

**CORNERSTONE INVESTMENT AGREEMENT 基石投资协议**

**15 MAY 2025**  
**2025 年 5 月 15 日**

**XIAMEN JIHONG CO., LTD**  
**廈門吉宏科技股份有限公司**

**AND 及**

**SHEN ZHENYU**  
**沈臻宇**

**AND 及**

**CHINA INTERNATIONAL CAPITAL CORPORATION**  
**HONG KONG SECURITIES LIMITED**  
**中国国际金融香港证券有限公司**

**AND 及**

**CMB INTERNATIONAL CAPITAL LIMITED**  
**招银国际融资有限公司**

**(in alphabetical order)**  
**[按英文字母顺序排列]**

## TABLE OF CONTENTS 目录

### PAGE 页码

1.	DEFINITIONS AND INTERPRETATIONS 释义及诠释 .....	2
2.	INVESTMENT 投资 .....	13
3.	CLOSING CONDITIONS 交割条件 .....	15
4.	CLOSING 交割 .....	18
5.	RESTRICTIONS ON THE INVESTOR 投资者限制 .....	21
6.	ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证 .....	25
7.	TERMINATION 终止 .....	48
8.	ANNOUNCEMENTS AND CONFIDENTIALITY 公告及保密 .....	49
9.	NOTICES 通知 .....	51
10.	GENERAL 一般事项 .....	53
11.	GOVERNING LAW AND JURISDICTION 规管法律及司法权区 .....	58
12.	IMMUNITY 豁免权 .....	59
13.	SERVICE OF PROCESS 法律程序文书送达 .....	59
14.	COUNTERPARTS 副本 .....	60
	SCHEDULE 1 附表 1 .....	65
	INVESTOR SHARES 投资者股份 .....	65
	SCHEDULE 2 附表 2 .....	67
	PARTICULARS OF INVESTOR 投资者详情 .....	67

**THIS AGREEMENT (this “Agreement”) is made on 15 May 2025**

本协议（本“协议”）于 2025 年 5 月 15 日订立：

**BETWEEN: 订约方为：**

- (1) **Xiamen Jihong Co., Ltd**, a joint stock company incorporated in the People’s Republic of China with limited liability, whose registered office is at No. 9 Putou Road, Dongfu Industry Park II, Haicang District, Xiamen, Fujian Province, PRC (the “**Company**”);

厦门吉宏科技股份有限公司，一家在中国注册成立的有限公司，其注册办事处位于中国福建省厦门市海沧区东孚工业区二期浦头路 9 号（“公司”）；

- (2) Shen Zhenyu (Hong Kong Identity Card numbered M397705(1)) and having her residential address at FT B 32/F TOWER 7, 28 SHAM MONG ROAD, CULLINAN WEST, SHAM SHUI PO KOWLOON (the “**Investor**”);

沈臻宇（香港居民身份证号码 M397705(1)），其居住地址为 FT B 32/F TOWER 7, 28 SHAM MONG ROAD, CULLINAN WEST, SHAM SHUI PO KOWLOON（“投资者”）；

- (3) **China International Capital Corporation Hong Kong Securities Limited** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”).

中国国际金融香港证券有限公司，地址为香港中环港景街 1 号国际金融中心一期 29 楼（“中金”）；及

- (4) **CMB International Capital Limited** of 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central, Hong Kong (“**CMBI**”; CICC and CMBI (in alphabetical order), the “**Joint Sponsors**”, the “**Overall Coordinators**” or the “**Joint Global Coordinators**”).

招银国际融资有限公司，地址为香港中环花园道 3 号冠君大厦 45 楼（“招银”；招银与中金（按英文字母顺序排列）统称“联席保荐人”、“整体协调人”或“联席全球协调人”）。

**WHEREAS: 鉴于：**

- (A) The Company is incorporated in the People’s Republic of China and is registered in Hong Kong as a non Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered share capital of 384,769,288 A Shares with a nominal value of RMB1.00 each.

公司本公司于中华人民共和国注册成立，并根据《公司条例》第 16 部在香港注册为非香港公司。截至本协议签订之日，公司注册资本为 384,769,288 股 A 股（定义见下文），每股面值为人民币 1.00 元。

- (B) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

公司已申请其 H 股（定义见下文）以全球发售之方式于联交所（定义见下文）上市（“上市”）（“全球发售”），包括：

- (i) a public offering by the Company for subscription of 6,791,000 H Shares (as defined herein below and subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

公司初步公开发售 6,791,000H 股（定义见下文并可重新分配）以供香港公众认购（可予重新分配）（“香港公开发售”），及

- (ii) a conditional placing of 61,119,000 H Shares (as defined herein below, and subject to reallocation) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者配售）有条件配售公司初步发售的 61,119,000H 股（定义见下文，可予重新分配与否而定）（“国际发售”）。

- (C) CICC and CMBI (in alphabetical order) are acting as Joint Sponsors, Overall Coordinators and Capital Market Intermediaries to the Global Offering.

中金及招银为上市的联席保荐人、全球发售的整体协调人及联席全球协调人。

- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

在国际发售中，投资者有意在本协议所载条款及条件的规限下并据此认购投资者股份（定义见下文）。

**IT IS AGREED as follows:**

协议如下：

**1. DEFINITIONS AND INTERPRETATIONS 释义及诠释**

- 1.1. In this Agreement, including its schedules and recitals, each of the following words, terms and expressions shall, unless the context requires otherwise, have the following meanings unless the context otherwise requires:

除文义另有所指外，于本协议（包括其附表及引言）中，下列各词汇、术语及表述具有以下涵义：

“affiliate” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of

the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**联属人士**”指就特定个人或实体而言，除文义另有所指外，透过一个或多个中介公司直接或间接控制特定个人或实体或受特定个人或实体控制或共同控制的任何个人或实体。就本释义而言，“控制”一词（包括“控制”、“受控制”及“受共同控制”等词汇）指不论透过拥有投票权证券、以合约或其他方式直接或间接拥有可支配或促使支配该人士的管理及政策的权力；

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong;

“**会计及财务汇报局**” 指香港会计及财务汇报局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**总投资金额**”指等于发售价乘以投资者股份数目的金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**批准**” 具有第 6.2(g)条赋予该词之涵义；

“**A Share(s)**” means ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are listed on the Shenzhen Stock Exchange and traded in RMB;

“**A 股**” 指公司发行的普通股，每股面值人民币 1.00 元，在深圳证券交易所上市，以人民币交易；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**联系人/紧密联系人**”具有上市规则赋予该词之涵义，而“**联系人/紧密联系人**”应按此诠释；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules of the Listing Rules;

“**经纪佣金**”指如上市规则的费用规则第 7(1)段之规定，按总投资金额 1%计算的经纪佣金；

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**营业日**”指香港持牌银行一般向香港公众开放办理一般银行业务以及联交所开放证券交易业务的任何日子（不包括星期六、星期日及香港公众假期）；

“**Capital Market Intermediary(ies)**” means the capital market intermediary(ies) appointed by the Company for the purpose of the Global Offering and shall have the

meaning ascribed to such term in the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission;

"**资本市场中介机构**" 指公司为全球发售而委任的资本市场中介机构，并具有《证券及期货事务监察委员会持牌人或注册人操守准则》赋予该术语的含义；

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

"**中央结算系统**"指香港中央结算有限公司成立及运作的中央结算及交收系统；

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

"**完成**"指根据本协议条款及条件完成认购投资者股份；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**公司条例**" 指香港法例第 622 章公司条例，包括其不时的修订、补充或以其他方式的变更；

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**公司（清盘及杂项条文）条例**"指香港法例第 32 章公司（清盘及杂项条文）条例，包括其不时的修订、补充或以其他方式的变更；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;

"**关连人士/核心关连人士**"具有上市规则赋予该词之涵义，而"**关连人士/核心关连人士**"应按此诠释；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

"**关联关系**" 具有中国证监会《申报规则》赋予该术语的含义；

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**合约（第三者权利）条例**" 指香港法例第 623 章合约（第三者权利）条例，包括其不时的修订、补充或以其他方式的变更；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

“**控股股东**”除文义另有所指，具有上市规则赋予该词之涵义，而“**控股股东**”应按此诠释；

“**CSRC**” means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“**中国证监会**”指中国证券监督管理委员会，负责中国全国证券市场监督管理的监管机构；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“**中国证监会备案办法**”指中国证监会发布的《境内企业境外发行证券并上市管理试行办法》及配套指引、经不时修订、补充或以其他方式修改；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly;

