, and written notice of such service to the Company, as the case may be, by the person serving the same to the address provided in this Section, shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company hereby represents and warrants that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such authorized agent in full force and effect. Â With respect to any Related Proceeding, each party irrevocably waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, service of process, attachment (both before and after judgment) and execution to which it might otherwise be entitled in the Specified Courts, and with respect to any Related Judgment, each party waives any such immunity in the Specified Courts or any other court of competent jurisdiction, and will not raise or claim or cause to be pleaded any such immunity at or in respect of any such Related Proceeding or Related Judgment, including, without limitation, any immunity pursuant to the United States Foreign Sovereign Immunities Act of 1976, as amended. Â The obligations of the Company pursuant to this Agreement in respect of any sum due to any Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first business day following receipt by any Underwriter of any sum adjudged to be so due in such other currency, on which such Underwriter may in accordance with normal banking procedures purchase United States dollars with such other currency. If the United States dollars so purchased are less than the sum originally due to such Underwriter in United States dollars hereunder, the Company agrees as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter against such loss. If the United States dollars so purchased are greater than the sum originally due to such Underwriter hereunder, such Underwriter agrees to pay to the Company an amount equal to the excess of the United States dollars so purchased over the sum originally due to such Underwriter hereunder. Â All payments made by the Company under this Agreement, if any, will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (other than taxes on net income) imposed or levied by or on behalf of the Cayman Islands or the PRC or any political subdivision or any taxing authority thereof or therein unless the Company is or becomes required by law to withhold or deduct such taxes, duties, assessments or other governmental charges. In such event, the Company will pay such additional amounts as will result, after such withholding or deduction, in the receipt by each Underwriter and each person controlling any Underwriter, as the case may be, of the amounts that would otherwise have been receivable in respect thereof. Â 42Â Â Â SectionÂ 20.â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯General Provisions. This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a â€œ.pdfâ€ format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or â€œ.pdfâ€ signature pageÂ were an original thereof. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. Â Each of the parties hereto acknowledges that it is a sophisticated business person who was adequately represented by counsel during negotiations regarding the provisions hereof, including, without limitation, the indemnification provisions of SectionÂ 9 and the contribution provisions of SectionÂ 10, and is fully informed regarding said provisions. Each of the parties hereto further acknowledges that the provisions of SectionÂ 9 andÂ SectionÂ 10 hereof fairly allocate the risks in light of the ability of the parties to investigate the Company, its affairs and its business in order to assure that adequate disclosure has been made in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, each free writing prospectus and the Prospectus (and any amendments and supplements to the foregoing), as contemplated by the Securities Act and the Exchange Act. Â [Signature PagesÂ Follow] Â 43Â Â Â If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms. Â Â Very truly yours, Â Â Â STRUCTURE THERAPEUTICS INC. Â Â Â Â Â By: Â Â Â Name: Â Â Â Title: Â Â [Signature Pages to Underwriting Agreement] Â Â Â Â The foregoing Underwriting Agreement is hereby confirmed and accepted by the Representatives in New York, New York as of the date first above written. Â GOLDMAN SACHSÂ & CO. LLC Â MORGAN STANLEYÂ & CO. LLC Â JEFFERIES LLC Â LEERINK PARTNERS LLC Â Acting individually and as Representatives of the several Underwriters named Â in the attached Schedule A. Â Â Â GOLDMAN SACHSÂ & CO. LLC Â Â Â By: Â Â Â Name: Â Â Â Title: Â Â Â Â MORGAN STANLEYÂ & CO. LLC Â Â Â By: Â Â Â Name: Â Â Â Title: Â Â Â Â JEFFERIES LLC Â Â Â By: Â Â Â Name: Â Â Â Title: Â Â Â Â LEERINK PARTNERS LLC Â Â Â By: Â Â Â Name: Â Â Â Title: Â Â Â [Signature Pages to Underwriting Agreement] Â Â Â Â Schedule A Â UnderwritersÂ Number of Firm ADSs to be PurchasedÂ Number of Pre-Funded Warrants to be Purchased Goldman Sachs & Co. LLCâ€¯â€¯Â [Â·]Â [Â·] Morgan Stanley & Co. LLCâ€¯â€¯Â [Â·]Â [Â·] Jefferies LLCâ€¯â€¯Â [Â·]Â [Â·] Leerink Partners LLCâ€¯â€¯Â [Â·]Â [Â·] [Â·]Â [Â·]Â [Â·]Â [Â·] Totalâ€¯â€¯Â [Â·]Â [Â·] Â Â Â Â Schedule B Â Free Writing Prospectuses Included in the Time of Sale Prospectus Â [None.] Â Â Â Â Schedule C Â Permitted SectionÂ 5(d)Â Communications Â All written communications presented to potential investors in reliance on SectionÂ 5(d)Â of the U.S. Securities Act of 1933, as amended, and submitted to the U.S. Securities and Exchange Commission. Â Â Â Â ExhibitÂ A Â FormÂ of Lock-up Agreement Â Dated: Â Â Â Goldman SachsÂ & Co. LLCÂ Morgan StanleyÂ & Co. LLCÂ Jefferies LLCÂ Leerink Partners LLCÂ As Representatives of the Several Underwriters Â c/o Goldman SachsÂ & Co. LLCÂ 200 West StreetÂ New York, NY 10282 Â c/o Morgan StanleyÂ & Co. LLCÂ 1585 BroadwayÂ New York, NY 10036 Â c/o Jefferies LLC 520 Madison Avenue New York, New York 10022 Â c/o Leerink Partners LLCÂ 53 State Street, 40th FloorÂ Boston, MA 02109 Â RE:â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Structure Therapeutics Inc. (the â€œCompanyâ€) Â LadiesÂ & Gentlemen: Â The undersigned is an owner of ordinary shares, par value $0.0001 per share, of the Company (â€œSharesâ€) or of securities convertible into or exchangeable or exercisable for Shares. The Company proposes to conduct a public offering of Shares (the â€œOfferingâ€) for which Goldman SachsÂ & Co. LLC (â€œGoldman Sachsâ€), Morgan StanleyÂ & Co. LLC (â€œMorgan Stanleyâ€), Jefferies LLC (â€œJefferiesâ€) and Leerink Partners LLC (together with Goldman Sachs, Morgan Stanley and Jefferies, the â€œRepresentativesâ€) will act as the representatives of the underwriters. The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the â€œUnderwriting Agreementâ€) and other underwriting arrangements with the Company with respect to the Offering. Â Annex A sets forth definitions for capitalized terms used in this agreement that are not defined in the body of this agreement. Those definitions are a part of this agreement. Â A-1Â Â Â In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will cause any Family Member not to), subject to the exceptions set forth in this agreement, without the prior written consent of the Representatives, which may withhold their consent in their sole discretion: Â Â·Sell or Offer to Sell any Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in RuleÂ 13d-3 under the Exchange Act) by the undersigned or such Family Member, Â Â·enter into any Swap, Â Â·make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Shares or Related Securities, or cause to be filed a registration statement (except a registration statement on FormÂ S-8 under the Securities Act of 1933, as amended), prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration, or Â Â·publicly announce any intention to do any of the foregoing. Â A-2Â Â Â The foregoing restrictions will not apply to the registration of the offer and sale of the Shares, and the sale of the Shares to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to the transfer of Shares or Related Securities (i)Â if the undersigned is a natural person, to any transfers made by the undersigned (a)Â by gift, will or intestate succession to a Family Member, (b)Â to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member, or (c)Â as a bona fide gift to a charity or educational institution, if, in any such case, such transfer is not for value, (ii)Â if the undersigned is a corporation, partnership, limited liability company or other business entity, to any transfers to any shareholder, partner, or member of, or owner of a similar equity interest in, the undersigned, as the case may be, if, in any such case, such transfer is not for value, (iii)Â if the undersigned is a corporation, partnership, limited liability company or other business entity, to any transfer made by the undersigned to another corporation, partnership, limited liability company or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value, (iv)Â to Shares or Related Securities acquired in open market transactions after completion of the Offering, provided that no filing under the Exchange Act (other than reports filed under SectionÂ 13 of the Exchange Act) shall be required, and such transaction is not publicly announced (whether on FormÂ 4, FormÂ 5 or otherwise) during the Lock-Up Period and, if the filing of a report is required under SectionÂ 13 of the Exchange Act during the Lock-Up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership, (v)Â in connection with sales of the undersignedâ€™s Shares made pursuant to a 10b5-1 trading plan (â€œ10b5-1 Trading Planâ€) that is designed to comply with RuleÂ 10b5-1 under the Exchange Act (as such ruleÂ was in effect at the time any such trading plan was adopted) that has been entered into by the undersigned prior to the date of this agreement and provided to the Representatives and their counsel, provided that to the extent a public announcement or filing under the Exchange Act, if any, is required of the undersigned or the Company regarding any such sales, such announcement or filing shall include a statement to the effect that any sales were effected pursuant to such 10b5-1 Trading Plan and no other public announcement shall be required or shall be made voluntarily in connection with such sales; (vi)Â to the entry, by the undersigned, at any time on or after the date of the Underwriting Agreement, of a 10b5-1 Trading Plan, provided, however, that such plan does not provide for, or permit, the sale of any Shares during the Lock-Up Period, (vii)Â to any transfers made by the undersigned to the Company in connection with the exercise, vesting or settlement of options, warrants, or other rights to acquire Shares or Related Securities in accordance with their terms (including, in each case, by way of net exercise and/or to cover withholding tax obligations), (viii)Â to any transfer of Shares or Related Securities pursuant to a bona fide third-party tender offer for securities of the Company, merger, consolidation or other similar transaction made to all holders of the Companyâ€™s securities involving a Change of Control, which transaction is approved by the Board of Directors of the Company, provided that all of the undersignedâ€™s securities subject to this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement, and provided further that it shall be a condition of the transfer that if the tender offer, merger, consolidation or other such transaction is not completed, the undersignedâ€™s securities subject to this agreement shall remain subject to the restrictions herein, (ix)Â to any transfer of Shares by (A)Â operation of law pursuant to a court order or (B)Â a settlement agreement related to the distribution of assets in connection with the dissolution of a marriage or civil union; and (x)Â to any transfer of the undersignedâ€™s Shares or Related Securities to the Company in connection with (y)Â the termination of the undersignedâ€™s employment with the Company, or (z)Â pursuant to agreements under which the Company has the option to repurchase such shares; provided, however, that in any such case, it shall be a condition to such transfer that: Â Â·in the case of any transfer described in clause (i), (ii), (iii)Â or (ix)Â above, it shall be a condition to the transfer that each transferee executes and delivers to the Representatives an agreement in form and substance satisfactory to the Representatives stating that such transferee is receiving and holding such Shares and/or Related Securities subject to the provisions of this agreement and agrees not to Sell or Offer to Sell such Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this agreement except in accordance with this agreement (as if such transferee had been an original signatory hereto); Â Â·in the case of any transfer described in clause (i)(b), (ii), (iii)Â and (iv)Â above, prior to the expiration of the Lock-up Period, no public disclosure or filing under SectionÂ 16 of the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership in connection with such transfer; and Â Â·in the case of any transfer described in clause (i)(a), (i)(c), (vi), (vii), (viii), (ix)Â or (x)Â above, that any required filing under SectionÂ 16 of the Exchange Act shall indicate in the footnotes thereto that the filing relates to the circumstances described in such clause and no other public announcement shall be required or shall be made voluntarily in connection with such transfer. Â For avoidance of doubt, nothing in this agreement restricts or prohibits the undersigned from exercising any options or warrants to purchase Shares described in the final prospectus relating to the Offering (the â€œProspectusâ€) or the documents incorporated by reference therein (which exercises may be effected on a cashless basis to the extent the instruments representing such options or warrants permit exercises on a cashless basis), insofar as such option or warrant is outstanding as of the date of the Prospectus, or the vesting of an award of Shares or any related transfer of Shares to the Company in connection therewith, it being understood that any Shares issued upon such exercises will be subject to the restrictions of this agreement and provided, however, that (i)Â if the undersigned is required to file a report under SectionÂ 16(a)Â of the Exchange Act reporting a reduction in beneficial ownership of such options or warrants during the Lock-Up Period, the undersigned shall include a statement in such report to the effect that the disposition relates to the exercise of an option or warrant, as applicable, (ii)Â no other public announcement or filing is voluntarily made regarding such exercise during the Lock-Up Period and (iii)Â the Shares received upon exercise are subject to the restrictions of this agreement. Â A-3Â Â Â The undersigned also agrees and consents to the entry of stop transfer instructions with the Companyâ€™s transfer agent and registrar against the transfer of Shares or Related Securities held by the undersigned and the undersignedâ€™s Family Members, if any, except in compliance with the foregoing restrictions. Â With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including those rights set forth in any registration rights agreement or investorsâ€™ rights agreement to which the undersigned and the Company may be a party, and any rights to receive notice of the Offering. Â The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the Shares. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action. Â The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. Â If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or â€œgroupâ€ (within the meaning of SectionÂ 13(d)(3)Â of the Exchange Act), other than a natural person, entity or â€œgroupâ€ (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned. Â If (i)(a)Â prior to the execution of the Underwriting Agreement, the Company notifies the Representatives in writing that it does not intend to proceed with the Offering or (b)Â prior to the execution of the Underwriting Agreement, the Representatives notify the Company in writing that the underwriters do not intend to proceed with the Offering, (ii)Â the Underwriting Agreement is not executed by JuneÂ 30, 2024 (provided, however, that the undersigned agrees that this agreement shall be automatically extended by one month if the Company provides written notice to the undersigned that the Company is still pursuing the Offering), (iii)Â the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated for any reason prior to payment for and delivery of any Shares to be sold thereunder, or (iv)Â the registration statement filed with the SEC in connection with the Offering is withdrawn, then this agreement shall immediately be terminated and the undersigned shall automatically be released from all of his, her or its obligations under this agreement. Â The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this agreement. This agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned. Â This agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Â A-4Â Â Â Signature Â Â Â Printed Name of Person Signing Â Â Â (Indicate capacity of person signing if signing as custodian or trustee, or on Â behalf of an entity) Â Â A-5Â Â Â Annex A Â Certain Defined Terms Used in Lock-up Agreement Â For purposes of the agreement to which this Annex A is attached and of which it is made a part: Â Â·â€œAffiliateâ€ shall have the meaning set forth in RuleÂ 405 under the Securities Act. Â Â·â€œCall Equivalent Positionâ€ shall have the meaning set forth in RuleÂ 16a-1(b)Â under the Exchange Act. Â Â·â€œChange of Controlâ€ shall mean any bona fide third party tender offer, merger, consolidation or other similar transaction, in one transaction or a series of related transactions, the result of which is that any â€œpersonâ€ (as defined in SectionÂ 13(d)(3)Â of the Exchange Act), or group of persons, other than the Company or its subsidiaries, becomes the beneficial owner (as defined in RulesÂ 13d-3 and 13d-5 of the Exchange Act) of 50% or more of the total voting power of the voting shares of the Company (or the surviving entity). Â Â·â€œExchange Actâ€ shall mean the Securities Exchange Act of 1934, as amended. Â Â·â€œFamily Memberâ€ shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersignedâ€™s spouse, in each case living in the undersignedâ€™s household or whose principal residence is the undersignedâ€™s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise). â€œImmediate family memberâ€ as used above shall have the meaning set forth in RuleÂ 16a-1(e)Â under the Exchange Act. Â Â·â€œLock-up Periodâ€ shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement). Â Â·â€œPut Equivalent Positionâ€ shall have the meaning set forth in RuleÂ 16a-1(h)Â under the Exchange Act. Â Â·â€œRelated Securitiesâ€ shall mean any options or warrants or other rights to acquire Shares or any securities exchangeable or exercisable for or convertible into Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into Shares. Â Â·â€œSecurities Actâ€ shall mean the Securities Act of 1933, as amended. Â Â·â€œSell or Offer to Sellâ€ shall mean to: Â 1.sell, offer to sell, contract to sell or lend, Â 2.effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position Â 3.pledge, hypothecate or grant any security interest in, or Â 4.in any other way transfer or dispose of, Â â€¯in each case whether effected directly or indirectly. Â A-6Â Â Â Â·â€œSwapâ€ shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise. Â Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this lock-up agreement. Â A-7Â Â Â ExhibitÂ B Â Directors, Officers and Others Signing Lock-up Agreement Â Directors: Â Â·Raymond Stevens, Ph.D. Â·Daniel Welch Â·Eric Dobmeier Â·Sharon Tetlow Â·Joanna Waldstreicher, M.D. Â·Ted Love, M.D. Â·Ramy Farid, Ph.D. Â Officers: Â Â·Raymond Stevens, Ph.D. Â·Jun Yoon Â·Xichen Lin, Ph.D. Â·Yingli Ma, Ph.D. Â·Mark Bach, M.D., Ph.D. Â B-1 EX-4.5 3 tm2414821d6_ex4-5.htm EXHIBIT 4.5 Â Exhibit 4.5 Â STRUCTURE THERAPEUTICS INC. Â FORMÂ OF PRE-FUNDED WARRANT TO PURCHASE ORDINARY SHARES REPRESENTED BY AMERICAN DEPOSITARY SHARES Â Â Â Number of Warrant ADSs: [ ] Â Â (subject to adjustment) Â Â Â Warrant No.Â [ ] Â Original Issue Date: [ ], 2024 Â Structure Therapeutics Inc., an exempted company incorporated in the Cayman Islands with limited liability (the â€œCompanyâ€), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [ ] or its registered assigns (the â€œHolderâ€), is entitled, subject to the terms set forth below, to purchase from the Company up to a total of [ ] ordinary shares, $0.0001 par value per share (the â€œOrdinary Sharesâ€), of the Company, represented by [ ] American Depositary Shares (â€œADSsâ€), each three (3)Â Ordinary Shares represented by one (1)Â ADS (such shares, the "Warrant Shares", and the ADSs issuable hereunder, the â€œWarrant ADSsâ€), at an exercise price per share equal to $0.0001 per share (as adjusted from time to time as provided in SectionÂ 9, the â€œExercise Priceâ€), upon surrender of this Pre-Funded Warrant to Purchase Ordinary Shares Represented by American Depositary Shares (the â€œWarrantâ€) at any time and from time to time on or after the date hereof (the â€œOriginal Issue Dateâ€), subject to the following terms and conditions: Â 1. Definitions. For purposes of this Warrant, the following terms shall have the following meanings: Â (a)Â â€œAffiliateâ€ means any Person directly or indirectly controlled by, controlling or under common control with, a Holder, but only for so long as such control shall continue. For purposes of this definition, â€œcontrolâ€ (including, with correlative meanings, â€œcontrolled byâ€, â€œcontrollingâ€ and â€œunder common control withâ€) means, with respect to a Person, possession, direct or indirect, of (a)Â the power to direct or cause direction of the management and policies of such Person (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise), or (b)Â at least 50% of the voting securities (whether directly or pursuant to any option, warrant or other similar arrangement) or other comparable equity interests. Â (b)â€¯â€¯â€œCommissionâ€ means the United States Securities and Exchange Commission. Â (c)â€¯â€¯â€œClosing Sale Priceâ€ means, for any security as of any date, the last trade price for such security on the Principal Trading Market for such security, as reported by Bloomberg Financial Markets, or, if such Principal Trading Market begins to operate on an extended hours basis and does not designate the last trade price, then the last trade price of such security prior to 4:00 P.M., New York City time, as reported by Bloomberg Financial Markets, or if the foregoing do not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg Financial Markets, or, if no last trade price is reported for such security by Bloomberg Financial Markets, the average of the bid and ask prices, of any market makers for such security as reported in the â€œpink sheetsâ€ by Pink Sheets LLC. If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then the Board of Directors of the Company shall use its good faith judgment to determine the fair market value. The Board of Directorsâ€™ determination shall be binding upon all parties absent demonstrable error. All such determinations shall be appropriately adjusted for any dividend, share split, share combination or other similar transaction during the applicable calculation period. Â (d)â€¯â€¯â€œDepositaryâ€ means JPMorgan Chase Bank, N.A., the current depositary bank of the Companyâ€™s ADSs, with a mailing address of 383 Madison Avenue, Floor 11, New York, New York, 10179 and an email address of DR_Global_CSM@jpmorgan.com, and any successor depositary bank of the Company. Â (e)â€¯â€¯â€œPrincipal Trading Marketâ€ means the national securities exchange or other trading market on which the ADSs are primarily listed on and quoted for trading, which, as of the Original Issue Date, shall be the Nasdaq Global Market. Â (f)â€¯â€¯â€œRegistration Statementâ€ means the Companyâ€™s Registration Statement on FormÂ S-1, as may be amended from time to time (File No.Â 333-[â€¯â€¯â€¯â€¯â€¯â€¯]). Â Â Â Â (g)â€¯â€¯â€œSecurities Actâ€ means the Securities Act of 1933, as amended. Â (h)â€¯â€¯â€œTrading Dayâ€ means any weekday on which the Principal Trading Market is normally open for trading. Â 2. Issuance of Securities; Registration of Warrants. The Warrant, as initially issued by the Company, is offered and sold pursuant to the Registration Statement. As of the Original Issue Date, the Warrant ADSs are issuable under the Registration Statement. Accordingly, the Warrant and, assuming issuance pursuant to the Registration Statement or an exchange meeting the requirements of SectionÂ 3(a)(9)Â of the Exchange Act as in effect on the Original Issue Date, the Warrant ADSs, are not â€œrestricted securitiesâ€ under RuleÂ 144 promulgated under the Securities Act. The Company shall register ownership of this Warrant, upon records to be maintained by the Company for that purpose (the â€œWarrant Registerâ€), in the name of the record Holder (which shall include the initial Holder or, as the case may be, any assignee to which this Warrant is assigned hereunder) from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary. Â 3. Registration of Transfers. Subject to compliance with all applicable securities laws, the Company shall register the transfer of all or any portion of this Warrant in the Warrant Register, upon surrender of this Warrant, and payment for all applicable transfer taxes (if any). Upon any such registration or transfer, a new warrant to purchase Ordinary Shares represented by ADSs in substantially the form of this Warrant (any such new warrant, a â€œNew Warrantâ€) evidencing the portion of this Warrant so transferred shall be issued to the transferee, and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations in respect of the New Warrant that the Holder has in respect of this Warrant. The Company shall prepare, issue and deliver at the Companyâ€™s own expense any

New Warrant under this SectionÂ 3. Until due presentment for registration of transfer, the Company may treat the registered Holder hereof as the owner and holder for all purposes, and the Company shall not be affected by any notice to the contrary. Â 4. Exercise and Duration of Warrants. Â (a)â€¯â€¯All or any part of this Warrant shall be exercisable by the registered Holder in any manner permitted by SectionÂ 10 of this Warrant at any time and from time to time on or after the Original Issue Date. Â (b)â€¯â€¯The Holder may exercise this Warrant by delivering to the Company (i)Â an exercise notice, in the form attached as Schedule 1 hereto (the â€œExercise Noticeâ€), completed and duly signed, and (ii)Â payment of the Exercise Price for the number of Warrant ADSs as to which this Warrant is being exercised (which may take the form of a â€œcashless exerciseâ€ if so indicated in the Exercise Notice pursuant to SectionÂ 10), and the date on which the last of such items is delivered to the Company (as determined in accordance with the notice provisions hereof) is an â€œExercise Date.â€ The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder. Execution and delivery of the Exercise Notice shall have the same effect as cancellation of the original Warrant and issuance of a New Warrant evidencing the right to purchase the remaining number of Warrant ADSs, if any. Â 5. Delivery of Warrant ADSs. Â (a)â€¯ Upon exercise of this Warrant, the Company shall promptly (but in no event later than two Trading Days after the Exercise Date), upon the request of the Holder, cause its registrar to deposit the Warrant Shares subject to such exercise with the Depositary and instruct the Depositary to credit the account of the Holderâ€™s or its designeeâ€™s balance account with The Depository Trust Company (â€œDTCâ€) through its Deposit Withdrawal Agent Commission system, if the Depositary is then a participant in such system and either (A)Â there is an effective registration statement permitting the issuance of the Warrant ADSs to or resale of the Warrant ADSs by Holder or (B)Â the Warrant ADSs are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to RuleÂ 144 (assuming cashless exercise of the Warrants), and otherwise by physical delivery of a certificate, for the number of Warrant ADSs to which the Holder is entitled pursuant to such exercise to the address as specified in the Exercise Notice. The Holder, or any natural person or legal entity (each, a â€œPersonâ€) so designated by the Holder to receive Warrant ADSs, shall be deemed to have become the holder of record of such Warrant ADSs as of the Exercise Date, irrespective of the date such Warrant ADSs are delivered. Â (b)â€¯ If by the close of the second Trading Day after the Exercise Date, the Company fails to cause the Depositary to deliver to the Holder the Warrant ADSs in the manner required pursuant to SectionÂ 5(a), and if after such second Trading Day and prior to the receipt of such Warrant ADSs, the Holder purchases (in an open market transaction or otherwise) ADSs to deliver in satisfaction of a sale by the Holder of the Warrant ADSs which the Holder anticipated receiving upon such exercise (a â€œBuy-Inâ€), then the Company shall, within two Trading Days after the Holderâ€™s request and in the Holderâ€™s sole discretion, either (1)Â pay in cash to the Holder an amount equal to the Holderâ€™s total purchase price (including brokerage commissions, if any) for the ADSs so purchased, at which point the Companyâ€™s obligation to deliver such Warrant ADSs shall terminate or (2)Â promptly honor its obligation to deliver to the Holder Warrant ADSs and pay cash to the Holder in an amount equal to the excess (if any) of Holderâ€™s total purchase price (including brokerage commissions, if any) for the ADSs so purchased in the Buy-In over the product of (A)Â the number ADSs purchased in the Buy-In, times (B)Â the Closing Sale Price of an ADS on the Exercise Date. Â 2Â Â Â (c)â€¯ To the extent permitted by law and subject to SectionÂ 5(b), the Companyâ€™s obligations to issue and deliver Warrant ADSs in accordance with and subject to the terms hereof (including the limitations set forth in SectionÂ 11) are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance that might otherwise limit such obligation of the Company to the Holder in connection with the issuance of Warrant ADSs. Subject to SectionÂ 5(b), nothing herein shall limit the Holderâ€™s right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Companyâ€™s failure to timely deliver Warrant ADSs upon exercise of the Warrant as required pursuant to the terms hereof. Â 6. Charges, Taxes and Expenses. Issuance and delivery of Warrant ADSs upon exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax or other incidental tax or expense (excluding any applicable stamp duties) in respect of the issuance of such Warrant ADSs, all of which taxes and expenses shall be paid by the Company; provided, however, that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the registration of any Warrant ADSs or the Warrants in a name other than that of the Holder or an Affiliate thereof. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant ADSs upon exercise hereof. Â 7. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction (in such case) and, in each case, a customary and reasonable indemnity and surety bond, if requested by the Company. Applicants for a New Warrant under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Company may prescribe. If a New Warrant is requested as a result of a mutilation of this Warrant, then the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Companyâ€™s obligation to issue the New Warrant. Â 8. Reservation of Warrant ADSs. The Company covenants that it will, at all times while this Warrant is outstanding, reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved shares, solely for the purpose of enabling it to issue Warrant ADSs upon exercise of this Warrant as herein provided, the number of Warrant Shares that are initially issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other contingent purchase rights of persons other than the Holder (taking into account the adjustments and restrictions of SectionÂ 9). The Company covenants that all Warrant ADSs so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and non-assessable. The Company will take all such action as may be reasonably necessary to assure that such ADSs may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of any securities exchange or automated quotation system upon which the ADSs may be listed. The Company further covenants that it will not, without the prior written consent of the Holder, take any actions to increase the par value of the Ordinary Shares issuable upon the exercise of Warrant ADSs at any time while this Warrant is outstanding. Â 9. Certain Adjustments. The Exercise Price and number of Warrant ADSs issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this SectionÂ 9. Â (a)â€¯ Share and ADS Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i)Â pays a share or ADS dividend or otherwise makes a distribution or distributions on ADSs or any other equity or equity equivalent securities payable in Ordinary Shares or ADSs (which, for avoidance of doubt, shall not include any ADSs issued by the Company upon exercise of this Warrant), (ii)Â subdivides its outstanding Ordinary Shares or ADSs into a larger number of shares or ADSs, (iii)Â combines its outstanding Ordinary Shares or ADSs into a smaller number of shares or ADSs or (iv)Â issues by reclassification of Ordinary Shares, ADSs or any shares of equity of the Company, then in each such case the Exercise Price shall be multiplied by a fraction, the numerator of which shall be the number of Ordinary Shares or ADSs outstanding immediately before such event and the denominator of which shall be the number of Ordinary Shares or ADSs outstanding immediately after such event, and the number of ADSs issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to clause (i)Â of this paragraph shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution, provided, however, that if such record date shall have been fixed and such dividend is not fully paid on the date fixed therefor, the Exercise Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Exercise Price shall be adjusted pursuant to this paragraph as of the time of actual payment of such dividends. Any adjustment pursuant to clause (ii)Â or (iii)Â of this paragraph shall become effective immediately after the effective date of such subdivision or combination. Â 3Â Â Â (b)â€¯ Pro Rata Distributions. If the Company, at any time while this Warrant is outstanding, distributes to all holders of Ordinary Shares or ADSs for no consideration (i)Â evidences of its indebtedness, (ii)Â any security (other than a distribution of Ordinary Shares or ADSs covered by the preceding paragraph) or (iii)Â rights or warrants to subscribe for or purchase any security, or (iv)Â cash or any other asset (in each case, â€œDistributed Propertyâ€), then, upon any exercise of this Warrant that occurs after the record date fixed for determination of shareholders entitled to receive such distribution, the Holder shall be entitled to receive, in addition to the Warrant ADSs otherwise issuable upon such exercise (if applicable), the Distributed Property that such Holder would have been entitled to receive in respect of such number of Warrant ADSs had the Holder been the record holder of such Warrant ADSs immediately prior to such record date without regard to any limitation on exercise contained therein. Â (c)â€¯ Fundamental Transactions. If, at any time while this Warrant is outstanding (i)Â the Company effects any merger or consolidation of the Company with or into another Person, in which the Company is not the surviving entity and in which the shareholders of the Company immediately prior to such merger or consolidation do not own, directly or indirectly, at least 50% of the voting power of the surviving entity immediately after such merger or consolidation, (ii)Â the Company effects any sale to another Person of all or substantially all of its assets in one transaction or a series of related transactions, (iii)Â pursuant to any tender offer or exchange offer (whether by the Company or another Person), holders of equity tender shares representing more than 50% of the voting power of the equity of the Company and the Company or such other Person, as applicable, accepts such tender for payment, (iv)Â the Company consummates a share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of the voting power of the equity of the Company (except for any such transaction in which the shareholders of the Company immediately prior to such transaction maintain, in substantially the same proportions, the voting power of such Person immediately after the transaction) or (v)Â the Company effects any reclassification of Ordinary Shares or any compulsory share exchange pursuant to which the Ordinary Shares are effectively converted into or exchanged for other securities, cash or property (other than as a result of a subdivision or combination of Ordinary Shares or ADSs covered by SectionÂ 9(a)) (in any such case, a â€œFundamental Transactionâ€), then following such Fundamental Transaction the Holder shall have the right to receive, upon exercise of this Warrant, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of Warrant ADSs then issuable upon exercise in full of this Warrant without regard to any limitations on exercise contained herein (the â€œAlternate Considerationâ€). The Company shall not effect any Fundamental Transaction in which the Company is not the surviving entity or the Alternate Consideration includes securities of another Person unless (i)Â the Alternate Consideration is solely cash and the Company provides for the simultaneous â€œcashless exerciseâ€ of this Warrant pursuant to SectionÂ 10 or (ii)Â prior to or simultaneously with the consummation thereof, any successor to the Company, surviving entity or other Person (including any purchaser of assets of the Company) shall assume the obligation to deliver to the Holder such

Alternate Consideration as, in accordance with the foregoing provisions, the Holder may be entitled to receive, and the other obligations under this Warrant. The provisions of this paragraph (c)Â shall similarly apply to subsequent transactions analogous of a Fundamental Transaction type. Â (d)â€¯ Number of Warrant ADSs. Simultaneously with any adjustment to the Exercise Price pursuant to SectionÂ 9, the number of Warrant ADSs that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the increased or decreased number of Warrant ADSs shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment. Â 4Â Â Â (e)â€¯ Calculations. All calculations under this SectionÂ 9 shall be made to the nearest one-tenth of one cent or the nearest share, as applicable. Â (f)â€¯ Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this SectionÂ 9, the Company at its expense will, at the written request of the Holder, promptly compute such adjustment, in good faith, in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number or type of Warrant ADSs or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder. Â (g)â€¯ Notice of Corporate Events. If, while this Warrant is outstanding, the Company (i)Â declares a dividend or any other distribution of cash, securities or other property in respect of its Ordinary Shares or ADSs, including, without limitation, any granting of rights or warrants to subscribe for or purchase any equity of the Company or any subsidiary, (ii)Â authorizes or approves, enters into any agreement contemplating or solicits shareholder approval for any Fundamental Transaction or (iii)Â authorizes the voluntary dissolution, liquidation or winding up of the affairs of the Company, then, except if such notice and the contents thereof shall be deemed to constitute material non-public information, the Company shall deliver to the Holder a notice of such transaction at least 10 days prior to the applicable record or effective date on which a Person would need to hold Ordinary Shares or ADSs in order to participate in or vote with respect to such transaction; provided, however, that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be described in such notice. In addition, if while this Warrant is outstanding, the Company authorizes or approves, enters into any agreement contemplating or solicits shareholder approval for any Fundamental Transaction contemplated by SectionÂ 9(c), other than a Fundamental Transaction under clause (iii)Â of SectionÂ 9(c), the Company shall deliver to the Holder a notice of such Fundamental Transaction at least 30 days prior to the date such Fundamental Transaction is consummated. Holder agrees to maintain any information disclosed pursuant to this SectionÂ 9(g)Â in confidence until such information is publicly available, and shall comply with applicable law with respect to trading in the Companyâ€™s securities following receipt any such information. Â 10. Payment of Exercise Price. Notwithstanding anything contained herein to the contrary, the Holder may, in its sole discretion, satisfy its obligation to pay the Exercise Price through a â€œcashless exerciseâ€, in which event the Company shall issue to the Holder the number of Warrant ADSs in an exchange of securities effected pursuant to SectionÂ 3(a)(9)Â of the Securities Act, as determined as follows: Â X = Y [(A-B)/A] Â where: Â â€œXâ€ equals the number of Warrant ADSs to be issued to the Holder; Â â€œYâ€ equals the total number of Warrant ADSs with respect to which this Warrant is then being exercised; Â â€œAâ€ equals the Closing Sale Prices of the ADSs (as reported by Bloomberg Financial Markets) as of the Trading Day on the date immediately preceding the Exercise Date; and Â â€œBâ€ equals the Exercise Price then in effect for the applicable Warrant ADSs at the time of such exercise. Â For purposes of RuleÂ 144 promulgated under the Securities Act, it is intended, understood and acknowledged that the Warrant ADSs issued in a â€œcashless exerciseâ€ transaction shall be deemed to have been acquired by the Holder, and the holding period for the Warrant ADSs shall be deemed to have commenced, on the date this Warrant was originally issued (provided that the Commission continues to take the position that such treatment is proper at the time of such exercise). In the event that the Registration Statement or another registration statement registering the issuance of Warrant ADSs is, for any reason, not effective at the time of exercise of this Warrant, then the Warrant may only be exercised through a cashless exercise, as set forth in this SectionÂ 10. Except as set forth in SectionÂ 5(b)Â (Buy-In remedy) and SectionÂ 12 (payment of cash in lieu of fractional ADSs), in no event will the exercise of this Warrant be settled in cash. Â 5Â Â Â 11. Limitations on Exercise. Â (a)â€¯â€¯Notwithstanding anything to the contrary contained herein, the Company shall not effect any exercise of this Warrant, and the Holder shall not be entitled to exercise this Warrant for a number of Warrant ADSs in excess of that number of ADSs which, upon giving effect or immediately prior to such exercise, would cause (i)Â the aggregate number of Ordinary Shares or ADSs beneficially owned by the Holder and its Affiliates and any other Persons whose beneficial ownership of Ordinary Shares or ADSs would be aggregated with the Holderâ€™s for purposes of SectionÂ 13(d)Â of the Exchange Act, to exceed [4.99][9.99]% (the â€œMaximum Percentageâ€) of the total number of issued and outstanding Ordinary Shares or ADSs of the Company following such exercise, or (ii)Â the combined voting power of the securities of the Company beneficially owned by the Holder and its Affiliates and any other Persons whose beneficial ownership of Ordinary Shares or ADSs would be aggregated with the Holderâ€™s for purposes of SectionÂ 13(d)Â of the Exchange Act to exceed [4.99][9.99]% of the combined voting power of all of the securities of the Company then outstanding following such exercise. For purposes of this Warrant, in determining the number of outstanding Ordinary Shares or ADSs, the Holder may rely on the number of outstanding Ordinary Shares or ADSs as reflected in (x)Â the Companyâ€™s most recent FormÂ 10-Q or FormÂ 10-K, as the case may be, filed with the Commission prior to the date hereof, (y)Â a more recent public announcement by the Company or (z)Â any other notice by the Company setting forth the number of Ordinary Shares or ADSs outstanding. Upon the written request of the Holder, the Company shall within three Trading Days confirm in writing or by electronic mail to the Holder the number of Ordinary Shares or ADSs then outstanding. In any case, the number of outstanding Ordinary Shares or ADSs shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder since the date as of which such number of outstanding Ordinary Shares or ADSs was reported. By written notice to the Company, the Holder may from time to time increase or decrease the Maximum Percentage to any other percentage specified in such notice; provided that any such increase will not be effective until the 61st day after such notice is delivered to the Company. For purposes of this SectionÂ 11(a), the aggregate number of Ordinary Shares or voting securities beneficially owned by the Holder and its Affiliates and any other Persons whose beneficial ownership of Ordinary Shares would be aggregated with the Holderâ€™s for purposes of SectionÂ 13(d)Â of the Exchange Act shall include the Ordinary Shares or ADSs issuable upon the exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Ordinary Shares or ADSs which would be issuable upon (x)Â exercise of the remaining unexercised and non-cancelled portion of this Warrant by the Holder and (y)Â exercise or conversion of the unexercised, non-converted or non-cancelled portion of any other securities of the Company that do not have voting power (including without limitation any securities of the Company which would entitle the holder thereof to acquire at any time Ordinary Shares or ADSs, including without limitation any debt, preferred shares, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Ordinary Shares or ADSs), is subject to a limitation on conversion or exercise analogous to the limitation contained herein and is beneficially owned by the Holder or any of its Affiliates and other Persons whose beneficial ownership of Ordinary Shares or ADSs would be aggregated with the Holderâ€™s for purposes of SectionÂ 13(d)Â of the Exchange Act. Â (b)â€¯ This SectionÂ 11 shall not restrict the number of Ordinary Shares or ADSs a Holder may receive or beneficially own in order to determine the amount of securities or other consideration that such Holder may receive in the event of a Fundamental Transaction as contemplated in SectionÂ 9(c)Â of this Warrant. Â 6Â Â Â 12. No Fractional Shares. No fractional Warrant ADSs will be issued in connection with any exercise of this Warrant. In lieu of any fractional shares that would otherwise be issuable, the number of Warrant ADSs to be issued shall be rounded down to the next whole number and the Company shall pay the Holder in cash the fair market value (based on the Closing Sale Price) for any such fractional shares. Â 13. Notices. Any and all notices or other communications or deliveries hereunder (including, without limitation, any Exercise Notice) shall be in writing and shall be deemed given and effective on the earliest of (i)Â the date of transmission, if such notice or communication is delivered via facsimile or confirmed e-mail at the facsimile number or e-mail address specified in the books and records of the Company prior to 5:30 P.M., New York City time, on a Trading Day, (ii)Â the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile or confirmed e-mail at the facsimile number or e-mail address specified in the books and records of the Company on a day that is not a Trading Day or later than 5:30 P.M., New York City time, on any Trading Day, (iii)Â the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service specifying next business day delivery, or (iv)Â upon actual receipt by the Person to whom such notice is required to be given, if by hand delivery. Â 14. Warrant Agent. The Company shall initially serve as warrant agent under this Warrant. Upon 30 daysâ€™ notice to the Holder, the Company may appoint a new warrant agent. Any corporation into which the Company or any new warrant agent may be merged or any corporation resulting from any consolidation to which the Company or any new warrant agent shall be a party or any corporation to which the Company or any new warrant agent transfers substantially all of its corporate trust or shareholders services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holderâ€™s last address as shown on the Warrant Register. Â 15. Miscellaneous. Â (a)â€¯ No Rights as a Shareholder or ADS Holder. The Holder, solely in such Personâ€™s capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in such Personâ€™s capacity as the Holder of this Warrant, any of the rights of a shareholder, or ADS holder, of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of shares, reclassification of shares, consolidation, merger, amalgamation, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant ADSs which such Person is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a shareholder or ADS holder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Â (b)â€¯ Authorized Shares. Â (i)â€¯ Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (a)Â not increase the par value of any Ordinary Shares issuable upon the exercise of Warrant ADSs above the amount payable therefor upon such exercise immediately prior to such increase in par value, (b)Â take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable Warrant ADSs upon the exercise of this Warrant, and (c)Â use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Warrant. Â (ii)â€¯ Before taking any action that would result in an adjustment in the number of Warrant ADSs for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof. Â 7Â Â Â (c)â€¯ Successors and Assigns. Subject to compliance with applicable securities laws, this Warrant may be assigned by the Holder. This Warrant may not be assigned by the Company without the written consent of the Holder, except to a successor in the event of a Fundamental Transaction. This Warrant shall be binding on and inure to the benefit of the Company and the Holder and their respective successors and assigns. Subject to the preceding sentence, nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant. This Warrant may be amended only in writing signed by the Company and the Holder, or their successors and assigns. Â (d)â€¯ Amendment and Waiver. Except as otherwise provided herein, the provisions of the Warrants may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holder. Â (e)â€¯ Acceptance. Receipt of this Warrant by the Holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein. Â (f)â€¯ Governing Law; Jurisdiction. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. EACH OF THE COMPANY AND THE HOLDER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR WITH ANY TRANSACTION CONTEMPLATED HEREBY OR DISCUSSED HEREIN (INCLUDING WITH RESPECT TO THE ENFORCEMENT OF ANY OF THE TRANSACTION DOCUMENTS), AND HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT IN ANY SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT. EACH OF THE COMPANY AND THE HOLDER HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING A COPY THEREOF VIA REGISTERED OR CERTIFIED MAIL OR OVERNIGHT DELIVERY (WITH EVIDENCE OF DELIVERY) TO SUCH PERSON AT THE ADDRESS IN EFFECT FOR NOTICES TO IT AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND NOTICE THEREOF. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT IN ANY WAY ANY RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW. EACH OF THE COMPANY AND THE HOLDER HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY. Â (g)â€¯ Headings. The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof. Â (h)â€¯ Severability. In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby, and the Company and the Holder will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant. Â [remainder of pageÂ intentionally left blank] Â 8Â Â Â IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized officer as of the date first indicated above. Â Â STRUCTURE THERAPEUTICS INC. Â Â Â Â By: Â Â Name: Â Â Title: Â Â Â Â Â Â Â Â SCHEDULE 1 Â FORMÂ OF EXERCISE NOTICE Â [To be executed by the Holder to purchase ADSs under the Warrant] Â Ladies and Gentlemen: Â (1)â€¯The undersigned is the Holder of Warrant No.Â _____ (the â€œWarrantâ€) issued by Structure Therapeutics Inc., an exempted company incorporated in the Cayman Islands with limited liability (the â€œCompanyâ€). Capitalized terms used herein and not otherwise defined herein have the respective meanings set forth in the Warrant. Â (2)â€¯The undersigned hereby exercises its right to purchase _____________ Warrant ADSs pursuant to the Warrant. Â (3)â€¯The Holder intends that payment of the Exercise Price shall be made as (check one): Â Â¨ Cash Exercise Â Â¨ â€œCashless Exerciseâ€ under SectionÂ 10 of the Warrant Â (4)â€¯If the Holder has elected a Cash Exercise, the Holder shall pay the sum of $_____________ in immediately available funds to the Company in accordance with the terms of the Warrant. Â (5)â€¯Pursuant to this Exercise Notice, the Company shall deliver to the Holder Warrant ADSs determined in accordance with the terms of the Warrant. Â Delivery Instructions for Warrant ADSs: Â Â·DTC Participant name and number: _______________________ Â·Contact of DTC Participant: _______________________ Â·Telephone Number of Participant Contact: _______________________ Â (6)â€¯By its delivery of this Exercise Notice, the undersigned represents and warrants to the Company that in giving effect to the exercise evidenced hereby the Holder will not beneficially own in excess of the number of Ordinary Shares or ADSs (as determined in accordance with SectionÂ 13(d)Â of the Securities Exchange Act of 1934, as amended) permitted to be owned under SectionÂ 11(a)Â of the Warrant to which this notice relates. Â Dated: Â Â Â Name of Holder: Â Â Â By: Â Â Â Name: Â Â Â Title: Â Â (Signature must conform in all respects to name of Holder as specified on the face of the Warrant) Â Â Â EX-5.1 4 tm2414821d6_ex5-1.htm EXHIBIT 5.1 Â Exhibit 5.1 Â Â Structure Therapeutics Inc. Harbour Place 2nd Floor 103 South Church Street P.O.Â Box 472, George Town Grand Cayman KYI-1106 Cayman Islands Â 3 JuneÂ 2024 Â Structure Therapeutics Inc. Â We have acted as Cayman Islands legal advisers to Structure Therapeutics Inc. (the "Company") in connection with the Companyâ€™s FormÂ S-1 registration statement, including all amendments or supplements thereto (the "Registration Statement"), filed with the United States Securities and Exchange Commission (the "Commission") under the United States Securities Act of 1933 (the "Act"), as amended, related to the offering by the Company of American Depositary Shares (â€œADSsâ€) representingÂ certain of its ordinaryÂ shares, par value of US$0.0001 per share (the "Shares") or in lieu of such ADSs, pre-funded warrants (the "Warrants") to purchase ADSs (the ordinary shares, par value of US$0.0001 per share, represented by such ADSs, the "Warrant Shares"). We are furnishing this opinion letter as ExhibitÂ 5.1 to the Registration Statement. Â 1Documents Reviewed Â For the purposes of this opinion we have reviewed originals, copies, drafts or conformed copies of the documents listed in Schedule 1 to this opinion, being all of the documents necessary to form our opinion. Defined terms shall have the meanings set out in Schedule 1 or in the Registration Statement. Â 2Assumptions Â The following opinions are given only as to and based on circumstances and matters of fact existing at the date hereof and as to the laws of the Cayman Islands as the same are in force at the date hereof. In giving this opinion, we have relied upon the completeness and accuracy (and assumed the continuing completeness and accuracy as at the date hereof) of the Certificate of Good Standing and the Director's Certificate, as to matters of fact, without further verification and have assumed that copy documents or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals. Â 3Opinions Â Based upon, and subject to, the foregoing assumptions, and having regard to such legal considerations as we deem relevant, we are of the opinion that: Â 3.1the Company has been duly incorporated and is validly existing and in good standing under the laws of the Cayman Islands; Â Â Â Â Â 3.2as of the date of this opinion, the authorized share capital of the Company is US$60,000 divided into 500,000,000 Ordinary Shares of a par value of US$0.0001 each, and 100,000,000 shares of a par value of US$0.0001 each of such class or classes (however designated) as the Board may determine in accordance with ArticleÂ 9 of the Seventh Amended and Restated Memorandum and Articles of Association; Â 3.3(i)Â the issue and allotment of the Shares have been duly authorized and when allotted, issued and paid for as contemplated in the Registration Statement, the Shares will be legally issued and allotted, fully paid and non-assessable and (ii)Â the issue and allotment of the Warrant Shares have been duly authorized and when allotted, issued and paid for as contemplated in the Warrants, the Warrant Shares will be legally issued and allotted, fully paid and non-assessable. In this opinion the phrase "non-assessable" means, with respect to Shares or Warrant Shares in the Company, that a shareholder shall not, solely by virtue of its status as a shareholder, in the absence of a contractual arrangement to the contrary, be liable for additional assessments or calls on the Shares or Warrant Shares by the Company or its creditors (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil). As a matter of Cayman Islands law, a share is only issued when it has been entered in the register of members (shareholders); and Â 3.4the statements under the caption "Taxation" in the prospectus forming part of the Registration Statement, to the extent that they constitute statements of Cayman Islands law, are accurate in all material respects and such statements constitute our opinion. Â We hereby consent to the prospectus discussion of this opinion, to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the headings "Enforcement of Civil Liabilities" and "Legal Matters" and elsewhere in the prospectus included by reference in the Registration Statement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under SectionÂ 7 of the Act or the RulesÂ and Regulations of the Commission thereunder. Â This opinion is limited to the matters detailed herein and is not to be read as an opinion with respect to any other matter. Â Yours faithfully Â /s/ TRAVERS THORP ALBERGAÂ Â TRAVERS THORP ALBERGA Â Â Â Â SCHEDULE 1 Â List of Documents Reviewed Â 1the Certificate of Incorporation dated 27 FebruaryÂ 2019 and the Certificate of Incorporation on Change of Name dated 1 JulyÂ 2022; Â 2the register of members of the Company; Â 3the register of directors of the Company; Â 4the Seventh Amended and Restated Memorandum and Articles of Association of the Company as adopted by a special resolution dated 19 JanuaryÂ 2023; Â 5the resolutions of the Board of Directors of the Company dated 31 May 2024 (the "Board Resolutions"); Â 6the certificate of good standing of the Company issued by the Registrar of Companies, Cayman Islands on 3 June 2024 (the "Certificate of Good Standing"); Â 7a certificate from a Director of the Company addressed to this firm, a copy of which is attached hereto (the "Director's Certificate"); Â 8the form of the Warrants; and Â 9the Registration Statement. Â Â EX-5.2 5 tm2414821d6_ex5-2.htm EXHIBIT 5.2 Â Exhibit 5.2 Â Â LEGAL OPINION Â To:â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Structure Therapeutics Inc. 601 Gateway Blvd., SuiteÂ 900 South San Francisco, CA 94080 USA Â JuneÂ 3, 2024 Â Dear Sir/Madam: Â 1.We are lawyers qualified in the Peopleâ€™s Republic of China (the â€œPRCâ€) and are qualified to issue opinions on the PRC Laws (as defined in SectionÂ 4).Â For the purpose of this legal opinion (this â€œOpinionâ€), the PRC does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan. Â 2.We act as the PRC counsel to Structure Therapeutics Inc. (the â€œCompanyâ€), a company incorporated under the laws of the Cayman Islands, in connection with (a)Â the proposed public offering (the â€œOfferingâ€) by the Company of (i) up to 8,000,000 American Depositary Shares (the â€œADSsâ€), representing 24,000,000 ordinary shares of par value US$0.0001 per share of the Company (together with the ADSs, the â€œOffered Securitiesâ€), including up to 1,200,000 ADSs that may be sold pursuant to the exercise of an option to purchase additional ADSs, or (ii) in lieu of up to 8,000,000 of such ADSs, pre-funded warrants to purchase ADSs, in accordance with the Companyâ€™s registration statement on FormÂ S-1, including all amendments or supplements thereto (the â€œRegistration Statementâ€), filed by the Company with the U.S. Securities and Exchange Commission (the â€œSECâ€) under the U.S. Securities Act of 1933, as amended, and (b)Â the Companyâ€™s proposed listing of the Offered Securities on the Nasdaq Stock Market. Â 3.In so acting, we have examined the Registration Statement and the reports filed by the Company with the SEC incorporated by reference in the Registration Statement (the â€œIncorporated Documentsâ€), the originals or copies certified or otherwise identified to our satisfaction of documents provided to us by the Company and such other documents, corporate records, certificates, approvals and other instruments as we have deemed necessary for the purpose of rendering this opinion, including, without limitation, originals or copies of the agreements and certificates issued by PRC authorities and officers of the Company (â€œDocumentsâ€). In such examination, we have assumed the accuracy of the factual matters described in the Registration Statement and the Incorporated Documents and that the Registration Statement and other documents will be executed by the parties in the forms provided to and reviewed by us. We have also assumed the genuineness of all signatures, seals and chops, the authenticity of all documents submitted to us as originals, and the conformity with the originals of all documents submitted to us as copies, and the truthfulness, accuracy and completeness of all relevant factual statements in the documents. Â Â Â Â Â 4.The following terms as used in this Opinion are defined as follows: Â Â â€œPRC Subsidiaryâ€ means Shanghai ShouTi Biotechnology Co.,Â Ltd. (ä¸Šæµ·ç¡•è¿ªç”Ÿç‰©æŠ€æœ¯æœ‰é™å…¬å¸). Â Â Â Â â€œPRC Lawsâ€ means any and all laws, regulations, statutes, rules, decrees, notices, and supreme courtâ€™s judicial interpretations currently in force and publicly available in the PRC as of the date hereof. Â Â Â Â â€œProspectusâ€ means the prospectus, including all amendments or supplements thereto, that forms part of the Registration Statement. Â Capitalized terms used herein and not otherwise defined herein shall have the same meanings described in the Registration Statement. Â 5.Based upon and subject to the foregoing, we are of the opinion that: Â (1)Corporate Structure. The ownership structure of the PRC Subsidiary is in compliance, and immediately after this Offering will comply, with the current PRC Laws. The descriptions of the corporate structure of the PRC Subsidiary in the Registration Statement are true and accurate and nothing has been omitted from such descriptions which would make the same misleading in any material respects. Â (2)Taxation. The statements set forth under the caption â€œTaxationâ€ in the Registration Statement, insofar as they constitute statements of PRC law, are accurate in all material respects and such statements constitute our opinion. We do not express any opinion herein concerning any law other than PRC law. Â (3)Enforcement of Civil Procedures. We have advised the Company that there is uncertainty as to whether the courts of the PRC would: (i)Â recognize or enforce judgments of United States courts obtained against the Company or directors or officers of the Company predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States; or (ii)Â entertain original actions brought in each respective jurisdiction against the Company or directors or officers of the Company predicated upon the securities laws of the United States or any state in the United States. Â 2 Â Â We have further advised the Company that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between the PRC and the country where the judgment is made or on principles of reciprocity between jurisdictions.Â The PRC does not have any treaties or other form of reciprocity with the United States or the Cayman Islands that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against the Company or the Companyâ€™s directors and officers if they decide that the judgment violates the basic principles of PRC law or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States or in the Cayman Islands. Under the PRC Civil Procedures Law, foreign shareholders may originate actions based on PRC law against the Company in the PRC, if they can establish sufficient nexus to the PRC for a PRC court to have jurisdiction, and meet other procedural requirements, including, among others, the plaintiff must have a direct interest in the case, and there must be a concrete claim, a factual basis and a cause for the suit. However, it would be difficult for foreign shareholders to establish sufficient nexus to the PRC by virtue only of holding the Companyâ€™s ADSs or ordinary shares. Â In addition, it will be difficult for U.S. shareholders to originate actions against the Company in the PRC in accordance with the PRC Laws because the Company is incorporated under the laws of the Cayman Islands and it will be difficult for U.S. shareholders, by virtue only of holding the Companyâ€™s ADSs or ordinary shares, to establish a connection to the PRC for a PRC court to have jurisdiction as required under the PRC Civil Procedures Law. Â (4)Statements in the Prospectus. The statements in the Prospectus and the Incorporated Documents, which include but are not limited to, the Companyâ€™s Annual Report on FormÂ 10-K for the year ended DecemberÂ 31, 2023 and the Companyâ€™s Quarterly Reports on FormÂ 10-Q for the quarter ended MarchÂ 31, 2024, under the headings â€œProspectus Summaryâ€, â€œRisk Factorsâ€, â€œBusinessâ€, â€œTaxationâ€, â€œEnforcement of Civil Liabilitiesâ€ and â€œLegal Mattersâ€ (other than the financial statements and related schedules and other financial data contained therein, as to which we express no opinion), to the extent such statements relate to matters of the PRC Laws or documents, agreements or proceedings governed by the PRC Laws, are true and accurate in all material respects, and fairly present and fairly summarize in all material respects the PRC Laws, documents, agreements or proceedings referred to therein, and we have no reason to believe there has been anything omitted from such statements which would make the statements, in light of the circumstance under which they were made, misleading in any material respect. Â 6.This opinion is subject to the following qualifications: Â (a)This Opinion relates only to the PRC Laws and we express no opinion as to any other laws and regulations. There is no guarantee that any of the PRC Laws, or the interpretation thereof or enforcement therefor, will not be changed, amended or replaced in the immediate future or in the longer term with or without retrospective effect. Â 3 Â Â (b)This Opinion is intended to be used in the context which is specifically referred to herein and each section should be looked on as a whole regarding the same subject matter and no part shall be extracted for interpretation separately from this Opinion. Â (c)This Opinion is subject to the effects of (i)Â certain legal or statutory principles affecting the enforceability of contractual rights generally under the concepts of public interest, national security, good faith and fair dealing, applicable statutes of limitation, and the limitations by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditorâ€™s rights generally; (ii)Â any circumstance in connection with formulation, execution or performance of any legal documents that would be deemed materially mistaken, clearly unconscionable or fraudulent; (iii)Â judicial discretion with respect to the availability of injunctive relief, the calculation of damages, and the entitlement of attorneysâ€™ fees and other costs; and (iv)Â the discretion of any competent PRC legislative, administrative or judicial bodies in exercising their authority in connection with the interpretation, implementation and application of relevant PRC Laws. Â This Opinion is rendered to you for the purpose hereof only, and save as provided herein, this Opinion shall not be quoted nor shall a copy be given to any person (apart from the addressee) without our express prior written consent except where such disclosure is required to be made by applicable law or is requested by the SEC or any other regulatory agencies. Â We hereby consent to the use of this Opinion in, and the filing hereof as an exhibit to, the Registration Statement. In giving such consent, we do not thereby admit that we fall within the category of the person whose consent is required under SectionÂ 7 of the U.S. Securities Act of 1933, as amended, or the regulations promulgated thereunder. Â [The remainder of this pageÂ is intentionally left blank.] Â 4 Â Â [Signature Page] Â Â Yours faithfully, Â Â Â /s/ Zhong Lun Law Firm Â Â Â Zhong Lun Law Firm Â Â EX-5.3 6 tm2414821d6_ex5-3.htm EXHIBIT 5.3 Â Exhibit 5.3 Â Â JuneÂ 3, 2024 Â Structure Therapeutics Inc. 601 Gateway Blvd., SuiteÂ 900 South San Francisco, CA 94080 Â Â Ladies and Gentlemen: Â We have acted as U.S. counsel to Structure Therapeutics Inc., an exempted company incorporated in the Cayman Islands with limited liability (the â€œCompanyâ€), in connection with the filing of a Registration Statement on Form S-1 (the â€œRegistration Statementâ€), including a related prospectus included in the Registration Statement (the â€œProspectusâ€) covering the offering by the Company of (i) up to 8,000,000 American Depositary Shares (the â€œADSsâ€), each representing three ordinary shares, par value $0.0001 per share, of the Company, including up to 1,200,000 ADSs that may be sold pursuant to the exercise of an option to purchase additional ADSs, or (ii) in lieu of up to 8,000,000 of such ADSs, pre-funded warrants (the â€œWarrantsâ€) to purchase ADSs. Â In connection with this opinion, we have examined and relied upon the Registration Statement, the Prospectus, the form of the Warrant filed as an exhibit to the Registration Statement, and such other records, documents, opinions, certificates, memoranda and instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies, the accuracy, completeness and authenticity of the certificates of public officials and the due authorization, execution and delivery of all documents by all persons, where due authorization, execution and delivery are prerequisites to the effectiveness thereof. As to certain factual matters, we have relied upon a certificate of an officer of the Company and have not independently verified such matters. Â Our opinion is expressed solely with respect to the laws of the State of New York. We express no opinion to the extent that any other laws are applicable to the subject matter hereof and express no opinion and provide no assurance as to compliance with any federal or state securities law, ruleÂ or regulation. We note that the Company is incorporated under the laws of the Cayman Islands. We have assumed all matters determinable under the laws of the Cayman Islands, including the valid existence of the Company, the corporate power of the Company to execute, deliver and perform its obligations under the Warrants and the due authorization of the Warrants by the Company, and that the laws of the Cayman Islands would not impose any requirements or have any consequences relevant to our understanding of the matters addressed in this opinion that would affect our conclusions with respect thereto. Â With regard to our opinion concerning the Warrants constituting binding obligations of the Company: Â (i)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Our opinion is subject to, and may be limited by, (a)Â applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance, debtor and creditor, and similar laws which relate to or affect creditorsâ€™ rights generally, and (b)Â general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing) regardless of whether considered in a proceeding in equity or at law. Â (ii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯Our opinion is subject to the qualification that the availability of specific performance, an injunction or other equitable remedies is subject to the discretion of the court before which the request is brought. Â Â Â Â Structure Therapeutics, Inc. Â Page Two Â (iii)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯We express no opinion as to any provision of the Warrants that: (a)Â provides for liquidated damages, buy-in damages, monetary penalties, prepayment or make-whole payments or other economic remedies to the extent such provisions may constitute unlawful penalties, (b)Â relates to advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitations, trial by jury, or procedural rights, (c)Â restricts non-written modifications and waivers, (d)Â provides for the payment of legal and other professional fees where such payment is contrary to law or public policy, (e)Â relates to exclusivity, election or accumulation of rights or remedies, (f)Â authorizes or validates conclusive or discretionary determinations, or (g)Â provides that provisions of the Warrants are severable to the extent an essential part of the agreed exchange is determined to be invalid and unenforceable. Â (iv)â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯â€¯We express no opinion as to whether a state court outside of the State of New York or a federal court of the United States would give effect to the choice of New York law provided for in the Warrants. Â On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Warrants, when duly executed and delivered against payment therefor as provided in the Registration Statement and the Prospectus, will be binding obligations of the Company. Â This opinion is limited to the matters expressly set forth in this letter, and no opinion has been or should be implied, or may be inferred, beyond the matters expressly stated. This opinion speaks only as to law and facts in effect or existing as of the date hereof and we have no obligation or responsibility to update or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur. Â We consent to the reference to our firm under the caption â€œLegal Mattersâ€ in the Prospectus and to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under SectionÂ 7 of the Securities Act of 1933, as amended, or the rulesÂ and regulations of the Securities and Exchange Commission thereunder. Â Very truly yours, Â Cooley LLP Â Â By: /s/ Patrick Loofbourrow Â Â Patrick Loofbourrow Â Â EX-23.1 7 tm2414821d6_ex23-1.htm EXHIBIT 23.1 Â ExhibitÂ 23.1 Â Consent of ErnstÂ & Young LLP,Â Independent Registered Public Accounting Firm Â We consent to the reference to our firm under the caption "Experts" in the Registration Statement (FormÂ S-1) and related Prospectus of Structure Therapeutics Inc. for the registration of its American Depository Shares, Ordinary Shares, and Pre-funded Warrants to Purchase Ordinary Shares Represented by American Depository Shares and to the incorporation by reference therein of our report dated MarchÂ 8, 2024, with respect to the consolidated financial statements of Structure Therapeutics Inc. included in its Annual Report (FormÂ 10-K) for the year ended DecemberÂ 31, 2023, filed with the Securities and Exchange Commission. Â /s/â€¯Ernstâ€¯& Young LLP Â Â Â Sanâ€¯Mateo, California Â June 3, 2024 Â Â Â Â EX-23.2 8 tm2414821d6_ex23-2.htm EXHIBIT 23.2 Â ExhibitÂ 23.2 Â CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM Â We hereby consent to the incorporation by reference in this Registration Statement on FormÂ S-1 of Structure Therapeutics Inc. of our report dated MarchÂ 30, 2023, relating to the financial statements, which appears in Structure Therapeutics Inc.'s Annual Report on FormÂ 10-K for the year ended DecemberÂ 31, 2023. We also consent to the reference to us under the heading â€œExpertsâ€ in such Registration Statement. Â /s/ PricewaterhouseCoopers LLP San Jose, California JuneÂ 3, 2024 Â 1Â Â EX-FILING FEES 9 tm2414821d6_ex-filingfees.htm EX-FILING FEES Â Exhibit 107 Â Calculation of Filing Fee Table Â Form S-1 Structure Therapeutics Inc. Â Table 1 - Newly Registered Securities Â Security Type Security Class Title(1) Fee Calculation Rule Amount Registered(2)(3) Proposed Maximum Offering Price Per Share(4) Maximum Aggregate Offering Price(3)(4)(5) Fee Rate Amount of Registration Fee(5) Equity Ordinary Shares, $0.0001 par value per share Rule 457(a) 27,600,000 $11.67 $322,092,000.00 0.00014760 $47,540.78 Total Offering Amounts â€” $322,092,000.00 â€” $47,540.78 Total Fee Offsets â€” â€” â€” â€” Net Fee Due â€” â€” â€” $47,540.78 Â Â (1) These Ordinary Shares are represented by American depositary shares (â€œADSsâ€), each of which represents three Ordinary Shares of the registrant. ADSs issuable upon deposit of the Ordinary Shares registered hereby have been registered under a separate registration statement on Form F-6 (No. 333-269454). Â (2) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the â€œSecurities Actâ€), this registration statement also covers such an indeterminate amount of Ordinary Shares of the registrant as may become issuable to prevent dilution resulting from stock splits, stock dividends and similar events. Â (3) To the extent the registrant offers and sells pre-funded warrants in lieu of ADSs in the offering, includes Ordinary Shares issuable upon exercise of such pre-funded warrants. The proposed maximum aggregate offering price of the Ordinary Shares proposed to be sold in the offering will be reduced on a dollar-for-dollar basis based on the aggregate offering price of the pre-funded warrants offered and sold in the offering (plus the aggregate exercise price of the Ordinary Shares represented by ADSs issuable upon exercise of the pre-funded warrants). As such, the proposed aggregate maximum offering price of the Ordinary Shares and pre-funded warrants (including the Ordinary Shares represented by ADSs issuable upon exercise of the pre-funded warrants), if any, is $332,092,000 (including the underwritersâ€™ option to purchase additional Ordinary Shares represented by ADSs). Â (4) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(c) under the Securities Act, based on the average of the high and low sales price of the Ordinary Shares as reported on Nasdaq on May 31, 2024 (such date being within five business days of the date that this registration statement was first filed with the U.S. Securities and Exchange Commission). Â (5) Includes the aggregate offering price of additional Ordinary Shares represented by ADSs that the underwriters have the option to purchase. 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NI@'&"%S@ZIJ'M&O)!$/.>X^06[[U9I)D-9&:.S4C#2V.UEW,(*8.+M7:<#+(?.D=ZC>QH1>(:;AN M)W?.LIM.(V&+OKK=ZAE-3C0EK>;B^1^FNC(VASWGP-
!*)7%8KCM!B&-6C%K6 M-+?9J."AIR= YS*>,,#G:>V=IS./C1C9=!R7J<] N_HALW]8:;Y%6(F%=*+K:>FST%8+]&,_?O12 M75$0A5_>$\WS=@';R]]==?
%KR4FB+0@NBRXK:$0C:?!?@^G\R(K*9**B".G6WZ"JOZ3H/W[D3"LU%UGW1CZ ;% M^-7'Y7(BDN_H@0$'GKJZAME)-<+E4Q4=!3M,E155#VQ0QL':Y[WD-
:/*2@K_ M .J[J=H,^G[<;?3NEQ5DK7WJ[@%C:^2%W,R&('0]RQP#R\^S6B$2 MD66<='>V-1M]M8RZW:$P7[+)&W.HC>-)(Z0,Y:6-P\?(72Z'B.\T/8BDI"H@
M05-]3GIZSC\>;[Q$B\.3(D0$! 0$%CW0>0=F*\ ZD9!6 ^3_ (6D**2D^B$' M96EDCVN]DUQ!]4%>[A^7;HI,NL]/U4V/)KE2$Z&>B+V^4Q2L_P#@Y:CFEO\
M;B?2Z!Y(R4U5]O39[ICYI$KS;L0@(" @(" @(/%=K/:K]0R6R]44%PM\PTDI MJF-LL9X::Z.!XC7@5QQ$Q26;#FOQ71=9,VS'&$=_P"DFQW+O:_ *TVFL.KA
M:ZPNFHW'Q,D\Z2/U^?UE\.321/T['NN7^;\EE+=1;WX^Z-EWJW3[$8\QV\S+ M JKX-E-IFHFN<6PU6G>4TNG^KF9JP\..FNOC"UU^.ZS?
#H>BYCI]7;7%=%WH MXQUQO:NL;8LUBN6Y!A5X@ON-UKZ*X0GM8=62,\+)&'@]A\+7?X5>R^;9K#X] M7I,6JQSCRQWHG\5CHE._9W>BR[J6TPEK:#*J-
@=<+7S:AS>SOH">+HR>T=K# MP/@<[29-!?7ZL<[KOA/I]_NZ@OH>=$! 0$! 0$!!C[Q8K)D- M(:"_VVENE"[76FKH(ZF(ZC0^;(UP0<;RGI"V*R?GD98'V.K?
K_Q%GG?3::^* M)W>0C3_=HFKA&9] %S@9)48#E457H"64%YB,#^'@%1!SM)/EB:/*B:HM9[MC MG6V5R^:\ULT]LE>3\'GK7=KCH4F$CT0(" @K ZSO3]??
Q6W?)(T7AH.Q7IGP#Z?MOREB$KK M?44$! 0$%=/7OZ7K-_5ZF^6UB+0B[2U$E)4PU<.G>P2-ECYAJ.9A#AJ/5"+) M&?7BWQ^WM'Q$_P JB*'UXM\?M[1\1/\
H4/KQ;XZ>SM \OP$_RJ%& O?5]O MW>HC ,E;:H7>R%OI:!WK2&-SQZSD*..WJ^WO(Z^2ZY!<:FZW.7^,K*V9]1,
M[CKH7R%QTXHE^K!CU\RF[4UBQRWSW.[U;@RGHZ5ADD<3X=!V =KG'@!Q/!!9 M+TS=-M-L[;WY%DABK=P;E$&$321^?
#04[M":>)WMGD_QL@[=.5OF@EQ292&1 M@Y/U-,<_8?.6L&I% ':>1LT9/[1,*FD76$] ,[';:Y-3#^,COAD=ZDE) !^ M**REHBH@(" @BIU\S1MVGL4!/\ "29!
Y@\C*.KU_?!$PKM1=;;TY1.AV-P M1CNTVJ%_9IPD)>/V"BDNH(A$KK[LLM7MWC=]C;S-MEV-/*1[5E93O.I\G-"T M>NBT*]T66L=*V2PY-L3BC(D'T(>F>O\
H"L^4TB(E8^B@@(" @I@SB-T M.:Y)"_V<=TKF.]5M0\%&1W/H=J!#OBR,D U%HKH@#X2#%)P_R$1*RQ%! 0$! M!J&ZU2RCVNS6JD(#(;#='G7LX4
MR\U1(Z5VK@]NOG..G!$4;1]>+?'[>T?$3_*H4/KQ;X_;VCXB?Y5"CQ5_6IOS M61N9!=*&@+N'/34$!9E/43.^#L=XV
MPMY8VG]JU!J@!)T'$GL")2^Z9^DRZ7X46>[HT#J+'*9S*FUV"J;RSUSQYS' MU$;N+(=#R.XR>$'FZXD.CV/!:X:C7B$)6??V4[7?J18/\ I5%_)(H?V4[7 M?
J18/^E47\D@?V4[7?J18/\ I5%_)(']E.UWZD6#_I5%_)(']E.UWZD6#_I5 M%_)(,]9K!8L7UM)N79(ZN1GP6N?)12 -#>,\;FQ\?\ >\T=_L=2ZD MNM#
():>=G@(X$$=A:X$ML,VFW,MNZ.+ M17JF#:>Z4Y$%WMX.I@J -=1KQ,;QYS#ZW:"MYARQDMJX9S?E=^@SS9.VV=ML M],?..+>UF:80$! 0$! 0$! 08#-
,+QO<+*S%LKHF5UHK6Z/C=P?&\ \LL3N MUDC"=6N'8@J&W@Q"HP#.+_AE5)WTEEK9:1D^G+WL37:QR:>#G86NT\&J+NI=
M'E\GLV_>/0QN+8+O%6VZJ]LQ],^9H/D[R*,^LA*T9%! 0$%8'6=Z?K[^*V[MY)&B\-!V*],^ ?3]M^4L0E;ZB@@(" @KIZ]_2]9OZO4WRVL1$7::GDJZF&E
MAT[Z=[8H]3H.9Y#1J?!Q*+)#?4DWU_ [9\?9[E$5/J2;Z_@=L^/L]RA4^I)O MK^!VSX^SW*%6@;J[#;A[.06VKS&E@^ W1SXZ>KHI340MFC
)CD=RMY7EIYFC MVP!T[#H*N;T[X8JB*2HB[^!CVNE@YBSG8""6\PXC4<-0B5K_ $\T>TTVWUNR M/:FS4]KH+E&&US6_PMOL]=#3M'$F8P/,?\
G@(*/^.B^PBLIV(J(" @((.?W@>3Q.GPW#8G@S1MJKO5LUXALA;3 MP'3R\LR+0A*BRY?;FQNQG;_%L>>WDEM=IH:.5I[1]#3L8_7R\P*,;9D'.M]L M$?
N1M/DV*TT?>7*>E-3;&^$UM(X3PM!\'.YG=GR.*)A4.YKFN+7 AP.A!X$$ M(NEOT-;KP8YD]?ME>9Q%;LE<*FSO>=&,N<3.5T?'@#/& !K[9C6CBY%96#(J
M(" @(" @(""EW,_Z89#])UGRAZ,B0?0AZ9Z_Z K/E-(B6/HH(" @(*B MNH"QNQW>K.;8YI8TW:IK(VGP1USOA3-/)RRA%X9'IFR:/$]\L.N51((Z6HK#
M;9W.X-Y;C&^E:7'P /D:[7R(2MD100$! 0<5ZL,FAQG8G*'/?RU-VCBM%(W7 M0O?62!KP/4B$CO61,*K$76/="=C?;=GJR[2-(=>;Q4S1./AAIXXJ<:?NV2(I
M*3Z($$=.MOT%5?TG0?OW(F%9J+NR;?\ 3#NIN7B]+E^+T]#)9JQ\L<+IZMD4 MG-!(Z)^K""1YS3VHBK9_J2;Z_@=L^/L]RA4^I)OK^!VSX^SW*%6+R?
I"WGQ/ M&KEE%QHJ*:BM4)J:JGHZKOZGN6>S>U@9H0QNKW>=[$%"KA")3(D7@Z8_3U@_P"/.]XE0E;(B@@(" @(""$>_MF-GW/NS@-(;B(: M^'RB9@:_?
&O72.3Y>_I;?X=GX['%?,F#]K77]%U+O7^=7.[?75LKZ6Y4CN M6JHYHZB!WBWDG6<'M/V0MK?9%%LVSNF*//X\DX[XNMWVS7U+$;;)=J:_6>@O5&=
M:6X4\53%QUT;*P.T/E&NA7)\N.<=\V3OB:/T%I\]N;%;DMW71$^M[UB?0(" M@(" @(" @(""-74LS=K?4;C8U3AMYHF<]\IHA_S-,P<9P!_I(@/.^V9Q[6 M\?
@U6&L=Z-[H'E?2[XTV6?2=+=]$]'5/#T]:U3JCH'R.XDNW.=T5PFE+ M+#7EM%8R?2, ^#R.&DI'CB=H_7MTU'ME]&#)W+O0T'/.6QK=--
L1X[=MO7T=N MY8B"" 0=0>((6\<*?U 0$!!I&Z^Z./[0XA)F&1MEFI&U$%)!24_+W\\L[].6 M,/+6DM8'R'4CS6E!F,.S7%L_L<&1XC/"QX!" M#/H" @(/R]
[(F.DD<&1L!<][CHT-'$DD]@""H+>[+*'.-VU8RF?$TGR&25@] M="5HZ*" @(*P.L[T_7W\5MWR2-%X:#L5Z9\ ^G[;\I8A*WU%! 0$!!73U[^E MZS?
U>IOEM8BT(SV/^>K;^-0>^-19=^[<9;<\.R.'NKG;93&7MU[N:(\8YHR M>UDC2'-^P=#J$9'5NEK?23:+,Q;;W.[]!,@>R&[-<26TLWL8ZQH\'+KRRZ=K
M/&6M"(F%H,TAS7-<-001P((11^D! 05#[[8!-MINID6,& M(QV]M2ZLM)TT:Z@JR98>4^'D![MQ'MFE%X8_:7<2NVKW LN;4373,H)N6NI6
MG3OZ.8&.>+CPU+">4GL=H? @MSQK)++E]AM^38[5LKK+V6">)Q9(R1AYFN:YNA!!&H(1*R3ILZHK/N9;Z/$,RJ8Z#^<6!@ MA8^3ECAN@:-!)#V
3$#SXO"?.9PU:TI,)*H@0$!!_.':QI>\AK&@ESB= .T MDH(VY)UG[:V'FIJ@D!G=-:"9HVG7O7M/E9S:<2: M)&TM52UU-#6T4T=31U+&S4]1"X2121R
.:]CFDAS7 Z@CM1#[(" @(*7TD.:X'4$$=A"++ M8.GC>6W;Q8%27!\[!EEL9'29'1 @/;4M;H)PW_5S:<[3V ZM[6E%)=;1 @("
M"N#K+WJHMPLKI<)QFJ%3B^,/D-151.YH:JYO'(]S"#HYD+=8V.\)+]-6Z%%H MA&>DI*FOJX*&BB=45E5(R"G@C!
<^261P:UK0.TDG0!%EP^U6%LV\VZQO#&\I MEM-%'%5.9[%U6_66H^A:P>915 M?LY*4Z< WM?#]SJWCRHON,85F-]P#*;9E^-S_![O:YA-"3J6/;[%\
<@!&K M)&DL>/""B5MVU^XUBW5PJW9G87:05C>2KI"X.DI:N/02P2=G%I[#H.9I#AP(M1C;B@(""IOJ<]/6(D7@Z8_3U@_X\[WB5"5LB*" @(" @((Z=5&-
NEH M;+ED#-33/?;JQPXGDEUDB)\@EUV.>.V/C\'//..EK;9FCAX9 M[=L?'UHM55934;09WZ.=[%@XN/K+V57@M)H?:;NY8RQNNW]NJ02\T]$(" @(" @(" @("
@("#^.:U[7,>T.8X$.:1J" M#V@A$Q-%<<>\N&Q8)N->K#2,[NV=X*JW-\ IJEHD:T:\=&$F/]RM%FL[E\P[S MR76SJ])9DGZMT]<;/;O[6AK W2QS9;(7Y/M=C-
TED[RI%(VDJ'GV1EHW&G<7 M>4]WS>NM]@N[UD2X+SO3_L:W)9&ZM8_JV_%OJS-*(" @KSZ[LTO5TS^V85+2 MU%'C]BIA4T\DS'1Q5M56
&2:,]CV1M#8@?:O$@*+0CEA6X&9;=787K"[Q46 MBO.@E,+@8IFM.H;+$X%DC=?:O:0BR6&!]?==3Q1TFY&-BL+= ZZ65XBD(':7
M4TQY2=/M96CR(K1W2Q=8.PE[8WO,BDM,Y&O<7&CJ(B/5?&R2/_/1%&R_6.V, M[OO?T[M7+XN]/-
_D\NO["%&LW_K!V%L4;C%D,EWJ&@D4ULI)Y7'3P!\K(HO_ M)B%$4-\>L+)MS+=58IB5&[&\2J@8JUYDY[A60N&ACD>W1L<;O;,9KS=A<6D
MA%HA&=$K&^B_9FKP/$JK.LCIC3Y)+E+(Q24THTEIK6P\[X'BUT[M)'-^U#.P MZA%)E*)$" @(*P.L[T_7W\5MWR2-%X:#L5Z9\ ^G[;\I8A*WU%! 0$!!73U[
M^EZS?U>IOEM8BT(SV/\ GJV_C4'OC4677(QB @((Z]6>Q(W3Q+])L>IN?.\= MB<^E8P>?6T(?)2\.)>.+X?NM6^WU!,2K,((.A[473ZZ+-]_GVVLVBRFIUO-
MLB+L9J97<:BAB;JZFU/:^ #5GCCX<.3B5F$PT5$!!'7JRV'FW7Q:'(L9@$F= M8\QYIH6@!U;1'SI*;7PO:?/A\O,WV^H)B59TL4D,CX9F.CFC<621O!:YKFG0
M@@\0047=3V=Z@,]V8K'-L,[:['JA_/6V"M+G4KW'0%\9!YHI-![)G;PY@[0(MB83%Q7KKVHNT#!DU%'>@Q"NI@3V\LD'GG3RPA%:-V^MST]]QW_Z8-T_ MU?
P"X_^3\&U0HTC*^NS:FT0/&,4-QR*NT/=#NA04Q/@YI)OX0>M"4*(=;Q; M_P">[SUC1?ZAM%CU._GHK!1%S:6-PX![]272R:>V?V<>4-UT1:CET,,U3-'3
MT\;IJB9S8XHHVE[WO>=&M:T:DDDZ !$K-NE'8F3:3$9;UD4 9G61-8^OC.A= M1TC?.BI0?MM3SRZ>VT;QY 24F4A$0("#
9IAF/;@8U7XGE%**NSW&/DE9V/8 MX<621NX\KV.T[YFOT;"(9F\2(Y--1',T> MR8>WM;J$7B7*V/?&]LD;BR1A#F/:='!PX@@CL(1*2.U_6AN7@T$%IR9C,PL<
M(#&?#9'17!C!PT;5 .+_ /\ -8\^4(BB2>/=-OFL/VJ+4<11*QGHHG_=6S85439?*ZGP>KTEQBTUC7&L87GF?,S70 MQP/!U:QWLCY[0T'5Y24I$0(" @I=S/\
IAD/TG6?*'HR)!]"'IGK_H"L^4TB M(E8^B@@(" @T[=+;JS;JX/=,+O7\'%7,#J2K#>9]-5Q>=#,T MPH*E,XPC(]N\FKL2RFD-)=J%Y:[M,PZ@D(*D-
PL#ONVN7W/#ZGA=QB MFC)[62-TGK. M/QYOO$2+PP>RF6V?!-T\9RZ_F5MGM54Z:K,#.]EY3$]@Y6ZC7BX>%"4[_KQ; M'?;W?
XB/Y5%:'UXMCOM[O\1'\JA0^O%L=]O=_B(_E4*'UXMCOM[O\1'\JA0^ MO%L=]O=_B(_E4*'UXMCOM[O\1'\JA1^OKO[(?;?7V/-
_R/@^^(4=NSG&8UI/D7U:343@RVWQPGV<7P:_1VZO!=BNW M71ZIX3ZU9UQ@K:6X55+-',EB<6N81X.4C31=1MNBZ(F-TO. M8L-
N&R,=L4BWA^./2V/.7.*S;O,K;E%('214S^[KJ9IT[ZDE\V6/Q:D<6Z]C M@#X%\NLTT:C%-D\=W6^K#DG'=%RR2U72@O=MI+O:YVU-NKHF5%+.SL?'(T.:
M?L'L7,;[)LNFV[9,/36W1,5AZU1(@(" @(" @(" @((:]8M!'%F5@N36Z255 MM="\CP_!YW$>+5:R/%$NK>3OH)/\ ML%UF;'^TEABDT_RBY;?
1SX.UR'SACBW5VW?=9'LF8=_7VO$B @(-5SW;C#-S M;*ZPYI:HKE1#F=3O=JR>GD<-.\AE;HYCO4/'L.HX((4;E=".66F2:OVSN<=^
MMW%S+57N92W!H\#6R'2&3U28_41:J,^4[?9SA,SH,LQZX6=S3H)*NGDCB=K] MI)IR.'E:XHLUM 0$&XX5M3N)N)4QT^'X[6W)CR&FK;&8Z1FITU?42B
M$V=C.B^T8964N5;ESPWW(*/V47AH.QCFMWGP N(_2"V#4\.) MJHP!ZY0E;\B@@(" @KHZ]R/[7[,/#^CM-P__M'8BT(SV5S6WFW.<0&BJA)) MX 2-
19=>C&(" @(*\>LO8C]K\[<_&*;EQ>^S:7BGB'FT=RDU)?H.R.+GC]UHKY9:E]%=K=,RIHJJ(Z/CFB<'-<->' CL/!%EL.Q M&\5IWGP>FOU.Z.#(*4-
IL@MC'>=3U8'LFM)]J73GC/'AJW7F:Y%)AT]$" @ MCGOSTF8SNO//D^-S1X]G,GG3S\A-%6N\=0QG%K_]JP:_;-=PT)B4#\^V0W1V
MTGD;E6.U45#&3I=*9AJJ!P\!$\7,T:^)_*[QA%JN?(D0$'1-O]B]TMRYXFXO MCM2Z@D(YKM5M-+0-:>.O?2 -=H/!'S.\B(JGCL-TH8MM-+!DM_E9D&=L!,58
M6D4=&7#C\&C=Q+_!WK_.^U#>.I692(1 @(" @QU]L-ER>U5-CR&@@N5HK&&. MIHZI@DB>T^0]A':".
(/<4+MU^A&4237?:*XM=$=7G';I)HYOW,%4=0?(V; M3RO*+51,R[;?/<#J'4^88[76@@Z"6HA<(''[B9NL;_W+BB6KHD0$'2<$V#W9
MW%EB_1S&JH4$A'_BE#9'"MY[,VWY+ 8+I2AWS7 M>Z8!M73.=X-3P?&3[*-W ^#1VA!-5?NYO2ANUMU+-44]M=DV/LU++I9V.F<& M#PRTXUEC(';P1\P/
5<[>#@/]7$=#X7D:M16934Z"D@BI:6D)+ QL4$$30R-D;!RM: MUK= - BKZ(" @CGUN$$#8JK!.A-SH /*>=Q1,*SD76?>&E!']@-B\E5<=?C
MNJ_8D;KXA^D&/T_/GF.Q/?0M8//K:37GDI3IQ+NU\/W>K>' M.2B8E6.06DM<-".!![=473RZ+-^FW.ACV?RRK N-"PG%:J9W&:F9J749)[71
M#SHAX6:MX<@U*S"9:*B"IOJ<(._.<:'7_CVC[$$:+PY,B1 0$! 0$'IYV_;# M^)Y>WP^)!=HC&AEU7;:.LM_BW!M<.EKO3A#=&L'"*O:W@\Z=@F:-?VS7$^R"