“**处置**”包括，就任何相关股份而言，直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

不论直接或间接、有条件或无条件发售、质押、押记、销售、按揭、出借、设立、转让、出让或以其他方式处置任何法律或实益权益（包括通过设立或任何协议以设立或出售或授出或同意出售或授出任何购股权或合约以购买、认购、出借或以其他方式转让或处置或设立任何认股权证或权利以购买、认购、出借或以其他方式转让或处置的权利，或购买或同意购买任何购股权、合约、认股权证或出售的权利），或就相关股份或任何可转换为或可行使或可交换有关相关股份的其他证券的任何法律或实益权益设立任何性质的第三方权利，或代表有权收取有关相关股份或当中任何权益或订约如此行事的第三方权利；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences of such Relevant Shares or such other securities or any interest in them; or

订立任何掉期或其他安排，以向他人全部或部分转让任何所有权附带条件，包括相关股份之任何实益拥有权或当中任何权益或有关相关股份或有关其他证券之任何经济影响或事件或当中任何权益；或

- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

直接或间接订立与上文第(i)或(ii)项所述任何上述交易具有相同经济效果之任何交易；或

- (iv) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

同意或订约或公开宣布或披露有意订立上文第(i)、(ii)及(iii)项所述任何上述交易，在各情况下，不论上文第(i)、(ii)及(iii)项所述任何上述交易是否以相关股份或相关其他可转换为或可行使或可交换为相关股份的其他证券以现金或其他方式结算；而“**处置**”应按此诠释；

“**FINI**” shall have the meaning ascribed to such term to in the Listing Rules;

“**FINI**” 具有《上市规则》赋予该术语的含义；

“**Global Offering**” has the meaning given to it in Recital (B);

“**全球发售**”具有引言(B)赋予该词之涵义；

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange (including, without limitation, the Stock Exchange, the Shenzhen Stock Exchange, the SFC and the CSRC), self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

“**政府机构**”指任何政府、监管或行政委员会、局所、团体、机关或代理，或任何证券交易所（包括但不限于联交所、深交所、证监会和中国证监会）、自律组织或其他非政府监管机关，或任何法院、司法机构、法庭或仲裁庭，不论是国家、中央、联邦、省级、州级、地区、市级、地方、国内、国外还是超国家级别；

“**Group**” means the Company and its subsidiaries;



“本集团”指公司及其附属公司；

“HK\$” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“港元”指香港法定货币；

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“香港”指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (B);

“香港公开发售”具有引言(B)赋予该词之涵义；

“**H Share(s)**” means 67,910,000 overseas listed foreign share(s) (境外上市股份) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

"H 股" 指本公司股本中 67,910,000 股境外上市外资股，每股面值人民币 1.00 元，将以港元认购和交易，并已申请在联交所上市和交易；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

“获弥偿方”具有第 6.5 条赋予该词之涵义，而按文义所指，“弥偿方”指当中任何一方；

“**International Offering**” has the meaning given to it in Recital (B);

“国际发售”具有引言(B)赋予该词之涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“国际发售通函”指预期将由公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

"投资者相关信息" 具有第 6.2(i)条赋予的含义；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“投资者股份”指由投资者在国际发售中根据本协议条款及条件认购并根据附表 1 计算并由公司及整体协调人厘定的 H 股数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including without limitation the Stock Exchange, the Shenzhen Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“**法律**”指所有相关司法权区内任何政府机关（包括但不限于联交所、深交所、证监会和中国证监会）的所有法律、法令、立法、条例、规则、法规、指引、意见、通告、通函、指令、规定、命令、判决、判令或裁定；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“**征费**”指在各情况下，总投资金额中 0.0027% 证监会交易征费（或于上市日期现行的交易征费）、0.00565% 联交所交易费（或于上市日期现行的交易费）及 0.00015% 会计及财务汇报局交易征费（或于上市日期现行的交易征费）的总和；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

“**上市日期**”指 H 股在联交所主板首次上市的日期；

“**Listing Guide**” means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**新上市申请人指南**”指新上市申请人指南，包括其不时的修订、补充或以其他方式变更；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Listing Guide and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

“**上市规则**”指香港联合交易所有限公司证券上市规则，新上市申请人指南以及联交所的上市决定、指引以及其他规定，包括其不时的修订、补充或以其他方式变更；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

“**禁售期**”具有第 5.1 条赋予该词之涵义；

“**Offer Price**” means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

“**发售价**”指根据全球发售将予发售或出售的 H 股的每股最终港元价格（不包括经纪佣金及征费）；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

“**订约方**”指本协议列明的订约方；而“**订约方**”按文义所指，为当中任何一方；

“**PRC**” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

“**中国**”指中华人民共和国，惟仅就本协议而言，不包括香港、中国澳门特别行政区及台湾；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“**初步发售通函**”指预期将由公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“**专业投资者**”具有证券及期货条例附表 1 第 1 部分赋予该词的涵义；

“**proprietary investment basis**” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“**自营投资基础**”指投资者为其自身账户和投资目的而进行的投资，但不作为任何第三方的代理，无论该投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“**招股章程**”指公司就香港公开发售将在香港发布的最终招股章程；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“**公开文件**”指公司将就国际发售发出的初步发售通函、任何定价补充及国际发售通函、公司就香港公开发售将在香港发出的招股章程及申请表格以及公司就全球发售可能发出的相关其他文件及公告，各自经不时修订或补充；

“**Regulation S**” means Regulation S under the Securities Act;

“S 规例”指证券法 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);

“监管部门”具有第 6.2(i) 条赋予该词之涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组由投资者股份衍生的公司任何股份或其他证券，或当中任何权益（不论相关交易以现金或其他方式结算）；

“**RMB**” means Renminbi, the lawful currency of the PRC;

“**RMB**” 指人民币，即中华人民共和国的法定货币；

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“**证券法**”指 1933 年美国证券法，包括其不时的修订、补充或以其他方式的变更，以及根据该法律颁布的规则及法规；

“**SFC**” means The Securities and Futures Commission of Hong Kong;

“**证监会**”指香港证券及期货事务监察委员会；

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“**证券及期货条例**”指香港法例第 571 章证券及期货条例，包括其不时的修订、补充或以其他方式的变更；

“**Shares**” means the ordinary share of the Company having a nominal value of RMB1.00 each, comprising A Shares and H Shares;

“**股份**”指公司股本中每股面值 1.00 人民币的普通股，由 A 股和 H 股组成；

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**联交所**”指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

“**附属公司**”具有公司条例赋予该词之涵义；

“U.S.” and “United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“美国”指美利坚合众国，其领土、属地及美国任何洲及哥伦比亚区；

“US\$” or “US dollar” means the lawful currency of the United States; and

“美元”指美国法定货币；及

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act.

“美籍人士”具有 S 规例赋予该词之涵义。

1.2. In this Agreement, unless the context otherwise requires: 于本协议中，除文义另有所指外：

(a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

对“**条文**”、“**分条文**”或“**附表**”的提述指本协议的条文、分条文或附表；

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

索引、条文及附表标题仅出于便利目的插入，并不影响本协议的解释或诠释；

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

引言及附表构成本协议的组成部分，应具有同等效力及作用，犹如本协议正文所订明者，而任何对本协议的提述应包括引言及附表；

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

单数词汇具有复数词涵义（反之亦然），而某一种性别词汇应包括另一性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

对本协议或其他文据的提述包括其任何更改或取代；

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

对法令或法定条文的提述包括对以下内容的提述：

- (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;  
  
不时综合、修订、补充、修改、重新制定或由任何法令或法定条文取代的法令或条文；
- (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and  
  
获重新制定（不论有否修改）的任何被废除法令或法定条文；及
- (iii) to any subordinate legislation made under it;  
  
据此制定的任何附属法例；
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;  
  
"条例" 包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何条例、规则、正式指令、意见、通知、通告、命令、要求或准则（无论是否具有法律效力）；
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;  
  
除另有指明外，对时间及日期的提述分别指香港时间及日期；
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);  
  
对“人士”的提述包括对个人、商号、公司、法人团体、非公司组织或机构、政府、州或州机构、合营企业、联属公司或合伙公司（不论是否有独立法人特质）的提述；
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and  
  
对“包括”的提述应诠释为包括但不限于；及
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include

what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

就香港以外任何司法权区的任何行动、济助、司法方式或程序、法律文件、法律地位、法院、官方或任何法律概念或事件的法律词汇的提述被视为包括该司法权区最类近香港的法律词汇。

- (l) Any use of the terms "it," "its," or "itself" in this agreement shall be construed to include all genders, and such terms shall be interpreted as encompassing "he," "she," "him," "her," "himself," "herself," "they," "them," and "themselves" where context permits.

本协议中对“它”、“它的”或“它自己”等词语的使用，应被解释为包含所有性别，并且在上下文允许的情况下，该等词语应被理解为包括“他”、“她”、“他（宾格）”、“她（宾格）”、“他自己”、“她自己”、“他们”、“他们（宾格）”及“他们自己”等用法。

## 2. INVESTMENT 投资

- 2.1. Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

待下文第3条所述条件获达成（或获订约方共同豁免，惟第3.1(a), 3.1(b), 3.1(c)及3.1(d)条所载条件不可豁免及第3.1(e)条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免）及在本协议的其他条款及条件规限下：

- (a) the Investor will subscribe for, and the Company will issue, allot and place and/or the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

根据国际发售及作为国际发售的一部分，投资者将于上市日期延迟交付日期透过整体协调人及/或其联属人士以国际发售有关部分的国际包销商代表的身份按发售价认购投资者股份，公司将向投资者发行、配发及配售投资者股份，而整体协调人将分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份予投资者；及

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金及征费。

- 2.2. The Investor may elect by notice in writing served to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not subscribing for or acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) subscribing for or acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

投资者可选择不迟于上市日期前三（3）个营业日向公司、联席保荐人及整体协调人发出书面通知，透过其全资附属公司认购投资者股份，而该全资附属公司乃专业投资者且(i)非美籍人士且并非为美籍人士的账户或利益认购或购买投资者股票；(ii)位于美国境外；且(iii)根据S规例以离岸交易认购或购买投资者股份，惟：

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and

投资者须促致该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、声明、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、保证、声明、承诺、承认及确认，须视为由投资者本人作出及代表投资者附属公司作出，及

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

投资者(i)无条件及不可撤回地向公司、联席保荐人及整体协调人保证该等全资附属公司将妥为准时履行及遵守所有其于本协议下的协定、责任、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第6.5条向各获弥偿方作出全面有效之弥偿及继续按要求作出弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand



any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

投资者于第 2.2 条下的责任构成按要求向公司、整体协调人或联席保荐人支付该等全资附属公司根据本协议须支付的任何款项及按要求及时履行该等全资附属公司于本协议下的任何责任的直接、主要及无条件责任，而公司、整体协调人或联席保荐人毋须事先对该等全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中应诠释为包括该等全资附属公司。

### 2.3. [Left Blank for Purpose]

[特意留空]

### 2.4. The Company and the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

公司与整体协调人（代表他们本身、资本市场中介机构及全球发售包销商）将按彼等可能协议的方式厘定发售价。投资者股份的准确数目最终将由公司与整体协调人根据附表 1 厘定，且有关决定将为最终决定及对投资者具约束力，惟明显错误除外。

## 3. CLOSING CONDITIONS 交割条件

### 3.1. The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors) at or prior to the Closing:

根据第 2.1 条，投资者根据本协议认购投资者股份的责任、公司发行、配发及配售投资者股份的责任及整体协调人分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份的责任仅于以下各项条件完成或之前获达成或订约方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d) 条所载的条件不可豁免及第 3.1(e) 条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免）后，方可作实：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering (the “**Underwriting Agreements**”) being entered into

and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in the Underwriting Agreements, and none of the Underwriting Agreements having been terminated;

香港公开发售及国际发售包销协议已告订立及生效及成为无条件，而其中所载完成之所有先决条件最迟须于该等包销协议所订明的时间及日期达成或获豁免（根据各自之原订条款或其后豁免或获相关订约方协议修订）且上述包销协议并未终止；

- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering), according to the Underwriting Agreements and the price determination agreement to be signed among the parties thereto in connection with the Global Offering;

发售价已由公司与整体协调人（代表全球发售包销商）协议，根据包销协议和双方将就全球发售签署的价格确定协议；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准 H 股（包括投资者股份）上市及买卖并授出其他适用豁免及批准，且有关批准、许可或豁免于 H 股在联交所开始买卖前并无被撤回；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

任何政府机关概无制定或颁布法律而禁止完成全球发售中或根据本协议拟进行的交易，亦无主管司法权区的法院或政府机关发出命令或禁令阻止或禁止完成有关交易；及

- (e) the respective representations, warranties, acknowledgements, undertakings, acknowledgements, and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

截至本协议日期并将截至上市日期，投资者于本协议项下的声明、保证、承诺、承认及确认在所有方面均属准确、真实及完整，且无误导成份，而投资者并无严重违反本协议。

- 3.2. If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

倘第 3.1 条所载的任何条件于本协议日期后一百八十 (180) 日当日或之前 (或公司、投资者、整体协调人及联席保荐人可能书面协议的其他时间及/或日期) 并未达成或获订约方共同豁免 (惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免及第 3.1(e)条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免), 则投资者购买投资者股份的责任以及公司及整体协调人发行、配发、配售、分配及/或交付 (视情况而定) 或促使发行、配发、配售、分配及/或交付 (视情况而定) 投资者股份的责任将告停止, 而投资者根据本协议向任何其他订约方支付的任何款项将由有关其他订约方在切实可行的范围内并在商业上可行的情况下尽快不计利息偿还予投资者, 且本协议将告终止及不具效力, 而公司、整体协调人及/或联席保荐人或其各自的关联公司、董事、监事 (如适用)、高级职员、雇员和代表的所有责任及义务将告停止及终止, 惟根据第 3.2 条终止本协议概不会损害协议任何订约方于该终止时或之前就其条款对其他订约方已存在之权利或责任。为免生疑, 本条款任何内容不应被诠释为授予投资者任何权利就违反投资者于本条项下上述日期止期间根据本协议作出的相关声明、保证及承诺、承认及确认作出补救。

- 3.3. The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors, or any of their respective directors, officers, employees, advisors, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range

set forth in the Public Documents. Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors or their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates on the basis that the Global Offering is delayed, terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

投资者承认，无法保证全球发售将会完成或不会推迟或终止，倘全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或发售价不在公开文件中列明的指示性范围内，公司、整体协调人、联席保荐人、整体协调人及/或联席全球协调人及其各自的董事、管理人员、员工、顾问、代理人、代表、关联方、合伙人和彼等各自的联属人士不会对投资者承担任何责任。投资者谨此放弃以全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或如发售价不在公开文件中列明的指示性范围内为由向公司、整体协调人、联席保荐人、整体协调人及/或联席全球协调人及其各自的董事、管理人员、员工、顾问、代理人、代表、关联方、合伙人和彼等各自的联属人士提出任何申索或采取行动的任何权利（如有）。

#### 4. CLOSING 交割

- 4.1. Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

在第 3 条规限下及根据第 4 条，根据国际发售及作为国际发售的一部分，投资者将透过整体协调人（及/或其各自的联属人士）以国际发售有关部分的国际包销商代表的身份按发售价认购投资者股份。因此，投资者股份认购将于国际发售完成时，按照公司与整体协调人确定的时间和方式，进行。

- 4.2. The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit no later than one (1) day prior to the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

不论投资者股份的交付时间，投资者应于上市日期前不迟于足一（1）个营业日通过以港元实时可用资金，将总投资金额（该等资金不作任何扣减或抵销）悉数电汇至整体协调人于上市日期前不迟于足两（2）个营业日可能书面知会投资

者的有关港元银行账户。有关通知应包括（其中包括）付款账户详情及投资者根据本协议应付的总金额。

- 4.3. Delivery of, the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Investor may agree in writing.

投资者股份的交付亦可通过公司、整体协调人、联席全球协调人、联席保荐人及投资者书面同意的任何其他方式进行。

- 4.4. Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date

待根据第 4.2 条就投资者股份妥为付款及收款后，透过中央结算系统向投资者交付投资者股份（视情况而定）应透过中央结算系统将投资者股份直接存入中央结算系统，以寄存入有关中央结算系统投资者户口持有人股份户口或投资者最迟于上市日期前三（3）个营业日可能书面知会整体协调人的中央结算系统股票账户。

- 4.5. [Left Blank for Purpose]

[故意留空]

- 4.6. If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors may have against the Investor or its beneficial owner(s) arising out of its failure to comply with its obligations under this Agreement). The Investor or its beneficial owner(s) shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

倘并未于本协议列明的时间及以本协议列明的方式收到或结清总投资金额及相关经纪佣金及征费（不论全部或部分）款项，公司、联席保荐人及整体协调人保留权利各自全权酌情终止本协议，于该情况下，公司、联席保荐人及整体协调人的所有责任及义务将告停止及终止（但不影响公司、联席保荐人及整体协调人因投资者或其实益拥有人未能遵守其于本协议下的责任而可能对其提出的任何申索）。根据第 6.5 条，投资者或其各自的实益拥有人于任何情况下须就各

获弥偿方可能蒙受或因认购投资者股份而产生或与认购投资者股份有关之任何损失及损害（包括但不限于投资者未能悉数支付总投资金额及经纪佣金及征费）向其作出弥偿、使其免受损害及应要求按除税后基准悉数弥偿。

- 4.7. The Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors and their respective affiliates respectively shall not be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement if any of them is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus, SARS and the COVID-19, declaration of a national, international or regional state of emergency, disaster, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transportation disruption, paralysis in or breakdown of government operation, public disorder, political instability or threat, outbreak and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like in which case each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors and their respective affiliates shall be entitled to terminate this Agreement forthwith.