M]MR/6=^S]J[?;NZOR:76X:3WHW2C@O3-:DQTO[QLLM2S;C):CDM=9(38:F0Z M-
@J97:NIR3V,E<=6>)^OVW#R_.N7]^/WK(VQ]75T]GNZFST>HIX)W<$Q%XMN M1 0$! 0$! 0$! 00RZP[E%/FUCM;'&>M MR7SC?$ZJR.BSXRD,ON>%$!
0$!!^)8HIXW0S,;)$\+4LT=3 M2V.WPU$3@^*:.DA8]CVG4.:X,!!!\(09A 0$! 08ZOQ^PW69M1=+71UU0UH8 MV6IIXIGA@)
(:'/:3IJ3P0>5N&X@UP'6:AG;H1/#04XEX=G\)RRF-!3LE/JO8QKC]E"K M#,Z<=C&/YVX):R[Q.B+A]@N(1-6T6/;3;O&7-DQ_$[1;)F'5LU+0T\4NH\/.
MU@=^RB&TH" @(" @(,*_#\2D>Z22P6Y\CR7/>ZC@+BX\222SB2@]%!CU@M4Q MJ;7:J.BJ"TL,U-3Q0O+"02WF8T'0D#@@R2 @(" @(" @P-]P?"\HU_27';;=
MRX:%U?1P5+N'ED8XH-.FZ<]C9W\[\$M0/BCA[L?880$35[[9L;LY9Y6S4&"V M1DS>+))*&&9P/C!E:XA"K>J6DI*&!E+101TU-&-(X86-CC:/(UH "(?9 0$! M
0>:NM]!5X(U"#&?H*&SXE3^X092BH*& MVT[:2W4T5)2L)+8*>-L48+CJ2&L '$H/0@(" @(,+)B&)S2/FFL-NDED<7R2 M/I('.'?J];/B5/[A _0O#O
MU>MGQ*G]P@?H7AWZO6SXE3^X0/T+P[]7K9\2I_<('Z%X=^KUL^>)4_N$#]"\. M_5ZV?$J?W"!^A>'?J];/B5/[A!_?T-Q#]7[;XO\ DX.S_(09M!B,HQNU9?8*
M_&[W%WUMN,1AF:-.9I[6O:2#HYC@'-/@(6;#FNQ7Q?;OA2^R+XF)5Q;@X+>- MNLHK,9O+=9(#WE+5 $1U%,\GNY6=O!VFA&OFN!;VA=,TNIMU&.+
[?]J)Z'F\N M.<=U):P"0=1P([["OJ8DR^GS?^'(H*;!\VJ@S(X@(;7)YKRN<,='Y>[J;K2ZKO>&[>D@O,MD(" @(" @(" @_,L MD<,;YIGMCAC:7R2/(:UK6C4DD\
$3$3,TA6WNMF(SS/[WDD3B:*HG[J@UX? M\)3@11'0]A4Z+_ !-+9BG?$;>N=LM,6%MEB6P^-28K MM7C]#4,+*RJA-
PJ6D:$/K7&9H(\!:QS6GU%O<%O=LAPGG^JC4:[)=&Z)[L?T M[/>Z.L[0B @(" @(" @(" @(" @(" @(" @(" @(" @(" @(" @(M" @(" @(" @(" @(" @(" @(" @(" @(" @(" @(" @(" @(" @(M" @(" @(" @(" @(" @(" @(" @(" @(" @(" @(" @(" @(" @("#G6\&T]JW4QTT4I;2W^B#I+/+@X=FBV6@UUVEOKOMG?'XXOFSX(RVTXJ^\AQZ\8K>:NP7ZE?1W2B> M8YX7^,=CFD<'-
<.+7#@1Q"Z+BRVY;8NMFL2\]=;-LTG>QK7%I#FDAP.H(X$$ M+*JE!LUU026Z.GQG=]L#VCRO,.2]ZM^ M'?\ ;\ODVFGUE-E_K2SH:^BN='#
<+;41U=#4-$E/4P/;)%(P]A:YI((7C[K9 MMFDQ26WB8F*P]"JD0$! 0$! 01EZF]YZ>WT%3MOC-0)+I5M,=_JHG:B"G<.- M,"/;R=DGVK>':[S=?
JLU([L.A>5^2S?=&IRQX8^B.F?NZHX>GJVQ 6K=2=&V M3VZFW'SJBMLL1=8J$$MK;S)IYOP>-PTCU\S?_ *K$@ T!K0 T#0 < %O'"7]0$! 0$! 0$!
0$! 0$! M0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! M0?*I,K::9T UG#'&(=NKP#I^R@@_:%UW_JS)_TRE_QHML:98.ISJGRG()
<5 MQ]D%PR&#O>^MT-NIS*SX.>634'33E/ H4AV?:7,^KBZ;AV2AW&L3Z3"YGS"Z MU!H:>$,8*>1T?GL/,-9 P<$1L>+JPZ@-
R]I<[M%BPRMIJ>V5EICK9HYZ6.H> M9W5,\9/,_7ARL;P1,0EQ1R/FI*>60ZR21L>XC@-7-!**N1]3>X63[8[6SY5B M,\5/>(ZVEIQ)/$V=G=S.
(<.5_#7AVHF#IDW"R?<[:V#*LNGBJ+Q)6U5.9((F MP,[N%P#1RLX:\>U"7%NIWJ&W5VSW2I\1PFKIH[?/;J6H9!+213R.J*B25AT<
M\$\>4<3,+_ &A==_ZLR?\ 3*7_ !H;&\;/YEU:77<6S4&Y=C?1X3*:GYTJ M'4-/ &\M-*Z+SV'F&LH8."
(V.A=4FY&5[6;:19/AU1%375USIJ1[YX6U#3#+ M',YP#7\ =6-XH0C=C.]76?F5G@R#&+2+G9:DO;!6P6VF,;S$\QOT)(['-(1- M(?=O5?
U#;97>F@W'S'>LA1-' LYQ_< MC$[=F.,S&6U7*,N:V0!LL4C"6R12M!.CV.!:[CIX02""BK8GO9&QTDC@R-@+ MGO<= .)))[
$%>.5];FY$>>W&HQ:6D?@E/<.6@HY*5A?/0POY1S2D<[3,UI M=]SS<.Q%J)_8_?;D]BMN1V\7O[5=!:*MHY>PF*=@>W4> Z'B'/ 45?#+;A56
MG%+[=:%S65U#;ZNJIGO;SM$L,#WL):>T @<$$!L.ZD>K#<&:KI\+@BO4U"UC MZMM+;J=QC;(2&EVNG:6G1%J0SEUW[ZQ,"B%\S#%__!
(2#4/J[412AOWU=W\ZVES^\;RR:ALT+]&\T;B".(YFG@> MUI<1,-$ZN]ZL^V?.(?H1504PO'SC\.^$4\=1S?!?@W=\O/KIIWKM=.U"
(+=1W>V6!U3;:^&.JHZEELI>26"=@?&]NI'!S2"$3L;%B>=]:U5E-CI MLBQV2+'YKA21W:4VZF8&4;YF"9W,#J-
&%QU"&Q(G?;+KY@FTV39;C.30AF@)U<>*$I (A#OINZA-SMR=W;AA^5UU+466FHZZ=D<%)' _O*>:-C M#S-XZ:.*+3#+[P9EU:6K<6\T&VEC?
683$:;YKJ&T-/.'.* M(V.*9'U.=5&(WR'&LE9!;;]4-C?#03VZG$KVSN+(R -=>8@@(FD-S_M"Z[_U M9D_Z92_XT-CN/4IN7FFU^TM!E6-
S14F0R5U%2U1G@9,WEFAE=(WD=J >9H1$ M,WTW9YD>Y6T]KRW*YHY[U5SUD&.>UIT,TS]#W<0/#70EQX-'!Q:(A%JW[X]8VZ7>7C ;5)3
M63G<(G6ZV4YI.!TY1/7MDYR/#RO]9$TA[;7U6[];67ZFM.]F-OK*&?3F[ZD% MNKG,! +Z>2(-@ETUXCEXGAS-0HF-
D>X^/XMMY/N5>6U%)8X**.X&GGA,-8>_ M#>Z@,4G*6RO>]L?*[31QXZ(JAM3=1/5+O+H[H'BU MLU77CNC(1QT:&>HBU(?
6JWJZR=K9(Z_\>==+1SM9*ZIH('P>>0 WX1;.5K' M$G1O,3Q\0I0I"8WSWG'ZM0_S#\X?\\/Y_-W\7[#_ &_^:BK;4;4! 0L&
MZMJ#*K2BR*D81;;NQNKV:\>[E TYXB?!VM/%OAUV>@YA?I;MFVV=\?CB^S-S3]D=A /!=
T^IQY[>] M9-8]W6T&3'=9-):XOI8VZX*NOFVV]3WN.7 BA<[FGM=1K+1R^/6,D'IY'ELVX_''M;:'K;+OJV.Y6]\VB^TC:ZRU]/<:)^A;44DK)HSKQ
M]DPD+4VK]I=$Q/I?=;=%T5B76-80$!!C;WD%CQJA?VT+-=9ZF1L M;21X!S'B?
$!Q5;KHMBLOHP:?)GN[N.V;I]"*NZ_5357%D]BVU#Z.C<"R:_RM M+*EX/_!V'C&/NW>=X@T\5KLNJKLM=(Y3Y4MLIDU6V?LX?
U=/5NZT9))'RO= M+*XOE>2Y[WESGZDDDGM)6O=#B(B*0]BL=UR6[TEBLE*^LNE=((J>GC'$N/ M:23P#0.+G'@'Q!!3;;;;;[!!!(2($&%.]
M"/Y;5(M#M5+UU;,P4T)&J&_6M _"@B*.5=1+$EQA5OB4@_CDERDBS_@96E(:
MQQ32%Q+[W-OCOWTXHC2;9%)EJFW4'1N@$WK!S@J;2-<%7C]XY-R'33A!B$J
HOB]$M5H1D#K,!1DDY>XF9:79BUFI@H7^(\"1W!<=/>)UP02X[:W:Q#*AFF (JL%@D?
*QQV&1CND!K@!(5!0[3C_):=.RDG!&E06>4MI,[9]G[&LJ&?GA_ZS5GQ(P9H!@%AP!2^2&N7>%O<&:AKQ>1)(X[Y(W
%9X%(4'*PEDJG$O"P'D00]!%XBL'R<0)B]!GF/KV-(U4<#;GX+BM)\HF5-JNM
(4<8/1(24&"1>\$3[*5 V+"IMS8(1+N*T!Z[>D[#K'N&2>#ST[#\!KL(4!I
E1]V#M>=7W&6<5;R2%M!I+S7]$8A>$/&UT!Q^$:BOT0>45*8M-S[Q*RT.JZAT<
MY3@!JVF+)'8]#(QJP("+#8X$)OI'2);2K0!6F/Y<,<0\F(1F&6@RNJ6^VU^KJ=;
SEOQ]D_!8)J![W*X-U/&.SRF';)N>7=12GS'^Z=$ZJ?$DIF&UNV^UB>1WO<.Z
=GNNH;M&-7/YJB2$'T<&L_6%ZH+M)99Q[(23JTVG3L>CG(&6%QN]#0=M
_8_%WRTJ/N^K&_RZ\?6[AH]_G0*Y7,PX]JKK5
,X_?%?I:W1GK?3R0<.J<4SNXJR?G[%R]XU\P<2J!!(WS?&.(?96T%#J06?)7^F2(Q]EJMS[1E,9B;)<_<=&C%BXW
CN1VWJ3\^QX?;V[:=$UW*9@?8[3XD^V79&>A!$\/_2^_!*):6?%64;SA)6Z6?UYE;,N
\N^L4RI-<2QG;DJ=CUFC&!U$_UQ>?@[/1HH_P]F0U'"/,0@MV<>?@&NZBU[IQ-Z5=R:-3J,^23]9
M]6UQ5$9T[HN=@'@9K!OXNRGBO5R,>
'S:E]PD/]D[P(G/XS+0QS/EFX!<@0\YA,0IL>0#TPR%TJ-B+T@<_AW5_D9=[UWD)V5AM!2<#K(OZ,Q(FX0Q[F(
;+#9@-5^5(8UK.:G/HW1.M<:3MEAQ?9OT;;CF]0HX6*Q^90/Q;'38?0<([Q)@&,I3&[,<-[D^X5:UQ/C+=AJ-ZY&>1\+K2'
*VJ,9W>)M5-;H_5FZWM3H.N/,U7\N8:PE/<"3[ENJI7J@N23WSD(P5C1PIC]+6(SVM%;XT!];Y<1I+<*VY9KF<-IH=S>*0#6G@*T=6C5EX*4>
A@1H\CP;3_C'M'+%5H:_!#<H<FKD(&.TLWPL!5=$\^:58R+RXA)B/)3P]OUH
F1<-V`?4-4A[7^.I84W/L;G*4S=?!]4D;?5=4$KY54[4]4<3?%U;#;V=4W'IS:=5A[M;SF1^9'^E1WAWYRT9T4=IK];E(P2]_P=CH('!B<41

MOQNQE<6'XS27:*Z3035+9*ZGABAY('.!='/(=2#P\U$4>[JF] .;?BL'R MN!"'*>@'T<9/]-_]TA1,I;(JKIZ,O_<->/HZZ?*846E8LBJNGJZ_]RUH_%[1
M[^Y%HW+%D51GZZ?0G#]-T7O50B89GHQ] -B_&KC\KD0E%BHMXW]ZP*RS7^1T MMC%WJJ62+F('S98VR:1-T.K1*(-
#R^%Y=VHMP604E)26^EAH:""'.EHJ9C8]> MF@8V.*.-@T:UC&@!K0. "*/)=K!8[*,7NW4UQ%OJ8ZZA^%1,F[BJAXQS1\
MX/*]NO!PXH.:=3&"7O<39R_8_CD9GO3#!74M(#H:@TDK9'1-^Z& MA,PE]@O4ILUN%4PVZRY'%3W>H(9%;;FQU%.][NQC#*
Q[CX&L>XHBCK*($!M0$&"RW#<;SBTR67]Z".NHGZEG-PDB?IH'Q/&CF.'C:?5X+Z,&HR8;N]9->8[M\M|4F$/-S>EW*L4,UTP\OR*PMU>8&-
_\0A8./G1MX2CRQ\?N0O9Z/G6/+X< MG@N]GY=K3YM'=;;MMVPX+)&^)[HI6EDK"6O8X$&.[@!A"]#$U:J^4KM]X
MNMDG9:*^HM]6.>R!>H.!L/LHRT*!8-1W*7*NSW]%$]$P!U?*.U*KL*5@Y&%A*G@A9U*CK[DF**YAVY^3]%+I%'%EE]:5L#H4Q.C8"CUA/==6F-8(4'*P6CJ(2N%6T.NTE=GQ']_P3?@/6W6<]_:N%H45,2?;;P;9]Y_<;5F3$1[^/5MX*$(<.8QIG3MKWH=D6ZQ`?V!XP@2C@9)V/9AIV9%
H,%WZ6UTW6# MNG WEFI+/4G3V4E-,T^K_!SM'["QSI+/2P3RO%Z7H^N#N=4,?&RWV:%VG"1E M/4%P]3FJ"V%K.81&"R)MWS+;\J\OZ?
4Y+HOFZEL5WQT]36KOU%[OW?5KLA= M11'_$=###3Z>H]K.?\ SEHIU.2>+V.'RWH,?_U]KF9_)SJZ7F\7RI-9>KA
M4W&K/;/5S/GDX_=2$E8)NF=[?8L&/%'=LMBV/1%'A569M&$;?97N%=!:\8H7 M5#@1\JGZLI8&GVTLI&C?(/9'P-K)9CNOFD-=KN8X-
'9W\MU.B.,]4)S;2;, M8]M9;^>'2OR:I8&W"[O,H2#H3%"#KR1@CU7'B? !N,.&,<>EQSF_.LNOOV^' M'&ZWXSTSTS[G2U]J#SX@(" @(" @(" @("
@(" @(" @(" @(" M@(" @(" @(" @(" @(" @(" @(" @(" @(" @(" @(" @KIZ5_| W377_P []*+ M3N6+
(JKRZ_/2CCOT!'\MJD6A+FCZ>MD):2GE=@EHYGQLL6Q6WVJ[-KZ.)M92QB3T%4GTG7_OV MHB45$PFC_8!LG^H5D^)1?XD15L& M*[JA$PC
MGLYL;O\ YO@5!D6!9TVQXS42U#::W&[7*C+'Q3.9(>ZIHG,',YI/\ |46F6BY M%@UROS>:APG?[+^5WT,*V_Q3/K2:*H!
[N>&2JX]T7\'NY26:ARL:!N;RH+0\ M0QC"'\'-QJVVVYSBU,A%OAY&8%OAE/UHNKXB@(5(5KMBQOHG.FTZY9X>GWPQ7R%;+#-$NG6!Q=LW=8
^*6%XS,ZRQGZZTKYSX
(\OTZ!S_OZSV]MU$-\S9M&J(8H8-BO5M(/4SRQ5YDQM-TKZ(CXR3*KXCU:LV-OJ[GLS@S*FJ9CH.&67F/J$.^^G[(X;&O#FAOQTT60QY9NXP!X`,3!3N%[^)@[2P4,<'KKQ/S?N*7&7KG3B\5D^HQ6[/<*Y;@_@_N[1Z&:X,>'U5=XF[E1;(_]S%O@(.A

0#8OQJX_*Y$)1:S]UQZ=.JZ3,ZBDDELE3<9KU3\@X3VZ[=XVJ9'J0.:,RR ML)]DT'L(*+;X6$XIE^,YQ9H,@Q.YP76TU !944[P[E)[6O;[)CQ[9CP'#PA
M%&$SK=S;S;>HMM)F5]H[;5W6=E-2P/=S2#O#IWLC6ZF.%OMI7Z-'C09W(LMQ MS$L>J,KR&XQ46.TK8Y)
[@[5\0;;]L<9'=AQ/,Y[0.4'M08"\81M1NQ;X;K=; M/:,HHJAH-/=6,BG>YFF@[NIB\\#3[5Z"%75KT_;;[46FUY-A=9);JNXUGP1V M.3S&H#HN[?(Z>
R$R@1EK6OYG.'G-X@^R+1+FW]N^]7YXN']%_FC^,D_F_| M"^W^_.|U'L_ND31:LB@@(" @(-'S;;;< /DR&T1FX.&@N=-_P]8/%K(SV
M6GBD#AY%]^FU^;!]VSHX,&39YOA'G+A,CN\4?48E)8^Y9]8TFPZ@=%>Y4:)*AA[B8DZPF*99L?JJZHYL?&Y^8F=TJK:"XFXF7+UA\]_+^!/)7E$R?6Q[+\>%=R7PK0H/OY(7#AE2=#B3DKY'8Z8M^WS'TK$X[G[!W'7/S;=8I8<#PKTF^D!'-'+;-2F'<

&|8]1W9W7Q3 MMWP]T,U1(V&"-TLKCHV-@+G$^0#BO(O:+3_%9(F>BWQ3[/B[W@_2%%;:1T5 M;GUU-?
(W1SK7;N:*G/D?.X"1P_;-9ZJ^VS1Q^J7]B]=YQONK,I[>_%=O]6[W*CK]6FE#-OT8PBN6E<!NHTEL>.%F{S1W43!FPV&
M=-UT\99!68! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! M0$! 0$! 0$! 0$! 0$! 0$! 0$! 01AV@Z7<@VVW=JMR*[(*.NHJ MGX?_
,%!#*R4?R?G%S?.<=/-UXHFJ3R(1FZC>F*_[W9A;!$Q*2E+$8*.&!QYG1;:PD=A+0!JB'-=_-KKAO MJ9:NGJOA-2Q\C.6
DENC#KJ=43!L'M=<-G]OH<,N=PAN53%5U M%5\)IF/C9RSD$-T>==1HA+E/4#TK9%O'GT>8VO(..UP1T-/1"GJ(I7R<\#Y' M%W,PZ<>=")
<_^I+NM_\ Z7']FM]VB:MJVVZ3-QL*SNPY7=<]CN5OM-4VI]*$ M&KUE8T$%OGOY>.OA0][+U";37+>; XL0M=Q@M=0RX05SJFI8^1A9"R5I:
P@ M@DO!U\B(A[MB]M.[:7;BWX1<:Z&XU5%-4RNJJ=CHXW"HF=*_CPYM$)8'J& MV"MN^.:/T<,51':\JM4G-;;]A>WN9"!+!*&Z$L=IS-
\+7#AP+M1$O1M]@.Z> M&[35F UF2T-=D%)3/HL8OHHCG'P:![Q#4#^IEX,#G#Q0N]TT%>\UCF*#(6P^F4<*U?4AI3.SMJ3T=QV^3\U7JT8N$5Q<
MN]ZR*^76GO5ZN$$$='12T'*X]/'|J<BW]DUTJ%OGG3X"-2"#>>H[Y=>*QE+F[SJUB=IKP=]:C]FEM9,9MH;0\)J1J3D_2-%3=<-&6TMK_T6YK$G=N08NU;
M_E5@V=.VN M17>FN5U@@MU5:`**Z1,D$&+HLU\L,XU((G:R%Z-+$SO/QE0A([2Z6+8*+\CQ&R7_+
MNDNL=WIX*>..EBDC>P]R$|R$RD4B!!P'J6Z?J'%DL(,H.W#?7<&G*QQ%MWV5M7$G2NB&<(I\|3DUVUN*[1XM%BV%*PN*9[9QFI0
&C@$$;J@@@?XFH!K\+NGJKI.M($Q#X%K>TIYA&UF#_/%=-N!$L'Q%B@:K(N\GE=E<EH&?SH*3EJDSQ2D?4A4"+'U-QJ%V5A
QX@]HNS;ONIE!N[.823 M6ZV)ZTSN_P!K5S:2"/7/7/7(JBQ)4)2Q]OIE2,\Z"^$\H(W(A6U?`$WQ8V[R2CJVK%O&(RH^:K&$Q9,C4)
MVH52G_LLV_5RB_F?]?XO\^C!CO@(#U?!V49O%E@'L!X$)E^:I+1:5P!@L?,K69T!<_'3^^FJ,C%>D,8QJ!5/YYE:K1FL5J^W5R6.9H%F2
&H_PJM^Y&3AUPFMLM_R MK_V@_P "\U@W/BYY]3KB^IY<0$! 0$! 0$')=ZOYO;/^U M/^!9\;8Z8IT<8Q3I
0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! M0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$!
0$! 0$! 0$! E0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$'_V0$! end GRAPHIC 11 bc_overview-4c.jpg GRAPHIC begin 644 bc_overview-
4c.jpg M_]C_X0 817AI9@ 24D] @ /_L !%$=6-K>0 ! 0 !& M #_X0-W:'1T<#HO+VYS+F%D;V)E+F-O;2]X87 O,2XP+P \/WAP86-K970@ M8F5G:6X]
(N^[OR(@:60](EG)E4WI.5&-Z:V,Y9"(_/B | M>#IX;7!M971A('AM;&YS.G@](F%D;V)E.FYS.FUE=&$O(B!X.GAM<'1K/2)! M9&]B92!835 @0V]R92
W+C(M8S-P," W.2YD964S837!E+U)E&UL;G,Z>&UP/2)H='1P.B\O;G,N861O8F4N8V]M+WAA<'\Q+C O(B!X;7!- M33I/#IX;7!M971A/B
\/WAP86-K970@96YD/2)R(C\^_^X #D%D;V)E M &3 ?_; (0 ! ,# P,#! ,#! 8$ P0&P&!P$! 4'" 8&!P8&" H("0D) M"0@*P,
P,"@P,#!#$!$1$1$1$1!04%!04%!04 $$!04(!P@/"@H/% X. M#A04%!04%!04%!04%!04%!04%!04%!04%!04%!04%!04%!04

M%!04%!04_\ $0@!>@.J P$1 (1 0,1 ?_$ -(0 " P$! 0$ M " P0%!@$'" D! 0 " P$! 0 ! P($!08'"! 4" @0% M#PD%!00(!04 $" P01!1(&
(3$3!U&1T5.407&Q(C)2DM(SD],4%54687*" MLB-45A<8@4)#B8[-$9-1U-O#A@S76\80E1481 0 " 0$% M @P#!@8" @,! ! A$#
(3%1$@1!D6%Q@:$B4I(3% 45%O#1,K'!X4)3!O%B MN3/O#OAF)2>N3/O#OAF >N3/O#OAF >N3 M/O#OAF >N3/O#OAF >N3/O#OAF
>N3/O#OAF >N3/O#OAF >N3/O#OAF >N3 M/O#OAF >N3/O#OAF >N3/O#OAF \5,F83_WEW4?[Y@/@>\W-6:8.\#,$.#?) M\:
(S)2EF.S)=;;06Q;.B4I41$53!#D_C7.?XCN?3'O& /C7.?XCN?3'O& /C M7.?XCN?3'O& /C7.?XCN?3'O& /C7.?XCN?3'O& /C7.?XCN?3'O& >*SOG)
M)8E9DN22X3F/$7U@!.=\Y**J,_K 'QMG,S,OB.YU+7_OCWC 'QMG,O_\ 1W/3_P",>\8 ^-\8 ^-, ?&N<_Q'<^F/>, ?&N<_P 1 MW/ICWC .
[9S/F8[#873O4XW78KJG7/67,2U%*=21J/%I.A$0@5_%&9_?<[I+ MGC 'Q1F?WW.Z2YXP!\49G]]SNDN>, ?%&9_?<[I+GC 'Q1F?WW.Z2YXP!\49
MG]]SNDN>, ?%&9_?<[I+GC 'Q1F?WW.Z2YXP!\49G]]SNDN>, ?%&9_?<[I+ MGC 'Q1F?WW.Z2YXP!\49G]]SNDN>, ?%&9_?<[I+GC /"S7F0U&A-
\G&LM:2 MDN&?%B >_%.9ZT]MSJEK+UEWE #S3F8M=[G=)<\8 ^*,S^^YW27/& /BC,_O MJ>?6D.G_ &@'Q1F?WW.Z2YXP!\49G]]SNDN>, ?
%&9_?<[I+GC 'Q1F?WW.Z M2YXP!\49G]]SNDN>, ?%&9_?<[I+GC 'Q1F?WW.Z2YXP!\49G]]SNDN>, ?% M&9_?<[I+GC 'Q1F?
WW.Z2YXP!\49G]]SNDN>, ?%&9_?<[I+GC 'Q1F?WW.Z M2YXP#L\KWR]OY>D//W*4Z\5Q)LG%O+4HD>KDK#4SU5TT!,-E[8N_O"1YU?*)
M,'MB[^\)'G5\H&#VQ=_>$CSJ^4#![8N_O"1YU?*!@]L7?WA(\ZOE P>V+O[P MD>=7R@8/;%W]X2/.KY0,'MB[^\)'G5\H&#VQ=_>$CSJ^4#!
[8N_O"1YU?*!@ M]L7?WA(\ZOE P>V+O[PD>=7R@8/;%W]X2/.KY0,'MB[^\)'G5\H&#VQ=_>$C MSJ^4#![8N_O"1YU?*!@]L7?WA(\ZOE
P>V+O[PD>=7R@8/;%W]X2/.KY0,-) MG*_7V,S9#C726R;K,HW3;>6G&:9!1(U4/30M! .6^*,S^^IW27/& /BC,_OJ M=TESQ@#XHS(ZG=)<\8
^*,S^^IW27/& /BC,_OJ=TESQ@#XHS(ZG=)<\8 M^*,S^^IW27/& /BC,_OJ=TESQ@'BLT9GPG__ #<[5]Y<\8!]0]J73[](_P#9 M_K?E5_XCG=?=_P!
[6"'U!?=JZYB!X #67W_!H_ MF)[!@.?$I !%72\NQ8]P>S+'F6J5/NSKK:K:ZF='-Y:&V2;)2,)J2E"MH>*BJD \BY.M= M_M&6E7V9-
5;6K)F:\$Q%V"%LG;9ZCP-&;>DEE6NT-6G49%H!+&7E*TVZ#>IN M6I,V':KWDEB^-PY:F7W4&_.0PIAUW9]LV2BQXD$A7R@AA7G(N6(.>2R%:
[9> M9]PM3BDWB8[+C0V)3;<3;N.-J=-,9"5=MB4I?W'3+D9U-P]EBS9;M&;'K$LUV MZ^9*:NB&SDHN"6EG=$,J2W)0VT3J#P8B5@(!\5 ?0F?_ &
[EW_A' MO\V\(%8 ,FVQV)=S@Q)3FRBR)+++[M:86W'$I4=>I0C ?5 MI-UN3.]6%E%%KBPLO6N^PFH+#4%MM;++3R";<)\DXSVI:3-
2C)50!S+4"_': M6+O*E%;7IN:WU,QB92IHX#AN$;1FBIFK]XEJ,N"@#!MM@M++3UUR\]-@V^[Y
M1N5S]5D*9D/)5':C%'0E2G7ZDA2W%8&VR,OWEGJ 84.T7>X MFM,"_)4VLVG"9;4O"X1&9I49:CH1@,^)E',Z FYQH+KD4Y/JBTH0I;R5)[
MM>S(JX4T,C/OM (8[]AN7K=Q8MT:1/8MJU(?D-L+10DE6JT]*J#IU#T@/7K! M-4\RS;&7[@IV.Q(7LX[B#2<@C-
*:'K+1H7J,$JX]@OLM^1&BVR2]B'AE-(: M4:FE'J)94T&?4+J@)N9>O#5F:ORHCGLUUQ3)+)*L232>'$HJ:$J4>%)]4] "
MJ19+U$D,0Y5NDLRY6B,PMI1+KK S M$>2B^V)<1LK)ZNM4EY4 MM:DGHT&G 2<6JAD UD/*N:+@],C0++-
DR+>K9SVFF%J6PO3VKA4T*T:M8#V M4B9M68S?-1W*5,AG%-&$VCA82KBKI-6+50J -0 \5W)]8!]:__ D!];7W M:NN8A#P 8\Z6W
AR)KI&;49M;RR3I4:6TFHZ?+H 7V8Z9;MUB-Q5N*90^J M0TELW4&:5()1IB(R,C+J"!9,O=GMYM%/N$:*;Y&IG;/-MXTEI,TXC*I /';
MY96'5L/7&,V\TA3KC:WFTJ2A!)-2C(U5(B)2:GU*D (OEF=B)GMW",J$M1H1 M))YLVC61&9I)5:&9$1Z
'D>_V.6ZPQ%N45]Z4@WHS;;S:U.MEK4@B49J(N$@ M&Q !K+[_@T?S$]@P'/B4@#6W&\6V7;X,J%J7<7E,-*01&E*DM..U5 M4RH5&S
7LW2VR'SBL2V7)))VAM(<2I> SIBPD=:5ZH#52,UQ$W#U"$E,T_5I
M4DW676S0E<4VTFTHS51*E&Y^\9$5#J"&Q;N*D1N4\U&ES$)4U&6ZC&HS(C, MDT4>*G]VH)0Z))F9'HH"&-"S)$N4J,U)+ M\9]A3[KZ7&R-
DRP84+;-1.$H\1_N.,)D=- #-8O%JDH>0Q+91(BNH>8<*J M'&U$M)E\AE4C 6@(J[E76,!^<-[+K2=Y694J6DE%*14C,B/R#0(<;MV><3X1 M
&W9YQ/A$;=GG$^$0!MV><3X1 &W9YQ/A$;=GG$^$0#*@7F5:GER;9.5$D M.-.1G'6EDE2F7TX'$'_=4G08#R'=Y-
O:EL0)IQF9[/JDUMI9)2]'-1*V:^%- M2(Z -G%SSF>%9',MQ+]9R^\E;;EN2ZDV=F\=7%4C-*5_O)29$8"S\PLW^I MVVW_ !)+.%9G$/6I@WR-
,9QI)I;4BNFJ",R36M"U ,5O-U]99;CM7I]$=F/) MA--)=(DIBSE8Y#1%WKJNV675 05FF\JCG%5=WCC'!*T&R;I8?9R5[0HW\LE= MMA ;$]Y.=C.V*/-
$TU68S.U*.14XYF@VSPGU>T,T=M7M= #%GYWS+=%OKN5^ MD2E28WJ$@W72/'#VFVV!D1%1O'VQ)+00#2[=GG$^$0!MV><3X1
&W9YQ/A$ M;=GG$^$0!MV><3X1 &W9YQ/A$;=GG$^$0#Z&RZU\.Y=/&FAQ'J:2^]O"!7M M6N_3QD ;5KOT\9 &U:[]/&0!M6N_3QD ;5KOT\9
&U:[]/&0!M6N_3QD ;5K MOT\9 &U:[]/&0!M6N_3QD ;5KOT\9 &U:[]/&0#PW63*AK30_E(!OG,]YK>C M1(;V89;D:"MMZ&VIZI-
N,G5M1&>DS09=KB,Z ,5.:;VC9FF[O%LCDFU]H7:G M._Q)E_-KV_" @UF.ZL,HC,7-UN.W%7(E7M]UYR.["6LW" M*L5\3C-"(B)"C+2D@&GVK7?
IXR -JUWZ>,@#:M=^GC(VK7?IXR -JUWZ>, M@#:M=^GC(VK7?IXR -JUWZ>,@#:M=^GC(VK7?IXR -JUWZ>,@#:M=^GC(MVK7?IXR
=WE!2599DFDR417,JT.O_=2!,-J"0 !TUHS';[)941FX*9]S= MFIFR-LMUA#?]I%ZO@4T9&HR.JC(] (9MPS/:3]J>RG)#";C=8=SPD1MF2&R) M3Z#-
)E7M])%U0'MPS/:YT6[,H?DQUNWHKQ!-*%4=:PD@VU446#JJ$6#FJZRG9@LE MX8N+"YLRWUN4FY1%%QVC5ZPF0V2"0LB4G HJ:SKH ;"-
=+7=K3>U+EOP(K5FM M4"1):0:GD.M.&E6S02DFI-==#U"!26:8E&];=M,>=2Q".(\PN:TILW24IQ9N.%B[:E"ZH#29@N=LE6FQ
MVJW2I$T[4B0T]*E-[);FU<):3(C4LZ:RH9Z '/ D :'//D+!_(E_YDQ* M'(@/#K^Z=%%I(_E+20#ZV6\'*LJX73,TJ3*8G7J$;5URX*[D^L ^M?_ (2 ^MK[
MM77,0AX ,&\QGIEHGQ(Y$I]^.ZTTE1T(UK0:2(SZY@/G[V[F2C(DR(R MEH7 ,LC*N^5I*YP)]JLD2YP6;:] M,O9BEH80PZZXAPW$DM)I-
*\.!RG;:M>D@'"W>"WE],-DNQG+;MEFML>X1F30 MV_-AYUPFHI/H4IPB5HHT9*I0E::4E#M/A6^L-YKN=NA1/:]UG,OV]U]+;CB MH:6HZ5I/:)-
5E@<)!+JG%0ST"$L.-DB^/-D4^$VMI[,4:[/LON-..,W&)M M:EDVA*#7B3W*2I\IAE#(8R)/C28LAB!&:<9S._=#=0:4K3;UI=2FADFNI9%L
MPRE].&(#67W_!H_F)[!@.?$I &@OULFSKG8Y,5"5,PI2WD)J5A,D*C M/-D9%0ZGB6D$-
!;\HSHS=GPQV8\ECVB4Q]LRQEZT3F!1&1%B.II,_P#Y"SR+6:6G<1//*2TE"NY*B#P*J]1EPW%D
M;:6C6\MM2=FVV@CV?.&?;F:NR82:RM=Y;.*A45JNWO9$VVR*4.$M2;Q4W'4L(;< M)24D:B/9J7PEUP%%#W@W#!;(\%T[,:F(R'2-
+KKM#29J2FB4(PT173VQ MZ"ZH94K*1K-9H(B[4UJ-.+"1)Q8:8L)4Q5IH$$);8!XK4?6 ?"MY&;LRV_/ M-
ZA0K@;45EU"6F]C'70MB@^Z6TI1_M,$.7^.LW>]#Z/%]" \/>;2UW4^CQ? M0@'QUF[5[4.O_#Q?0@/?CK-WO0^CQ?0@'QUF[WH?1XOH0#XZS=
[T/H\7T(!\ M=9N]Z'T>+Z$_^.LW>]#Z/%]" ?'6;O>A]'B^A^A /CK-WO0^CQ?0@.GM>:K^]; MX[KLM"W5I]HLHS,ZF6G[$0,XFO?
WEKHL3T(!\37O[PWT6Z$$ +,U[/5): M/_\ :Q/0@'Q+>_O#?1(GH0#XEO?WAOHD3T(!\2WS[PWT2)Z$$ +,]Z,JE):/J_X6]J\R ?
$M[^\-]$B>A /B6]_>&^B1/0@,/-F<\U0/ M8R(-T7&;=@;5Q#33"4FLY#R:T)NA:"+4)'.:_F%%GCGWX_YMCT0!^86>/?C_FV/ M1 //S#SO6GMQZO!LV/1
!;P\[GJOCQ]3N&-9?2_2 >_F%%GCWX_P";8]$?F%G MCWX_YMCT0!^86>/?C_FV/1 'YAYW/_\ O'O-L>B /S"SQ[\SQ[\ VQZ(_O
MQ_S;'H@&L_>=,UR8W:W%%T6ZX3AI2VHYHVG0B+1Y(!L_BS,GW_Q_1_" ^+R? M?S\S']\J?\ WQ76$$QKLXR2D*-1(C:CE4R/J_9"1J]?S"SQ[\VQZ(
_+.O MQ[S;'H@&'GYB9V]FG?7"_W/1\ 'YA3X]_^/^;8]$?F%GCWX MX_YMCT0#P]/X>=RUWQ[S;'H@'^V;]F$?
F%GCWX_YMCT0#Z/D.^WB^ MY8F/7F8N8ZSK!4NV_8W_16GM29MV\US$A2%HVIT3A*8D+B8.!P9[; 86W8[N]H!
MB;!\F"DFRX451X4R,"MD9\!+IA_V@"V)#:-JZRXVU7#C6A2$XBTTJHB*OR " MX\EO9&ZPZC;E5C&VI.T(^\J7?;?L >.LO1W#9D-
+9>3W3;J30LJ*5$1@(M #0YY\A8/Y$O\ S)B4.1 '51]WU\E6N-LDF>[#:KC< M0THB(\.$]!*J
TLBT/(7"@.E='9L5$PFX3;SBVB74S,6DT$9]33MC35/R@, MMO*EU=RZYF)MM:DMSTVU5N)ETY1+4P,^TPDG0C"0#$.QW8#DEXDO+^U2VT=
<+>+MB-./ M2D@&FE9-MEK]L7*]N,.R6M$$F6&UQ),F6Y2XHU%VVSN36FD!MY.[2 MQ(OT++[5\-$M5Z;L9O57\O3IB(+=U:MMZ7.;9)R/#
<94]Z\E+1TP&3+_:*/M3))&>D!P[ALFXX< M8U*C&I6P4X1$LVZG@-1%H(S*E: (@.QL_P#]KB_/ZQB!]4RK!M1-93F2K9'
MFUB9CE2V"DU3.'V:VDN-&E$$GU %]NRO9VIF7'3+=LMZS'""PFELZ$G M:(6=#*AU.@"-
HR9'=B.3,W,2RR4U%N1ZK*AAJ.)UQXW7G"0LD)4G[-L\1Z M:F5 %UOR;9)*[9"?NC[D^\/W")"D1&VU0B. LTMO*4LR6IMVA:$E4B.OR ;"
M+E=B9EB5=7/6HD]FWN71DWE1R8?;;=)LTMM8MN:3(]#M,.(C*E-(#?9BLUEF
MWZ\2(+KS=SL_LR9+C*:1"6RZJ,PXALD=L2DFXA55%1=5:"ZH67#+D.[WJ1' MDR?4H+U]S"2SC16C<:1 9*1VIEA-9&184MF9)3U-9@-
/&RG:IZ(MQM[LUVVR M;7)N:81DPFLFV6&UMU2>T-Q9.$YM*4Q=J9'W0#'D9#LL>%#F7"=
M+L32+I"M=Z.Y^JNN1VIK2W#D&S&6:V31LS+9O:3(R.NL@'J-WL=+MWESDRH= MKMJ81,1WIEN2[*7<#HEOR_?Y<6-(8OU MK@/&3Z5&EF4T11]#9-J6F"Y2"
[=.T++MT\!@,Q61X1SYQM.OE8X$,YK4M,\,DST]D%%&:5'D8B M90A2E$:]H>)&E-#4#-LP!LP9+5RA-)9D(6H2:RZ#T#-
M!5#Z@@#:9L9L[L]B\Y:S_TQB6/D-]SYFB=\2^MRO$DW(]*A.MGW<=+P*Q$L3Y!>&:V[$;0L_=K]O;0J(LKYN'1MB%%BMDP!C3>5ABA, M&5(4BF1&PRA%(J<$*IQB<*F2\;Q2O-%6T@RYOZF;KW6%'KOKKN\1X63>$(9=T],MB_(@BD*H4C M5$PFQTNA!1J4Z+.(,@9%4,VSZ'M67H9PF7HR*:/[*I/4SD3\2R(R%A(8E<*(S?I*!7+%8S/(S4Z#3#/ M;UFD[=K*A+*Y&B&5#)I(:X:#O
M!5)[Z@#:M@X[!@K+X&K$V#,/_<7SP1,CNB?(2*$@#RE[=*#HDIXL"$?*U3.YSRE6-@A3Q^1Z+
MAS9HPRMZ0Y66,F&D@8@^>D$JJ\C4X%23RMJD\,[NR=W$ZW95Z+GOJ8NRXR!H M:#VM[?$DB5R$7+Y$E7&=G:=)RHK/ >]*)T'G2[2T'*_=$.L]CHG>/4
;8!X! M5X<@$7F6S\26;Q'$A=PFF0^&"C/>++M3(FRV=E5<<:>Y!FA[K^J;2(WQ6E2F=2;MB8)&,6FN:X3ES.U #D,>W_)=+5P9P7GV8KJK.V-@I!]
M.<*Q'2=>6<N3?SJ0Q!Y')IM7ZPBSJ&\@E6X]M_Z8TOBU=;!X/F%1X5@6KZ$Q!#SHF8M53Z3:_PM#'!!#*/I:Y&%(X;@%YCW=S;)KKA\YUVQ:NK@4E
M7_!(7(&,(2E%Z[,*<#&KG>(YU'K#D!KMFQ'QF6#P%?!E87;Q>U/N]Q:]W%($B.T(6R4_+9S>D0%MM"1H<9HB)#R:DN<<-8<"[1U0]:N_V"\HS
MY@"B*5/F(<$(6:&?*.I6Z3CBO]PCYMM,]8M(A57Y-3;D@"7D:Q(#-+:2K/0XKJ*9:B5(X^!$X:)H]N>-0B:O
MKS,+:5X9]XA9UN5L"B.$IR:(&F/Q%XP-7D=IBVUZNX>@%*O0.&$6%1@9@Q@@9Z:4%V$V:9:EE,-DE*,X_@X4Y%C9$H8:Q:'-@%IP)UH0Q