公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方在履行本协议项下的义务中各自将不对任何不可履行或迟延履行承担责任，且公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方各自有权终止本协议，若在各自情况下该不可履行或迟延履行行为由于公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方（视情况而定），包括但不限于，天灾、水灾、疾病、流行病或大流行的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症，H1N1 流感、H5N1、MERS、埃博拉病毒、SARS 和 COVID-19 或其各自的相关/变异形式或变种（除非在本协议日期存在且没有任何进一步的实质性恶化））、国家性或国际性或地区性紧急情况的宣布、灾害、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公众混乱、政治动荡或敌对行动的威胁、爆发和升级、战争（已宣告或未宣告）、恐怖袭击、火灾、骚乱、叛乱、国内动荡、罢工、封锁、其他行业运动、电力或其他供应停止、空难、技术障碍、事件性或机械性或电力方面的崩溃、计算机系统障碍或任何金钱转账系统障碍、禁运、劳动纠纷和现存或将来的法律的变更，以及任何现存的或将来的政府活动等，在此情况下，本公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方均有权立即终止本协议。

## 5. RESTRICTIONS ON THE INVESTOR 投资者限制

- 5.1. Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months starting from and inclusive of the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iv) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

受制于第 5.2 条，投资者同意并向公司、联席保荐人及整体协调人各自契诺及承诺，在未经公司、联席保荐人及整体协调人各自事先书面同意的情况下，投资者将不得，且需促使其根据第 5.2 条受让任何投资者股份的全资附属公司不得且将确保其各自的关联方不会，（不论直接或间接）于上市日期起及包括当日的六（6）个月期间（“禁售期”）任何时间(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体的任何权益（包括可转换为或可交换为或可行使或代表接收上述任何证券的权利的任何证券）；(ii) 容许自己在最终实益拥有人的层面上，进行控制权的改变（按证监会颁布的《公司收购、合并及股份回购守则》所界定）；(iii) 直接或间接订立任何与上述任何交易具相同经济影响的交易；及(iv) 同意或订立合约，或宣布有意与第三方订立任何上述（i）、（ii）和（iii）中所述的交易，在每种情况下不论任何上述（i）、（ii）和（iii）中所述的交易是否将通过交付相关股份或可转换为或可行使或可交换为相关股份的其他证券或以现金或其他方式结算。

Subject to the above paragraph, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that, at any time after the expiry of the Lock-up Period, in the event that the Investor or its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) enters into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary)) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the H Shares or the A Shares

and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

在上段的规限下，投资者为其本身及代表其全资附属公司(如投资者股份将由该全资附属公司持有)向本公司、整体协调人、联席全球协调人及联席保荐人同意、约定并承诺，在禁售期届满后的任何时间，如投资者或其全资附属公司（如投资者股份将由该全资附属公司持有）进行任何交易以出售任何有关股份，或同意或订约或宣布有意订立该等交易，投资者（为其本身或代表其全资附属公司（如投资者股份将由该全资附属公司持有））须采取商业上合理的步骤，以确保该等处置不会造成 H 股或 A 股市场的混乱和虚假，并须遵守所有适用法律、法规和所有具司法管辖权的证券交易所的规则、包括但不限于上市规则、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

- 5.2. Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

第 5.1 条所载内容并无阻止投资者向投资者的任何全资附属公司转让全部或部分相关股份，惟在所有情况下：

- (a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors may require;

向公司、整体协调人、联席全球协调人及联席保荐人发出不少于五(5)个营业日、有关该转让的书面通知，该通知须载有该全资附属公司的身份，以及本公司、整体协调人、联席全球协调人和联席保荐人可能要求的、令本公司、整体协调人、联席全球协调人和联席保荐人满意的证据，以证明准受让人是投资者的全资附属公司；

- (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favour of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

于有关转让前，该全资附属公司按公司、联席保荐人及整体协调人满意的条款及以彼等为受益人作出书面承诺，同意且各投资者承诺促使该全



资附属公司遵守投资者于本协议项下的责任（包括但不限于本第 5 条对投资者施加的限制），犹如该全资附属公司本身须遵守该等责任及限制；

- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations, undertakings and warranties as provided in clause 6;

该全资附属公司将被视为已作出与第 6 条所规定者相同的承认、陈述、承诺及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

投资者及投资者的该全资附属公司将被视作彼等所持全部相关股份的投资者且应共同及个别承担本协议施加的全部责任及义务；

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a five (5) business days' prior written notice described in (a) above and a written undertaking (addressed to and in favour of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, representations, undertakings and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

倘于禁售期届满前任何时间，该全资附属公司不再或将不再为投资者的全资附属公司，其应（及投资者应促使该附属公司应）实时（且在任何情况下须于不再为投资者的全资附属公司前）将其持有的相关股份悉数及有效转让予投资者或投资者的另一全资附属公司，该附属公司须按公司、联席保荐人及整体协调人满意的条款及以彼等为受益人作出或由投资者促使发出上文(a)段所述的五(5)个营业日前的书面通知及书面承诺，同意遵守并促使该全资附属公司将遵守投资者于本协议项下的责任（包括第 5 条对投资者施加的限制）及作出相同的承认、声明、承诺及保证，犹如该全资附属公司本身须遵守该等责任及限制且应共同及个别承担本协议施加的全部责任及义务；及

- (f) such wholly-owned subsidiary (A) is not and will not be a U.S. Person, and is not subscribing for or acquiring the Relevant Shares for the account or benefit

of a U.S. Person; (B) is and will be located outside the United States and (C) will be subscribing for or acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司(A)现在和将来都并非美籍人士，也不会为美籍人士的账户或利益认购或购入相关股份；(B) 现在和将来都位于美国境外；及(C) 根据 S 规例于离岸交易中认购或购入相关股份。

- 5.3. The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company’s entire issued share capital all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者同意及承诺，除非获得公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（定义见上市规则）于公司已发行股本总数中总持股量（直接及间接）在任何时候应少于公司全部已发行股本的 10%（或上市规则不时就定义“主要股东”规定的有关其他百分比），且在上市日期后的 12 个月内不会成为《上市规则》所指的本公司的核心关连人士，及此外，投资者及其密切联系人（定义见上市规则）在本公司已发行股本总额中的总持股量（直接及间接）不会导致公众人士持有的本公司证券总额（定义见上市规则及联交所的诠释）少于所规定的百分比，包括但不限于上市规则第 8.08 条所规定的百分比或联交所不时批准并适用于本公司的其他百分比。投资者同意，如发现上述任何情况，将在切实可行的情况下尽快通知本公司、总协调人、联席全球协调人及联席保荐人。

- 5.4. The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. The Investor shall not, and it shall procure that none of its controlling shareholder(s), associates and its beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an

application for H Shares in the Hong Kong Public Offering, except that a waiver or consent is obtained from the Stock Exchange.

投資者同意，投資者于公司股本中的持股量按自行投資基準厘定及于公司、整體協調人及/或联席保薦人合理要求時向公司、联席保薦人及整體協調人提供合理證明顯示投資者于公司股本中的持股量乃按自行投資基準厘定。投資者不會，且促使其控股股東、聯系人及其各自的實益擁有人不會，申請或通過累計投標程序獲取全球發售的H股（投資者股份除外）或于香港公开发售中申請H股，除非獲得聯交所的豁免或同意。

- 5.5. The Investor and its affiliates or agents have not accepted or entered into, and shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Single Largest Shareholder Group (as defined in the Prospectus) of the Company, any other member of the Group or their respective affiliates, directors, supervisors (where applicable), officers, employees staff, associates, partners, advisors, representatives or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates associates, partners, advisors, representatives or agents has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, associates, partners, advisors, representatives or agents.

投資者及聯屬人士或代理並無與公司、公司的單一最大股東集團（定義見招股章程）、公司的任何股東、本集團任何其他成員公司或其各自的聯屬人士、董事、監事（如適用）、高級職員、僱員、聯系人、合夥人、顧問、代表或代理人接納或訂立，亦不會訂立任何與上市規則不符或違反上市規則（包括《上市規則》附錄F1(股本證券配售指引)、聯交所刊發的《新上市申請人指南》的4.15章及香港監管部門刊發的任何其他適用法律或書面指引）的安排或協議（包括任何附函）。投資者進一步確認並承諾，他們或他們的關聯公司聯系人、合夥人、顧問、代表或代理人或最終實益擁有人均沒有或將要簽訂此類安排或協議。投資人將對其本身以及任何其聯屬公司聯系人、合夥人、顧問、代表或代理人違反本第5.5條的任何行為負責。

- 5.6. The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

投資者將使用內部資金資源，且不通過外部融資，來支付其認購投資者股份的款項。

## 6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES** 承認、聲明、承諾及保證

- 6.1. The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that:

投资者向公司、联席保荐人、联席全球协调人及整体协调人承诺、承认、同意及确认：

- (a) each of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

公司、联席保荐人、联席全球协调人及整体协调人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人及代表各自并无作出全球发售将会进行或完成（于任何特定期间内）或发售价将处于公开文件所载的指示性范围内的声明及就此保证或承诺或担保，倘全球发售延迟、因任何原因并未进行或未能完成或倘发售价并非介于公开文件所载的指示性范围内，其将不会对投资者承担任何责任，并且投资者特此放弃任何权利（如有），以全球发售因任何原因未能按预定日期和时间或根本未完成，或者发行价格不在公开文件中列出的指示范围内为依据，对公司、整体协调人、联席全球协调人、联席保荐人及其各自关联公司提出任何索赔或诉讼；

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors as is required for the purpose of facilitating the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (including but not limited to, conducting due diligence enquiries on the Investor);

本协议及投资者的背景资料、本协议项下订约方的关系及拟进行的安排将须于公开文件以及全球发售的其他推广及路演材料中披露且公开文件及有关其他推广及路演材料及公布中将须提及投资者，尤其是，本协议将属有关全球发售或其他方面并根据公司（清盘及杂项条文）条例及上市规则向香港监管机构备案及供展示的重要合约。在此方面，投资者将向整体协调人、联席全球协调人、联席保荐人提供所有必要的信息，以协助整体协调人、联席全球协调人、联席保荐人履行其在上市规则和《证券及期货事务监察委员会持牌人或注册人操守准则》下的义务和责任（包括但不限于对投资者进行尽职调查）；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;

根据上市规则或在 FINI 上需要提交给联交所的与投资者相关的信息将与公司、联交所、证监会及其他必要的监管机构共享，并将包含在将在 FINI 上向整体协调人披露的综合配售名单中；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

发售价根据全球发售的条款及条件全权单独决定且投资者无权对此提出任何反对；

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

投资者将透过整体协调人及/或其联属人士以其国际发售国际包销商代表的身份认购投资者股份；

- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

投资者将按公司组织章程细则或其他章程文件、合适的法律及本协议的条款及条件并在其规限下接纳投资者股份；

- (g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

投资者不是公司现有股东、关联方或关联公司，且不代表上述任何人士行事；

- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者 H 股数可能受到根据上市规则第 18 项应用指引，由联交所定期更新及修改的新上市申请人指南的第 4.14 章或联交所可能批准并不时适用于公司的其他百分比在国际发售与香港公开发售之间重新分配股份的影响；

- (i) the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange;

联席保荐人及/或整体协调人及公司可全权酌情调整投资者股份数目的分配，以符合 (i) 上市规则第 8.08(3) 条的规定（该条规定三大公众股东不能实益拥有超过 50% 在上市日由公众持有的 H 股）或 (ii) 上市规则第 8.08(1)(a) 条规定的最低公众持股量要求或联交所另行批准的最低公众持股量要求；

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

作为国际发售的一部分，于本协议订立时或前后或于其后任何时间但于国际发售完成前，公司、整体协调人及/或联席保荐人已就类似投资与一名或多名其他投资者订立或可能及/或拟订立协议；

- (k) neither the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription for, or in relation to any dealings in, the Investor Shares;

公司、联席保荐人、整体协调人、联席全球协调人或其各自的任何附属公司、代理、董事、雇员或联属公司或任何其他参与全球发售的人士概不对认购投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；

- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

投资者股份并无且将不会根据证券法或美国任何州或其他司法权区证券法登记，亦不得在美国境内或向任何美籍人士或为任何美籍人士本身或为其利益而直接或间接提呈发售、转售、质押或以其他方式转让，惟根据证券法或任何其他司法权区（惟有关司法权区的适用法例准许者除外）的登记规定获得有效登记声明或豁免或通过不受此规限的交易进行者除外；

- (m) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “**offshore transaction**” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

了解及同意转让投资者股份仅可根据证券法 S 规例于美国境外的“离岸交易”（定义见证券法 S 规例）中进行，于各情况下，根据美国任何州及任何其他司法权区的任何适用证券法，代表投资者股份的任何股票应具有实际影响；

- (n) it understands that none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

了解公司、整体协调人、联席全球协调人、联席保荐人或国际发售的任何国际包销商或其各自的子公司、关联公司、董事、监事（如适用）、高级职员、员工、工作人员、代理人、顾问、联系人、合伙人及代表均并无就证券法第 144 条、第 144A 条或任何其他豁免对其后重新提呈发售、转售、质押或转让投资者股份的可行性作出任何声明；

- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

除第 5.2 条所规定者外，倘任何投资者股份由投资者的附属公司持有，投资者应促使该附属公司继续为投资者的全资附属公司及继续遵循及遵守协议项下的条款及条件，以便该附属公司于禁售期届满前继续持有任何投资者股份；

- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, advisers, agents, partners and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

其已接获（及可能于日后接获）可能构成与投资者投资（及持有）投资者股份有关的重大、非公开消息及/或内幕消息（定义见证券及期货条例）的信息且其：(i)按严格须知基准不会向其联属公司、附属公司、顾问、代理人、合伙人及代表（“**获授权接收人**”）以外的任何人士披露有关信息，该等信息仅可用作评估其于投资者股份的投资或法律规定的其他方面，直至该等信息在投资者或其任何的获授权接收人没有过错的情况下成为公开信息；(ii)将确保其获授权接收人（根据第 6.1(p)条获披露该等信息的人士）按严格须知基准不会向其他获授权接收人以外的任何人士披露该等信息；及(iii)不会及将确保其获授权接收人（根据第 6.1(p)条获披露该等信息的人士）不会以可能导致任何违反与该交易有关的美国、香港、中国、开曼群岛或任何其他适用司法权区的证券法（包括任何内幕交易条文）的方式直接或间接购买、出售或买卖或选择性地买卖 H 股或公司或其联属公司或联系人的其他证券或衍生工具；

- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon



by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

按保密基准提供予投资者及/或其代表的本协议、草拟招股章程及草拟初步发售通函所载的信息以及投资者及/或其代表按保密基准可能获提供的任何其他材料不得复制、向任何其他人士披露、传阅或传播；且所提供的该等信息及材料可予变动、更新、修订及填妥且投资者于厘定是否投资投资者股份时不应依赖该等资料及材料。为免生疑：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

草拟招股章程或草拟初步发售通函或任何其他可能已经提供或供应给投资者及/或其代表的材料均不构成于任何司法权区邀请或要约或招揽收购、购买或认购任何证券，若在该等司法权区该等要约、招揽或出售是不被允许的，并且草拟招股章程或草拟初步发售通函或任何其他可能提供给投资者及/或其代表的材料（无论书面还是口头）均不应构成任何合同或承诺的基础；

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

概无任何股份或其他证券的要约或邀请以认购、收购或购买任何 H 股或其他证券得以根据草拟初步发售通函或草拟招股章程或可能提供给投资者及/或其代表的任何其他材料（无论书面或口头）提出或接收；和

- (iii) the draft Preliminary Offering Circular or draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

草拟初步发售通函或草拟招股章程或任何其他可能已经提供（无论是书面还是口头）或供应给投资者的材料，均可在订立本协议后进行进一步修改，投资者在确定是否投资投资者股份时不应以

此为依据，并且投资者在此同意此类修正案（如有）并放弃其与此类修正案相关的权利（如有）；

- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

本协议并不共同或个别构成于美国或要约属非法的任何其他司法权出售证券的要约；

- (s) the Investor has not subscribed for the Investor Shares as a result of, and neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S under the Securities Act), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D of the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