M)0Y#$GOBXP#$GOBXP#$GOBXP%K$M^(YMHDER,]0T[1AQ32Z'K*J#(Z *L:3, MS-
53,ZF9G4S,]9F8!B3WQ<8!B3WQ<8#Q2DX3[8M7" ^N5+A+_ -D5 M_8"'Z";M\)3:5&RDS,JF8"?LZ#S"0#V=!YA(![.@\PD]G0>82 >SH/,)
/9 MT'F$@'LZ#S"0$'($))),F4E522/K&8"?LZ#S"0#V=!YA(![.@\PD]G0>82 M>SH/,) /9T'F$@'LZ#S"0#V=!YA(![.@\PD]G0>82
J=MEN6IM#D9"T&9F: M5%4JD6@!Y[$L_P!Q9\$@#V)9_N+/@D ->Q+/]Q9\$@#V)9_N+/@D ->Q+/]Q9\ M$@#V)9_N+/@D
->Q+/]Q9\$@#V)9_N+/@D ->Q+/\ <6?!( ]B6?[BSX) 'L2S M_<6?!( ]B6?[BSX) /?8EF/1ZBSX) -6YD?),]Q@J (_EWN^_"EJZ(WR 'Y=[OOPI:NB-
\@!^7>[[*6KHC?(?EWN^_ M"EJZ(WR 'Y=[OOPI:NB-\@!^7>[[*6KHC?(?EWN^_"EJZ(WR 'Y=[OOPI: MNB-\@!^7>[[*6KHC?(?
EWN^_"EJZ(WR ;L9'R4E!H3ERW)0A2DI2F,V1$1 M'J(J +/@G)?X>M_1T<@!\$Y+_#UOZ.CD /@G)?X>M_1T<@!\$Y+_];^CHY M #X)R7^'K?T='(
?!.2_P];^CHY #X)R7^'K?T='(?!.2_P];^CHY #X)R7 M^'K?T='(?!.2_P];^CHY %2\C9(E*/UK+=M?V/V;.TC-JP([K"FI:"]9F C M^7>[[*6KHC?(?
EWN^_"EJZ(WR 'Y=[OOPI:NB-\@!^7>[[*6KHC?(?EW MN^_"EJZ(WR 'Y=[OOPI:NB-\@!^7>[[*6KHC?(?EWN^_"EJZ(WR 'Y=[OO MPI:NB-
\@!^7>[[*6KHC?(DSD7)#2G&VLMVUMLL)DE,9LBJ9:=1 +?@G)?X M>M_1T<@!\$Y+_#UOZ.CD /@G)?X>M_1T<@!\$Y+_];^CHY #X)R7^'K?
T= M'(?!.2_P];^CHY #X)R7^'K?T='(?!.2_P];^CHY #X)R7^'K?T='(?!. M2_P];^CHY %+F0\BOO&3V6;8X24EAQQ6SI4SKU 'GY=[OOPI:NB-
\@!^7>[[M*6KHC?(?EWN^_"EJZ(WR 'Y=[OOPI:NB-\@!^7>[[*6KHC?(?EWN^_"E MJZ(WR 'Y=[OOPI:NB-\@!^7>[[*6KHC?(?
EWN^_"EJZ(WR ;B+E#*<(UQH M5C@QHRR)Y3++"$(-SN<1D1:Z: &1\,Y<]TQ?-) /AG+GNF+YI(!\,Y<]TQ?- M) /AG+GNF+YI(!\,Y<]TQ?-)
/AG+GNF+YI(!\,Y<]TQ?-) /AG+GNF+YI(! M\,Y<]TQ?-) /AG+GNF+YI(!\,Y<]TQ?-) /AG+GNF+YI(!\,Y<]TQ?-) /AG M+GNF+YI(!\,Y<]TQ?-)
/AG+GNF+YI(!\,Y<]TQ?-) /AG+GNF+YI(!\,Y<] MTQ?-) 4N94RO*6:)5EAO)8(B9)QE*L!+[91)]6BIZ3 0^"21UB 3 5O=RGYZ>R L 5K\HSUU?5 M 6
]+60"ICR1==79,!8 K:U+^>KL@+ M $&^Z=^=_80"8 "M/E7?H]@!8 @7 MEU?,3V3 3 !7_'/^67U@%@ ""/* MO?0^J F #"].(&4UY)'6(2)@
*WNY3\]/9 6 M *U^49ZZOJ@+ >EK(!4QY(NNKLF L M 5M:E_/5V0%@ "#?=._._L(!, !6GRKOT>P L M 0+RZOF)[)@)@ K_CG_++ZP"P
2V:Z5PG2E?V M&(R!-N*K1)G32?[0R(F1D=#T&6LA(/$K0LL3:DK34RQ),E%4CH95+@,!Z & M1D=# *'0SX !X9DDC4HR2E)&:E&="(BTF9F>HB
19>9D-(?CN(>8=22VW6E M$M"DGJ-*DF9&76$S$Q.)$R(S.A:SU"!ZX6Q0;CQDVVG2I:S)*2ZYGH+]H1M' M@]-)EK+K'U@'@""/*O?0^J F #"].
(&4UY)'6(2)@ M *WNY3\]/9 6 *)LR);84JY3WBCV^$RY)ER%5PMLLI-:UG330B*HRK6;3%8V
MS.QS1F7#9=WCW[,1P;JWD6XQ,D7+$N)F%Z5&VI1L!K1(=A)/:H:615(ZF= M#+1I(=#6Z.FGFOO(F\?RXG?PYMV5=;S/9LXM=9]\KEWRE>
<^EE62QDZWPI-P M@7'UZ*ZN645> V5LMF:F'5$>(B770+=3Y=R:M=+GCGF8B8Q.S/;GMAC75S$S MC8H;WY,,VG,,V\Y9F6ZXV"U1K\<
I,>2B1!F&1-&E]]J4+.NE"TUH)GY9,VK M%;Q,6M->9F-NPI>AMQ M+K!F1*KK0HJC6ZGI/=4B];1>LS,;IC;'C94OS3B8PEF/>,QES.67LG.66=(5
M?Y*897>A,P675H4X24J54W5D2:K2DBPEU:Z!&CT6KOE.?$LMZN/L:UYB6\P;;TLTU291R,W":4>I9]33064Z*+Z M4WK>)M6.::[=WCXHG4Q;&-
G%@6G?;;KA<81S;'*MN4;NY7FKPYMVWMW[6-=;;[MG%F9*WLM MYMO,*T39?3.@-K))J4EK2TYA4E>!5>U/6*^IZ#W5)M%H
MMRSRVV8Q/[TTU.;LP^@K\HSUU?5',7+ >EK(!4QY(NNKL MF L 5M:E_/5V0%@ "#?=._._L(!, M !6GRKOT>P L 0+RZOF)[)@)@ K_(Y_RR^L M
Y^^1\^.YFR_ER? CY196[\3Q)39JE/(,OL]@HDG2GR*30])U+0-K2G1C3M M%XGG_EQN\K">;,8W=KI!JLWY\?C7Z=FJ.5D>?
3>H>9\W3K8A2EDRZ_#1'6VP M[4R+9.IQM:Z%BJ6H>EBU*Z<\WZ9H1/ESM\<;VIMSLXV+?<,H7N+D^Z9T2J-
MEBX/YNE;"Y+>;4TMFK2=2NGMM$:4,;H76G M\ML3XB&IDAJXO[*T;ZAD1D+8Z&L]F[WG-B=D8CT?QVH]/[M&BM&;+
[EYBYV^Q79$LHYYPE2+$N&DU6PX+\B1%?4X18UDXX:4]N>!9+HDNU, M;&IH4U)B;5QGW4=C9>SG>;<658BI,;:VS_7&3M,-
EDGBE*N$M*'GV%IVIQ<""-2XZB4A1*4K M09#/6Z>EN><3,QC;/#EKLB=W-X]Y%IC"J-GC,,A%IEEL\P9BM3EZ)4A#3,B(
M]):LYR6TP'HB48FEG2J5%M4UV:NV*HRMTVG'-'Z*VY..<<^/2B>WS=L(B\XX MS&?V=BV-GG-4HV(-ES.W>XTV186#S"B R119%T><1)BDVE)
(4:6TI<22NV:K MA748VZ72C,VIRXB_H\T[8KNG]WA["+S.Z<[F=F>X7V[[F\W-W":XNYP)(V3$6QG=,URFTS.G/E>0, MT9AM^98V6FI[2'(-
\:L)91;A,LFNS)CDI5S+9(2I%2]\2D493W&&H7T-.VG- M\;Z\W/F?U9_3^[CVD6GFQX<8\'"\;.QG1+EGJY;F;AF+VB[.S7>W#BLUMY+*
MUW5.Z]1/V166)Z\Q^JJD/L&]K)V]3Y+,ZRL>UT']J:<6+J#?T)U>:OO_ -7/ M'+G'AYL?Y=W@W856Y<3R[L3_ \K6W+,\FV?YL9X[N_?N9SJ3QV
M9W^1FNYTS(VY:X=ZN,.8=TLSJ7(%IV,AMR:<>2YMY"%HVIQG$(0:78ZL"%$I M*BHHC&$=-ISF:Q,9;3%=BMQ\7TYCEKQ0[O(?
F61LVMBMNTK7AB$LNJI:$[4S/3V M].H.3U6G73OR1OK$1;_5V_DV*6YHSQ_8Z!'E7OH?5&JS3 !A>G M$#*-\DCK$)$P %;WGL@+
&MS%9(V9MXWUF)8WK%JS$]KXM:=UV\0\SY.FW>%9V'LGI;87 MFF+-DFY<84)A;49E[U(K-O\ D_EF(]&9G;/-^QJU MT[SA/*U6C*B[]89=I$]U:
<[(C,8W[V+"W(YR3E_-,6/#M67U M7G+S=C;LL&8](8F7!EUM?K\A:T$A"B22D()*3/MCJ,K_ #+2YZ3,VORWYN:8 MB,1ZL(IHVQ.Z-
F,.NR[NAD9>NM]MD!]=JR7F"%!?=>M$QV-=(EWAX4.MM/GB M<-ATBQ:5F1'H(BJ-/6^81J5K:?2O29_5&:S6?!NS#.NCB9B-D3PWY>9WR=O
MDWK)*LKPXUTX6NBGKK\MU3:FEH=4;2CJ5<6T,SKP!TW4:$4U/>3-9
MU(QBM=D>+;YDWK>)CEC,1QG^".F]W6;5M/ZMGZI[(SZJ9B_/G$8\;1HW(. MWG-;D^78[?
E:RQ?::L<"?)N"ITFXLN1VW41UX&XK:"7M5I255+T:AL?4XII8 MBTWF>7?6(Q$3G?OMP8>XS;,QCR_C#;
[OMW^=H&8,NW+.2($>+DJR.9>M/L]] M(^ 4=7U>C:EHT\S.I,FG,8QX/#M9:=+1,9QBL M8A],7Y1GKJ^J.*V5@ /2UD
TIYGRO#4N+,OMMCRF5*0\P] M,8;<0HC.J5)4LC(_D,71H:DQF*VF/%+'FCB?&&3OQ):NGQO2"?A]7U+>S)S1 MQ/C#)WXDM73XWI ^'U?4M[,G-
'$^,,G?B2U=/C>D#X?5]2WLRS)S1Q/C#)WXDM73XWI ^'U?4M[,G-'$^,,G?B2U=/C>D#X? M5]2WLRS)S1Q/C#)WXDM73XWI ^'U?4M[,G-'
M$^,,G?B2U=/C>D#X?5]2WLRS)S1Q0;S=D])* MKF.U:5],O]_C:C/^8'P^KZEO9DYHXI_&&3OQ):NGQO2!\/J^I;V9.:.)\89. M_$EJZ?&]
('P^KZEO9DYHXGQAD[\26KI\;T@?#ZOJ6]F3FCB?&&3OQ):NGQO2 M!\/J^I;V9.:.)\89._$EJZ?&](('P^KZEO9DYHXGQAD[\26KI\;T@?#ZOJ6]F
M3FCB?&&3OQ):NGQO2!\/J^I;V9.:.)\89._$EJZ?&](('P^KZEO9DYHXGQAD[M\26KI\;T@?#ZOJ6]F3FCB?
&&3OQ):NGQO2!\/J^I;V9...*",W9/)3AGF.U: M55+_'^-P?S ^'U?4M[,G-'%/XPR=^)+5T^-Z0/A]7U+>S)S1Q/C#)WXDM73 MXWI ^'U?4M[,G-
'$^,,G?B2U=/C>D#X?5]2WLRS)S1Q/C#)WXDM73XWI ^'U?4M[,G-'$^,,G?B2U=/C>D#X?5]2WLRS)S1Q/C#)WXDM73XWI ^'U?4M[,G-'$^,,G?
B2U=/ MC>D#X?5]2WLRS)S1Q03F[)Y..*^([50\-/\ M?XW4+^8'P^KZEO9DYHXI_&&3OQ):NGQO2!\/J^I;V9.:.)\89._$EJZ?&](('
MP^KZEO9DYHXGQAD[\26KI\;T@?#ZOJ6]F3FCB?&&3OQ):NGQO2!\/J^I;V9. M..+90YL&XQTR[=*9FQ%&:4R(SB'FC-
)T,B4@S*I'K%5JS6<3&)*8G*\8I M $"\NKYB>R8"8 *_XY_RR^L L ->@!5"FL7)#RH2S>1'>\WVU6""Y=;[,:A06U(2J0_JV MBCHA*"
(C4I9GW*4D:C&>GI6U)Y:QF43:(VRU+N?LE)L99B=O$=RQNNJBG(PK M=J\BIK:6T2%+)22*JDJ1H+28NCI-;GY.6>;>QYZXSG8V4[,MDMUH3F.;
<&4V M%Q"%M7 JNH<;DTP;,T$I2B?HH22TBJNC>UN2(]+AXF7-&,M=*WA9*A0+;-I- M]B-VZ[I([?*J:DO-MG0S/"DS2AM2]+-
RB4*.AT,65Z36M-:Q656KHPK,+:5*.WZ269)22U$E1HPJ425$HTI49D6F@PGI]2*> M\Y9Y>*>;,XSM94*^6BYSKA!MTUF5+;.XF/%,3#.2>
L*")"2]9$DB21&9U,RIJJ>D5I".E:$1$9F9D1$1 M54=3/1U3/J@&(ZD?5+Y. !YU<5"QTP8Z%BPZ\-==/D >U.N+JZ]&@ 2>&IH(
MDU4:U82(JK/6HZ:S^4!X=%)-M24FVJN)LTD:#Q'4ZH0ZGI,![7ML="QT-)* MH522=#-)'P:-6H!1/B1[G"DV^:C'$ELN1GTI,T+-
E].%:4K312:EWIC*MIK, M3&^$3&7L:-'A1F(41LF8D9M#$=E/R L 8MQN$2 MU0GKA/)&7,4N0T@B4 MVV6(R3@6]BZ?NJH8D9%PO\: Q!>-
A^0JXK2W%982DW#4IM3NG$I)%1*3ZH@7 MVJZQ;Q#*9%):4DM;3K3J30ZVZTHTK0M)ZE),J& PXN:+=,.Z[-#Z$VA).2%N
MM&V2T*0I9*;)5#45$GIH0G \L^9X5Y?3&0Q(BR'(Z9K#NKZH@6]1W:>N0#^=&^)H6]C.I] M0DS]KR=)D7?#Z=\MG_\ 5T_],/-]5_[;:)V+/-I\$AT
M;3X)!F0V+/-I\$@S(;%GFT^"09D-BSS:?!(,R&Q9YM/@D&9#8L\VGP2#,AL6 M>;3X)!F0V+/-I\$@S(;%GFT^"09D-BSS:?!
(,R&Q9YM/@D&9#8L\VGP2#,AL M6>;3X)!F0V+/-I\$@S(;%GFT^"09D-BSS:?!(,R&Q9YM/@D&9#8L\VGP2#,A ML6>;3X)!F0V+/-
I\$@S(;%GFT^"09D-BSS:?!(,R&Q9YM/@D&9#8L\VGP2#, MAL6>;3X)!F0V+/-I\$@S(;%GFT^"09D-BSS:?!(,R&Q9YM/@D&9#8L\VGP2#
M,AL6>;3X)!F0V+/-I\$@S(;%GFT^"09D-BSS:?!(,R&Q9YM/@D&9'TG=#O:7C M$P]#6T6C,;FR%3(! O+]^8GLF F "O^.?\ ++ZP"P!ZFA*(
MSU5T@/CMWR-F:^.3VKE'F/1"6UMR;W:B6V M2;9>@O71<$XZKA)]\3A-((U(;:)!]5B4I74(])MI M7FSRQLW\998G,>#=X^+
(W8Y3S1E6\YA1>V8A6^2S;DQYT53JE2Y+#:R:>=5M3 MQ&I2EJ4X:M)J/1H&/6]1IZM*[E/ST]D!8 M T^9[,+NEI4S P'.8>8EQD.F9-K ML.[1E+I-
E%<0:VS2IPNZ,DGHKI ;V)8BMQ1FK?,>8BLJ4Y(9/ ZN MKZHA*P^J.[3UR ?SJWP?\U\Z?^KR?K$/IWRW_*NG_IAY MKJO_ &V\;BQT&L M /L_\
39F;/5LSPU8,K1572QW$R=OUN6O!'8831*IFT.I-K1J_ZSN==*<' MYSHZ-M'GU)Y,1^F>V?!X?W,W1Z*]XMB-L=K]Q'2IT.I=0Q_=UX "!>75\
MQ/9,!, %?\<_Y9?6 8DR^66WW&!:)]QCQ;K=#6FVPGG4H>D&V5 M5$VDSJJ@LKI7M6;1$S%=\\&,VB)QG;+/%;)P;N]*"S.N$1=FFDQ%D7.!#FXF
M39E3K+'S4I-#H.C'0S,1/-&V*S,<(M.(GP^%3[V,[N/F=! ME3-ECSE;6[C9I;+RB;87-C-N$ZN*Y(.)TD.4I770E$5%4.@UM?H[Z-L6CCCP
MX65M%HV.;N^]5JPM7=%XL$V!*MD9BYLQI+L=)2($B6B%MC6VIQ+2D*5B4A>G M#_LVM/H(
>37EM$Q:9C9G9.,X*N=7&*3&+3C$>-9S1C.=CF'-YR(L=U^ZY>G MVLWK;+O%C;EK8K/8@LE(<;/9*6;#V
R5LW"U5ZI&0VXZ+,XK:+>E%;8SZ.9Q MY8\,*_>XWQ.[+LQG++^+,M*<@QV+I&D2KFRJ3;66G"4)*BJDB/"
M9$:C+21\!C#W&IMF:SBLXGP)YH:RW;R,HS9B;5(N#,*[%#A3WX[KB5,I1QS-$UE+[,)-
O$25&VXZX9(0HDK2H\1]444TIM:M9VX;3[SMM2^A#Q"%3B<09J[5*D_O$9Z"[8^UTC*.GU,1::SRSC;XSFC
M.,M$YO7RHAQ5O2^@[\VW;UKMJWFVT*5CZ6W_3X-[#WM=W;^;:W3>!DVT1KW)DW=EP\NMF]=8[%7'VTI639X44(U M=N9(/#J4=#H*=/I-
6\UB*_KW)MJ5K$S,[E,3>'E24S=9YW**U9+4J.A=R4^@ MTN.24FHD;(OM$J*E")2:K_=K0QE;I-6)K&)YK9V8X>'=^2>>.++?SSDJ*S#D
M2;LQQ_=CBQG5B*Y=A&D-RXK$MJNRD--O-UUX74D MJ1I+0QHVC$S'!:DCRKWT/JB!, &%Z<0,IKR2.L0D3 M5O=RGYZ>R L
!K[I>85I)DI.TNKZH"P 'J.[3UR ?SJWP?\U\Z?\ J\GZQ#Z=\M_Z MNG_IAYKJO_;QN+'0:P M
#HLCY'S#O"S"QEO+;!.2W"VDF2Y4H\6.1T4\\HM22XU'H+2-7JNJT^ MGTYO>=GGF>$+]'1MJ6Q#]\[NMW67MV67D6&PH-QUPTN7.YN)
(I$R014QKIJ2 M6IMLM"2^6IG\WZSK-3J=3GOY([(C\,Y>BTM*NG7$.M&FM 0+RZOF)[)@) M@ K_CG_++ZP#6W'*^7;O=[7?KI;&)=YLIK5:IKB3-
V.IS6::&1 M'I*I8B.AZ2%U-?4I6:5F8BV^.*)K$$EMA2EP,+=A;HQ9KFNDPJF',3UV7$N: MDN*,*Q=4FE*"2I1D2D_O],
(C46@=&W6VGDC;RTY=G'E51IQ&>,Y,7*V47TFM,3GP1'K9FB%?[E:';CF$F3*[-,R5K1ZG*0]'8V+ADA,=M"5)P).JE&:E&9F8 MW*]9I4M2:1;%,[-
G;&)G/%7.G:8G,QF720\F2IEIS9'S/)85<.V45$-K9;;ME+)*"6I2M:M%*$-6W4Q%J32)QI[L[YVYVX9\FR<_S-3+R'FW M,
<;89LN\!2[?:Y[KM#EO8>1M7[E%]35+E$ZHR(TMZFF]%5&>+40NKU6EISG3 MK.VIKA,Q_Q_+.<1Y>V6,Z=E:K;Y[&O>W79CF)*YS;E;RO\-
ZU]@,Q&Y46$MBSLOL MHVJVEV)0XLI*U8F_X4D52]+(Z[3CT8B>6>;.<3/I3$^+&SMWH]U;[<[=GF; M"-N[ND.=97K8Y;
[/&B,J:NQP%S5N26W%R'7(JDOK4AUE;CYK);OVB%8C3KH* M[=96T6YLVF=V>79NV[-T[.S9/:RC3Q,8V*CW=SH=FEVR4ZS<;._E6%9)T9IM
MTYAS+*T[ZN[$34D'B4YB)*])*(J:S$_&5M>+1F)B\VCABTQG*(T\1CP1'7J]'] DJN"\V]Z$A!GU5-FZ2E'U2*A M"8ZR,1LG]-*^S:+'N_VS/?
#"5NOO!0)=G;N415NN%LL,*4MQMTG42LON-G5L MDZ-DZA*M?;$JG4&?QM.:+8G,6O/DO^^$>[G=XO,3-V>9;M/O4F[WYIY,^VW>