投资者并非因以下原因认购投资者股份，且投资者或其任何联属公司或代表其行事的任何人均未曾且将不会就股份进行（i）任何证券法 S 规则下的定向销售努力（定义见证券法 S 规例），或(ii) 任何《证券法》D 规例第 502(c)条所指的公开招揽或公开宣传，或任何涉及对投资者股份的公开发售（如《证券法》第 4(2)条所定义）的行为；

- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

已获提供其认为属必要或权宜的所有信息，以评估收购投资者股份的裨益及风险并有机会就公司、投资者股份或其认为对评估收购投资者股份的裨益及风险属必要或权宜的其他相关事宜向公司、联席保荐人及整体协调人提问及收到回复，且公司已应投资者要求或代表投资者向投资者或其代理提供有关投资投资股份的所有文件及资料；

- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors (including their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective directors, supervisors

(where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

于作出投资决定时，投资者已依赖及将仅依赖公司发布的国际发售通函提供的资料，而不应依赖公司、整体协调人及/或联席保荐人（包括彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或其代表于本协议日期或之前向投资者可能提供的任何其他数据，且公司、联席保荐人及整体协调人及其各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概无就任何该等资料或国际发售通函并无载列的数据的准确性或完整性作出任何声明或作出任何保证或承诺，且公司、联席保荐人及整体协调人及其各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士不会且将不会因彼等使用或依赖该等数据或材料或国际发售通函并无载列的任何其他数据而对投资者或其顾问、代理、代表、联系人、合伙人及附属人士承担任何责任；

- (v) none of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the other underwriters of the Global Offering and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

整体协调人、联席保荐人、其他包销商及彼等各自的董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或其附属公司的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜作出任何保证、声明或提出推荐建议；

及除最终国际发售通函所订明者外，公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或其附属公司的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜向投资者作出任何保证、声明或提出推荐建议；

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者于处置（直接或间接）其为或将为实益拥有人（直接或间接）或根据招股章程所示为实益拥有人的任何相关股份时，将遵守本协议、上市规则及任何适用法律下不时适用的所有限制（如有）；

- (x) the Investor has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, advisors or representatives, or any other party involved in the Global Offering, takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of or in relation to any dealings in the Investor Shares;

其已就公司、投资者股份及本协议规定的认购投资者股份的条款自行调查并就税务、监管、财务、会计、法律、货币及其他等与投资者股份有关的事宜及就投资者的合适性获得其认为必要或适宜或于其他方面使其信纳的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），且并无倚赖及无权倚赖公司或与全球发售有关的任何整体协调人、联席保荐人或包销商获得或进行（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查或调查或其他意见或告慰函，公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问或代表或参与全球发售的任何其他方概无就任何税务、监管、财务、会计、法律、货币或认购或购买投资者股份的其他经济或其他后果或与买卖投

投资者股份有关的其他经济或其他后果承担任何责任，且公司与投资者根据本协议条款以公平商业条款购买投资者股份；

- (y) the Investor understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Capital Market Intermediaries and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, representatives, associates, partners and advisers, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

投资者了解，股份目前并不存在公开市场及公司、联席保荐人、整体协调人、联席全球协调人、资本市场中介机构及全球发售的承销商或其各自的子公司、关联公司、董事、监事（如适用）、高级职员、员工、代理人、代表、联系人、合伙人及顾问，或参与全球发售的任何其他方概无作出任何股份一直存在公开市场的保证；

- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives to the Investor or its subsidiaries will arise;

倘全球发售因任何原因而延迟或终止或并未完成，除本协议另有明确约定外，公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、员工、顾问、代理或代表不会对投资者或其附属公司产生责任；

- (aa) subject to clause 4, the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering or any part thereof; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

根据第 4 条，公司与整体协调人将全权酌情决定变更或调整(i)根据全球发售将予发行的 H 股数目或其任何部分；及 (ii)香港公开发售及国际发售的 H 股分配；

- (bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) day prior to the Listing Date;

投资者同意，总投资金额及相关经纪佣金及征费不应迟于上市日期前一日支付；

- (cc) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Global Coordinators, and/or the Joint Sponsors on the other hand in

relation to the Global Offering, other than this Agreement and the confidentiality agreement, if any, entered into by the Investor leading up to the Investor's subscription of the Investor Shares;

投资者与公司、公司的任何股东、整体协调人、联席全球协调人和/或联席保荐人之间除本协议及保密协议（如有）外，在全球发售方面没有其他协议，这些协议是投资者为认购投资者股份而签订的；

- (dd) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and

任何对 H 股的交易均须遵守适用的法律，包括《证券及期货条例》、上市规则、《证券法》及任何其他有管辖权的证券交易所的适用法律中的交易限制；及

- (ee) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares.

除遵守本协议的限制以外的任何要约、出售、质押或其他转让，公司将不会就相关股份予以确认。

6.2. The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that:

投资者向公司、联席保荐人及整体协调人进一步声明、保证及承诺：

- (a) it is a Hong Kong resident and it has not taken any action nor have any steps been taken or legal proceedings been started or threatened against it or for its bankruptcy or for the appointment of a guardian, trustee, nominee or similar officer of it or of any or all of its assets or revenues;

其为香港居民，且未曾采取任何行动，亦未有任何措施被采取，亦未有任何法律程序已对其启动或威胁启动，亦未因其破产或因其任何或全部资产或收益的监护人、受托人、代理人或类似职务人员的委任而启动或威胁启动任何法律程序；

- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;

其具资格接收和使用本协议项下的信息（包括但不限于本协议、招股说明书草稿和初步发售通函草稿），这不会违反适用于该投资者的所有法律，或在该投资者所在的司法管辖区内需要进行任何登记或许可；

- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

其具有拥有、使用、租赁和经营其资产以及按现有方式开展业务的法律权利和权限；

- (d) it is of full age and sound mind, fully understands the contents herein and it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

其已成年且心智健全，完全理解本文件的内容并且其具有充分的权力、权限和能力，并已采取所有措施（包括从任何政府和监管部门或第三方获得所有必要的同意，批准和授权）来签立和交付本协议，签订并执行本协议项下拟进行之交易并履行本协议下的义务；

- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

本协议已由各投资者正式授权、签立及交付，并根据本协议的条款构成投资者须执行的合法、有效及具约束力的责任；

- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

其已采取且将于本协议期限内采取所有必要措施以履行本协议项下的责任及实行本协议及本协议项下拟进行之交易，并遵守所有相关法律；

- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and have not been invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors forthwith in writing if any of such Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

其拥有全部适用于投资者的任何相关法律订明权力、授权、能力许可及登记（“批准”），且已采取所需的所有行动（包括自任何政府及监管机构或第三方取得全部必要同意、批准及授权），以签立及交付本协议、订立及进行本协议拟进行之交易以及履行本协议项下或其他与认购投资者股份相关之责任，该等批准具十足效力及有效且未被撤销，批准无须受尚未达成或履行的先决条件规限，且投资者并不知悉任何致使批准可能被认定无效、撤销或搁置的事实或情况。若批准因任何原因不再具十足效力及有效，则投资者进一步同意并承诺立即通知公司、整体协调人和联席保荐人；

- (h) the execution and delivery of this Agreement by the Investor and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (ii) any agreement or other instrument binding upon the Investor or (iii) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

投资者签立及交付本协议、履行本协议、认购投资者股份以及接纳交付投资者股份将不会触犯或导致投资者触犯 (i)投资者就本协议项下之交易须遵守的任何司法权区的法例或就投资者认购或投资者股份在其他方面分别适用于投资者的法例或(ii)对投资者具法律约束力的任何协议或其他工具或(iii)对投资者具管辖权的任何政府机关颁发的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly via the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the Shenzhen Stock Exchange, the CSRC and other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or



investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors (as applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

其已遵守且将遵守在与认购投资者股份有关的所有司法权区的全部适用法律，包括透过公司、整体协调人及 / 或联席保荐人直接或间接向联交所、证监会、深交所、中国证监会及其他政府、公共、财务或监管机关或机构或证券交易所提供、或引致或促使获提供，并协议及同意于适用的机关或机构或证券交易所（“**监管部门**”）规定的时间内披露有关本协议项下拟进行交易的所有资料（包括但不限于：(i) 投资者及其最终实益拥有人和/或最终负责发出与认购投资者股份有关指令的人士的身份信息（包括但不限于其各自的姓名和注册地）；(ii) 此处拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、总投资金额及本协议下的锁定限制）；(iii) 任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于订阅者及其最终实益拥有人的身份信息及提供此类掉期安排或其他金融或投资产品的提供者）；和/或 (iv) 投资者或其实益拥有与关联方一方与公司及其任何股东之间的任何关联关系）（统称为“**投资者相关信息**”），并在任何监管机构要求的时间内提供投资者进一步授权公司、整体协调人、联席保荐人或彼等各自联属人士向有关监管部门披露有关监管部门可能要求之有关本协议项下拟进行交易的所有资料；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

投资者拥有金融及业务事宜方面的知识及经验，以使(i)其可评估投资者股份潜在投资的优点及风险；(ii)其可承担有关投资的经济风险，包括投资投资者股份蒙受全盘损失；(iii)其已就决定是否投资投资者股份取得其认为必要或适合的所有资料；及(iv)其在投资处于类似发展阶段的公司的证券的交易方面具有丰富经验；

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors in connection with the transactions contemplated thereunder;

其日常业务为购买或销售股份或债权证或其为一名专业投资者，且通过订立本协议，就其项下拟进行之交易而言，其并非整体协调人或联席保荐人的客户；

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

其作为其本身账户的主事人及出于投资目的按自行投资基准认购投资者股份，而其无意分派其根据本协议认购的投资者股份，且投资者无权提名任何人士为公司之董事或高级职员；

- (m) it is subscribing for the Investor Shares outside the United States, it is not a U.S. Person, and is not subscribing for or acquiring the Investor Shares for the account or benefit of a U.S. Person, and is located outside the United States, and is subscribing for the Investor Shares in an “**offshore transaction**” within the meaning of Regulation S under the Securities Act and in accordance with any applicable securities laws of any state in the United States and any other jurisdictions;

如在美国境外认购投资者股份，它不是美籍人士，并且不是为美籍人士的账户或利益认购或收购投资者股份，且位于美国境外，并且符合在证券法 S 规例所指的“**离岸交易**”中进行，与美国任何州及任何其他司法管辖区的任何适用证券法律而认购投资者股份；

- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

投资者于一项豁免或毋须遵守证券法项下登记规定的交易中认购投资者股份；

- (o) the Investor and its and the Investor’s beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates: (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not or shall not constitute a “**connected transaction**” (as defined in the Listing Rules) and will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or

backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (as applicable), chief executives, senior management, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing; and (vi) do not fall under any category of the persons described under paragraph 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者及其实益拥有人及 / 或联系人, 以及 (如有) 为其账户购买投资者股份的人士和/或其联系人, (i)为独立于公司的第三方; 及(ii)并非公司的关连人士或相关联系人及投资者认购投资者股份将不会构成“关联交易” (定义见上市规则) 以及不会导致投资者及其实益拥有人成为公司之关连人士, 不论投资者与可能订立 (或已订立) 本协议所述的任何其他协议的任何其他订约方之间的任何关系且紧随完成后将独立于控制公司的任何人士及并非彼等的一致行动人士 (定义见证监会颁布的《公司收购、合并及股份回购守则》); (iii) 具备履行本协议下所有义务的财务能力; (iv)并非直接或间接由(a)公司的任何核心关联人 (定义见上市规则) 或(b)公司、公司的任何董事、监事 (如适用) 首席执行官、高级管理人员、控股股东、大股东或现有股东或其任何子公司, 或其任何紧密联系人 (定义见上市规则) 提供资金、资助或支持的, 及并不惯常接受且未曾接受任何核心关连人士有关收购、出售、投票表决或以其他方式处置公司证券的指示; (v) 与公司或其任何股东没有关联关系, 除非另行以书面形式告知公司、联席保荐人和整体协调人;及(vi)不属于上市规则附录 F1 第 5 段 (配售指引) 所述人士的任何一类;

- (p) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

投资者将使用自有资金认购投资者股份, 其没有获得且无意获得贷款或其他形式的融资来为其认购投资者股份提供资金或履行其在本协议项下的付款义务;

- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “**connected client**” of any of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the Capital Market Intermediaries, the underwriters of the Global Offering, the lead broker or any distributors. The terms “**connected client**”, “**lead broker**” and “**distributor**” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者、其实益拥有人及/或联系人以及（如有）为其账户购买投资者股份的人士和/或其联系人，各自并非全球发售之任何整体协调人、联席全球协调人、联席保荐人、联席账簿管理人、联席牵头经办人、资本市场中介机构及包销商以及牵头经纪商或任何分销商的“**关连客户**”。“**关连客户**”、“**牵头经纪商**”及“**分销商**”等词汇具有上市规则附录 F1（股本证券的配售指引）赋予之涵义；

- (r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。“**全权管理投资组合**”一词具有上市规则附录 F1（股本证券的配售指引）赋予之涵义；

- (s) neither the Investor its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;

投资者、其实益拥有人或彼等各自之联系人并非公司之董事（包括于之前 12 个月内任职的董事）、监事或现有股东或前述任何人士的联系人或代名人除非从联交所获得豁免或同意；

- (t) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

除非已书面通知联席保荐人和整体协调人，投资者及其实益拥有人均不属于(a)联交所 FINI 配售名单模板中列出的任何配售类别（“基石投资者”除外）或 FINI 界面或上市规则中要求披露的任何配售类别；或(b)根据上市规则（包括上市规则第 12.08A 条）要求在公司配售结果公告中注明的任何配售群体

- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者与任何“分销商”（定义见 S 规例）并无就分配 H 股订立任何合约协议且将不会订立相关协议，惟与其联属人士订立者或取得公司事先书面同意的情况除外；

- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC, the Stock Exchange, the CSRC, the Shenzhen Stock Exchange and all applicable Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors to be in breach of such provisions;

认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及联交所不时更新或修改的《新上市申请人指南》第 4.15 章及上市规则的其他任何条款，证监会、联交所、中国证监会、深圳证券交易所发布的所有相关指引，以及政府当局的所有适用法律和法规（不时更新或修改），并且将避免以任何可能导致公司、整体协调人、联席全球协调人、联席保荐人违反这些条款的方式行事；

- (w) the aggregate holding (direct and indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange ;

投资者及其紧密联系人（定义见上市规则）于公司全部已发行股份的合计持股量（直接及间接）不得导致公众人士（定义见上市规则）所持公司证券总额低于上市规则所要求或联交所另行批准的相关百分比；

- (x) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any one of the Company, its subsidiaries or connected person of the Company, by any one of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, or by any one of the Capital Market Intermediaries or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其实益拥有人及/或联系人概无在公司、附属公司或公司之任何关连人士、任何一名整体协调人或联席保荐人或任何一名资本市场中介机构或全球发售包销商的之（直接或间接）资助下根据协议认购投资者股份；投资者及其各联系人（如有）各自独立于已参与或将参与全球发售的其他投资者及彼等任何联系人且与彼等概无关联；

- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or shall be entered into or made between the Investor or its affiliates or agents on the one hand and the Company or its Single Largest Shareholder Group (as defined in the Prospectus), any member of the Group or their respective

affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;

投资者或其关联公司、或代理人与公司或其单一最大股东团体（定义见招股说明书）、集团的任何成员或其各自的关联公司、董事、高级职员、监事（如适用）、员工或代理人之间未订立或将订立任何与上市规则（包括联交所不时更新和修订的《新上市申请人指南》第 4.15 章）不一致的协议或安排，包括任何附带协议；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

除本协议所订明者外，投资者与任何政府机关或任何第三方概无就任何投资者股份订立任何安排、协议或承诺；

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

除非已书面通知公司、联席保荐人和整体协调人，投资者、其实益拥有人及/或联系人未曾且将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；

- (bb) none of the Investor or any of its associates has applied for or placed an order or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, except that a waiver or consent is obtained from the Stock Exchange.

除了根据本协议，概无投资者或其任何紧密联系人通过股票邀标定价过程已申请或下单认购或被配售或将申请认购或将被配售任何全球发售下的 H 股，除非已从联交所获得豁免或同意。

- 6.3. The Investor represents and warrants to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership)

and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including without limitation the Stock Exchange, the SFC, the Shenzhen Stock Exchange and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it is true, accurate and complete in all respects and is not misleading.