MTQ'ZR7'2;NKJ'&C4TM6Q:2R2$MFAA)8R+$9U$UZW3I6L5KNFMNS^7SSGPHG2 MFR76UR#;86A
MEN9>9[YKJFDF9F3"#7@)/='2IZ3&7Q]]C[K9/AB?.Z7,&7 M+U)D9?O.7ID9J^Y>:>C(:GH<5#E1Y,3;,R%FU]H@R-M*T*3750RTC5TM.D1:
MMXGEOMV;XF-W@66K.R8WPX_|K+W>XV8$9CGJB7V8Y<9$&ZVM^D%Y=Y80PM+D M5UM:T$RAEMKNL2T5HKMC&
[\=2DUY(S6.7,3&WT9SO\.<^"5?NIG.=^WSOIUI M@]M=J@6Q;ZY2X4=J.J2X=5N&T@DFHS(BUTX!R=2W-;8QF5\1B&2CRKWT/JC M!*8
|KIH(R0TEQSCEFU*=3-N+9+9T/);^TP&>HE&GM2/Y#.HM]W:*\T[(\. MQJQU6G;4]W3-[QOK6.:8\>-WE7Q'/5'454N"%414X:8J_[!$4SN
MF%MKS7]5,1Y&?&E,3&]K'4.D$9I.J5(42BUD:5$1D8QF)C>RI>MXS"X0S ! MA>G$#*:\DCK$)$P %;WGL@+ @JZ%D=#)232?
5$PAREQMV89ZH[U^;?*0];F6T.Q(A2S8E)4O:J1 M@66Q<.K:L1:-%*Z-,C-O%KNJES%%'="7".[-O2B2R4G;L% ;;2O8XD[1).E52
M>'30Z"!45L..BU^TX$V[6-#,PFXQ1U)<9DNODINK!*JE)(Q(:,S[0N"H"J[9 M=2I_,!QK,[[2<Y-L9;6FV1WG M[S!F.'5I4F2VI"&>'[-
Y3CM*4IA$".1[7*BS&WI29,>4B'L9K2XG]J3KV)-5 MK=QJ)Y9&2]++62C"1W"_*,]=7U1"5@ /2T&1_* ^2WK^G;
M=CFB\3\QW:-.5<[H^Y*EJ:F+;0;JS[8TI(M!?(.QH_-^HTJ12LQBL8W-2_2: M=YS,;6#^EG=#]TN/3W/%%OUSJN-?98?
Z/">^3]+.Z'[I<>GN>*'USJN-?9/ M@='A/?)^EG=#]TN/3W/%#ZYU7&OLGP.CPGOD_2SNA^Z7'I[GBA]YXH?7.JXU]D^!T>
M$]\GZ6=T/W2X]/<\4/KG5<:^R? Z/">^3]+.Z'[I<>GN>*'USJN-?9/@='A/ M?)^EG=#]TN/3W/%#ZYU7&OLGP.CPGOD_2SNA^Z7'I[GBA]YXH?
7.JXU]D^!T>$]\GZ6=T/W2X]/<\4/KG5<:^R? MZ/">^3]+.Z'[I<>GN>*'USJN-?9/@='A/?)^EG=#]TN/3W/%#ZYU7&OLGP.C
MPGOD_2SNA^Z7'I[GBA]YXH?7.JXU]D^!T>$]\HI_I;W0J-9>J7'M3I_CW.#YH?7.JX MU]D^!T>$]\I?I9W0_=+CT]SQ0^N=5QK[)\#H\)[Y/TL[H?
NEQZ>YXH?7.JXU M]D^!T>$]\GZ6=T/W2X]/<\4/KG5<:^R? Z/">^3]+.Z'[I<>GN>*'USJN-?9
M/@='A/?)^EG=#]TN/3W/%#ZYU7&OLGP.CPGOD_2SNA^Z7'I[GBA]YXH?7.JXU]D^!T M>$]\GZ6=T/W2X]/<\4/KG5<:^R?
Z/">^3]+.Z'[I<>GN>*'USJN-?9/@='A M/?*)?TM[H36M/JEQ[6G_'JSJE\T/KG5<:^R? Z/#SRE^EG=#]TN/3W/%#ZY
MU7&OLGP.CPGOD_2SNA^Z7'I[GBA]YXH?7.JXU]D^!T>$]\OH.1\@95W=6IVT94A"%8
MD.;:6^ZLWI#ZRT)VCBM)DDM"4ZBZYF.9U/5ZG46YM275\Q/9,!, %?\ '/\ EE]8!8 =B)-OT9XW2CQ+=+EIB-
N((S2LER#62F$J,Z))1]KA%U>AI[R\3 M:>6,Q7PS$9\W:Q][.(XOJRR)*E)+21&9$8XT-AX) $$>5 M>^A]4!,!X9DDC,S))%I-1Z"(OE,!\]>O*\
[>T)+$EV%D"T$ZJ3,BF;:-DZMM MV(MV4XS&V>+B-Q?
J.=8MXWDW>*TXN#)=BV&QLD11;'CM)>JPUW.V3MF+U[-9)Q:T,PVFTE0UXDI4I25&HDEVI$?4'/OU.I,[\/?Z/]L]!IUQ-
M.>=V9F7ZYW39SFY_R#:LSW)E+-Q?)QB62"PMK=C+-M3B"ZA*I6G4/0.GHZG/ M2)?*_G'0QT?5WTJSF(W>*8R[07.0 #"].(&4UY)'6(2)@ *WNY3\
M]/9 6 *U^49ZZOJ@+ >EK(!4QY(NNKLF ML 5M:E_/5V0%@ "#?=._._L(!, M !6GRKOT>P L 0+RZOF)[)@)@ K_CG_++ZP"P M+0==?R&
Y!G=S9T7*]3Y%PNLORUB(K')NF(VQV\>WMV;5?NXS/A8;^ZBPR;7(MDJZ7A]6.$? MIW8W)G3K,;=KK=&HB(B+022T$1%J(NL-)8 ((\]]]#ZH
M"8#A-[-YDVW+*+9 6:+C?I"+:RM-2-*'#+:&1EPEVO[1T.@TXMJO2:5-/3V1IQ&/)VORK9;IF#^F+/DNTW>.[<,@WES$U(;*F M-I)]H\T9Z-
LV1X'&S[HOHF.16;=/?$[:R^MZVCI?/NDB])BNM3L_=XI[)=Z> MX+=#O'E)SCE>[/HLLU9NRHEL6V;&U4=5)(G$FME1GK09=KU"&Q\-
I7GFK.QQ M/N'YAT-?A]6L-]PLEGMN7K3#L=FCIBVN V3,9A&DDI3U3,])F M9Z5&>DSTC:K6*QB-SQVOKWUM2=2\YM:G$#*:\DCK$)$P B,SH
M6DSU$ Y!6]7=PF__NK,L,KYM_4_5ZKV?K7,[?#L=I71@QUKH&[\#K\G/R3
MR[_)QQO5^]KG&=KLMD[WBN(QHYA8T]^S%:LM+M+=X<6RN]W!FT6XDMJ7CF2" M4I"54[E)D@ZJ/00OTM&VKSV<-L9&DS(]9:#%+-X K>
[E/ MST]D!8 K7Y1GKJ^J L !SV:,]Y/R4F,>:KNS;5S,7JC*DN M.O.DCNE):92M9I3U58:$-G0Z75UL^[KG'X[5=]2M=\HLY]RG+=RXU N2)R,V
M*?,L3\4C=9>5$:-UTE*+N#2DCT*ZN@3/2ZL1?,8]WCFSX4\\,/"Z79K,S(DG M4M94&IEF);6K4D]&@SZA=<,C26;-
F7;]'A2+;.32Y+DM6YB2A<63(5"4:7]F MR\25]}%*F9%JTC8U-#4TYF+1NQGMB,[MK&+1+=8%%6J3[7NM&KKBC+)H[7FF
MV7G,%^RY!0\J7ELXS=RDJ2DHQO2VS=2TVHC,U+0FAN:-%1??0M2E;SNOG"9 MV_DPBT3,QP;L4,P!Z6L@%3'DBZZNR8"P !6UJ7\]79 6 M (-
]T[\[^P@$P %:?*N_1["P ! O+J M^8GLF F "O^.?\LOK + $$>5>^ MA]4!,!\UWM/,,SLDKDJ237MA)'BH15/"1:_E'5Z&LS74QZKQG]R3$:O23.[W
MT/I:JXE5TG4^R.4]I.]J,PY.L6;+4[9W%[,>YN^/.-Z5*MCBTM2C M053P'B^Q?*G441&? -"W37I.=.?(][H_W%TG6TC2Z[3C_5$;/SATN[C^H-ZX
M7M&2MYUO]@9H-91VI.D*88_Z2WO-/?C?,1X)[7WKY.J74&YAXC(,+TX@937DD=8A(F \6EQ;;B&G-B M\M"TMN]XM23)*OV&=0@?
EUMN<]N8;W$IRM[QZ7E_:W=UMEU8=WIYLF MVV]7>1%NWJ%JMZ9D^+%]FR4,>L/(1&/&IHC+$X;)8C25$FG28U].]9]SIQ-: MYKF9Q69S&
<1M[>&5UXV6G;YVHRU S$[#L<5<28[:H&\>UR[6DV)Q,M6Q<-Q: MW62G8GTQ\9UJX>@SZE1?K6TXFTYC,Z-HG;7]68W\NS/B41$SCP7\.['A?
J%P MR-Q9EJQ'V1Y&'21$BM[N4_/3V0%E %:_*,]=7U0%@ /C^8 M;@K(N^AW/68;;.FY;N-A8M=MN4"([/\ 5)3#YN.L+0T2E(VI=L2J4/C':T:>
M_P"D]U28BT7S,3.,QC?Y&O:>6_-,=CYD_EF5&C99N>9+!>(.5[CF?;=_D6VV M-/E/)E=B8WVC)*,JK2DR5A,R(=>->)F]:6K-
HI2N9QBUHG;OWM7DV1 M-LXF9GMS$>0F0\[N94R3&S2NX1\F*;O&RZDTQ-_1W6,YQY?W.F2U>H6?,@2)S]QS?<%1; M5%?
BRHUTMRHS=%*7/^F: MLLSS5WSNX]_^+0V^P2'7=UF8\ZPKW,9CW+,$"YR$^OKD-$Y*<5;R6EM6T0A: MC/MM&)!4.J2(;-]6(C6H36/1I,?
IQN]+\<57),S2;9V3;^#?93F7]QYUN%B MS-+E%EC<^S=[J[-=?6HYT>Y_:P$O&:NV-I@W<)+,](UNHK2^C%Z1'-U'+&[=
MR_JQY<+:3,6F)W4SY]SZ1N:M4V#D6/>+NG#?\UR'\RW:NLG;DK:-HX2P,[-- M.H.7\QU(MK36OZ=.(I'_(_Q7Z,8KF=\[7?
CFK@!Z6L@%3'DBZZNR8"P M !!K4OYZNR F @V7;._._L(!, !!/E M7?H]@!, ! O+J^8GLF F ""\<_Y9?6 3 M
01Y5[Z'U0$P'QG^I>URWLB1LR0B4IS+,/,?W#T.IU.E3W\')EK MS1$,B=D-DU<&".ILS62)+S:N#3VQ?(9#D=7T\]/JSISV?L>AT-3WE(F=^-OC
M=4-5<\,J@/AW]3V2+=>LC.YO)LF[[8%-89*2(EN1'G";4VLZ5/":B4C@T\(T MNKK')S=L/:?VIU^H=5&CGT-3.SA,1G+MMS&8Y6:MV.7;Q/=4_<-
BN+*>7I4 MMR(XIG$9]4S2DC,^$?Z-YM2,[W&^>=+7I^MU*5V1G,>6,_O=X+G$ &%Z<0,I
MKR2.L0D4W"XV^TPW;C=9;4&WL8=M+DK)IE&-1(3B4K055&1%\HRI2UYQ6,RB M9B-LLHR,M9#%+W$LTX:GAU4J=! 8EU+2=2[G7H+Y
%,B?'C)=5*E(:)EE5K_+DP+#?(%TG0O\ M%QH4EI]UHB/#524*,Z5T5U5%VIH:FG$3>LUB=V885O6TXB8G#;T/504LV#>;
M]:\LVUV\7N:FWVMI3;;TIS%@2MY9-MD>$C/2I1%]%FGI6U;LJG32 8W"/%B.IZSJ88&B5DW*RT7MMVT,.MYC<2_ M?D/$IQ,Q:$DE)NDM1Z"
(M"2H7R#8^(U/1]*?0_3X&/+'>RY=YL]LN%JLDN2W M&N-X-UJSPS(R-_U5LEN)10]%@10]-/D&%=.]JVM$9BN^>&2;1$Q"%L*"P"MD
MU>9,PVG*5CFYCOKRH]I@(2N0XA!N+[=1(0E*$Z5*4I1)(BX1=HZ-M6\4KOEC
M:T5C,MH@\1)512<1$HDK+"HB45:&74/A(4LFD=O^583BXMQO-NBS6U&3L>1, M99=29G4L2%K(RT<)"R-*\QF*S/D1E'XIR3^(+3_J$?
T@GW.IZL]TF8/BG)/X M@M/^H1_2![G4]6>Z3,'Q3DG\06G_%"/Z0/Z3,'Q3DG\06G_4(_I]SJ>K/=)F#XIR07_/H+3_J$?T@>/5GNDS M#;H;C.
(0ZUA<:<22VW$*Q)4A15)23(Z&1EJ,A5A*6P9[PN,^4 V#/>%QGR@& MP9[PN,^4!!IEHR55-:+41:3U$?7 3V#/>%QGR@&P9[PN,^4
V#/>%QGR@&P9 M[PN,^4 V#/>%QGR@&P9[PN,^4 V#/>%QGR@&P9[PN M,^4!!#+1JKLE^YKU:^4 V#/>%QGR
M@&P9[PN,^4 V#/>%QGR@&P9[PN,^4 V#/>%QGR@&P9[PN,^4 V#/>%QGR@&P M9[S_&GR@&P9[PN,^4 V#/>%QGR@&P9[PN,^4
V#/>%QGR@&P9[PN,^4!XTE M*"4I*A=IH^B M 8\Z'$N,.1,K@RF3;YC2X\J.ON'&G"-*DGUR,3%IK.8G$Q
MM@FL3$Q+\F2(NHR'[!>F/6%$6.VRUIC36S[MU3;AE6G"@S+Y1YOJ.BUM"<7K/CCEK4U/TRZ]]YJ,V;TAQ#3*2J;CBTH13 MYQF1#371$S.
(C+\T?U ;TH6:HS.ZS(3GMJY7&2VBX.POM&U+:7]G';46A9FO MMEJ+M2(M>NG/ZG5BWH5VS+Z)_;?RJW33/6=1Z%:QZ.?VSPV/N.[?*:LCY'LF
M5G%)7)@L&21UBCYQ_4@W-S>9D)0;AF<#M$I-9G_OS'4(C,=7Y3_P!N MGE_^LM;JO_5/X[7SO.-
[SI%S'G6^1,QW>.SEK,MDA6NU,N"[/.+/)DI"7&L! M[1)D9T36B=>LQTNGT]*=/3K-*SSTO,SVYC=XF-
N;FF%;2S&BU95;4XBWM6V'&6](^VV36$C2DDN-O$LC4KA$1H1C2Q2LZ=N3- MNW,SMC?Y)AC:_P"K;/-$3L:[,-
QSA8;9D:)?;).S%FVY)O=\R/6#>+,\[%9G3XSI]*.R:V",FW&T;=Q MM24U7VVBI$,JWB-&T4I7EKJ[8MMQ$]L[=\;HG@QFN=2)F9VU8ZKOG6Y9?;<;
MS'>;85JW<1LQ--6YSU9+MU:?>22G2)!U(R(L:$TQ%2NH9>[T:W_16>;6FNW; MZ.(3,WGMG97/E?I3+@>5UJQ7 M4M$;HF8\
[>K.8AGO=RGYZ>R*F2P >J2I-,14KJ > %*Z"U@*&9D*02% M1Y3+R736EHVG4+)9M'19)PF=<)Z%4U=49368WQ(O&(K7Y1GKJ^J Y?>A"OEQ
MW<9J@9;):KY(MLAN&ADZ.K,T]LA%-.)2,22H-SHK4KKTF_Z8M##4C-9?)V,] M;K(.[52\GPY#.8[39XL>>5DBG;;K"0IUAEY+TQ<=1-
%M=+BC).J547".S/2] M3;J/^28Y;6G'-.:SOQBN=NS=N:OO*7O:*UYDSE>;2S9(N9[FU$DY[@ MV:->
(DQV9)*U3X+JW$MS'F6U.H)98D.+;T'I+J#9OHZ5+3::5S&E-L3&(YHM M'9$[.]7S7F(B)_FXYV8:W>K<;@J5F[+-^S#>?:-
IEV6+EO+RC<=B3]4VMA3D MR0:6S2XX:B-Q;QJ(R65.K06=!2N*7K2N+1>;6[8MMV1PCLQPP1K3G-?>(]VOEPL>37,^SX%
[OD$U,R(D%]"TY&:2ZA!FVTX]VJG"+]HU-/ M0I-:S6L6O[J)K6=TSF<^.8A;:\[0:-H::FD6?"Z.KJ6TL5K;EI:?\L_SUCR=C'W MEZUBV^-
OECLE@9RS7G#*K<&T*OU[1GBQP+(]+6\\DD4(B+1ILZ;0TM7-N6O):;[J[8QNS;/H^#$(O>T;.V,=O?CBWMWSC
MFZUYTSW"LEYEYBOB(EXE6)F"^\N);"AH22(LNVK:)"7$4,V'D+/:JX:C7T^G MTK:.G-JQ2N:Q;;;;9[8MG=/;'8SYIBUMN?W>1Y%SU;
[+:VI2VG6MN6>2(QM]+?OW^ M'M(U8B(F+9C.UKK#F.\7B\9'O]U=N-R5%O6=G(ZE-K5,3$9@FME#:'"+"HDT MV25:*T+Y!;JZ-
*5U*5Q&:Z7BSS;?XL.:9M6?#;]C3PMX.:UV7.4BQ7ZZ.0RR MHS=H?K%Q=NTJ+)"Z.LM$:4\/!=?I-+FTXM6N>?EGT>6)KR M\,SF.$RBFI:?.+
)*VFE M4))$TN2LDI13M230+][D=3:8O.)?+\".]+B' M4:O/;C)@1WI<0'/;C)@1WI<0'/;C)@1WI<0'/;C)@1WI<0'/;C)@1WI<0'/;
MC+]&_P!//]0SF2W(^2,[R%.Y.=5@MUQ752[:M1]RKJG',]9?N:RT5(>?^9?+ M?>_|FG^KMCC_ !=#I^HSZ-
G[<0MMUM#K2TN,N));3J#)2%H454]2HM!D9:2, MAXWKL@+ $&^Z=^>_80"8 "M/E M7?H]@!8 @7EU?,3V3 3 !7_'/^67U@'-7^^YMM
MV:LM6BRY;.ZY=N:GDWV]$\2/9Z4$6$\/_2T]UW):1LZ>GIVI:;6Q:-T<43,Y M=2-9+XLQ>\S19%US4699;KC6>598CYEN\N,QY,[-J>><9PG,W
MOWR1).-E>P-W5;B;C<+?LO69/KMJMLE,-"F_5T*PN272C&= MI[S9GQ+9^]+.[3N&%8K2IB:=_*UNO2Y)*2G+#ZFWUR$);_C)3]FE!]JK2HS(
M17I-.=]IV(YY_;YF=:]Z=\O^8H<&R9:7(LJCM*;DZG;.OL>V8C< MLW=HA&Q2W'2ZC&3AXE]L:>H,+])6E)FUMOI8_P#&<>/;A,7SV.;E;X\Z2LHW
M.[1[;;;9-D6!W,%A>2Z[*)IN).;ANID(6@DJ6HG"6WAT%J5PC8CHM.-2(F9F M.;EGRQG8PG4G'D=[G6?
F";QE&PNW!%CFYENC=LN]V@5,F$E%>D&U%6^DS2X^ MILFFU]34]G0]T&EH5I,WMCFBL9B)\>-OBWL[3.R.+19LSS,W9-Q[:S.3F9,1 M*)-
R;N"GGKNB)(EICD.G8S),(2@U&27)!DI1EAIU1=H]/&OMQRYW8W9QGMG/
M<3;"M_>W>;==+@NY66*>7(S"8H<5<>2LYRW8W5YA6VT4A_*"6(%GG.*BMM75V: MI:C):#,S4E"4NMT(G22D\1$+;:&GR>C_
/Z;9CAC\1P1%ISM\#R!O-S)*O#. M9[HY;K58)F5Y-VM$$Y4AZ,6VN,5B.-;"'4DX MTHVW.U;<_>]2M%!$]'IQ6=LS/HX_\L[T\\Y[W7[O<[YAS?
5^[6!5NMDN#'NE MLN#:'TL&B49F49:I"4[1U",*]HU]FHCT#4ZG0II;K9F)Q,>+M_Q95MGL=V-) MF ((\]]]#ZH"8 IEPXD^*]
GQVY<&2DVY$5]!.-.(/6E25$9&0FLS66I"CJ;<8RE1BT?NMO&2DZ>!8[,?.-?
WL^JMS(YS2,R]72\V;U2+26#%BJ75T#*:6QG$X1EDDM94H>HJ%^T882 M$M14.NDJ%6FFA'4BKP$&

+$JJ:8L>M)D2B,RTZC$C%AW:W7*$5SM\YB9;5;0 MTSF7$N,_9&:'#)PCH6$TF2M.BFD96T[5GEF)B>"(F)W+(L^//C-38$EJ7#?+
M:L28ZT.LN)/]Y"T&:5%UC$6K-9Q,8E*PS,SJ>LQ K>[E/ST]D!8 Y_/> M:&LE9,OF:W#+';(CCD9*BJ2Y2RV<=&GOG%)(;/2Z$ZVK73].?-V^97J7Y*S/
M!^>-W>9KMN\MF=K$S[18N2\M?%D!5[C.,+.\0XYE<=FV^1;1LUX5E\A#TW5Z M->HMIVG&.?
DGEG^69]'=N:5+S2MHVYQG;':VUPWA,X(46ZK/,EL-<+*L3/"5 MIM2*X'ZI. DC<,L!F53=55>JE!13I.EF:^A,;>=/]7_R_@SY]3C&[.[S;V^:
MWK9T>S9"R2SLDWG,%PLUQLCY1DJ)O+DZ*_.6?OIYHKVSCN<9D^]N62VY,DVYB-ZTVUO!EQ);[1.OL+AJ M4X@FE&="
(S[LJ=L0W^HTHO;4B9G'_#&..5=;3&/_"?0=V.><\7;-%DM>:[C M$N4/,V5&\T1VXL1,0X3NU0WLB42E&X2B551J_>U.!S.MZ71HVMIQ,334Y-L
MYSX? MTM2TS$3VQE]A7Y1GKJ^J.&VEA&9'4M9:@$L:M.K3I5H+MCI33PZ.$1 M@>*=-*34I1(0E-
#,Z)2E):=>HB(3@5HEL&P4MN0T<7"I7K)+0;6 NZ^TK2FC M3I$S6;2M"T/,K3VJDFE:%(/Y2J1D(Q@68G"^TTE701]00,6==(- MIC'-
NDQF##2I+1R9*TMMDIY1)2G$KOU4(BZIC.M+7G%8S/@1,XWLFJDF9:E: M"49:#/#JJ>LZ#!+&E7.#"=BL3I,$9V;_/BFO\NV M/??
*_P#K4\7[Y<;JOUS^.#Y>.HU > /U[_$@YTSW<4S,HRHCEPR-; M6S4Q=G58?9[RM*8R%*HESJ-EI1KU.!Y/YSH:5<7B<7GLX^%V.FO:U=K]6CS
M+< %;6I?SU=D!8 @WW3OSO[" 3 5I\J[]'L M+ $"\NKYB>R8"8 *_XY_RR^L L '/QLH9*M^8 MUWR+:(#&:Y9N2E2L*/6UJL1.OJ3$1,SL3B%4[)62
M;G%MUBFV>"['M#6*UP2(FUQXVALR;2A25DT=")1=R="J)KKZE9FT3.W>8@N> M3\D7R++BW.TP)<8I2IDY)X2P3-DE"W"%(42D+-
I*4KJ953KT":ZVK28F)F-G MF1RQ+"1N[R<[F-6 FUI6AKU2$W;DK)I4H,O? MZF)CFG$F(7(REE9N*4)NS0TPTPW;83!-%@*#(42W8]#_(:U%B-/"
(]JJ9SS M3OSY>)RPF_EC+LJPHRO*MC#^7FVT,MVYU)N-)0UI13$9J(TGI2JN(CZHB-6\ M6YXG;Q,0UJMV^0%M0F%Y.@*9MY*3$0IJD)):R2;*T3-
IR_"B-D\Q*+9-4/;PU*7'GM:Z- SOU&I;?:9_ MCO[T16([%;.[O(4=,]+&6[>V5T0XU<,+)%M6WEI=6C^ZG&E*R2FA)46(J&)G
MJ=6<>E.S<)5<1J61%C-1GBH M6*HB>HU)SFT[8QY$XA?9,J9:RT[*=R_:V+:N:=9/JY&E*J*-1)))F9)21J,R M2@B+Y!C?6O?'-.<1-P*D@"""/*O?
0^J F #"J.(&;%_@_1[(3 MN'YQR9:KFQ>]YNLRJ1F%XE*OL:4U&-2$L]H;>S(U%W2NJK0/4] M3J5FFCIS:WI5T_1_EF,]OA<[2CTK6Q&R9V]K&N&?
|X6_).6YUSSM<'S]ZV[,P]XMT@JGV[,QV W#N^<&EWF.AZ13;5<66-6Q1L3[36-35Z6FGH9KI\\S-\VV^ARSB/S
MV[UE=29OB9QN\N7";LKKF:PVC)<5]];?+&:DYNCN9?=C,&Q']FIER$K2Y0UK M4IQ)X\1TPGAI0='K::>I?
4GE]*GNO2S.WFQ#7TK6CEV[)YMG>V&7,^WVUP]U M[LR[IA96GV^WLO6FR>SVI?K\J6MLC?@K03BXKJ2V:3C4P'B5K+35K=+2TZV*
MYM$SMMS8Q$=EO6CP[UW/,37;L\C;[NL^[P,S9VAJGW.,F)(N-SA7K+3\NWMJ MC,1%.(83$B)L)ULT8G%.5):3KJTBCK.ET-+1G$3F(K,6Q,;G?F?
TXGLX)T] M2UK,^.S9_B^]/=RGYZ>R/.-Q8 QI]MMUVC^IW6&S.AXT.^KR4)=;VC2B
M6A6%52JE15+Y1G2]J3FLXEQ[U5QLMFO#B'KO;HT]YMIZ.V[):2ZM+$I.!Y
MLC45<#B>U6G49"::EZ;*S,>+P;NXF(G>K)3"#)MEI.RVJVH;0B/&;6 MYC6XE1=L:C31!)U)3J%WQ-OM;FF>V46."^-9;+">CR8=NC1Y,. M-
ZA$>::2A,;,C(]@@R+M6ZD1X"T#&VI>T3$S,Q,Y\O'QIBL0RE^49ZZOJBM* MP <_GT\.0,W*K2EDN1UZT5P;/2_^^G^JO[5>I^B?
%+\S65B:S8H6Y!).-V# M,S%OS>F26E";&NW^N3F257164P2$E_>,>KU)K-YZG^:G-3_RYL5GV9:%#)*M:$,+]-I6U-2]Z\T^\Y9V6G$8C=%>V>;
[$Q>T16N<8KX-_E= UF M2X6#>/G;,&88TXMR*LU>J-K,B=1%7VZ#2?;5^T5A&K. MC74T-.E*9].T9G,=O;PYO\%W-
;6F9GL2V9W%L(QIAQ+LPMZ69&@MA]B MM)-I4>A&+3U!IQT6E/+:=/EMR6M[O;MFLXCP[?.NG6G;$3F,Q',J:S#=+[F' M*,6XW@LQP+'O
.W6;,6%I)S8WL]3BJFR24+4TL\!N(*BA,Z5::=YBO)-M+,U MX3GP\>#.)F<;<[=[%RGGN[+LN3K')S7&R#8Y-OO=V7>H\6&RU)F1+HZPB,E*
MT$T1);+:+0DL2_VBSJ.EKSZEHI.K:)I7ES.R)K$YX^#P*::LXB)GEC;MV<7Z M<:5C:;7B)>)"5;1)8255)'B(NH1ZZ#R<[W22$#TM9 /YR_U%_P#.O-
__ !37 M^7;'OOE?_6IXOWRXW5?KG\<'R\=1J ^D[G=S=^WM7K8QL4'+$):?;% MY--4MD>G9-$>A;RBU%J3K5\O.Z[K]]/7C:=T?
CL;>AH<\YG<_H3EC+%BR;8H MF6\MQ$PK1"3A::3I4I1]TXXK6I.CTJ4>L>#U=6VK:;6G,R[$1AMQ4D 5M:E_M/5V0%@ "#?=._._L(!,
!6GRKOT>P L M 0+RZOF)[)@)@ K_CG_++ZP"P!ZG#B3B[FI8NL_-N9Y6 M7(%IS.U?"5"WP?$2I-
NNLEMU$AMHY[7J7;I\NV/)MC'K9\K7G=.=^7769K,SF^N'?[W9WT+ND"[LQYKS6KNBJZNI$I2W=!42-74FGPTUK.Z:]FW.W/X\#*,\V4T\J.JO-
YO46T/I98B3UGMHMN9:>V2U1HZEDZLFD&2UI(DD1&,Z6K77B;3BW MHQ&>V.VWCG M(BTXXMF&6,0 01Y5[Z'U0$P 87IQ RF?)(ZQ"1
M!$2(TAYMJ.TAN2I3DE"6TI2ZMPJ+4X1%11J+NC5KZHRFTSV[A2_:+/*9C1Y5 MNB/QX1DJ$R['
<0P:2H1M)4DR10M':T$QJ7B9F)G;OV[T8A+V9;,*D>HQL*F M2BJ3L6Z'&*M&3+#I;TGVG<_('/;C/'?V\?&8>.6JU.R(LQVWQ5S(*<$&0IAI
M3K">]:6::H+Y$F01J6B)C,XG?MW^,Q"2+;;6R92W"CH3'-9QTI9;(FC>J3F MB3VN.IXJ=U72$WM/;.TQ"HK)9$R(LM-KAIEP4;*#
(*,R3K#>GM6E8:H+3J30 M3[R^)C,XG?MG;XS$S))M%H;N*[PW;HJ+NX6%RXICM)E*(RH9&Z2<9Z-'="/>6 MY>7,XX9V=QB,Y9#YD2$F9T(EIJ?
[1@E[MF><3QD ;9GG$\9 &V9YQ/&0!MF> M<3QD ;9GG$\9 &V9YQ/&0!MF><3QD ;9GG$\9 &V9YQ/&0!MF><3QD @:T+= M:)*B49&JM#K^Z
N $7&VW6UM.H2XTXDT.-K(E)4E14-B/09&6LC$Q.!4F% M"0M#B(K"7&FO5FEDTC$B/H^R2=-"-'<%H^03S3QGCY1CRK%8IT:/#FVF%)AQ
M#K$CO167&F3U?9H4@R3J_=(95U;UF9BTQ,^&43$2N=MMM>DMS'H,9R8TVIAJ
M0MEM3J&5E13:5FFI(,CH:2.@B+VB,1,X\9B%,>QV.&SZM$M4*/&/#5EF,RVV M>S4:T52E)$>%1XD\!Z1,ZMYG,VGODQ"3=GL[,!RU-
6Z(W:WL1O0$1VDQEFLZ MJ-31)P'4])U(1.I>;D]*:!-[3,S,SMW[=YB%3UCL!5;2K:RC9(F7,@#;,\XGC(!!IUHB75:> M[49:2U5 3VS/.)XR -
LSSB>,@#;,\XGC(VS/.)XR -LSSB>,@#;,\XGC(V MS/.)XR -LSSB>,@#;,\XGC(VS/.)XR 00ZT2G*K3I5HT_(0">V9YQ/&0!MF M><3QD ;9GG$\9
&V9YQ/&0!MF><3QD ;9GG$\9 &V9YQ/&0!MF><3QD ;9GG M$\9 &V9YQ/&0""76MJX>--#PT.I<">V9YQ/&0!MF><3QD ;9GG$\9 &V9YQ
M/&0!MF><3QD ;9GG$\9 &V9YQ/&0!MF><3QD ;9GG$\9 &V9YQ/&0"!.M;91 MXTTPITU+A,!/;,\XGC(VS/.)XR -LSSB>,@#;,\XGC(VS/.)XR -
LSSB>, M@#;,\XGC(VS/.)XR -LSSB>,@$-JUMS/&FF"E:EKQ)[9GG$\9 &V9YQ/&0 M#QQQAYE<9Y2'8SJ5-
NLN46VM"RHI*DG4C(R/21A$XVCQM<9EI##)H:8;2E#; M2*)0:E*"HE*4E0B(BT$1!,Y%GK223A)XL.JF+0(#UI)F1F\52U'BU /#DH-1* M-
TC46H\6D2/-LUSB>,@#;,\XGC(VS/.)XR -LSSB>,@#;,\XGC(VS/.)XR M -LSSB>,@#;,\XGC(VS/.)XR -LSSB>,@#;,\XGC(VS/.)XR >-J2IQTTF
M1EVFDM/[H"P &%Z<0,IKR2.L0D3 5O=RGYZ>R G1/ M7$ 43P%Q %$\!<0!1/ 7$ 43P%Q %$\!<0!1/ 7$ 43P%Q %$\!<0!1/ 7$
M@LB)QJA$6E7U0%@ /2UD ^-9K_*D]V^1E-SK1.1M(\ MAOB-*BUI6D]"DGI(QR-72MIVFMHQ,+XF);.B> N(5I*)X"X@"B> N(HG@+B M 0:
(J+T%W:NI\H"=$\!<0!1/ 7$ 43P%Q %$\!<0!1/ 7$ 43P%Q %$\!<0! M1/ 7$ 43P%Q %$\!<0"#9%B=T%W7!\A)T3P%Q %$\!<0!1/ 7$ 43P%Q %$
M\!<0!1/ 7$ 43P%Q %$\!<0!1/ 7$ 43P%Q ()(MJ[H+]WJ?(G1/ 7$ 43P M%Q %$\!<0!1/ 7$ 43P%Q %$\!<0!1/ 7$ 43P%Q %$\!<0!1/ 7$ @1%ME:
M"[A/4^4P$Z)X"X@"B> N(HG@+B *)X"X@"B> N(HG@+B *)X"X@"B> N(MHG@+B 0H6W/07DRZG]X!.B> N(HG@+B 2-I1)Q&CM==::
$:)X"X@"B> N(M!%*F5FHFU(6:%8'"2:585$1'A534=#U&&!*B> N(HG@+B *)X"X@'I(Q'0D MU,^H1 !()1T))&?6
#01:TEITEHUEP@/*)X"X@'A*:-9MDI&T21&I%4XB)5: M&9:RK0Z<(!B:QDW5&U,C43=2QFDM!GAUTTZP$L!&1F2=!:SIJJ \HG@+B *)
MX"X@"B> N(!!&AUZG]SZH"P &%Z<0,IKR2.L0D3 5O M=RGYZ>R L !ILQYMROE",S,S3=XMICR%&W'.4X25.J+62$%52J=6A: M!?
H]/J:TXI6;8X,+7K6,S.$8NUBVG>'D*_-3GK+F6W3F[:RJ5<#8D)4;,= M!&:G5EKP)(M*J4(9:G2:VG,1:DQS;(V=K&NK2V<3&QD9>SIE#-QOIRO?
(5W7 M%(CDHAO)<6VE6HU)UD1\-*#'6Z;5T<<]9KGBFMZVW3EN5^49ZZOJC79K M >EK(!_.7^HO_
)UYO_XIK_+MCWWRO_K4\7[Y<;JOUS^.#Y>. MHU !]/W+[Z+UNEO1F1+G92G+3[7M%?V;=BNA+J2_8LM!]0RYG7=#7J*\ M+1NEN:&O-)Q.Y_0?
+V8;+FNRP\PY>F(G6>E*TGH4D])&/":N ME;3M-;1B8=>)S&6S%:0 5M:E_/5V0%@ "#?=._._L(!, M !6GRKOT>P L 0+RZOF)[)@)@ K_CG_ M "R^L
YR_1,_O9HRY(RW;HU.A)N<"-*N$K+;I M,JE1EV^>G"1'2TEQM*HQ.-JVRU*->%:#TBJ_3Z-9B,3B9B,]FV-^?'P99MA M&Z;QL]R&X$Z'<6;-
:+_'NEVR_-GH8A-&R*TT^AJ!%?4^T[BJR7K+B"HZLG*)5V MHFG3:49B8YIKRQ.-OCGOV<A-I23F2Z6&YW:+)NY95M%US-=';QF)$8GT-RF M+5
<:9;-]"D$AU9N*2I2:K2WA*AF8>ZK>(G'-,5KB,_YK?L_>9Q,^/\ ?V-C-S/O)<=8>AYE7'CW,\UK::1,(SAQ49D5UT='MKNY.V=O-&U.;3YV39]X&=
[SFZT0WIT*UQ9#=A M>]FRMG'3-BW*&A^8XTA;:GG'"<4M#1MN)2V;>%9=L9C&_3Z5=.9Q,_JV\,3L M\'CXY3%IES[9$N"YM[D.OW;*LN_-
JBP6XKT)^#<6F30RII)*HME1X\ M55:,2:#8C1T:ZL8KNO%=^_,?FPF;8\CZ#O E0)>7,GR,K<7;KD%^Y,*S3=8Z
M=FB1#..Z<=R0F.E))C*D[+:T(DZJZ!H=-$Q>\1&+X]&/#G,C;C.%E^S@Y'-
M>\"W90BP8NZJ2INUI24YF(TV@[9)4NXICOH:]90M]XZ&K[*,:$H*CF(;6CT\ MZDS.K&W=X=VS=LCQSXD6MCA M&EQLB=6M:FR0JJJ+(Z$5=
(PC0T9K$8QLI,SGUMZ.:W[7/62^RKC?UWAN\(S4 M[+G9(9>GN0&V$H6X].4ZT@D(2@EM*5H<(L3>+"9U(7ZFG%:
M%C$[<^)3;,^W1R[/9RN=\?FWB-E26<^/#MK+3MHEO76(VJ*1.()DBM%?$: M$I-Q52&5^GKR\D5Q'/&^?U1RSM_P\1%MN?
R[;G?.%RO.6KC,NKQIB7';EJC M-BVB9<8N:XS+#L)EUYII#;JW<1M)=;2DE8<2**J9X6Z&E;W. M$;I;XI/BWY%7EF M<\[MMT>:LTYG-V1?+I#GQG+?
&DO14+:,;#N#BU$ZT;3+3>R:(BPDV\:G$]3K M,C&GUFC33_3$QMGQ3^Y^+8RI,SO?41S5@ @CRKWT/J@)@ PO3B M!E->21UB$B8
"M[N4_/3V0%@ /AF?GEY9WK3,SY@>7;K5<; M"S;LLYI5;EWB+:YK3V-]M;""/"MTM1Z*UUZQZ#I8][TT4IMF+YM7FY9M&-FW MP-
74GEMF>&_>T%EE7R_O[L;U=H&PFO6O.?K)1H1PF:*2:67#92DB0;R2)7]X MSJ-G4K33C6K6=G-I=N?"M\"FG-
::S,=EF'E'=Y>G]U+>=KXXPA5IR7=[?9+1 M!BN,S'$S6'4K5,<753BRI1"$HIJ7RYZ_5TCJ?=USZ6I69F9V;)C[W1J3S1G,Y[)CP,M&LQ:)G?
RP^]+\HSUU?5'G&ZL M !Z6L@\Y?ZB_^=>;_/BFO\NV/??*_P#K4\7[Y<;JOUS^.#Y>.HU M !X9D15/4"8C+]N?TG[NLZY4LLS,F8);L&RWUM*[?
EIPM*CT&F:X2M+:C M26%"2TJ2=5:/(;\WZG3U+16L9FN^W[G9Z?3M6-LOTR8"8"8 *_P".?\LOK + !J2S=EU@93TNK%HK-=LHYH8GQM
MNTMDUG,+=WCE/S='96S+8*1(5+CPC4RVK"VA> FU.J0HS))U.BM)#/W&M:.7
M&RGFR9C+MC4M)F1F9'HKI[W5Q#39/#49G4])E6AGI,L6NA]2O5 >[1=:XCK6 MNOJZ@'A*,CJ6CJ:-5.#K /<:M&GN>Y_N]31P?L ,:^^/J=7@U
&-?#KKH+06 MG7Q@&T6?5^4_E.E-/#H >8CIA_=H1$74(BU4X*%3.ORGB5314Z4J?"?R@/ M !!'E7OH?5 3 !A>G$#*:\DCK$)$P %;WGL@+ M
>I6I/XUZ3Q'4Z5T\&H1@>&I1JQ&9XN'JB0Q*H95.AG4RX M3 5+\HSUU?5 6]+60#^' MO#AU:/#(L%@D)
[OJHDR4'^[U6VSU]TK10C\M\S^9[]/3GQS^Z'4Z?I^7;.]^ MN%*-1FI1U,]9CRS>> K.U+^>KL@+ $&^Z=^=_80"8 M "M/E7?H]@!8 @7EU?,3V3
3 !7_'/^ M67U@%@ ^8WJWWB;FO-16[+Q&9.XL+NU0E*U) MJ:M=-8Z.G:L4KFT;+9\FQC,3F?$CD7(E[RUF/+=PFRKA-BL95=MTX[C];D(A
MSUKAJ*.RE*4F14:7WQ=J6D3U'45U*6B(B/3SL[8V[45K,3'B8>:K1FK.V8;U M;
[A8ID*#$MMUM&4)Y[!4$W[C$4T[.DN$[C3M"^Q:;)L*5*4K2>C/1OIZ5*S M%HF9FLVX[)W1^V6-HFV5;*MXD%R=F^S90D1KRS8[9EB#:'W(YJ-
^.ZZY(F*2 MAPB4RQCPM))1*=ZFCS[F<4M?9S3;.WR1XY\QZ6^(8<[*=T@9>L::S69C,; M>&/\1\FPY9B-F]]K+%A3C-)N82VAH(TI-=.V-
)'J*NH<9<] M$$>5>^A]4!, &%Z<0,IKR2.L0D3 5OG1"3TG1:=!:3 MU@&U+O'/!, VI=XYX)@&U+O'/!, VI=XYX)@&U+O'/!, VI=XYX)@&U+O'/! M,
VI=XYX)@&U+O'/!, VI=XYX)@(FLE.M$25%0U=T5/W0%P M /2UD UZ8MOD]:C29F,HM,=HEZE:O=K'16O%#GMQD
M/4K5[M8Z*UXH<]N,AZE:O=K'16O%#GMQD/4K5[M8Z*UXH<]N,AZE:O=K'16O M%#GMQD91OXC-2DN&9ZSPF,1YM2[QSP3 -
J7>.>"8!M2[QSP3 -J7>.>"8"#"3 MI$2^T7W:CT)/A 3VI=XYX)@&U+O'/!, VI=XYX)@&U+O'/!, VI=XYX)@&U+ MO'/!, VI=XYX)@&U+O'/!,

~~VI=XYX)@&U+O'/!,!!#I$ISM%Z5=Z? 0">U+O M'/!, VI=XYX)@&U+O'/!, VI=XYX)@&U+O'/!, VI=XYX)@&U+O'/!, VI=X MYX)@&U+O'/!,~~
~~VI=XYX)@()=+:N'@7IP_NG74 GM2[QSP3 -J7>.>"8!M2[Q MSP3 -J7>.>"8!M2[QSP3 -J7>.>"8!M2[QSP3 -J7>.>"8!M2[QSP3 -J7>.~~
~~M>"8"!.EME'@7W):,)UUF GM2[QSP3 -J7>.>"8!M2[QSP3 -J7>.>"8!M2[Q MSP3 -J7>.>"8!M2[QSP3 -J7>.>"8!M2[QSP3 0VI;8SP+~~
~~[BE,)U[H!/:EWC MG@F ;4N\<\$P#:EWCG@F ;4N\<\$P#:EWCG@F ;4N\<\$P#:EWCG@F ;4N\< M\$P#:EWCG@F ;4N\<\$P#:EWCG@F ;4N\~~
~~<\$P#:EWCG@F ;4N\<\$P#:EWCG M@F ;4N\<\$P#:EWCG@F ;4N\<\$P#:EWCG@F \:5B<=.AEW&A14/N0%H M ,+TX@937DD=8A(F K>~~
~~[E/ST]D!8 K7Y1G MK]^J L !Z6L@'Y)WK?U,;PLA[P[]E&RQ;6Y:[6\EN,N3'< M<>-*VT.'B43]2/2H^H/4=%\KTM;1K>TSF?"T-~~
~~;J)I:8AQOZQMZWW*R]$=],- MSZ)H<;=_\%/QEOQ_B?K&WK?M]RLO1'?3!]$T.-N_^!\9;\?XGZQMZWW*R]$=] M,'T30XV[_P"!\9;\?~~
~~XOU%N@WOV'>W8?7(>&'F*$E)7FS&JJV5GHVK==*F5'W M*NIJ/3K\UUO16Z:V)VUG=/X[71T]2+QF'T4:"P !6UJ7\]79 6 M (-]T[\[^P@$P %:?~~
~~*N_1["P ! O+J^8G MLF F "O^.?\LOK + $$>5>^A]4 M!, >5Z@$-7<(DG1:5)4A:3X%)41&1B)B8*7K>,PR!#, &%Z<0,IKR2.L0 MD3 5O=RGYZ>R~~
~~L &OOM\M&6;/,O]^EH@V> C:RY3E3)*:D1 M$1)(S4HS,B2DBJ9Z!9I:5M6T4I&9EC:T5C,N:LF]"QW@Y*I5LO-@BQH,ES]> MOMN<@Q7(;-;B'3-~~
~~23PDHE83HJG4&WJ=%>F,36TS.,5MF<^)7&K$\8\<,>R; MX,H7F+-N;C-SM%BAPU71-YN\!V'!D0D+2@W8[JJXZFM.%%"4JI4(9:OR_5I,~~
~~M5]&UIG&*VS,3X2NM6W'N>VO>S8KDU)DNV>_6R$Q D79F9#MDI5A,R"_07K,1S4M.8KB+9Q,\2-6)SLGN9&4-Z.6:<3&<3RSG$\)335BVYV"_~~
~~M*,]=7U1HK5@ /2UD _G+_47_SKS?\ \4U_EVQ[[Y7_ -:G MB_?+C=5^N?QP?+QU&H -QE7-5^R5?HF9GJ1>,P^BC06 K:U+^>KL@+ M~~
~~$&^Z=^=_80"8 "M/E7?H]@!8 @7 MEU?,3V3 3 !7_'/^67U@$S4DE)2:B):ZX$F9$I6$JGA(J)T+2= M 'H#E8V\?~~
~~*,F^KR\4IYF:F[BMRE)V2G2IH3BTZBJ8V9Z7 M4BO-C9C._;CCC@QYH,V#=8=PC1I2#7&]<4ZF/&F)]6DK-A1I71I9DKJ5^;0^ MJ*;4F)F.'!.5ZI<-~~
~~+;SRI+),QE&B2X,J"0TLJ52XJM$F5=2ACRSP2M-2"(S- MQ!)3I4>)-"(RJ1F==%2TD('B765..,I=;-YDTI>;):34VI9522RK5)F6K%K$ MXD>-~~
~~O,.MD\R\VXR9T)U"TJ09UI3$1F5:]0)B8'.YAS[EO+$P[?E6DZ'0CH+]/I[ZD9C&-VV<9GA#&;1#?1YL&9 M'B2HLIEZ//;2]!~~
~~<0XDR?;6C.I4WIJHC0>+1U-(IFLQ,Q,;F29/QU/KC)?..2 MWY5@G$&XC1B[9-:EH.NDA&)QD8RKK#)Z RV:I"+CM?5Y4=.VBI)A!K4,CR3-~~
~~M*".E$F9Z5:!ER3B? ,E4F,EMUY4AHF8ZE(D.FXC VI%,1+56B3*I5(QCB1)" MVW4DMI:7&SU+0HEI/K&52$"0~~
~~@CRKWT/J@)@'5H"8<$_>9VVEH3--"D\M[Q^K4MZM)[(C^:V_AC>^?;D4VO>;=;QFN9$0BQV:84++5@+ MMHS&-.-4I]*J[:0LC+~~
~~[1S%0ZTZE./35MU%YOJ3G&Z.#ZCU_0:?R/IZ=)TU8I M-XYKVC?:<[N;?O\ #M[WR;-/]2V\V7)/WE9*.\7AI M*+S DJM\YUM.!MY24)~~
~~<2XE)=S5*J*3JKJUCH:&I-ZYE\^^?_"VO0=3RTG-; M1S1X.S'F?22U"]Y\ &%Z<0,IKR2.L0D3 5O=RGYZ>R L ' M#[V\HW7.N29%IL9M'>~~
~~(TJ).#0TYIC/"/)X'V=?E&>NKZHX+;6 M]+60#^M*S:TX MB&=*3:<0_H!N,W'VW=/:CG331-SO<&B1OZ^W46Q&RL;OS=K2THI#ZX.4O~~
~~!6UJ7\]79 6 (-]T[\[M^P@$P %:?*N_1["P ! O+J^8GLF F M "O^.?\LOK .*AEU#*N~~
~~MHZEH&SI]1>E+4C&+;V,UB9RZ<:S)\EC9/SL]*NN6Y%NBQLMS\W*S2Y?E2TN. MG#;F-~~
~~3&VF8Z$XTO*4TE)J49$DJGI.@ZLZ^E$1,;\T4Y<8[<8W\%7+.[PY:RV M[M\XP9.6G&8;+%WAMRXMQN[K\.5%C19,R,(Q,-+1MD2D$^VIMUA1$?~~
~~3G141+D4FYLRU+<0VTB3C-"%&2I M#BC0=4IT&+?C:<]9B?1SNQ.8]"B[MYR3CPNHEY,BL;VK=9['1#R>['C9GN ML".E3++4VRJOK1KS.A-~~
~~K;;;:Q/@MMGN_>GE])O M+C;LZY>S9F+,.5K1&O[6:8L)LRD3$0C@R[>TXP1O)6D]JPM+B5_9GB(R46'2~~
~~M1BFMM.^G6MYFO),]F"-7&G,>9P>6K#,S-(OT&';M MMF.;'FX<=8I-QV[TB8_#N;IMD^AV6VG8MK6XNB*D?:Z1NZNI%(K,SZ,8_P#K MB)KV;-~~
~~['ESX_XNX?W9YKE+DS[?:8EAC37;R]&RZS*-;J)S^;4ZUQ9R93LQ!(6@T]-;2=HZD]H>'34B,7Z/41]VG;,SZ?CQ,UQCS~~
~~M^)'+B>Y]>W4,PXV[C+T>!#D0(;3"TM1IN';Z'EUK#=;RZFW M1#*M2VO=F1EJ[71^T;_0Z47U,SNK&9>7_N7KK=-T?+I_^S5F-.O_)?P=#EW~~
~~M+\++^7H67FVR.-'8V+Z2T;13A?:F=.JHS.HUM,4G4O-I[7:^7]'3H]"FCI[. M2([^V?++\K62[7G^F;>1/M=XCO2\C7I6)#K1:5QTK,VGVJGA-~~
~~UJN%Q%=)?1, M<2)GI]28G=+[)U&EI_/NBK>DQ&M3L\/;$^">R7=W7^GS=QO+E?&V3[^Y"M=U M4I]]N&VB3'4\H\2S02C2H1F?;-~~
~~J[D^H0OMTM+SS5G$2X>A_3Z[K=3K-6=74WSW1X(=",VB #"].(&4UY)'6(2)@ *WNY3! M]/9 6 *U^49ZZOJ@+ ->EK(!^,=\?]/V]C~~
~~M.>\S,69\NV5J59;B^AR)(5-B,FM*&D(,S0XZE1=LD]9#UG0_,M#2T*TM.V/! M+GZW3S>TRX?]*^_+\.L_ZC!],-[ZOTWK>:?R4_"6_'^)^E??~~
~~E^'6?]1@^F#Z MOTWK>:?R/A+?C_$_2OOR_#K/^HP?3!]7Z;UO-/Y'PEOQ_B?I7WY?AUG_ %&#~~
~~MZ8/J_3>MYI_(^$M^/\7GZ5]^7X=9_P!1@^F#ZOTWK>:?R/A+?C_%^J-QNXVU~~
~~M[J+7Z_/V<[/$YLDW"X)+$B.A6DX\M9_)0AYKK^OMU%L1LI'XS+?T MM**0^O#E+P %;6I?SU=D!8 @WW3OSO[" 3 M 5I\J[]'L + $"\NKYB>R8"8~~
~~*_P".?\LOK + M 'M3IAKVM:TZE0'@ DIQ:BHI1F1=0SJ B]2I2#JDS(^$@ S-1U4 M=3/69@/ !!'E7OH?5 3 ?,M[Q).5DLE]S[8;Q=;$@=;Y?MC4_T2\-~~
~~_= M7Z^DS_7K^Y]/6=5J/Y3[(Y$/=2T6:,IY?SG:';)F2$B;;W-*25VKC3E*$XTL MM*%%PEUCT"+UB\8MM;?~~
~~2=9]]+J1J:4\LQY_!,/SE<]RN];=7V^0ASYT+Z4YI.Q[_3^>]#\QI&GUE(K;CV>.)W MU_8Z[=Q_4A!OER1E?>!!++N83<)A$JBVXKCVK~~
~~ZASMF5F>JHFGK"W2ZF)G%H MQ+E_,_[8MI4]]T]O>:>_LSCP>L^]4PGA,J&74/6-UX@ &%Z<0+VE.[-%&R, MJ:#QD7]@D3Q/YHO#+D ,3W-%~~
~~MX9<@!B>YHO#+D ,3W-%X9<@!B>YHO#+D ,3W-%X9<@!B>YHO#+D ,3W-%X9< M@!B>YHO#+D 5K4[M&OLRK55"QEIT=8!9B>YHO#+D~~
~~,3W-%X9<@!B>YHO#+D M,3W-%X9<@!B>YHO#+D ,3W-%X9<@!B>YHO#+D ,3W-%X9<@!B>YHO#+D ,3W M-%X9<@!B>YHO#+D ,3W-~~
~~%X9<@ 2GJ^2+PRY %;*G=F5&R,JGIQD75/Y %F)[MFB\,N0 Q/W+1H+Y $\3W-%X9<@!B>Y MHO#+D ,3W-%X9<@!B>YHO#+D ,3W-~~
~~%X9<@!B>YHO#+D ,3W-%X9<@!B>YHO# M+D ,3W-%X9<@!B>YHO#+D 5I4[M7/LRKVM2QEP=8!9B>YHO#+D ,3W-%X9<@ M!B>YHO#+D~~
~~,3W-%X9<@!B>YHO#+D ,3W-%X9<@!B>YHO#+D ,3W-%X9<@!B> MYHO#+D ,3W-%X9<@"LE.[97V95PEHQEPG\@"S$]S1>&7(8GN:+PRY~~
~~#$]S1 M>&7(8GN:+PRY #$]S1>&7(8GN:+PRY #$]S1>&7(8GN:+PRY #$]S1>&7 M(KQ.[<_LRK@+1C+5BZP"S$]S1>&7(8GN:+PRY~~
~~#$]S1>&7(8GN:+PRY # M$]S1>&7(8GN:+PRY #$]S1>&7(8GN:+PRY #$]S1>&7(8GN:+PRY #$]S M1>&7(8GN:+PRY #$]S1>&7(~~
~~8GN:+PRY #$]S1>&7(8GN:+PRY #$]S1>& M7(8GN:+PRY #$]S1>&7(@E3NT=^S*O:5+&6C1U@$\3W-%X9<@#XM_4O&N" M2_N7I=76TM~~
~~M.=*,VI>)\7A?2LDYOBYXRG:LU6Y)*9N#!*>1B3B:D([1UM1=0TK(QP^IT)T- M2VG/9^(>HT=2=2D6[9AOL;O-?](A0M#6\?\ "_Z1 /CO]0F[FVYLR;~~
~~<L_MKYGJ=/U-= M+.::DXF.$]DPROZ=LY3\W;N(Q7!1R+C9'E6QUY2NW6RA)+94HSJ9G@5AK_=& M737FU/$K_N;HJ]+UD\L8KJ1S?~~
~~MS^;ZSB>YHO#+D&P\N8GN:+PRY &'5?>?Q^ M^+7P?_,!F->21UB 3 5O=RGYZ>R L 5K\HSUU?5 M6 YFXY[LMNS >6O5[A-~~
~~N+)1SGK@0W)+$(IAT9.2XG0C'KZNC2-W3Z.]]/ MWF:Q&W&9Q-L;\-"_7:==7W6+3;9G%9F*YW9GL_$NB-^.E]V+MVCE,MF\Y')Q~~
~~M)NDV7[QHKBH?4.@T^6<9QL;O-&<=K3Y;S7:\RY:MF:6C]0@74C]6;FN-MN8B M6IO#7%A-1FDZ$1C9ZCIKZ6K;3G;-~~
~~>#6Z;JJ:^E75C9%MV6Y6\PT\W'=>;;D/ M8MDTXM*%KP:584J,C.G5H-:(F8S$;&U,Q$X:"/GBP3VH$BS+?-5,MK#2~~
~~MD_5UMFM+CKZ7%)4EI*D&1K(CZAEH,;=NCU*S,7]&8C.WM\$>%IUZS3O$33-H MFW+L[,9S,Y[-CH$N-+V>!U"MMY'"M)~~
~~[317M*'VVC3H&IB6YF$6)$>4WMHK[< MADE&@W&5I<3B3K35!F52X M6:SB8P1:)W+!"0!Z6L@%3'DBZZNR8"P M !6UJ7\]79 6 (-]T[\[^P@$P~~
~~%:?*N_ M1["P ! O+J^8GLF F "O\ CG_++ZP"P M !!'E7OH?5 3 8%ZL]NS#:9UBO#.WM=R87&ELZ-*'"I4 MJZE)~~
~~[I)]0QG2]J6BU9VUVHFL6B:SNE^4+!?C*Q&D^]<1W2%:.Y41&/):NE?2MRWB:RZM+UM&8G+:T M56A$=>"@J9OCO]0N\2TY3R5HU(K28G?~~
~~+UG]M_+=3J.JKJ8Q33G,SX8W0]_INRA-RGNY9>N3:FIU^? M.Y*961I6VP:"0R2B/JFDL?640=-6:Z>W?+'^Y^MKU/63RSF-..7R[9GNW/L~~
~~MVGE0!A>G$#*:\DCK$)$P B,S(BTF>H@'''O3R*FZ>RSN+FB3Z@=Q*,^=M*97 M#L?6\&RQ5T=U2O5'1^G:_)S8[,XS'-CCR[W-~~
~~^I=/S\F9WXSB>7/#FQR^=V9M MJ(R(RH9UH52KHU\75'-RZ34WO,-NL"K0F?M%>VY[5]@]8(G$^L/DI236=2H@ MB0=3*HV-+0MJ\W+_~~
~~"5YI\4-;6ZBFE-8M_/;ECQSG\FT,J&9'K(4-D 5O=RG MYZ>R L 1=:=;8:63;#2%..N*T)2A!&I2C^0B(3$3,XA$S$1F7-0=X>4+EE~~
~~M*3GF'.4YEF$;A2I6Q<):%-&25$;1ECKVR::-1C=OT.M36C1F/3G=&?WM#3^8 M.%]"=>MO0C.W$]G@WLAO.V5WD6AUF?M6;~~
~~[%D3[4XAM9I=CPT$X\HSIVIH2K2 ME6FN@83TFK'-F/T3$3XYW+*];HVY,3^N)M7PQ&,_M8>7]Y62LSN+9M5Q63](~~
~~MQSR1,CO0S)LLK9KL.=+0F^Y;DG+MBG%L;13:FE$XU3$DTK(C+09&7R&*>H MZ;4Z>_)]1B5_2]5I=3I^\TYS5@Y@WAY1RO<46N]3ELRS2V[(-~~
~~MAUYF*T^O9M M+DN-I-+25]T)-9BW0Z'6UJ\U(V>.-N-^([5/4?,-#0MRWG'DG$9V1S3NKGPO M9.\"*,3,2]#)DZ[L6)J1,:N4DWR8;E6^7~~
~~M&0OU5"G'3);K:4F24I,SH++?+M>M)OB,1C=:)W[NU77YEH3J1IYF+6SC-;1G M&V=LQAF92DU(,^J0JU^CU=&~~
~~ML6M$8F<;)B=O#9VK>GZ[2U[36DSF(SB:S79QVQ&QT"_*,]=7U1IMY8 #Y3~~
~~MG2QYADYWCW;)]EN5OS*EZ&A>98\H%HEV]M1&ZB:TI=3P)Q(2G9XC,BTZAWN MDUM.-":ZMJS3$^C,3S1;LY9_B\]UFAJ6ZB+Z5;5OFOIQ,8-~~
~~P.')US9OD=B"<*1&D$YLTORU.>LFA2%);-C"9),BIJ% M^OU=+=/BDUQRUKRS-LQ,<*XY?~~
~~#S*.GZ.]>IS>ML\]K<\DS$:AJ1IS$WFU8SZ69V8_9MW.EH]'.GU&;Z>69K%8 MQ,3MWYVS,?JRTF7-V\^VKL""RF4.[67-~~
~~2GIUW2EBC]G<.2I*FUI4:E,H2IM) MI,N#0-G7Z^M^?_DS6VGLKMV6]'S[VMT_RV=..3&E%;4U9S;T=M)Y\;=^-M8Q MYGC&~~
~~[7/3D2]V%N/ZM%RW;;G:\CS5NDGUE-VD[4U)54S0:6"]7J=.Z"W7Z$36 M^U;:D8WEK(!^;]XN_;/&3\[7C+-H8~~
~~MMJ[=;W$H85)86MTR6VE9XE$XDCTF?4'L?E_R;0U^GKJ6FV;<)\/B>!^:?/N] MZ;JKZ5(IRUQOB<[8\,F/U-;R?NUHZ*[Z8;_V_P!+QOWQ^3F?<_6\-~~
~~/NM_N/U M-;R?NUHZ*[Z8/M_I>-^^/R/N?K>&GW6_W'ZFMY/W:T=%=],'V_TO&_?'Y'W/ MUO#3[K?[C]36\G[M:.BN^F#[?Z7C?OC\C[GZWAI]UO\~~
~~-^^/R/N?K>&GW6_W'ZFMY M/W:T=%=],'V_TO&_?'Y'W/UO#3[K?[C]36\G[M:.BN^F#[?Z7C?OC\C[GZWA MI]UO]Q^IK>3]VM'17?3!]O\ 2\;]\?D?~~
~~<_6\-/NM_N/U-;R?NUHZ*[Z8/M_I M>-^^/R/N?K>&GW6_W/$_U,;R4UI&M&DS/_"N=7_ZH?;_$O&_?'Y)^Z.MX.:?~~
~~M=;_<]_4UO)^[6CHKOI@^W^EXW[X_)^UO#3[K?[C]36\G[M:.BN^F#[?Z7C M?OC\C[GZWAI]UO\ -^^/R/N?~~
~~K>&GW6_W'ZFMY/W:T=%=],'V_TO&_?'Y'W/UO#3[K M?[C]36\G[M:.BN^F#[?Z7C?OC\C[GZWAI]UO]Q^IK>3]VM'17?3!]O\ 2\;] M\?D?<_6\-~~
~~/NM_N/U-;R?NUHZ*[Z8/M_I>-^^/R/N?K>&GW6_W'ZFMY/W:T=% M=],'V_TO&_?'Y'W/UO#3[K?[C]36\G[M:.BN^F#[?Z7C?OC\C[GZWAI]UO\~~
~~M<\+^IG>21F91K1VQU/\ W5WTH?;_$O&_?'Y)^Z.MX.:?=;_<]_4UO)^[6CHK MOI@^W^EXW[X_)'W/UO#3[K?[C]36\G[M:.BN^F#[?Z7C?~~
~~OC\C[GZWAI]UO\ M-^^/R M/N?K>&GW6_W'ZFMY/W:T=%=],'V_TO&_?'Y'W/UO#3[K?[GUS='OICY],['? MTLP,VI)2F4,U1'F-~~
~~EI,VB49F3B2[I%=)=L75IY[YG\IGIO3IF:>>/"X/"]7\ MG^=QU?H:F*ZGFMXOR\KZT.], K3Y5WZ/8 6 (%Y=7S$] MDP$P 5_P <_P"67U@%@ ""/*O?0~~
~~M^J F -3F++5AS;:G;)F6WLW*UNGB-AY-32LM2VU%12%EU%).HMTM:^E;FI,~~
~~MQ+"U*VC$QF'Y^NO]*]XLUP7==UVL1J&KZ:!WY^-2L1I^C+W/1=?\NTKS;4TN:,;(QG;WNCR)_35:K)=4YCSS,NIBHGA(QH:?2Q$YMME?\P_N?~~
~~4UM/W6A7W5//Y,;GW?2> MD]8W'BP 87IQ RFO)(ZQ"1,!XI)K0MLEFV:T*03A:TFI)D1_LJ$$O@[=IS6 MYNL1N8/*DYN]DZ4-R*0W['2PF9ZR'ML-~~
~~,6(>]G5THZOXOWDB^#]W,6_3S;.3'-GGSGRXWY;&X91N+:]Y&8U9928F>7,XC+[XHZJ49:JF/)P]@\$BM[N4_/3V0%@#D-Y M\:^W+)DRPYN=]~~
~~<:M1NHK@CQI2J/ONF6IM+9&1G\HZ'R^VG36B^I.RGI> M.8W1'ARYGS.FIJ=/;3TXVW]'Q1.^9\4/G%URKGVVV_>!8$VEF1&S#;HMPMGL~~
~~M1#IPFYT1;<9;""=/$3BVT)<,CUT'9T^IZ>]M&_-,32TQ/-OQ.9SL[,[%U>F MZFL:].6)C4K%]\NZ+1Z.-O;,1$LD\D9DLV?T0;=;G7\D,P[U/M#R.V3%?~~

O$4 MD/0S/J?;(Q(+^]UQA\7I:G3YM;_DF:1;P\L[+=V_Q+8Z+5T^JQ6O_'$7FL\) MOC->^,^5@HW7L4_3];X6L9F=2:1IQ&(Q2+8YI[G2Y:RYG^
MQYBS):&SAVF-?8\2Y0+O;HJY=KBRHA)BNLFT^M)[1U+5.5?*-/7U^GU-.EM MMII,Q-9G%IB=L3F.R);NAH=3IZVI6,5B\5M%HC-
:S'HS&,Q.9B(:;->7LX,R M,[V0[9*S!-SO M4:%>XC"6H92(J#8>.1VYE'2GRB2.OR'4;'3:^C,:5^:*1I M3:9K,[<3MC'K<&KU73ZT3K4Y9O.M6L1:
(V9B,3GU8[>WM[4')?]*=-32K,9O/->>'96/)OEU-/3O?J;ZMXV4CEI M''MM/EV1'B<]N_M]]/>#<[^<*])L4NV(CR9V;&T(N+%I=!IZOQ-
M3%^6U=^ICFB<_IKC^7]_; M+ZHORC/75]4<%Z-8 :P'/RL\93@VZ\7:9M:U:Q7;>,U\,-*_6Z-*6O:V(I.+>"?Q+8(OMH=O#%@:E$Y=Y M,
(HQ'0E2B5")9-[7$182(U*(B(SJ8JG1O%)O,>C$\OEX+OB-/WD:>?2F.;' M^7=GSK+C_@\OMUBY;LTZ_74G$6ZW,KDR5-HQKV:->%.BI_()T=
M.=6\4KOM.$:VK72I-[;JQF7K]VMT2T%?ITA,.S[%$E4N1]FA#3A$:3775W1"
M(TK6OR1&;9QB"VK6M.>TXKC.91O5YM>7+8_>KW()4M<;9[>0:5*P[9:6T=JD MC/2I22$Z6E?5O%*1F91K:U-&DWO.*QV^/8V!-K,Z$DS/7HTZ]
(IRN";6=:)/ M1KT!D#0M)$I23(CU&8G(B]+60#\2;[?^:^9OYS7_8H'TOY/_P!/3\O[7R+Y M]_W]3_Q_8X$==Q 39>>C/-28SJ MV)+*TNLO-*-
#B'$'5*DJ+21D>HQ$Q$QB=L,JVFLQ,3B8?K\,>'C'EA]?'GGJ 5I\J[]'L + $"\NKYB> MR8"8 *_P".?\LOK +2(S(S(JD6L^ !X
TZLV983)FPCNT;URW(M>=G1R49N-HC)Q/:*=L;9:5$FID-CX;5Q$\LXMC'EW=[7^)TLS'-&:YSY-_ M ((\J]]#ZH"8
/%K0V@W'%I0V6M:S)*>;PC:B9B(S.YC%=+6=:3HQTUT> M;.G^T97+M!N%RMEU8E6ZU+=:N4AM1FAA;!8G,=2+
MN2TUXAL7Z;4I:*VK,3;=XG4Z5ZVM6T3%N#J%JJRTK02U)-)*PF>BI)H+;]#KTM%;4F)MN*G3^8=/>MK5O68KOV[D
MY^\')%KNB+-6I!TD$2FS-1IPD2B,C*IB*=%KWISUI,Q^2=3 MKNGT[Q2UXBT]DSQ=&9&1T,:;= %;WGL@+ J8 #'GW"):X3]PN#Z
M8T&,@W9#ZSHA"$Z3,P&-.O\ :;;'CR9DM+;$NGJRBQ+VE4X^U))&9]J5>L&! MZB^6AU#+CMT9]E;2UEH)3B]BJAZQZ3INKII]-&IS?\FGS5K';/-
;3GR1EY;JNDOJ M=7.G-9G2U>6UI[,UB8QY9Y/QESL2P[PI^3+UM8M$UF;W\$6M^G.^-GF:=-'J;=/ M>UJVBT12G;F:TGTIC=/I9G=O[-
[>6NTW&"QE^1.CN*K$C-:9ST=V#+MC$&"F M$O:DEN0ZZLHN.AFI9D@E5*@U=34K.;Q;EYO=X_56TVGFV;HB.;'#;AN:6G.L M4FG-
R^]SCEM7EKR3V6G/+GQ1EP>7H*[C8[N](1+E,1;BT.ND@R01-H(C(ZEU"+J:]XKJ5B,39B(Z*^[O+HFU9LL=JM-P>@R2[>F%
MGM32;BCJZ2*XFR\'4-31ZZO/IWM:N8O>.S]$[O)X6YU/R^TZ>KIUK:8G3I,9 MFT^G&>,[]D9AW62&I;:UDIMTU.8J$I5%& M9T'+Z74Y>NBVI:-
\YMLY?TSVQL=;K-/FZ":Z5;;JXKMYMEHX[+0ILF;X)9$ ME7>!<+YF2)&9CJLDQF2[&;:5.4XA[UYAQ*&9;#)()W;$9*3H&U.MHV]]%9K2
MDS,\T3&?T[N6=LUF^V\\[F:Y1Y,*:UO_ "^+UZB\;].W]7@M79C8^KC@ MO1/2UD_$F^W_FOF;^,M2?W/G:O"_-OFWOK_']C[H/+O8 K3Y5WZ/8 6
M (%Y=7S$]DP$P-5_QS_EE]8!I+QEA5WS#8;^5WFPDV-3JCMT9> M&-+VQ4H\GJTU=8;>EU')IWIRQ//VSOCQ-35Z;GU:;G-:.3.R)V3GBWXU&V^:
M_!-UDM9EN$Q3QO(F7V5EZTDAI*5.W".Y'0\;FE2B<2XHDH49$5=.HAVOBZ1- M*QC=2+3M_EF)QY,.+/1VMS6G?$WFL;-
\Q,9\L3/>W61K#.L$B3#=1(9M:[=: MC04EY;Y>OH;<1+,C6I1DJA-DNE"/10:W6:U=6(F,9YK;HQZ.SE_>V>DT;:4S M&WEY:
[YSMVY_=DRJ[/N6:+A?+W9IMJE;!," W(90B.U 9>-6':(6K&ZZH]H9 M8<*4T26HS-U,5H12EHM&93M\B8UR7GK:ER1ZHEMDGVJM)-
;:C;0M)TTG6E!M5Z MC3FV,Q&*1RSNQ;9S;<3MW[9:MM#4BN=LYO/-VYKZ7+V[MVR,;$7;7FI$S+C; M4.?*7;CMRTWAXE%)7'*49RVI!%))MG
R>$TFAU3I?O:!,:FEB^V(YN;T>S./ M1F-F9V^+!:FMFD1$SCE]+MQS>E$[<1B/'ECQ,IW^?=$%,BSX=T./>V+OF%Y\ MSBG(E&A4-
Z/1TZ$24IH:$))*2P&,[=3IUILFLQFG+7&W$?JB=GXWL*]/J6OM MBT3C4B;9V9G'+,;>[9LW.NW?S+A>K(O-5U(VY=^<*2B-C-
3;,=A!1VR075>^A]4!, ::?H5 MCAOGR[WK-/Y%I]!TE.IZN/B-?5_3S_HI&_,:>[Q;^S,SAS^;_P"HFTY%N]TR MID[*D9WV7(5#5-
E.*P.+9[5P\)56HL52(S7JUC0U.LY9Q6-SUW0_VK/5:5=7 M5U.7GC/+$<=W@\SZIN;WAVK>3E^5>(EM1:;K%=3'NT-GR6,TXDN(/15*M.L]
MD94^4,.EK>]KGMAY?YO\F^FZW+&)BT9B<8[_OHPN<8 &%Z<0,IKR2.L0D M3
<]GN[3['DZ\7"TLNR+N44M$Q,YWY>OK,3$8W+1BR5O=RGYZ>R L !S.:RN$UZV6BWQBDDX] MZW,2Z9H8-B)11(6HDK+MG#11--
)$8F$.).!:6R54NV*@D7.0$1)#MIA[::Y,[7=#GO&RILCD7!;;Q$1DDD] MN>,TI16A$(%^4(,^!RM^XDPX3JFXZ2,U*4C6I%"ZA&
M1C9U.CUM*8BU)KS3L\;4TNMT-6)FEZVY=^)RKRIE_)$*.UF/)UJAQ&+LRAYB
M=%9V2G([O;I).+2A)UK@(BZPRZG7U[3[O5M,\L[IGM8])T_3TB-31K6(M&^(MQLWNDPN$9),C)6LBTU&DWFO?OEJBW4K-
FH8NQQ7+CL',2#(TK MTUF6$DI M/750NC1O:G/$9KG'EX*IUJ1?DF?2QGR1VL]#BEH0\VO$VX1&VZDZI4E15(TJ M+09&6J@JF,;%L3DJI-
4U,J]T7* &I1T(S,R+54!X]+60#\N[SMSN\7-&?KW MF"QVE$FTS74*C/JDL-FHD-I0?:K62BTD>LA[?Y,\UZ,1Z.E+VQ:/!/%\\^:_
M)>KU^JOJ4K$UMC&V.#D_T_[VO<;?3(WCCH?6^C]?S2Y?V[UWJQ[4'Z?][7N-
MOID;QP^M]'Z_FD^W>N]6/:@_3_O:]QM],C>.'UOH_7\TGV[UWJQ[4'Z?][7N M-
OID;QP^M]'Z_FD^W>N]6/:@_3_O:]QM],C>.'UOH_7\TGV[UWJQ[4'Z?][7 MN-OID;QP^M]'Z_FD^W>N]6/:@_3_+VO<;?3(WCA];Z/U_-
)]N]=ZL>U!^G_ M 'M>XV^F1O'#ZWT?K^3[=Z[U8]]'J#]/^]KW&WTR-KW^3-XV^F1O'#ZWT?
K^:3[=Z[U8]]'B=P&]E5:6-LZ&:3_WR-K+Z8GZWT?K_ M /QE/V[UWJQ[4/?T_P"]KW&WTR-XXCZWT?K^:4?;O7>K'M0?I_WM>XV^F1O' M#ZWT?
K^:3[=Z[U8]]#]/^]KW&WTR-XX?6^C]?S2?;O7>K'M0?I_WM>XV^F1O M'#ZWT?K^:3[=Z[U8]]#]/^]KW&WTR-XX?6^C]?S2?;O7>K'M0?
I_WM>XV^F1 MO'#ZWT?K^:3[=Z[U8]J#]/\ O:]QM],C>.'UOH_7\TGV[UWJQ[4'Z?\ >U[C M;Z9&\U!^G_>U[MC;Z9&\%N
WLF9D5C;JDZ'_OD;7X8GZWT?K_\ QD^W M>N]6/:A[^G_>U[C;Z9&\<1];Z/U_-
)]N]=ZL>U!^G_>U[C;Z9&\U!^G_>U[C;Z9&\K'M0^N[G=QRLK/HS1G1EMS M,3:C.W6XE)>:B4T;5:DU2IT_W::$:^ZU>?\ FOSCWT>
[TI]#MGCX/%^UZGY- M\C^'GWNM$3?LC?%?X_L?<#,S.IZ3/68\P]< K3Y5WZ/8 6 M (%Y=7S$]DP$P-5_QS_EE]8!8 &1&1D9$9'H,CTD9 M
/$I2A*4(224)(DI2DB)))(J$1$6@B(!Z @CRKWT/J@)@-;F M&\M9>L=PO;R24B$RMU*#_>6140G]]"S2ISWBO&6GUW5UZ7I[ZUMU*S/\'-[
ML+2ZQ8OB.Y'M;]PD*+MC0HSV;95VZ2K):UXPP3E;YLSK6LW7QM2LJ[(ZG)7]--D.'_;W2S7I MO?ZFW5ZCT[SX_P!-?%$=CX!'O$G^GS?
7>#O;+CV3\RK'&)CQ6WPW6?\ ^G,L M]7IS.^[R]0UVF_J]=<;?4HV=J\=5K9+2NJ5'I-"B(TG7]F>ITLWG-9C:U/E MW]S?!Z4=/U-
+DD)+5729U/Y!LZ.C&G&.V7E?G/S2WS#6YYCEK6,5C\<7?B]PP 87IQ R MFO)(ZQ"1,!Z1FDZI,R/A+0 $I2=!&9%\GR !+61F9*,C/69'K ,2BI0S[75\
MG6 >&=3]>L]9@ "M[N4_/3V0%@ "M?E&>NKZH"P '"[XK?< MKGN^N,:V1G9JD/1)$R!'(U.R(3$A#C[:4EW54E7#U1/E=ZTZB)M.-DXF>R9
MC8Y/S.EK=-*Q-MM9F(WS$6B9CN[.UQ]YN%GSKF:%>,CPG56VQ6&\MWJ:4-V M&ULY43!&AT<0C&M*RQ84D>&@Z&E2_3Z4UUIC-
[TY8S$[IVV<[4U*]1K5OHQ. M*4OS3RS&^-E=L1GCX',Y1F9IAV=QC(\F\RI\3)ZSN\&>A\VXEW:)M,=$5M]!
M)2LD8]FENI*21'L;W4UTK7SK12(G5]&8QMKV\V/)G+G=);6H8T9OF-'THM MG9>,5>)!L236K;(>DN-$\TF22
M<+NQKLSC",57K7WU.;3S/I>I&8[,1G$\O9G<V:3;W%%^74G'H[YU)Q/;FT^E M7FW3C]_8G*=O6:K.4%F-
=H4&;DB[.HM;LB2^M[4[E=3$E;YG%O;Y]6=2F01&DFG-HVG"5"2DB M34A-=*FMK:E=6*Q+&<^S&VD;XV<8Q+??0T-.VC-
IB]9T]N=EY_3/I<)S'= M$9?>+7 7:K7!M;LAR6["CM1W9;RC6Z\MI!)4XM2M)J49&9F8\M]7Y[S,&,SG M'!Z[2T_TK7,SB(C,
[Y\;LL5K0!Z6L@%3'DBZZNR8"P !6UJ7 M\]79 6 (-]T[\[^P@$P %:?*N_1["P M ! O+J^8GLF F "O^.?\ ++ZP"P M !!'E7OH?5 3 ?-
M^CQM9#4T7_)C"3ZR*K_L'4^5QG7\DO$?WK?E^6 M6CC:O[7T"W)2BW0D(*B$QV2274H3:1S;;Y\V>EB-.L1PC]C2YTR3ES/UE78
MLS1MO$-6T8>;;D2&'2*A+:70\)\/4,M!D*K4B\8ET^BZ_5Z/4C4TYQ/FF.$O MSJ[D7?3N(ER+ED.2K,64#4,K\1*-
JDT$9G]M%KB2HBUN,\9:ASIT]31_1MC\ M;WOX^8?+?F]8KU$>[U>/Y6_Z/NW_J]RMG:4S8[PT=@S,Z9--L/*Q17WM6!
MMPZ&E1GJ0X7R5,QM:755O.)V2\]\S_MG7Z2LZE)}YI\8WQXX[7V;26@]!EK& MT\D #"].(%[3K1-H(UI(R(JE42)9GG$\8!MF><3Q@&V9YQ/&
;9GG$\8!M MF><3Q@&V9YQ/& ;9GG$\8"MUUHTIHM)]ND]?R@+-LSSB>, VS/.)XP#;,\XG MC-LSSB>, VS/.)XP#;,\XGC-LSSB>, VS/.)XP#;,\XGC
-LSSB>,!6MUH MW&C)::$:JZ?D 6;9GG$\8!MF><3Q@&V9YQ/& $^T1U)Q)&6HZ@)'*2JE7B.F MDM/5$8 Y254J\1TTEVW5#
]];*I'MBJ7]X,0/#E(/6\6NO==4!KKI:[->I-M MEW5!27[/)*=;L3BB2W)))H)PTD9$HTD9X<5:'I%VGK6TXM%9QS1B?$IU-&FI M-9M&>2, VS/.)XP
GF:E]HGC 5LNM$V1&M)'4]% M?E,!9MF><3Q@&V9YQ/& ;9GG$\8!MF><3Q@&V9YQ/& ;9GG$\8!MF><3Q@&V M9YQ/& ;9GG$\8!MF>
<3Q@(-.M$2ZK27,J/7U*@)[9GG$\8!MF><3Q@&V9YQ/ M& ;9GG$\8!MF><3Q@&V9YQ/& ;9GG$\8!MF><3Q@&V9YQ/& ;9GG$\8"""6B
M4Y5:=*M&GY" 3VS/.)XP#;,\XGC-LSSB>, VS/.)XP#;,\XGC-LSSB>, V MS/.)XP#;,\XG MC-LSSB>, VS/.)XP$$NM;5P\::'AH=?D 3VS/.)XP#;,\XG MC
-LSSB>, VS/.)XP#;,\XGC-LSSB>, VS/.)XP#;,\XGC-LSSB>, VS/. M)XP$"=:VRCQHA(JU^4P$]LSSB>, VS/.)XP#;,\XGC-LSSB>, VS/.)XP#
M;,\XGC-LSSB>, VS/.)XP#;,\XGC 0VK6W,\::;.E:]7$ GMF><3Q@&V9YQ M/& ;9GG$\8!MF><3Q@&V9YQ/& ;9GG$\8!MF><3Q@&V9YQ/&
;9GG$\8!MF> M<3Q@&V9YQ/& ;9GG$\8!MF><3Q@&V9YQ/& ;9GG$\8!MF><3Q@&V9YQ/& ;9 MGG$\8!MF><3Q@()=:VCIXTT/!0Z\!)
[9GG$\8#YUOS@OW3=E=C@.D3]N4U< M%FD^VV#)_:TUZDG7]@ZWRB]:]37FW3L>;_N3I)ZCH;UB,S7%L>)F;GLY0\Y[
MN[1=6I!/2HJ/9]P,]!E)C$2=->^3A477%7S+I_<]1:O9,YCQ2Z7RS4M?I:3? M]45B)\CN=JUWZ>,ASG2-LV6E+B:EJ,C P^+
[^=TUCS;ENX9HM3#47-UI9> M7$]F=V&R_I\SY*SKN_:5=W]K=[,][.E2%G5;K:4DIEQ1GK4:3PJ/JFFHSZ?4 MF]-N^%']R?+Z])U?
H;*7CFB.'&'U;;\XGC&R\P;9GG$\8##QH[XO+UU]3A$ M#,:(MDC06HA(G0N N(H7 7$ 4+@+B *%P%Q %"X"X@"AI\I M@+*%P%Q
%"X"X@"A3+ZP"RA<;4W>LL3F+G;W"*KC)D:VU'7M74=T MA14U*(>3UM*^C;EU(FL^%UM.U;QFLY;;"WWI<1"IF^>[Z,\6K(^1;]J0XT5W
MND5Z%:H2J;5UQ])MJ62=>!M)FHU:NIK;4:^I6E)SVN]\C^7ZG5]53$>C28FT M]FS]\]CE/Z6\K3+%N]>N\])MJS!*]:BLK3111F$[-"]/?
GB,ODH*NDI,5S/: MZG]V]735ZN*5_P#QQB?'O\S[A0N N(;CQ@1%P%Q ,+TX@937DD=8A(F);- M?!HBIU:<--=
0"F6<&V=0WM%$VUC42,:SU)34RJHZ:"+2"F(WI@D 5O M=RGYZ+2"F(WI@D 5O M=RGYZ+ L 'I$9ZNN D33AD1D6@]6H$X>8%D5:''3M==03AZ;3A%4RT 81-
BTGU#H?5H? ? "%2_ M,]=7U0%@ /2UD U9WVQ0U^C3+I$CR6S,G&77T(<34S,J]
M,ZEH%D:5YC,1+4OUG3Z=IK;4K68[)M$2\^)LL^^X'26^43[G4]6>YA]0Z7^K
M3VH/B;+/ON!TEOE#W.IZL]Q]0Z7^K3VH/B;+/ON!TEOE#W.IZL]Q]0Z7^K3V
MH/B;+/ON!TEOE#W.IZL]Q]0Z7^K3VH/B;+/ON!TEOE#W.IZL]Q]0Z7^K3VH/
MB;+/ON!TEOE#W.IZL]Q]0Z7^K3VH/B;+/ON!TEOE#W.IZL]Q]0Z7^K3VH/B;
M+/ON!TEOE#W.IZL]Q]0Z7^K3VH/B;+/ON!TEOE#W.IZL]Q]0Z7^K3VH/B;+/
MON!TEOE#W.IZL]Q]0Z7^K3VH0:S+EHB76]02[=1_XAO57KA[G4]6>X^H=+_5 MI[4)_$V6??<#I+?*'N=3U9[CZATO]6GM0?$V6??<#I+?
'N=3U9[CZATO]6G MM0?$V6??<#I+?'N=3U9[CZATO\ 5I[4'Q-EGWW Z2WRA[G4]6>X^H=+_5I[M4'Q-EGWW
Z2WRA[G4]6>X^H=+_5I[4'Q-EGWW Z2WRA[G4]6>X^H=+_5I[4' MQ-EGWW Z2WRA[G4]6>X^H=+_%:>U"^>)>;-/>]7@7*+*D4-
6Q8>0XO"6L\)' M6A"+:=ZQF8F%NGU>AJVY:7K:>$6B99HK;(@WW3OSO[" 3 5 MI\J[]'L + $"\NKYB>R8"8 *_XY_RR^L L M 01Y5[Z'U0$P
1,9&OO=BLV9;8_9M*BZBDT,A,IZE].W-2>646K%HQ+\]W?^EZ]V*YKO.Z3-[]E?49 MFF)+

<=:6DN]*0QW9<&T1^T>BK\ZKJ4Y=>D6_'"7.CH>6\32<1F,]ZIG)W]7B M4G$=S9%5'U;;UIDW-&H\6PQ_VCS_%4TM3_BV6R]WT?4?
+::N=6DS7\>%M,L M_P!-DN;>D9EWLWY>8YY&E9P&UN+.4:=))=>M-*=+H]/W5>/;XXB.WQOT$VVVTVAH"6V6TDAMM!$E"4)*B4I26@B(M!$-
U MX69S.9VRF" !A>G$#*:\DCK$)$P S625J:3C=2E2FT"J4LDF:2-:8(E^:C1E MUS=8UGM-P4K?$]-2MN7ZTOVD=T.;L_5-
CBJ39([798<.'2.MZ7O.3^3S8XO! M8TIZ..HS_P#LS._\W/S?HQP[.7=C;X7>S<[9E9F9VN$R^Q[;8,OW K/!C,V
MQ,R2J1*2R;:JFX@E&E2S2DE4(ZU4="&K&G7%8QMG;O=RW6:L6U;3>*TI/+$< MN9S/+CMXSC]LM"O,MYS$JP1LP.$_*L>\"!!9?
6RS'>4VJ(ZZ1/-QUN-$XDSI M5"J?M%T4BN<=M/WM"W4.FK;3C4WTZB(W1&SDF=N)F,[>Q]X7W:NN8YKV*("M M[N4_/3V0%@
X'>V\4>T9:=6Z3#:,S/ M^F7&^;6Y=/3G./\ ET__ +.>S)E7)MWWN97)N(S,MU_C7:;[BUIK7]-LWM_JYL1' M>]WC1K!F._6.-
%0NS[Q92HMJTBL\MK,EQB6V^ MIOF8&8]N=BSWCNMO==92TFL4CV2DH4E2EEK+%I$5GFT\1,QB/))JTC1ZN-2U M:WY]2(C%IYJYKC].[$;
<^-;\,968WFW&1E^.JUVK)=ME3[[/BN//*7PE^\= Y[3I[=LVG9XH91T^E'63.G'+72K-K3&=MK>#P1F?'+3 M;ED>HYKMOK2$1W;OE]+P-7Y-
'+K5&.?3S$Q/Z]L>E>,SB^[COMZ3[VORC/75]4>A"MX%[,TD?;M:R_ZM(]?T$__*]?+^U^?_[JK$_-=;9ZO_UAR>R: M[Q/$0WLR\QR5X&XR:
[Q/$09DY*\#9-=XGB(,R!LFN\3Q$&9.2O V37>)XB M#,G)7@;)KO$\1!F3DKP-DUWB>(@S)R5X&XR:[Q/$09DY*\#9-=XGB(,R!L MFN\3Q$&9.2O
V37>)XB#,G)7A!LFN\3Q$&9.2O V37>)XB#,G)7@;)KO$\1! MF3DKP-DUWB>(@S)R5X&XR:[Q/$09DY*\#9-=XGB(,R!LFN\3Q$&9.2O!?"
MD2+;+9GVYTXLZ,LG&)#5"4A9=DNH9'H,AC:(M&+;8E?H:EM"\:FG/):LYB8[M/QVQNE^D]WV\&)G.
(<:228V8HR:RXA:$N)+1MF:ZTGU2UI/AGY3K.CG1G,; M:S^,2^Z_V_\ W!3YE3EMBNM6/2KQ_P U?!QC?6=D]DSVHY[U:#?=._._L(!, M
!6GRKOT>P L 0+RZOF)[)@)@ K M_CG_ "R^L L 'N%6@Z'VVK1K >&1D=#T&6L@"AEI/4>H ,C+7H *&5#/4>H M ,C(Z&5#X "AG4RU%K
!Z:5%0C(R,]50 R-)T45#+J& &E1&2329*/45-(M!A5IT'VNO1JZX#RATKU"UF @CRKWT/J@)@ PO3B!E->21U MB$B8#VAD1*H9$>H^L
UA96RXU=CS$5CA(OJSQ'=/56RDFHRH:MIAKB,OWM8S M]Y;&,SAK1TNC&I[SDKS^MB,]ZUZQV=UB;&D6R,N-=%;2Y,K90:)2S(BQND9=
MNJA%VQZ= CFG9MW,YT-.8M$UC%M^S?X^*N-EK+\)MF/#LT..TRZB5'::CH02 M7VDX$/)
(B[M*=!+UT$S>T]J*]/I5B(BL1$;=T;^/C;)25)/MR,C/AT#!>\ 5 MO=RGYZ>R L &)<;7:[S%.#>(,>XP342SC2VDOM&M.I6%9&52ZAC*MIK.8G"
MK5T::M>6]8M'"8S"J'8K%,O5/9UJB0_9Z746_P!780UZNE\\3J6L)%@)9Z5X M=?5$S>T[Y8TZ?2ICEK$U'"EK+5NF2KC;[+!B7":2BF2F(S3;
MKI+TJ)2DI(SQ'I5P]4)O:8Q,RQITNC2TVK2L3;?,1&9\;RUY9RU8WW)-CLL& MV27D[-YZ%%';86M%:X5*01&95*M MJ6MOF9-'I='1F9TZ5K,\(B/V*
[EE/*5Y MDJF7FP6ZXS%DE*Y$N*T^Z9(*B2-2TF9T+00FNI>NR)F&.KT>AJSF^G6T^&L2 MM9RWER-=EWZ/9X35]
<*B[DB.VF2=2H9[0BK4R*E=8CGMC&=C..FTHU/>12O/ M/\V(SWLN-!@0U25PXC,= ME(]66>S)9.-=73I60V^G_F[-CS_SC/\
Q1BUHF^V*SB9]&W;FO[5&5)^9LER M+6CLPKZ7 M5UNFOI:6I.(O[R?2G,Q$8FM>;.W$3MW[MFR',0\ZWFX2+1GV3L#OK62LP34; M-O#'-
R)+,F^T]?:T05=.D73I5C-.SFJY]>MU+17J)QSQH:MO!F)C#-FY]WHQ M8]P6J=9MI$R['S?B3"<,B9=J7]J:2-W34TZ75:2ZA<&;:6G.-D[^7^*Z_7=;6
M+9FF:Z<+SS/\H_J\'ZO-PSK[O+S4E&8KU:I%%M@6S*<2URY%JEM&\[_<%7)A$ MA:2=VB3:21+V;1I2K$HAC31KLB)G6%%=KU)B*@IL%BO-
LMJ]>]&4-"G4:LU]W:V)Q$QBN9KG.9[<9?0, MAW>\9ARK"O\ >T(:DW-3T]*PVC9DW"6XKU8E:3JHVR)1G\HU=6L5MB.QV^AU MKZVC&I?
9S;8_T_R^;#HQ4WGI:R ?EW>=_P"_[W\]K_LR'KN@_P"O7R_M? ?[MI_\ ZNM_X_\ U*U8K%YBDDYCL?I'
MH;Z]]"EM>L5U)CTHC=$_CLVXW9G>S6^Z=^=_80J;J8 "M/E7? MH]@!8 @7EU?,3V3 3 !7_'/^67U@&GNTC-[5^L MC-Ð@PY&6GE.%F&7(<-
$EA!%VFQ3B*M>LJNK1K%E8KRSG?V-35MKQJ4BD1--O M/,[XX8;P5MM\H;3F&9+S5\M-[1,\M9OG,LF,,(B.S$]NS=/%TN0[O=Y"&[+=U1
MI"XUHM=PCO1DN)/9RVU(-MS&I1K,C;Q$YHK4] JU:QOCC+=Z+5O/H7QLK6=G MASQ\6_S,K*CYGF/-
%M5=7+F3,B&XUMWD/*;VT9SJ\W7R.W-8L_J31QDY@N3ZINWDFI-GE(03:/M"P[0E MT5IHC]TNH+(TXG?_)?/#2MU=XS%>7_\EMN9_1:(_?
MX1AIWA2[-9(#]%L/26G%+N4(VW';;UU(R,VT))PZE2 MA)H)]UF?QPRPGKITZ1.S.=L>._+0F=G@C;P6L9FOL6X&_=)C5V9AWF^1VX3*
M5L2$IM\23(;;+ X9*(TMX4H<0>O%K(@FD3&S9LC]Q7J=2MLVF+>G>,;IV1:8 MC?MV1V^-DHS[?2:;0V]:I\F:Q:94:4PEPHL<[M,3%-
A["XHU&DE8VU$9*50Z MI$>ZCP]OFAE'77QLFML\DQ/9Z=N7'A_R\? SY>9[XK(N9[BE3:;[8Y$VW',B M-G@/U1Q"%24LJ->%26U&O#51$:>
8Q2.>([)76ZB_P />W\U.;,QX.W&WQXV MJ/6+);Z5OM^97W?=WM6/U=G'.^(M.(CS;T'IQ2;.5N8OLE-]]ISH MF4Y)W!33?J,227^^/J-
1)>;922F\3F+&5$%51U#&W.-F-J)OFG+%YYN:W)Z7 M9%%M\\8KNVYSNWRV[N8;@_O-M+#RIT.WN+N5OBVXV7419#;+"%E+4=,"S4Y7
MHCHA!%WPQY8]W.[L;%M:T]57/-$>E$1MQ.R)YI_=/#QOH@U79 !!'E7OH?5 M 3 !A>G$#*9\DCK"1,!Q=@DR7=[V:X3CZUPV;7:%M1E+,VD+6I
MS$I*#.A&JFDRUC8M$>[B?#+E:-[3UFI7.R*TV>T^69,N68(CJ,X(I$3Z.S;C'%P.DU-2MO>^G MRUG44F]IMFDUB;8L3.^,1NB&&YW.9FER;Y-
R],OU&'44C&8B-DX\G8O\ E'56G4G3M:TSJ4B^W/HVG]58 MSV1LQ#'4_=[5NVWN->UYTJ7:KL]'BW*2^HDM.'#6IZ$$1:= RQ$ZE M-
D;8_-7S:FGTG5>G:9I:V)F=OZ.]WDPZ3=0Y<2OV:H#ZV;X"82&\OW:8=P MF,ONMFXJ23IFHB:=29$DDK,JD>H4Z^.6)V>.
(PZ'RN;>]U*^E6*\OHWMS6B< M;\YG9/9MG;$[GU(:;T*M[N4_/3V0%@ YV[O/(S7EQE#BTLN)G&ZVE1D ME6%M%,1:CH9Z*B4.6.C;6MI\S-
!%0DD6$M"2Z@#%R&]+5<4-.F_%;.U1G MUPY3ZI)R":?[TV9]622T&E15(ZF52+15)#O5^49ZZOJB$K !C2K=;YSL1^ M;%;D/P'?
6(+CB<2F7L)IQH/J*H=*B8F886TZVF)F,XVQX&/>,OV+,+3#%^ML M:YLQG2?CHE-DX3;I?
O)KJ^7J'U1E6\UW3A7K=/IZT1&I6+8G.V,J4Y5RPEHF M$6>(EA,9^ EM+1$DHDI6-YDBZB'%'520]Y;BQ^%TL8Y8QB8W=Ð[X\4K',N9?
M>)U+MKC+2]#3:WB4V1DJ BN&.?\ U95T)#GMQ\+*>GTISFL;8Y=W\O#Q,>5D MW*$Z=#NRYE^3ZWZQ:XSOK[[4N=C;
(]M)8ILW5*D82PF(Y[<5L]/ MISG-8VS$SX9C=/DPI1E*C=W7?V[+#3?"2D*N!-$3^W(C+:$KJ*,C.IEKZH MGWEL8SL81TFC%_>;?G&W+$O\
DNVWC)LS)%O--EM$M!,TBLI6EMI3I.N$ MA"CH1K.O;=0SJ)KJ3%^:=LJM?HZ:FA.A7T*SLV1'EPZ%AAF*PS%C(V<:.VAE MELM26VTDE)?
L(A7,Y;U:Q6,1NA,0EZ6L@'Y=WG?^_P"]_/:_[,AZ[H/^O7R_M? ?M_ M*NM_P"]_/:_[,AZ[H/^O7R_M? ?[M_P"]_/:_[,A[H]?[H/7*>9 !ZE*UK0VA3CK
MBB0VV@C4M:U'0DI]M)F9ZB.1,1S$1&9G9&1OF>$>%^@-WW3OSO[" 3 5I[J[]'L + M $"\NKYB>R8*"8 *_XY_PLOK + !
F6$I<0EILFW34IY! M(225]<[HUE2BC5^\9ZQ.48@0RRTK&TTAM9)2V2D)))X$=RFI%W*>H6H@R1$0 MICVVV0WER(<&-
&D.5)QYAEMIQ1&=3Q*0DC.IZ=(3,RQKIUK.8B(E/U2)VW^[M,]L2TJ^S1I2Z=7"/1I)9Z5]]U0S*>6."+D"WO-FT]#CN-*4A:FULMJ2:VJ$V MHR--
*HH6$_W:: S*)I6=\0BY,+6\IM,T"*XMG$,*EL-*-LUJQ*PF:=%5=L=. MKI#FDG3K.V8A8B'";?5+;BLHEN+)UR0EI"75.$G 2S615-6$\-:UIH#,IBE8
MG.-JMBV6N*A;46!%CMN.$^XAEAMM*GDG4G#)*2JHCTDK603:98QIUC=$0R&T M-
M8C:0EO&HW%XDGM7=*50M)GU3/6(9Q$0U2LJY74XTZ5EA(<9-1H-IA#1' MM"PK):4$1+)1'I2LC(9\]N*CX?
2SGECN9T>W6V&TY'APH\:.]4WV666VVW*E MA/&E*2)52T:>H,9F96UI6L8B(A6W9;(RR]&9M<-J-)(DR6$1F4MNI3J)Q))H MHBZE1/-
/%C&E2(F(K&)\ ]9K+)0TW)M<)YMA!-,(=C,K2VV6DDD(23)*?D+0 M'-/$G2I.^L,/ RS;;4IM:D)4MDC2RLTD:FR45#)!ZTD9%0Z#%9B$@2 ""/* MO?
0^J F #"].(&3'.L=I7"A)\95$HCHW"<2<8\31]JLB[4RT:!;75M6,1.QI:O0Z&IJ1J6I$VC&)[=FYD
M*RIEI=ED9;5;&3L,IQ,\FW]OLG'7'=LI2NVKI7VQE6@QY[9SG:LGIM*:3IS6
M.6=\>7/[63<;):+O*ASKG#;DS+>E]N"^JJ5LHEM[)Y*329:%H[4Q$7F(Q':S MU-#3O:+6B)FN<3PSLGO:.%NQW?6Z--AP92HEDE6)P_W MDD==?
RBRVO>=\[FGI_+.ETXF*TB(M&)\,-ZU9K2Q=%WQF&VW=W(R(+DM-26] M*VK$ALRK0R2>K145\TXPW8TJ1?GB/2QC/@9PQ6JWNY3\]/9 6
#776Q M6]];$[G&)]4FS-/!AIH 8C65K"S)D2T1"]8 MEH6W)6:W%;1#E2,E$:C(RTG3@Z@G(S&K3;F'8CS4="'8+)Q8JTU(T,*PU07R
M=HG7P"!D+\HSUU?5-6]+60#EYF06ML0XG4_(N@ZC4G4U=*+7MOG;XE'Y6[O?<+ M7AN^,,,CM?
UI:_VS\L_H5\Y^5N[WW"UX,OC!\=K^M)]L_+/Z%?.?:E;N]]PM> M&[XP?':_K2?:/RS^A7SGY6[O?<+7AN^,'QVOZTGVS\L_H5\Y^5N[WW"UX,OC
M!\=K^M)]L_+/Z%?.?:E;N]]PM>&[XP?':_K2?:/RS^A7SGY6[O?<+7AN^,'QV MOZTGVS\L_H5\Y^5N[WW"UX,OC!\=K^M)]L_+/Z%?.?:E;N]]PM>&
[XP?':_K2 M?:/RS^A7SGY6[O?<+7AN^,'QVOZTGVS\L_H5\Z#>Z_=\HE5L31T6HB[=W41Z M/W@^.U_6D^V^EG]"OG3_"MW>^X6O#=\8/CM?
UI/MGY9_0KYS\K=WON%KPW? M&#X[7]:3:9^6?T*^<_*W=^Q[[A:\WQ@^.U_6 MD^V^EG]"OG/RMW>^X6O#=\8/CM?
UI/MGY9_0KYV,;:\AY.LDUNY6]SLQY[1&3 M3]5K4C$5#-.(S(CIU1A?]M6\8M:9AL]-\CZ'IM2-32TJUM&Z>#H1JNT (-]T M[\[^P@$P %:?*N_1["P !
O+J^8GLF F M "O^.?\LOK + $$>5>^A]4!, M &%Z<0,I@],MD6HDE02)@ (/=RGYZ>R G0 !6OR MC/75]4]4!8 #TM9 *F/)%UU=DP%@ "#6I?SU=
MD!, !!LNV=!"8" " ""!>75\Q\Q\Q\ ""R^L F M @CRKWT/J@)@ #TB 8/\ Y@0@$/$R]EM7EM7[NK]@D> ?'B@'ÿ!EH*WQ\"!%IS#M> M>?
//@'GP#SX"*]1>6UEK_+ 6@0*G\A\? |A^ >? //@'GP$SX!Y\ |^ >? //@ M(]I'ENKKUZNH)$O/B |^ >? //@'GP#SX!Y\ |^ >? //@'GP#SX!T@2(M]
MS_&ZO? //@'GP$SX!Y\ |^ >? //@'GP$4?O>6[H]7ORB1+SX M@//@'GP#SX!Y\ |^ >? //@'GP#SX"*=:O+:^IUN]J$O/B |^ >? //@'GP# MSX!Y\ |^
>? //@(EW:O+=35KU=42)>?$!Y\ |^ >? //@'GP#SX!Y\ |^ > M? 1_?/RVHNO_/H)$O/B |^ >? //@'GP#SX!Y\ |^ >? 1_B?QNY^EK[D2 M\^(#SX!Y\
|^ >? //@'GP#SX!Y\ |^ >? //@'GP#SX!Y\ |^ >? //@'GP M$2[M?ENIJUZN])$O/B |^ >? //@'GP#SX!Y\ |^ >?$BGP^[_| CZ0@?__9 end '" GRAPHIC
12 tm2414821d6_ex5-1img001.jpg GRAPHIC begin 644 tm2414821d6_ex5-1img001.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!# H'!PD'!@H)"
D+"PH,#QD0#PX. M#QX6%Q(9)" F)2,@(R(H+3DP*"HV*R(C,D0R-CL]0$!)C!&2T4^2CD_0#W_ MVP!# 0L+"P\
#QT0$!T]*2,I/3T]/3T]/3T]/3T]/3T]/3T]/3T]/3T] M/3T]/3T]/3T]/3T]/3T]/3W_P_1" !I + # 2(A$! Q$!_\0 M'P 04! 0$! 0$ $"
P0%!@<("0H+_\0 M1 @$# P($ P4 M! 0 }(# 01!1(A,4$&$$U%A!R)Q%#*!D:$((T*QP152T? D,V)R@@D*
M%A<8&1HE)B7J*2HZ-TN<R:I8&%&U@[6(B2&*=XA"^*Y]P%O?=~)Ta]XR7~>0fHl5WBcr5BB5KTlE$zx^?q6gqc6?kDeG7bUgiA82B4Zq6Sf/4Z3'|4kw=&+3A
3U=?$?T:gaU}ByT^6A>UIyaq+TW*^'9TLu^@A3Sy^>X6H!D4^{oRVHFZ(#^C2z7

=1<5&;>"ZG@N MP0QC!V$'@YJ&75 EU)!';32M'C=L&>M.*4-7\A-\VB&Z?_R$]0_WU_E6C6"[
M6CW;/,U[:22GG/RJ3].L75A%:VSSO&3HW0^A[&L];H"Y%U]BO-Q39G:"_=:NVFH07NX1,0Z_>1AAA^%. M+B[I]0::U(-.O2(I(+Q@LUN=KD]QV-:
.1D=*JW&FP7-PLT@.X+M(!X8>AJO M_8D:Y6.YN8XS_ K\4USQTM<3Y61Z>%&N7WD?ZK W8Z;O\YK7J&UM8K.(1P)M M7J?
4GWJ:G"/*A2=V(^)O\ D:-6_P"OR7_T,U[=IW_(S7'U M?^=>(^)O^1HU;-K\E_\ 0S75E?VCFS#[)[IX(_Y$O2?^O=:W:PO!'_(EZ3_U
M[K6[6=3XV:P^%&9JO_'WIW_7?^E:=9FJ_P#'WIW_%W_*5IUC'XF:/9&;:? M\AR^_P!U/Y5I5C"U%UK=X#++'M5/]6V,\=ZL_P!D+_SJW??J8-
V=EU94D MNXFM_P#'BG_79/YTS57DGN(+")BOG9:1AU"BJ^IV MK=%Q9H6]O%:PK%"@5!V%2,H=2K %3U!I:*WMT, MC(A7^R]56W0G[-
<@E%/\+#TJ2R_Y#FH?1/Y4W43YNKV$2_>5BYQV%0I9K=ZW M?!Y)4V[/J6VW/%<^SLN_Z&VZN^WZEW63$-+F$V,%?E!]>V*K7(D7PN1+G>(E
MSGZBH;K3UTZ>.\)>XA0_.LAW%/<5=UAE?19V4@J5!!'?D4W=\S?82TLEW+EO M_P ->\7^X/Y5F3[?^$DMO)QOV-
YN/3MFI(M++P(3>W>"HX$G%6K2P@L@WDJ=S M?>=CEC^-5:4K:$W2N6:***U("BBB@#G-._Y&:X^K_P Z\1\3?\C1JW_7+-_Z
M&:]NT[_D9KCZO_O$?$W_M^U^2_\ H9K?*_M&&?9/=/!'_(EZ3_U[K6[M6%X:"/U=*(EZ3_U[K6[)=JUK=K.I\;-8?"C.U->'>ZL"JLP6?)
('08K1K.U>:3RH[6W; M$]P=H.>@[FI-*NFN;,"3_71'RY ?45@FE-HU:?*F,M4<:U>N5(5E3!(X/%:% M9VNR/%IC-&
[(V]>5.#UK0'2G'1N/]:BEJKE#64:2S0(I8^:AP!GO4U_8I?0; M&)5U.Y"534>LR/%I,[QL58-8*G!'(J,:5NC5DO+M6(SGS"?TJ9?$U:Y2V3N
M,34+FS'EWUM(^.!+$-P;*<=7>4;;.SGD<]"Z[5'U-.TRYG::>TNCOD@(^?^ M\#TJO8VIO?M+RW%R"L[J LI
J;RTLQV75%K3[!X'>XN7$ES)]XCHH]!3;.- MUUF_=D8*P3!(X/%/72D5@WVBZ.#G!E-55A-YK%Y')/.J1[=H20@#(IVM;3J+ M>^IK.BR(R.
588(/>L*.*>ULKNP*22)MW0, 3QGI5FZLY[*%KBTNIF,8W&.5 MMP85>ANTDL5NF^5"FXY[4W[SL]&"]W5:DD (@C!X(4?RJ2LB(W>K_O?,:VM/
MX0GWW]\]JF.BQ#E;BY5_[PE...:DVM$)Q2W9HT54L[>YMW=9KCSX\?(6&&'UJ M:XG6VMY)I#A4&35IZ79-M;
(EHK&TFXN$NC%=DYN%\Z/)Z>HK9I0ES*XY1Y78 MYS3O^1FN/J_\Z\1\3?\ (T:M_P!?DO\ Z&:]NT[_)&:X^K_,Z\1\3?\C1J
MW_7Y+_Z&:Z5=C:WLXZ?G4D M6A621*K1EF Y.\C) .H[K0[9K9_L\928#*'<3S^=<_+-+;7C;E##T(/-;8Z5<7>3:[+]29*T4O4H:Y_R!KCZ#^8J
M/^UI%A79I]TQ [K@5)KG_(&N/H/Y8BKL7^J3_'12:,F[/I_F":4=3,T9TEFN MJI)!]JE.7CP04 Z#FH=/O3;?:D%M/+FX<[HUR*FOMO|
;=CY6/.R=^/[N.]2 M:+_J[O\ Z^7]%>ZCV+=K7'QZFTDBI]BNEW$#YU">^D^PQP&W:48+3<''? [U)J\8M=
M%CMXR=A9(R?:KFHV8O+?"G;*AW1OZ&JFXZSI,D3#9<(<,#V<5,D]4]V--:-& MHB"-%11@*, 4DDL<*[I75%SC+'
JKIU\MW#M,Y9X^)$/4&K4D22KMD177KAA MFM4[JZ,VK/4,%06(/R']Y+_ +HZ"HXQ%;.[<%55 M(TMPQVC%)8V$>HI)>7B%FF;*#
<1A>W2LW)R7*.)*.I/J\?\ HR7$&/-MFWKC MT[BKT$RW$"2I]UQD54_L2Q_YXG_OMO\ &HM,/V2ZGT]NB'?%GNI[?A35U+7J
M+1QTZ%#3O^1FN/J_\Z\1\3?\C1JW_7Y+_P"AFO;M._Y&:X^K_P Z\1\3?\C1 MJW_7Y+_Z&:[,K^TQW+LQ,8(5>PSWK*\$?\ MB7I/_7NM;C,$4LQP
,DUE52M1S(NS(-'A>.>/>ZI,X<@=B/2C^RW_P"?^[_[I]>.[,DC((9 M5.&)QQ^M)]N# M'#*\8_C4'Z=S4&6ZN)%D&"&;..8AP$;:RXY!^E'+
+R$M=/@M&9XP6 MD;J[G+'\;@&D!'*T2&[FN%+%XIL9!Z#*^TQAI%<[#&,G=QQZ_ M2F&$VQ2,[@L$ &0/4T6B@O)EFJRV2)?-=
(S*SKAU'1O<^]6%.Y0<$9'0]1 M44MS'#-'$Y.Z0X'\ZIVZB5^A%=:;;W;AV!24=)$.UOSJ#^R9.AU"Z*^F[^M
M69;OR9%4PR'O%0XQ;*O)%/^QK8021J9 9.' M\V:0T2*<*R07C*Y#)-\P*C ##K^=26((M0""#N;K_O&K%%0HV*;N5$C+O>KT MWG /_ 138;R.&!
(Y59)44*8PI)./3UJ[11RJAW,U;>0"V5MT;-(G;_!D$XI M C0PO P9G$JOO_O@L.?K6G12Y YC.NXGMU*Q*6AD=25'\|W#D>U)*R)?3;[B M2+.W
4<'CZ&M*BAP[!S%2\A262V+)NQ)R?;!Z_D*2^*LK.\D4@!VR("?P]_MI5RBFX[BN5H7&N7BA9U125!<'.0 >#^?-:-%'+?
X#;"GEMMVYSTJU11RA0)PNT] M>E1?9Y;,0R[E?R^VKRP)Y/Y\UHT4N6^XV9T+:-+92(K,.PG^+=T_(9%:%%'(@YC__V0$! end
GRAPHIC 13 tm2414821d6_ex5-1img002.jpg GRAPHIC begin 644 tm2414821d6_ex5-1img002.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!#
@&!@<&!0@'!P<("0@*#!0-# L+ M#!D2$P\4'1H?'AT:'!P@)"XG("
(L(QP<*#7]#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ|C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0
'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O
58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$
MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#V2[\03VFH
M+9C0-3F>0MY3QO;[9 O4C=*"!SW K2FO!;Z9)?3PR1B.$S/$=I=<#)7@XSVX M./>HKFSDFU:QNE91';B0.">3N Q^5<[9>$[NVLIH9)
(I)VM)K<7/FX,I?\ MB=1&"ZFDTW2;73$<0PPJ M[22.72(*<,Y;;QV&0/PJOX9TN?1M!AL;AXVE225R8R2N&D9QU [,*MJ-G8G6
MY,^K>7JJ64EA=I'(VR.Z(3RG;;NVC#,N@/)4#CK37UZQ34+NQ5VDGM(#*/,$ M(4?W<_WL$'H1ZBHKO3KF[UBSN_(MH?
LTA(N%D2+A4C M^;3/5:Z@N&GA%%%^,@(W=%CZ&B89>RV[1V]L+UD L\ 1^@SF7-Y\$?>KS@7HHPz(<9R
CM^N*JR^(K>&&_#VMU]G69;=KP!?!?65L (?FW=2HSMQDXS1I6E M2V6]WMX8[>VAGCB1:V8E=R[LN>!\QW <#HHY/:&]\
PWVN0WCILA21)W"W, MF)9$^Z3'D)P0IW8). .,46AS.^P>]8NRZY8PZR-*:0_:?L[W+8^ZB*5!W'L? MF"I^&6:9K<>I2F+['=VK&,2Q?:%4"6,_P
2[6/J.#@C(R*IQ>'M_$]OJ4= MR6@6&X69)-NYWE:,]EY'R']>,*!QQ4NC>'XM,O;F[&Y2X\N*'[0\]11@YPN_MID]A@# '&2-0MH"5R&CP M"C%0%
(/R8QDCD>]5U\.W$>JRW*1VX:2^%U]J$[B39QE"F,'@%<9Q@@]11:%M MPO*Y9C\4VK6TMQ-7MO"L!N(GD13]HC! R@5B?
XEX;!^8<5>TW5/[0:6-[*Z MLYX@K-#W7@ "B7)9V!53VPI4'\?G'ZTD%%W'<7-U @8-;NJ.2 M."2H;C*KW>F1WNJ6UQ/%#+#%#A*>A21=WS,T9!
(QT5OSK-N= F"WL=G#9+# M<7,/0\BTHLEMG157L;N._L8;N(,(YD#J&'(!].Y_M1O"WV>.T&J0VER;>S2W5?]8H978Y *@=_"O;CD?
6J/"5Z=/2UA:UT^5+6:$W5 ML[%%Y6=< M\JD ?>ZDY QC&:KEAM<7-+L=E17+2>&[F9I&BAL!39&#R;9B4D M?
XF>5G)B=!EF)8|L.">F:%RVUW&^:YLT5Q-CX4U.W>_ M:9-/9;F&U!B1MJ.\3EG!"Q* K [>A..N:N7_ (9GO)DM%9QP^0\)M$D 1"6 MSO4F(X+=\
$8')I\D;[BYG;8ZJL:'Q%')?+;RZ?>P127$EM%%-U.0RD9!%95I;:SI^G_8H4L9EA'E MV\KRLA"#A=RA3D@8!P>
<=LU:T>QDTS3HK!MK1VZJB2AOFDX&6*X 7YL\ GC' MTHDHVT!-]2IHGB:'7/*,=A>VT<\;2023B/;*]G#8VNQ&"1]['6MNN'T[P=J- MKIMA:I):V-
Q!%/%->6KL7E#]P (VKT8JV23@IQUJZOANY\V-ULM,@5+-X'CB M=ML[-MP7PHX7:2.IR>H[W*,+Z,F+E;5'5U0EU>UCU1=,4M)>-
"T_E)C(4<47,C/N-TQ_>3?[_!U'08.,#M4$>@O!KD-]%>3& M/,SRK(5)9GVX .W./EQUX '%9I1N[LIMB1>(Y&OS93:']<$WD/< /Y#;E4@
M8^21L$DX&<9Y]#5[3=3341,IMI[6>!]DL$X734+ MRY>*:\N)#Y:!B$2-O5RY;:"5^HV/4FEU>YM/M=I%Y,RQB%QF20%%?(^8?WB.AZ4Z+Q!L
MJRL)956%E5S);R(!N)"MRH^4D'YON\'FK,%F8)KV02G-S*). !RG[M$_'[F?Q MKGM*\(76EBZ U6)_M:+'.XM,22X9B79BYRY#,-QYZ8
:4'N'O(Z.WO8+J6 M>.%F8/L<[&"[O0,1AL=\$X/'YJ66:*")I9I$CC7JSL !^)JGI.FG2;8V<4J MFRCPMM%L(:),?=+9.[V.<=
<]:OUF[7T*5[%#3=6M=31S#-"SK)(A1)0QPKE M=W'8X!_&HO#NJOK6B17\D2QL\DJ%5.0-DC) [+FK]O;QVT9CCSM+O(SJV"% ZC/&>
MYSCI4\^EWEWJ44EU>PO8PR^=' MN5DW8(+[L$FV.JMJ&F6 M=C8S?9FAC\FT0;&)^_QC/ICOZU2Y+:D^J]T+.AZK_&I"Y>4>>FWS(&MI('B)
M&>5D^;![' !P:H7GB5[/4&C[,(UO8K3[.SXG82;1Y@&>0"XXQR 3GM6AIVE MW%O?7&H7?]U'W2K$MB]Q?QSSS[H(2&B@" M
/@C0_>L9Q\1!_$O]EPVSR1+;S2-,![YXS&"BCO_K.3 MTSQU!PW0]EU*Z6&5K)_,MEN!]FEEW-$<@%%"8C(P>,X/ Q3H_">E6WB.VUBT
MLK.VDAAEOK%;*I=G*_/N'YGNYY?.NY@%.0+M 0$E449. M -Q[\DD^@ W"V@DI7U,K7/$8R2["$QP,=>??7MUK66\ M9M8ELM@VI;I-N[Y+,,?
^.U2U/1+B_NW>.^2&VN(TBN8F@WLZJ21L;<-A^8]0 MWM@\U?6SVZK)?>9]^!8=F.FUF.<_\|"_2D^6R&N&N:Y4M[V[EB@|V9H
MX6386.$&2QY.'/M@>M6]/NFO+9Y64*5GFBP/1)&0'_QW--L+)[0W3RS":6XG M:5G";0!PJKC)Z*JC/?!?/>GV-
I]BMVBW[]TTLN<6#^_(SX_#=C|*3MT&KEFBBB MW*"BBB@ HHHH JZA=-9VR2JH8M/%%@^CR*A/_CV:S-1UC4(+F^^R6L#VMA") M9WE"]C6*
[B:'>749&4.1L8J<9(8=.,UI#EZDROT)9M3N;?7[2QD*RLE MTS[$4MYBHJ&WGMU&,<=1R><.UK5)=.>T1#!$D[LKW@QGRX@%)&
<=R1@9('XX M!633KV?5X;B>^B:S@D,L4"VY5PQ0KR^[D89N HZ]:L:A#?S1*-/O(;:0'DS6 MYE4CZ!E/ZT>
[="ULROL"7TN)I(P["""*254'=B54[4SGYFP.*G.K6(^ MT?OQ_H\B1RX4G:SA2HZ1ZBNAL[V"_MEN+=F,9)&'1D8$ M'!!5@"#[$5E#P_-
]M\S[:GV=;\7R1^0=X8J0REMV""3D<#'O6CI]A]A-W^\W M_:+AI_NXV[L<>_3K1/DM[H1YNIGV>HZKJMD=0L(];:4![19F?=,GJO ^3/4 M8#
<'FDT?Q-;ZC=3V!%\M]C^6[# O$<,EF9'C7.=JOO QV&5/&.M-A\->5+9O]KS]GU**>Y>8U[IUX^JUF*@Y>|6&\|2Z.MK! 0SVWVN-
S&V#%E1NZ<:QX_!7C?YW MF?+UXQYG7OCH,U=U:QOOK^'R;6]RD8X^<'KUR/:D^3FTV!< MW+J4IO%EC;;U?2Z?]=]X5>XEN?
(OA%!B:[!KBW30P7,7V>9HCYT$D>[!(R M-RCTY'4=!5FCP79Q:V+^&+3BAD25Q/IZ22JR@ >7)D;!A1Q@X.<8K6TS3IM.
MEO0;A)+>>=IXT$15D+ + MN(89Z<#'O4M0MH4N:^IHT445D68%%%@ !1110 4444 M444 %%%% !1110 4444 %%%% !1110 4444 %%%%
!1110!GW]S=K>VMG9"$ M23!Y'DF!8(B;0<*",DEU'4=SVP8)-8CL(&DN[N&Z)F6%5M(CN#@*N;G(]J MMZAIT=^]'SIK>>//E3P-M=,]
<9!!'L01P..*I>'(%?SI[R[NKDS1S-/*4#-MY>=JD*H4-9/0 \]:T7+;4AWOH2KKUJ;NUMI(KB&&6YX031[/FPQQ@\]%/(!'3
MGD5%!XFTZ:"2X8S06Z1R2^;-'M5EC(#D=^"1VY[9IMWX9M[O6!J7VV\ADW([M1Q,@5B@(!4[9&'^4L!AF&.0.2H4(B.5YS:NG=4DO#9(@YK
V#6<5I*))8(XI82CM]Y9""V<-'MQC%%]ABVZ@"SI(O.04L?:Z5-IIT88\])I%I>R2EGZQ^)[MBKQ!^3O_FX8V[;FSLJ-S
<>N,_D*7NWT#WK"3:LNG2VUK?7L7FF95$ ML<6R,EFVJ "Q.$CR6DQLW_:W# M&,^**#)O%&V[WBS+<(;5#(X,7)4-MR%'7'^4#((<R*G
+"M1>WMUYDWF7DL M$T@R, Q;=N..AVC/]*SD\%V*V#Y@8Z(E)?YYS@%8%[!@=_S MG!B&L>D:>J,RMCDY[84:A%Q
2BOS*BQ30RQ;=+OW6H:S>:9;QPB2UN") M9'5@%%AP,E8#8?&T8/G\X&(RN;XKL>J%WXRZS-8|DL#SW-AUJ+/ZN7(ZKG9_2CQIUJ|:!!=:G`Z.MUT
M.XE2,9P.W+N275%7NR@N9@JNEDN8V-#_4Q8ML)%DR-*;FDHH"(0%ZY-AY7ESB!LKX^GVRRLG]SX%@G;[Q(KPF8N>FHXYCRRXE`1ZRY*?*OWZ=6
$@4K<7!B?/4 1_'OE!^M,71["&Q2RM;* MTMTE281VT:QKN5PXX QR5&:GGM4N)K:5RP:WE,J8Z$&E&3GVPY_2EH/4QVUB] MBE6YD6W^PO?_
&-45"9/O>7N+9Q]\=,=.]/TGQ';ZKJ5Q CE$5G2%7@=3+L. M&8.?E;GLN2!@GK@3_P!@6_|-:?VOS[@Q^;Y_V0LIA\W&-^,9SWQG&><9YIMG
MX>MK.^2X6XN9(XF=[>WD93' SYW%>-W.3U) R<8]VX6)ZYKT445D68%YXG2 MRU,V+VP,B3*CYN/+@8*!,5F7EX\D[3[9]J7[[!:#[+_H\]?|
MHG_'O|O^J^4K|OI|I(K52AV(M+N<^WC2W6W.I&U8Z*6VQWROG?|N]V=N.FX M; <_>XQ5S1?$7]]J&M2/$F\T$&E,;E\8_NXKY><<_=8Y]
IQS6@-)T]=.73Q9 MP_8U8 (=OR@AMPX_WN:'TFPDDT$C6D1<7 NLX_P"6H7:'^N.*&X6T0)2[F5;: MQJ7DVDVW>W$Y"YN"]JJJ-)U.SL$QTYX)
[TMSXBGAU(6$-C'<3L'50DSA? M,6/?L+&/;[<$D<$@=M:/3[6*02)%AA(T]Y8D*S9W$ GC.3T]343:+ISWZWK6 MJ&X5S(KY/#$ $@=,D 9]
<#THYH7V"TNYFMXH\R))K2T\Z&22**)][?,[(9&! M:"JQ 5<=,Y)Q@8S4D6N7T]_;6::8]RRPR3.99V0(%D"=TR_L7318
MFR%G$+8R&!C#EMVX>AWAN'1! M:7D((5=O(!;/49R>*TDT#2HXYHTLHPDR[*49QMR6P/HR2>,<\U M8;3K1X9(7A#I(RNX8D[F4*
23R3\]_E3YH=@M+N4/[;F$L3O:(+66\:T5UF) MDW!F3)3;C&Y3_$>.?4"M%XBOL*UNQIL"I=7 MX@UTX6<*F1G!)P""" M.3G-
).'8+2,R;Q<8+>]WV<8N[.:2)X%9PX2,2AESD#!//O5N]0O?[M2G^S2NW_ !,[54>'>V%N;"+R@7) !!;?]_)ZG=W
MSUQS4HT33EA,2VJJNY7^4D$,HPI!!R" .M-2@MD*TNK,Y0$=P+C7*O* MKA)7=

$"'(*QDG_6*.5&"&&>!F:'6+^>81H05EMH[B999RK+N9P5-VG)&P] M<9R.E6AH>FK!#$EHB+#(TL90E65VSN8,#G)R.S1;=C$(E=5 MSM
SMX[X+$_C4MPZ(:4NK.>TSQH-22X=+>VV0PPN6BN'DVR2-M\I@(AQZ $ M\BM.SU],KPS+K+6Q01+,6BW=XV93R0,9V]P,9YJOI?
A=;");>2Y,EJL87R$, MH7>&#!QND,:01D,<=3UXQH6V@Z5:0M%!8PI&RNC+C(97(+ YZYP*J3IWT$N? MJ12ZG>P7%K:/96_VJY+;%6Y,8%4
DEMF<|\#'OD55G\0W4=LLD5A"\BPW4DJ MMLR7]]+:3V@@D2VANE*R[PR2%P M>!@@H?7ZUKU!%96T$YGBA593$D)8==BDE5^@W-
^=3U,FF]"E?J9&K$SZA9:> M]W+;07*R%C$_EO(R[<(&'(R"Q^4@_+UZTR=D\-Z?F!KBX$DGR1W-Q+*V=I)" ML0[GA2<'@JL.C
]01ZCFJQT+3&C=&M0WF/YCLS ML79MI7ELY/RDCD]"15*2LDQ-/H9L/BEKA;!(])?M&H0P3VL338W(XRY)V\; M"3C.% M$6.VM_(M8E7
A!.7(YY+87_OGW-6X+&UMO+\F%4\I65,?PAB"P_$@'*;E#H MA)2ZLR&\3Q_:-/2. .EUY08AFW1&0$@-A=OIU8'GIZMT_P 3275UIT5Q8K"N
MH"8P,DV\CR^NX;1C(YXS5^30-*E>-WLHR8]FT<@?(,*<="0"1D]CCI4Z:78Q MO;.ELBM:[O((_P"6>[[V/K1>%M@M+N9VHWMU::TY@BDN-
EB7%NKD!F\P#/0\ MXST!-4CKC'6(;EI52$:=<,T1D<)YBRQJ P*@ANOG374ML1),R!-BEMW*;N0.A4Z+]*6$'ES1Z6]T\C3E# M&3YBC80I+$&-
N>.WKQOVVAZ99W"VB"S19]YD,G)8L0022>23N;\SZTV;0-*N M(1%)9H4"-%@$KE&.64X/*D\X/%-2H["M*VY1T36+F8VEG GRAPHIC 14
tm2414821d_ex5-2img01.jpg GRAPHIC begin 644 tm2414821d6_ex5-2img01.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!#
@&!@<&!0@'!P<)"0@*#!0-# L+ M#!D2$P\4'1H?'AT:'!P@)"XG("(L(QP<*#4#2(A$! Q$!_\0 M'P 04! 0$! 0$ $" P0%!@<("0H+_\0 M1 @$# P($
P4% M! 0 %] 0(# 01!1(A,4$&$U%A!R)Q%#*!D:$((T*QP152T? D,V)R@@D*
M%A<8&1HE)B7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBI]K*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?
HZ>KQ\O/T]?;W^/GZ_\0 'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O
58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$
MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM,;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#W^BBB@ HH
MHH **** "BBB@ HHHH **** "BBB@ HHHH XK4_%^H66I3VT4-L4C=E!96SP M2/[U5/\ A.=4@">T_[X;_XJD15?QUM90RFX;
((R.IKN_L=M_S[P_\ ? KY MC#PQF*E.4:SBE)H^AKSPN'4%*DFVDSA?^$YU3_GWM/\ OAO_ (JMS4/$%W:: M!9W\<<)EF^\&4[1]..S_'Q'!'#:K&D:-
N)(4 '&*AUK_D3=,_"LG6Q5%UZ< MJKDXQ33^:-%2P]549QH*4K-?)D/_"&(;:70KOYG!F5.%/$RC!66GY&9?^(M&TNX\B_U2TMIL9V2RJIQ
M]#57_A-/#/\ T'M._P# A?\ &M"[T?2[Z7SKS3;.XDQC?- KG'U(KS.33=*\ M<>,#INGZ7:6VCZ7)NN9X850SO_=! Z5Z9YYZ8^KZ='+;1/>VZO=LZ9>
[X;74+6>783LCE5CC MZ T 6+*_M-1@\^RN8KB+)7?$P89'49%4M1\3:)I,OE7^JVEO)_U+48?]=%+,(_9B^T'\,Y_"NC\$^"=-
TS1H[J\@CO=0NU$L\UP@P748X+0R!L?E3Y=1LH+V&SFNH8[F8$QQ,X#.!Z# MO7G7C/1H/"&L:?XLT=5M1]H2"[MXQM216[X''^147Q
T67Q%XZT2SM[DVUQ] MCDEAE'\+J0=U<<9QZ&N)\!ZV/#GPCU+5=F]H+B38OJQ*JOX9(H]+U"7](T ME@NH:E:VS'HLLH4G\#2Z;KFE:QO_ +-
U"VNMF-XAD#%<^N.E\@CNIO]5"\@#/]!WKC_B=_J/#W_87A M_DU<]\2-+FUGXBZ%96\Y@G>W=HI!_"ZY(_4"@#UPG R:KV=]:A$TMG<13QJ
MY1FC8, PZCCO6!X1\4?)\IEQ%%6V]QC.?3%<5[XZD:/ M#8"5T$(^1CS^=6M%%AB@T>U2+
[NP'/J35^NS!Y;1A1]]7ZOMZGGGX^M&M7J>"_#NM7K7FHZ9#NSL"0.G0U2_X5KX/_Z -_"44R1W%M,[94_,KBNVM?
#&AZ7(J8:7:V\X0KYD<8! MP:EE\Z5-/9326:-)8C%%LVX_N_IS_.M(@$$'H: /)?#FDS:W\&M3L+==EL_MQC7U*R;L?CC%%=7X-
\8Z7JFB6\,UU;7UN@BGMYF",K 8/![5TFF:58Z-;?9= M/MU@@W%]BDGDG)/-9>J^"/#>MW)N;2H99SUD!*%QKM(S0!R?CK5[Q1?:-=X
M5T=UNY7NDFNI(CN6)%ZY([UIZJNWXL>'E]+&4?SKIM'\/:3H$]+:74'!@\:1F*+P6!R)?*!@O;([!%@:H[8M6_O7M1J:&!+#Y;C=>(TH+[!.V
3]#M#:Z;;+;P%%RY122,GJ>: .5]\#>++]-FT&TTJ]T^N4M-4LHA;SV]P M=C90;_BN??C!IB6UTLL8TN3'M=G,_^HZ7!->LG*L*?J01T:?P;X?
T"Z^TZ9IL<$^TKY@9F.#U")- &[7G<&H6>G_&76)+VZ MAMT;38U@2N%%!:"\>&0UW2RTg: ? ...
M8+;4[.69^%1!E92B MKJ >0!X@\=+SDC)]^D]BIC5+RT7_A]G(</U7FH+C(V:WL</</ MM'</5'0]-N@UFDSZYP: ...

W\3=6/WC[8BTWPC9:=*DOVF\N94:/:]PZL=D881Q*,JNXD=\ M\DFA=+]O_\ @:BVV_K;_)_>1:5>ZF?&>LZ9=WB3VT%I:RP 0A"A) M*9[#L
.]+2]9U63PM?OW?R_*54)*[<(&R"S=6/WC[8@TGPM!I0 -_>7F+R2]7[1Y?$ MCA@WW$7CYF//K0NE^WZ_Y!MMW_3_ #,V3Q!>:3KWB0QI$$*
M@^;N!/.XGR^O YZ>M32O$.JSZ9J*7LES!KC&%4M)8(@EN9CMC9-I8NN(=.EU!=L*P_9'2!080ZMUSG<MWFMZ9I6]3P^)M5DBM;^UMEF-
MK;22'"01^6FWA=N$#=SU M8]:I7_A&VO='&FQZA?6D?VLWCR0>67>3S/,Y+HPQNP> .@'2IBMK^7Y_Y#2W M^?Y?YDWA>:2YTR2=M2O[^-
YF$;W]]D$R!3M*E51.X)Y4'GFLC6+;7%\2V%O% MXHO[:&_DFQ%#!;%8E2/*@%XF8\CG)/7C%=++;WIO[)XKMEMHE87",%_>Y&%_
MAR"#SD$#J,'/%;4-#^WZSI^I'4;R!K$L4AB$7EON&#NW(6Y''!%4]6F#O9V, M6/QW;6LT%C?V5^MR+A[*21_(
,L<7FXF0&7E>/KCBK47C:Q>YAB>QOHD>2 M*"69U39;S2*&2)\.3N(9>5!4$@$T:MX%TC6+V\NKEKD277E%Q&X 4H1RO'!8 M!5,U '2IY?"-
A+K$E^9[H1RS1W,MF&7R9)HP DA!7<"-]]& .T9!H72_]?UK M^'2XFFK\O]?U_GU,SQ5-JJ^([!"VL=)]3?2M/DAUO4[F]U
VULPU+3DACADER2\8$498 (^/O*&+;0KFYN[B& MV">3<.RK,A0Y1@R*H!7 YQVYSS4K;^N_^0Y7;T[?C;_LZ98ZG97$BW>KR:A M;&-
=AGBC657R7=1/"DD0EMBF6C?&]"'5A@X';(QP13E=[7MJX^?\ 7]?U M;I4UW6+^PT72DB:!=1U&X@M!*!OCC=QEF [@ -
C*@U#5G\$VS7>N:U)?6(IC8RMUR, M#^M4IO",5U;1BZU;4I[V&19(+]VB$T)7(&T! G1B#E3G/.>*'>[MW_ F*=E? MM^)G6_Q+TF[\N2"RU!
[9T@D^TJL915E'!4X!/<9'-/L?'$DNH/:7> MB7T1DOI[.V=&A97:)"V#^\R"0K=L=.>].OO ,.H37$TVO:QYEPD*.P: _P"J M"[5Y/,&HZ@CK?-?
1LC1@QR,I5P/D^ZP8YSDC/!% M#&[]"A"\1K>>V>>U\/ZUK23" M&VG2.)
(V\URA1]Z!\#:Q.0",YQU&,UB:1X0B\)^=>6=UJVJ$6BVJ6*TO#VB'2/#,>G(SVTA5B3&X*L2?$#3K?3 M4U"\L;ZTMR)O,:;R1Y1CD$95\2'!+L
.WJ15QO"47V'1[9-5U"-M*E\V*=?* M\R0X(.\F,@@ACG &<^M$_@[3;@ZKYDEUC49\$E8"3 @=<$-'Q\IW ,>N2/PJ= M4K?U_6K^Y=PZ_P!?
UV^]F1%\4M(N+87%M8:A<1B&:9VA,#A!"0) 6$N"0&#? M*2"#P2>*TU\:V3730?8;X!;V*S:0K'M!D0.C_?SM(([9]]@O_ L>IG==^(-9 MDD-
I+:,Y,&620 -QY6 <*O0 <9QDDE?^$#M//6;^U=3W"2"9ANBP\D*A5G6*73EE4%3M,3MC)P<8'TZUIVGAB?2((H-+
MUB^2WCE7R[>9HVCABW99%'EY(QP-QR.S#G-Z^T,7VN:?JG]H7^<+V08)!$(_+ M?=PV[OZ3>P:G'+;6UUM6+:'FX1 M\>9G;G (Z@GI4=QXU5?
$]O,)+N#0TM+R2:26*/RIC"5!=",OP2PYP#Q@'K6O MJO@ZTU;4);Q[^_MVD>"1HX6387A;)%?8Q;=(H M.&.,*3Z].:Z.\N\R'S]-
D6,B=!&SE=V"0_RX!#8SZUGIXUL=-AU#6KS6)[MG3HHH[.WD\B((S)N*AB$P1R#O?C'K73W&DS7L^EW,VHW$,UDWF,D"Q[)F*[
M3NW(3C!;H1U^E9\W@G2V-V]L]Q93W%Z+\36[*&BG"["R J1R,Y!!!R:&FMO/ M\U^G]:C5WJ_+]?U_K0S;?XGZ12W03$PA2)F**_P#K,[0RE3QG
M(X!'-=18ZG'>Z8;]H9;:+YSB;;G:I(W?*2,'&1ST]*Q]1\#Z=JK^9>W5[+,; M5[9I3(NYMQ)#GYZ##=>&SH<=U9!LW[,8^96 M'(X/'>F]G;
<:O=7V.7\.EO[';F:[AU/[&HO8X[%XF9('7<(S\P7R=;;R0LD;=<=JK^CF,[MN9<>IWVGQ6UW;W%F%=U
MN%4%E8L 0 Q*_=/#!3TXYJIXMO\ 4=.DL)H9;NWTL.QO;BS@6:6/@;,JRM\G M7<0"1QTY-0V7@G^Q^"\VCZI>I<2*D3-
;8B/+6OO@_NSD_P]3GEL_-S5-+FU M%HVAU:_T]T5ES:B/#!L=1(C#/'!QD9/K2=[*V_L 6B+Z M\EU.PEL;*!*!*EP?
E8HQ"\?,1GIC.-*\(%6A8W6HV\NFZEOL8S,S+&U M%HVAU:_T]T5ES:B/#!L=1(C#/'!QD9/K2=[*V_L 6B+Z M\EU.PEL;*036L<7E1/*[QEP?
)PG^U[=6U2'[4)5D,9AR5D<.PR8S_$O4Y/.,XQAL3OT+;^.+-(' M(TW46NUO#9?8PL?F&01^9U+
[;;/FY8>G7BL:P\>.^LM^>30:E_9%W9V%X;)&T$<\U;7P$^H6[RZCK6IQ7$T<,;+'+"+8!$@$AD+Q# BQD9&<<$YQQBG&U[
MO^MK_J&MK$^I^/*V_MBU+U?>TU2E8.XR8SW'4Y/.,XQAL3OT+;^.+-(' M(TW46NUO#9?8PL?F&01^9U+
].N4OD_M35(A>I-'+Y9A MR5E8.XR8SW'4Y/.,]I;NIZ(VI:3%8?VI>VX3;NFA$1>7'9@\I;*0>XV@'Z<5- MGR6ZCUYO+_ACCY?$OB"72DF-
P+6YL=%&J7"B!<7+98*A# E5(1B0,$%ASP15 MO3_$VHW>I6>H&X/]GWNIR::MD8UQ&%1B)-V-Q8LASSC!' (S6U>^$+;48H%N
M]0OY76)H+B3>@-W$QW%) $ QG^Z%%(Z @$U+%X6L8=;_M)9;@A9#/':EAY,Q6T2;5]3L=7M[C4PES#]$D M"7,-NJE(QM("JV1G!/+;N>
<'I6#!K/B"[-OI(U(Q7 6]F&H?9TW3QP.]E2- MN&+\D 9"_+C-=':X6,%AJEK'K>IJ=0G=:YAY(>G&0F(\8(' ('-1S>#H;BR@
M@FU;4FFA#HMRIACD\IP T6$C"A2%'101C(/-9V=O.R^^V_R?WZC7GW_Y? M<:>:A:D=:\.Z=]>WRS>6T&-:\177B"*#[=JFHP)?75O>?:K"
M..":)&8(Z2I&@9LA00"W4\#%=U96,]G__,_Q[>WNF^'%O+'4+JR=+J!':VA25F1Y%1@%9'R<,2,#.0.O0N\&7NI
MW]A=S7MQ+=6GV@BQNIXECEFBP.750H!#;A]T"CD"KFM^_[*S]3OM<\/:GIGGWUSJ4$L\R^1%#"))HQ!N&[(4!PRL<@J"#T MZ ;VL^'[?
67M9S<7-I>VC%K>[M6421W&&'S J01U!!']*HW?@^.[>TE.L:G M';F1S,IA+2NZ;"S;HR,A> %]*G6VF_P#5OZ_I#5_Z^\I?)Y8*MU>I;ZI M/;QVUI.
(T2';Y<#@XIP?#.T@LYK5?$&M&.2W@MN3Y6.%MT8&(>V3RX>YU?596G>9F+&#CS0NX#$7'W%QWXQD@D&W\6FQ/O?UZ'9@Y ([T4V M-
2D:H6+%0!N;&3[G'%%(I;:CJ***A1110!PFL^,,=2AUJ"ULX+2+&*4#R;(R; M%$U1_P#0I7D9%%<,ERBE9E9S8"6,+AG9U9J"
M&,];F>*^TWS7NEO#=^A^8'(7)QC.A*J&A M?4-G6SLVE8LVB9:.7T/ZLS.F?[IB#$5NE[/HZFZE7E.UKFW
I\=IHD+I[K#L&Z2C"T'Y\@ M84&8JJ$$!\(5I)U@\$J4:KQ0P3FJI!JLW(,$ELGE8ZY,D;W4PEN6V-K5DD*$JK!T/.DQ0(%D)8ZM!]&VV>(%6Y
(3(,R$SM##^\Z=1+"UE9RKB/:I8NFZ0J%)Y[ETRYN[" M V[_ &S3!/!*AQDB-GRC?*,'<>^0:T_#N@7&AW&JR2WL-PE[<"=$CMO*\K"+ M&!]X&@\
(O0+SGCL-=+OYV^_3\"%S65_*_ZC?$>ORZ9X<74[3;$KR1JTUY!(%M MT9@#)(GRM@=P2ON0*PKOQW>66BZ;F&+M99'G-
O+)!%"C8\HF6VL"I) M& W+#&:Z35]'N]7T>&U>]A2ZCD24R?9BT,C*C5D)XHU"9O"4JV4$5OK61<"1F,D3 M>2T@"C&,?*>2?PYR-
'5=%O+C1K?3-+O;>TAB"QN+FV:<2!@8V$+(A /&>>>G M>H+[0-2OKO0+EM3M%?3)C-*!9-B8E&0A?WGR#:[8SN[=<'-JW-Y7_#7_(!.
MO+YV_'3_((SQ=XI_P"$>>2U@@0-=W1:%K.XTVS>UANY%C8-,T_@+=L@[.XB@3:6U]7RV M=Y!%)O>'S5:*3&Y2NY>!
(87AM[:\IO2P+8W%J8LM*T&/+. M_(P#M7<,'.T8Q%8J]Z_Z #\[7Y)7[Z?U_\:GR\$&R$T/[QA)K^M^M7<%L;>&%$D-K!/#
M*LER$$;:91(0$V,N,*'.""2.E;'AC4[K6[6#D].MZ"L[FE7L]H++]R^!24"2?L[2?[..7?E7L,]U@+4,ENYSWZ.!VN4=09-K&&SN6@!?.J=O*$
UHFAQZ MT!L;LPD%WCN8$*V%L]AV\X6QSZWESH:CN^>S>VT6RSEXYKF)!])B06B^]%@BMNQ*?P]0$4!\^%[WLY\SL 0+:J^M07E4=[O'/H%H=Q*CXU
M9W)8-@Y M+8#Q(4@X+G(K\K+@XB\D4$F87HW@/)<@MMPQW-@*CXTBG*:9@NR(MJDHK[%P]49KX(6VUIOK69I7DN]0Y@ /TK4W@^*
C@1W>F6%O>V;&>&&>XU(VDS6X$AP@4*3M+X.[@#CJ>*Z5F(V0B\X)]HGK!-L&Z(U@/G7RR^+OL9FNC>F@D[RG3&9SJS!G9NI>Y[6;
$/B5]/1:7IMO)M++)/<97Y64#"H6P=N2V>!GY>NJK&O]':[UVRNT\JJHXG)D#:>D))L@9D#89)1G$;H'VR?\M\;QDU^KFVHIJ:6W3KNW:P^QWREQ
I_6C*Z/^NQF>O=SK5DBSM'YT\;SQ2'+?*6RH* MA5& K*.N3CZURESX]UR#Q&]D;RW_',+>VTZ6_U37=-U&T+[(1)LY2-_MP72Y!P M.O2I?
$'A6;7]+@LY+Z*$Y)N]EN?+N28RA)3?U'!&XL!@9!P*'=7_*]06K78 ML-XRT-=3&G?:9VNB8@$6SF8-Y@)0A@F""
>0<#!R1BMEKA%NDMRLF]T+@B)B MF 0#EL;0>1P3D\XZ&N1;P=JQO]/ODUVV2ZL!'% XL&P(0N)(R/-YWD Y/3 Q MZUUQ6?]4C+)&+
<(0R&,ERV1@AMV ,9XP! M$DUBYNKN^2>WF^T?+]GVSE9AAD>7<=Z ?=7:,8')Q4._3>S^_H6[?E_P2?PA MXHE\2FZED,4 54DCLE\!(DT:-DJSL^
VX#^%< @C.TCD$'E[8HRQ7 M<-QW-\QR> >P%)I^CZW:W=_<7.K6%P]R&V,NGNC*?X Q,QRB@GY0%SDG.227 M/^[V?ZV>S_ F-[:]U_P?
EO^9+X?UQ]1\'V>MWZQ0M);>?,(\[5XR<9YQQ7. M6/CN\U*PEG@2VCNIYH(;6QFMY4DA$K8625FP'!7)P@QE2 QZCH-&\.&P\'1^
M'K^YCO(U@:W:2.$Q!D((^Z6;G!:S8_!$[1(/FB%/\$M\ 36Q;Z[!>OXJT3[3*!!0K&@6(8*]DE@IK^SG\

MD*I#Y'+'W&&<&8\R\Q<-|qrQ:[O)[Z8]&_A5|O.[K4_I6I.|QFM<1nN?7$(D.(FcW0=SAZ8 "Q0H="u^
M:<&=YPO(3Q7ZX^5.<+QHS&W9MY??3.3-Q94X7"6<(5[^^2/V^Z8^J?Z>I%
M@_V:S[)LXW_%HO*GH7@!TRSS'2C>O[]SZVPF=!Q+3KYCAN\L,XO!N'^N:;,Z^
MH_(05\'FPTYU?I)P!D@#C<Y3.%JR@(\!5)6C,9VPXP'5T.26$A^40W,UTJ'1
M)R9U+8WU"ZM6\(<1?0'[[(G1^JLBS@%.YT5X+O!*]U?0^@?U*%.D3A.%.ND

M_9TT6QBI0J25P>6!R"8^!_MSHWBBSN+VW=5-HTVZ)7 MC"/E-JLPP,XW?*?Q%$=96>W]?Y$RT6FYZ.WB314U*33FU.U6\C**T32 '+'"
MK]21TZ\CU%:E>7ZUI6O+>RZB+/4XV64R1BV\AQYF'(X&YF4NL! 8<'<3@5Z; M"'$$8E.9 HW'U...<=8IL-
;CZ*KS6GG7<%Q]HN$\G/[M'PCY_O#O4[9VG !. M. >AJ;O6Z*:6EF4#K>G (6NE0/.]NI<%1YB;@PR1Q]UN>AQ4\^H6ELX2:=4)
MC,@STV@@$Y^K#\Z\NL/"U_;":9[6:[>W%ZOV^#%O$J0-($-9@"\8XY4 DY^]T/RU3V3)EI>W]:G96UW M#>1N\#[U21XF.",,I*L.?
0@BIJQ?"]G+8:0]O,9V9+JXP_WW'FMACP,Y&#G MOFM*]M/MD'E?:)X/F#;X'VMQVSZ42TVU*25[,L5G:GKVDZ,CMJ&H6UN4C,I1
MY!O*C/(7J>AZ"M'M7%^-=.U?4'4:9;B4):NS!Y756(92%P%(8G&-IQQGFDVU M:PGHCH?^$CT/RC+_&QI_E@A2_VE, D9
SGK@'\J73_$&CZJZ)8ZE;3R.&(C M60;*<'Y>O%&Y>[:[C$):1Y RHL9)+L <': M$+:\@N9+BYMIHTO+=60;&1(]CMPRL387VSRB/@,5/WL[:-
/+1DD># M.0 Q=2P"[@-WHH.>*]%CBUBUUB>>.R2Y26UMT,LUPJ,74R;N%7!^\.@ YXIK M5:_UH0V^:UC<@N(;J!)
[>:..)QE9(V#*WT(J2L[0K>>TT:WAN8Q',H;>@8-@ MEB>HZ]:LR6GF7T5S]HG7RU(\I7Q&V>[#N:&WI9%1UW+%87_":>&/M3VQ\0::
M)$4,OP^(]]M[B]4R+)=&W*1C>,QA8FD*ME=Q"D#^Z!C/)&K5;.*7>$*-,NY2>FX9X'3D\VM_!Y]G9)DE@B$+^<61CC=@*
M@))P"< =*6^US3=,0/>W2P*8C*"X(RH(![=1D<=>:\W\9>#YKO7+VZATB"X* M0_:(Y$M=NZ0K*,85#O/W"=QR3CL<5H>
(/"]\MNEKI\+F&UL@#*@,1ES)RH2% M54$+NZ*?O_=)Q23?*FR97UL=WINK6&L0/-I]W%<1H[1N8VSM8'!!]/ZCFKM<
MCX#MKNWM+PW+7&UYF9%G2=2-S,V!YVTD?,.=B\YZ]NINH/M-M)!YLL6\8\R) MMK+[@]C3E=*ZW"5ZDM4K[5['37"W=P(B8I)^03A$ +,<=
,CKZU:BC\J%(] M[OM4#"-!;2-7+S6,XC.U1+6XEBW-D*^YB R]%P&5>XIK=W_K2Y+;21Z#11
M5>SM/L<;I]HGGW.7S,^XC/8>WM2N[EV5@NKVVLA&;B41^:_EID$Y;!./R!/T M!JK%X@TB>&YEBU"WD2VC,LQ1\[%&00N[2B-6= M2A
X91(H()QQM<_[)&0<"TTS4)=*U2W:WU*2XN;.%%::$Q'<)I&8!E"=/;!Q MD \XZ*[U_KL+9I'H=OJ-
K=3O!#+ND1$D8;2;!L[#*\R2RR&W4O$5#EF:7>QR1L&-QYYRX^WU_2;K4);"'4'+=[N-@AAW@,25#\#O\I!XS3VUB MP6&65I\+%-Y#?
*23)G&T#&2<^F:X+1= U;3O$D3((!));N@T\K&T05B#O9V MY=E7+8RMOZT?ZG>76NZ99S-#/=H)4*AHU!9@6.%X)Y/2K=I=0WUI#=6S
M[X)D$D;X(W*1D'FN&N_#VM2>/8[DM)+92[))I/-98U\O85 CZ=5P,DGYB>@K MIO"GVA/#5C;W5I+;36*0,DG4E5)^F#Y@V^!]K<=L^E6.U)-
W*LK%&36=-BG,#WD2RAF4IGG(VY'X;U_,47&LZ=: MZ2-5ENXQ8E599AR&#$!<8ZYR*YK^S=03Q/+<);W(B::Y8/$RKPRVX')XYV-^
M58VM6NK6GA[08;:*^-[;6BCRX[2640R>60&RF%SG(.FYDS@CE25(Y]P:X?2+6\A\/.\%E?R7(O
MHH3:@2Q!8Q*#\BW#A02N20I"C..V3HZ#%J8U>V%UI=W9Q11WA+2O&RL9)D=? MN.W.,]<=\52U9*;N=;115>TM/LGG?
Z1<3>9(7_?/NVY[+Z#VJ;NY:2L1ZCJM MEI,"S7TXAC=MJDJ3DX+=@>P)_"D35]/DNTM4ND:=]VV,=3MZ_ED?F/6L;QEI M][J5OIL-
A$'F6[+!V8A8CY,F'8@'@,5X(P>AZUDV?A_4-/U:X6=EN5DMKAS* M;9I(EW>2 FTM\Y_=L<#'THOHWZ@UM_74Z^UU:QO!;>1<*QNHC-"""I=!C) /
MID?F*GDNH8KF&W=B)9]WEC:3G R>>@_&O--&T5+2;0HY-*]CJ-6\3Z1H6SL+YK-X[-0 MPDMA;RM%*TA\S%%W2;_K83;5SU&J][?
V>FVQN;Z[@M8 0#+/(4G &3QUKAO M%XVH:UKLKWVH7!9RJK)=B6*$!VX $S['Y'!2/@#"]2>@UK2'.AP00K?WL]M)
MYL4J3Q_:$H([V5W!L_:K< MW9M//B^TA/,..\;]F<;MO7&>,TZ2>&)XDDE1'E;;&K, 7."<#U. 3] :\CT6 MTUF[&GZCIT>M7WD'YKHZA&ROF>-
F0$W,F^,1;@!O89_VNF[HECXKM_$$,UY; M.F+1[UI9%;4%DCB1HW4@ RDE-VP@8..H"] ^MF1S:7L=[=W=M86LEU>7$5O;
MQC<\LSA$4>I)X%1VVIV%[*8[6^MIY @D*Q2JQVDD!L],@C/L:SM6T<3Z5=0 MD7EZ9)TG5!.%>-E8,/++<#! (!X.,'BN._LKQ5_:-G?
#3+N*YCB12UO<0QK@ MSN6\U%D"LVQ@6P"NXG;4*3MJBYZ;_TO^#]QZ94+7=LEW':/<1+A^+#,)?[)\1":+SI8I9M8B>+3[]Y MDNH+B.$>9
9!M+%1G>%R"0?0XI:V3L4K7LR0:OHU(Z<-1M#?* 3;>RBGM6%Y_\ M7]:_]>G5#-=VUM)#'/<11/._EQ*[A3(V"=J@]3@$X'I7C6J'7]*TRVLM3FUW
M3_M+1_OY-7C+LX5PX1C=+SRF%W8)&=K M(K&BK)A7 64,3A6W#).>.TT&QOY?#MI#J;7]I=0S.Q#7(=V4.Q4,X9MP*D=3
MFJ=TM/ZU_IA%W.OI)-"M[TV4^M:=%=K(L1@>Z17#MRJ[2EU[[=HEJDR,(+E]SHI\V M/R0@R1RZOMST 6J6M:)XEMS]GL+/4+R"6,M-
Y5\BQL[P2HXV/(HYD9&P!CN. ME*RNBNC!E89!!R"*6O*-1T;QDVB165A::S$8)C)&XU11(5Q M%E-PFP5/[[&$+'6%TB^L]734[9G*>5)<7:RREGD"
(OU)X%-M-2L=0,@LKVVN M3%@2"&57V9Z9P>*RM9L[N&72;NVLY=3%@[%X/,02ME"H=2Y"EA[D<,>>QY34 MM*\3MKES>Z/I=W8/-
&$4QW40A&8IN70.,D2-&2=I(.<$C),W?YCMK9'I50W- MW;640ENKB*",LJ!Y7"C<3@#)[DD 5Y5IEAXQTV\^UW\&OR01;"6>^C"(O[WS M,H;F0L
&3!)9OESC(%4-(M=:UO1A):OK.JQF42-MU9"BN&C. ?M$@==JN-I; M[S]OK33;5[J^NH+6W3[TL\@1%^I/ KE_"]EKMO
MJ=_#J46H1VAMDBAEFO1,&99)G9EJUGW-BTU*QU R"RO;:Y,6!((95?9GIG M!XJU7F.LZ3XJ?5[J\T/2[NPEF547RKR)8=ICFW;E#_>#M&
<[20]1F&1-T)8[#-R"HFX*_Q#VP M)WW!RL['J]5[[4++3+5KJ_N[>TMU^]+/((T'U).*X7X<73:D-7DDOM0N))&' MS27?G1Q [N%Q-)M?
U!6,]/D7I6OXAM+G3!I&IPVMUJ\.E-(\L 8/.X9" Z X M#./3(."<<\%-M6NM'8M*][;IV.EBN[:&.H]ZFKRB.U MUJ^^QW&E6^ISZ=/(99/[-U-
(D@S<.S18\U"&",5.!UX[#%"PG\076M2V-S9+G@*_+^OZ_X]A$UK< M13Q$E=\3AER#@C(J""/PJ:O(;_0O'*Z7;P:':ZC8SPW%Q(K/J2G>LDS-B3]X
M0QV,,,0S YY&!N[KP]INHGP[+:ZE+?VS23,T(DNA+<0Q9!56D!:)Z\Y/!ZT- MNS:_K,^OD.ZYDGMW-*
[\0Z+I]Q+;WNL:?;30QB62.:Y1&1",H;=)$BU=D9R$MGU0-+"H>!AO8RX;[LX').'4'CIZ/+;D7 M1O!);V7A[Q'8:5$MO:3"-M/=3:FY M5)K>=FC#
['20##!6<888;.2,\8S6_B?1M-NI]7;7(5\N2-7$^KIM/[DJA $V M=[2!,;1NS]3EO>W]?U_P ZV_KU_4]?AN8+@R"&:.0QMM<(P.TX!P<=#@@_0B
MI:\NN['Q?_;WW0)GV/R."D> !A>"2O3MW]K M;2W#%84FF5&E/HH)Y/THLM4T_4K,WEC?VMU:C(,\$RNG'7Y@<<5SWB;2M2N'
M\/0:>VHD6MV9)KV!X#+$OE.F3YW#$EQ_">,]#BN432/&*6VGI%8:M"EO%.D] MI?Q(TV_SCE@DH0-DQ$%0"#NY&
5W8MKWDEL>GV=_9ZC"9K&[@NHE8H7@D#J M&'49!ZCTJQ7D]EI?C?:]A.G:A;BX5'0-?1HQ(,8E4%)B-\BJP#G!7'4;LUI: M;I?BZTU'37N%U>
S1O)NU -Y48:8;9 9/G.QX(-%UIY%TK5["_:, N+6Y24]#TSM) MQ4ZV*"6Z>2669+6C :&5MT:C&,*O8'O7GNH:-XHGLYC8Z?>6LIO;ME\JZBBE/
MFC6UY.WBR-:W,,ZQR-$YB<,%<<% M3CH1HW%35Y1>6/B*TN-=NK[[790%_/LIUOU@22=2F$*QR9<2D;0"N1TX+5M:3
MHWBFS\6P27%S=RV2X:29KPO"T9B^:/RV8G?YWS!L?=XW< 54=;?UT_K\".9V MO8[2^U"RTNT:[U"\M[2V3 ::XD$:+DX&6) ZTRTU?
3=0N)K>RU"TN9H,&6.& M97://(W '(SVS6/XGTR\?PKJ]M8+>WMU=@^7&)8]R$D?=\PA0!UP3^=4"9TVE(R7)N(_M"!6.Z7>\
MI!Z9&UFX(QD56ZOZ?B3S:;=_P.VLM0LM2A::PO+>ZB5RA>"574,.HR#U'I5F MO,;NR\:7AM8X=,N]/6V B3[)>1Q1LPD!>5E67YE>/("G)5C_
,"&!?2:]IEG MIMAK$VO6)E*,SMJJ&69Q&@D$9%RI)+9PNX]MU_5RG; ME37]:'HU0VUW;7D;26MQ%.BNT;-$X8!E."I([@\$5Y@=*\TQ2@Y4R?
>!,7S;>JDC/)*V^A>+HHHEM;;5+6W%TTD8DU)6:/,H9FF/ MF'S08\H =Q##Z-33_K^OZ_6;Z?U_7]?)>J56?4+**\^QR7ENEUY1F\EI5#^6
M."VW.=OOTKE/!=AK=O;7=KJ\6K0"2WCQ+=7RSL)/F#[")'*\;/09&>N:FU[1 M-0NM3TE+'[3OL[>8Q:A)
(C";*;=X+!F#!64X!X;MV3;O_7G_7_!*5FF^O\ M7Y_UU.GL[VUU&TCNK*YAN;:092:"0.C#V(X-/GGAM;>2XN)8X88U+R22,%5% M'4DG@"O-
;OP[XPNI+&W2YO;.W&EB)A9S[5CF\M@0S"9^F@AM- M5L;B6>,RPI%<(YD0'!90#R,@C(JUI/85PR MZ)K5OH^O0:?97=O(+P"S#7$:M):
[P[QQ,KYCSF3!.TC\83:5?1R M6^L/>>;;&R>6_CE6-5FWDE&FVEU18P21R0<$Y)*3#_@GKE58=3T^XOY[&"^M MI;RW
,UNDJM)$#TW*#D9]ZHZ39W4NC:4UZ+NRNH$4S0?:C+EL8*NY+;QGWK* MEDUNU\3ZLUIH5U)'=I!%#>&: 1(5#;G8&3?@;N@7)Q^-
)MIM6[_/AQ]$U_P MQUM1275O#/#!+/$DLY(BC9P&D(&3M'? YXKSO3-)\80Q6KW(U(LEU"TD$M^' M#$ "5RXE!$9.65<,.H\L<8M^*--
\07WB6VU>RTYY(]]GA\B$B/S+A6)$K1N9 ME"#:<$..=HQCK5=5_7]?U\IOH_Z_K^OGWU0W-W;6<:R75Q% C.L.M*X4%F.%
M4$]R3@#O7D.IOXATG1IA]+:SI\5R\2K-=:K&2K[YB0&^TKCY/*&/,0$CJ3PU MU=*\5SM)-
&NJWE@\5L;:*:1"657A;+F2XXD&UR<)SG[S<4+7^OZU_K8;=CU> MBO-
=#TOQG;263ZBVH7$BWH,R/,JQ!#M#/N%RS$<$A2N.2/+7@CT$6>RYN)_. MFD\Y0/)=_D7_A';/>E*Z5U_6A2M=I_UJ)9:G8:D)#87UM="-
MKF"57VG)&# M@\'(/Y58=TBC:21E1%!+,QP !W)KS&_T7Q1#IDEEH^FWMO!"T:VS1WD:3J$1 MR%WK(N^$,5 \S+A&UX,M]?
LIKS^U++55B>W#(+R]CG)D$DGRK^];'R&, M=AQR<\DOH[$WUM_6YTNF:_HVM&0:5JUA?F+!D%K8:?X=\ M0VUEH[/;:N\R++YL!OHH%@
5O+C9H9!N0OM(^\1SD]J@LM*\9VL]J7MM?E$, MBL"VJ1L-OGHQ5P9SNPAE7G=V&3@&FM6D)NQZFTT221QO(BO)G8I8 M@9.!WX
MI]>=KI_B,20J;/71<,MREW>9:: MFMZRP^24U3Y!"-OF18\WY9FP_P_S8W "3C-).X^MOZ_K_@?+TJH9[NVM6A6 MXN(HC,XCB$CA=[GD*N>IX/
]*Q=#TW46\,VUKJEU>17*2,^X3@RA-Y*([@G< M0NT,"ZM[HRBWGBE,3F.3RW#;''53CH?.I:\JU33_!9+
MX@O[NRT;7((;B0RI]GU&",%MMN%+*)P#CRY0>#]X=0>(;S0_&>H0RVWV/5XH M?L]U;+YFIJPD1O.,9?\ ?'+#]R,XSUR2.C0=;'K=%
<7X5TV>W\07P6_O)K"V M53''-J$EPT4KJH>)\NP)39D#)QYAKM*9,7<****104444 %%%% !1110 444 M4 %%%% !1110 4444 %%%% !1110 4444
%%%% !1110 4444 %%%% !1110 M 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% ! M1110 4444 %%%% !1110 4444
%%%% !1110 4444 %%%% !1110 4444 % I%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% '_]D! end GRAPHIC 16
tm2414821d6_ex5-3img01.jpg GRAPHIC begin 644 tm2414821d6_ex5-3img01.jpg M_]C_X 02D9)1@ ! 0$ 8 !@ #_VP!#
@&!@<&!0@'!P<)"0@*#!0-# L+ M#!D2$P\4'1H?'AT:'!P@)"XG("
(L(QP<*#7]#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\C)RM+3U-76U]C9VN'BX^3EYN?HZ>KQ\O/T]?;W^/GZ_\0
'P$ P$! 0$! M 0$! 0 $" P0%!@<("0H+_\0 M1$ @$"! 0#! <%! 0 0)W $" M Q$$!2$Q!A)!40=A<1,B,H$(%$*1H;'!"2,S4O
58G+1"A8D-.$E\1<8&1HF M)R@I*C4V-S@Y.D-$149'2$E*4U155E=865IC9&5F9VAI:G-T=79W>'EZ@H.$
MA8:'B(F*DI.4E9:7F)F:HJ.DI::GJ*FJLK.TM;:WN+FZPL/$Q<;'R,G*TM/4 MU=;7V-G:XN/DY>;GZ.GJ\O/T]?;W^/GZ_]H # ,! (1 Q$ /P#W^J-SK.EV
M4GEW>16<#_W99U4D_D37!^_%6HW6L+X:T.$5N_VKB%T&$:*D &"#@ "#W &F:#X8P "#W$N ?M$ _*&K N M@-#Q%FMKKBN^GR12Y<82I:,'14GT&J:KXX9R20@&EH!LKB\6#]C9EP+M!T:O3KQ%T^=CW/
SX.Y-OW,"&\A*6 ;+?XC4P$J-6+Y9,W?N;J3%0U.1*]A/+%%3!K%4(%-5 MJ;O5P0=&J0[U.R8Q_C]ATE-JBN9^C6X8AA2SH<OK-/Z?1D,T@J?MX?0%Q5?P
M4GEW>16<#_W99U4D_D37!^_%6HW6L+X:T.$5N_VKB%T&$:*D &"#@ "#W &F:#X8P "#W$N ?M$ _*&K N M@-#Q%FMKKBN^GR12Y<82I:,'14GT&J:KXX9R20@&EH!LKB\6#]C9EP+M!T:O3KQ%T^=CW/
SX.Y-OW,"&\A*6 ;+?XC4P$J-6+Y9,W?N;J3%0U.1*]A/+%%3!K%4(%-5 MJ;O5P0=&J0[U.R8Q_C]ATE-JBN9^C6X8AA2SH<OK-/Z?1D,T@J?MX?0%Q5?P

8Z$[>,C'K[UMW?B?P:+VUMM*\.VFHM+(%;R[)4(! M_NAE!)]N![U"2<=6OU.RI.4,3>$)RC;2SCR.-O2UO5W(?'EF^H:-I7B^R4QS
M+'&TNWJH."I_!CC\1732^,8O^$!_M]2HF:+8$])ONX^F>?I70S:?:W&EOI[0 M*EJ\7E>4H"A5(Q@
=,5X2FCZDVO#PD93L%YDJ/NYQS)_WQS6L[TW==?S/)P4 M:..I*G4=O9.__;FK:^1Z!\+=%:WTR?6;@SWK(S)KRJOK^73\"8C(P>E8=UX-
\.WDIDFTBV MWD[B4!3)Z\[<5N4532>YA3JU*;O3DUZ.Q1T[1M-TE2MA906^[[QC0 GZGJ:L MW%M!=P-!3?6L5Q&#D+ M(H.#ZCTK/LO".@:?.)
[;2K=95.Y68%BI]LYQ6U10XIN[01KU8QY(R:7:[_S(MKFVBO+2:UG3?#,C1R+DC*D8(R.>AJAH_AW2M \[^S+7R/V^9^\9MVW./O$^
MIK4HHLKW$JLXP<$W9[KHS/U+0M+UC:=0L8;AE&%9U^8#TR..9IGAW1]&;=I^
MGPP/C&\#+8_WCDUIT4P_;U>3V?,^7M=V^XHZQJ<.CZ1=:A.1L@C+8SC< M>P_$X'XUPOPRTV6\N;_Q+>Y::X=DC)'7)R[#\
<#\#7:ZYH=KX@L19WK3"$.' M*QOMR1TS5G3M/M]*T^"QM$V00KM4=_J?<]:AQ;FF]D=E+$PI82=.'QS>O^%= +/FRU1116AYQ__]D! end