投资者向公司、联席保荐人及整体协调人声明及保证，附表 2 所载有关其以及所有提供给监管机构和/或公司、联席保荐人和整体协调人及其各自关联公司，和/或应其要求提供的与投资者相关的信息的描述在所有方面均为真实、完整及准确且并无误导成分。在不影响第 6.1(b) 条条文的情况下，投资者不可撤回地同意于公司、联席保荐人及整体协调人全权认为属必要时在公开文件、营销及路演材料以及公司、整体协调人及/或联席保荐人可能就全球发售刊发之有关其他公告中提述及加载其名称及本协议的全部或部分描述（包括附表 2 所载描述）。投资者承诺尽快提供与其、其拥有权（包括最终实益拥有权）及/或公司、整体协调人及/或联席保荐人可能合理要求之事宜相关的其他方面有关的其他资料及/或证明文件，以确保其/彼等遵守适用法律及/或公司或证券登记及/或主管监管部门（包括但不限于联交所、证监会深交所及中国证监会）的要求。投资者谨此同意，于审阅投资者不时获提供有关全球发售的公开文件草拟本及其他营销材料中加载有关其描述并作出投资者可能合理要求的有关修订（如有）后，投资者将被视为保证，有关其描述在所有方面均为真实、完整及准确且并无误导成分。

- 6.4. The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Capital Market Intermediaries, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors as soon as possible in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者知悉第 6.1 及 6.2 条中的声明及承认乃根据香港法例及美国证券法之规定作出。投资者承认，公司、整体协调人、联席保荐人、资本市场中介机构、包销商及彼等各自之附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明、同意及承认之真实性、完整性及准确性，且倘本协议所载任何保证、承诺、声明、同意及承认在任何方面不再准确及完

整或存在误导成分，其同意尽早向公司、联席保荐人及整体协调人发出书面通知。

- 6.5. The Investor agrees and undertakes that the Investor will, on demand fully and effectively, indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Capital Market Intermediaries, and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”, each an “**Indemnified Party**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

投资者同意及承诺，投资者将针对因投资者或其联属人士、代理、代表、联系人及合伙人就认购投资者股份的行为、或者与投资者股份或本协议事宜相关的任何对本协议的违反或被指控违反，或本协议项下的任何行为或不作为，或被指控的行为或不作为导致的任何及一切损失、讼费、开支、申索、诉讼、责任、法律程序或损害（“**损害**”）（包括任何获弥偿方以任何方式对上述申索、诉讼或法律程序提出申辩而可能遭受或导致的任何及一切成本、收费、损失或开支）向公司、整体协调人、联席保荐人资本市场中介机构、及全球发售的包销商，各自代表其并代表其各自的联属人士，以及在证券法所指范围内控制其的任何人士及彼等各自的高级职员、董事、监事（如适用）、雇员、员工、联属人士、代理及代表（统称“**获弥偿方**”）按要求作出全额且有效的税后基准的弥偿且使其免受损害。投资者进一步同意，任何获弥偿方均不对作为本协议标的的任何事项对投资者承担任何责任。为免生疑问，即使本协议终止，投资者在此提供的赔偿仍应有效。

- 6.6. [Left Blank for Purpose]

- 6.7. Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date. The Investor also acknowledges that the Company, the Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, and the underwriters of the Global Offering, will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Sponsors and the Overall Coordinators as soon as possible in writing if any of the representations, warranties, undertakings, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.



投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的相关保证、承诺、声明、协议、确认及承认应诠释为独立的保证、承诺、声明、协议、确认及承认并视为于上市日期投资者亦知悉，公司、保荐人、整体协调人、联席全球协调人、资本市场中介人和全球发售的分销商将依赖其中所载的投资者确认和承认的真实性和准确性，如果其中的任何声明、保证、保证、确认或承认不再准确和完整或具有误导性，投资者同意尽早书面通知公司、保荐人和总协调人。

6.8. The Company represents, warrants and undertakes that:

公司声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the laws of the PRC;  
其已根据中国法例正式注册成立及有效存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;  
其拥有全部权力、授权及能力并已采取规定的所有行动以订立本协议及履行本协议项下的责任；

(c) subject to payment in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

根据第 4.2 条付款后及在第 5.1 条订明的禁售期规限下，投资者股份于根据第 4.4 条交付予投资者时将为缴足股份，并可自由转让，且不附带所有期权、留置权、押记、按揭、质押、申索，股权、产权负担及其他第三方权利，及并与当时已发行及将于联交所上市的 H 股享有平等地位；

(d) none of the Company and its Single Largest Shareholder Group (as defined in the Prospectus), any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and

公司及其单一最大股东团体（定义见招股章程）、本集团之任何成员公司及彼等各自之联属人士、董事、监事（如适用）、高级职员、雇员或代理概无与任何投资者或其之联属人士、董事、监事（如适用）、高级职员、雇员或代理订立不符合上市规则（包括联交所随时间更新和修改刊发的《新上市申请人指南》的第 4.15 章）之任何安排或协议（包括附函）；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

除本协议规定者外，公司及本集团之任何成员公司以及彼等各自之联属人士、董事、监事（如适用）、高级职员、雇员或代理概无与政府机关或任何第三方就任何投资者股份订立任何安排、协议或承诺。

- 6.9. The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

公司承认、确认及同意投资者将依赖国际发售通函所载资料且投资者将就国际发售通函拥有与于国际发售中购买 H 股的其他投资者相同的权利。

## 7. **TERMINATION** 终止

- 7.1. This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2, 4.6 or 4.7;

根据第 3.2、4.6 或 4.7 条终止；

- (b) solely by the Company, or by each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor's wholly-owned subsidiary (in the case of transfer of Investor Shares pursuant to clause 5.2 above) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

仅由公司，或由整体协调人、联席全球协调人和联席保荐人中的每一方，在投资者或投资者的全资子公司（在根据上述第 2.2 条转让投资者股份的情况下）在国际发售截止日期之前严重违反本协议（包括投资者在本协议下的陈述、保证、承诺和确认的重大违反）的情况下（尽管本协议有任何相反规定）；或

- (c) with the written consent of all the Parties.

经所有订约方书面同意后终止。

- 7.2. Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation

under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

在不影响第 7.3 条的前提下，倘本协议根据第 7.1 条终止，订约方毋须继续履行彼等各自于本协议下的责任（惟下文所载第 8.1 条下的保密责任除外），而本协议订约方的权利及责任（除下文所载第 11 条下的权利外）应终止，订约方不得针对任何其他订约方提起任何申索，惟不影响任何订约方于终止时或之前就本协议条款对其他订约方享有之权利或承担之责任。

- 7.3. For the avoidance of doubt, indemnities given by the Investor herein prescribed in clause 6.5 shall survive notwithstanding the termination of this Agreement.

为免生疑问，投资者在此按照第 6.5 条给予的弥偿保证将尽管本协议的终止继续有效。

## 8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及保密

- 8.1. Save as otherwise provided in this Agreement and the confidentiality agreement, if any, entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另有规定者以及投资者签署的保密协议，如有，外，未经其他订约方书面同意，任何订约方不得披露有关本协议或本协议拟进行之交易或涉及公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息或就此刊发任何公告。尽管有上述规定，本协议可：

- (a) to the Stock Exchange, the SFC, the Shenzhen Stock Exchange, the CSRC and/or other Regulators to which the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors in connection with the Global Offering;

向联交所、证监会、深交所、中国证监会及/或监管公司、整体协调人及/或联席保荐人的其他监管机构披露，且投资者的背景以及公司与投资者的关系可能载于公开文件、公司将予发布的其他材料及营销、路演材料以及公司、整体协调人及/或联席保荐人就全球发售将予发布的其他公告；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and

按应知方知基准披露予订约方的法律及财务顾问、核数师及其他顾问及母公司、联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理，惟该订约方应(i)促使订约方的法律、财务及其他顾问及母公司、联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理各自知悉及遵守本协议所载的所有保密责任；及(ii)对订约方的法律、财务及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理违反任何该保密责任负责；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation the Stock Exchange, the SFC, the Shenzhen Stock Exchange and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

由任何订约方按任何适用法律、对订约方拥有司法管辖权的任何政府当局（包括但不限于联交所、深交所、中国证监会及证监会）或证券交易所规则（包括根据公司（清盘及杂项条文）条例及上市规则将本协议作为重大合约向香港公司注册处提交以供登记，并使其可供展示）或任何政府当局的任何具约束力的判决、法令或规定可能规定的其他方式披露。

- 8.2. No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

投资者不得对本协议或其任何附属事项作出其他提述或披露，惟投资者提前就该披露的原则、形式及内容咨询公司、联席保荐人及整体协调人以寻求其事先书面同意则除外。

- 8.3. The Company shall use its reasonable endeavours to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the

relationship between the Company and the Investor and the general background information on the Investor prior to publication. Each of T/he Investor shall cooperate with the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors and their respective counsels.

公司应尽其合理的努力，于刊发前为投资者提供任何公开文件中与本协议有关的任何声明、公司与投资者的关系及投资者的一般背景资料以供审核。投资者应配合公司、联席保荐人及整体协调人，以确保该公开文件中的所有提述属真实、完整、准确及不含误导成分，且公开文件并无遗漏重大数据，并应及时向公司、联席保荐人及整体协调人以及其各自的顾问提供任何意见及核证文件。

- 8.4. The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation the Stock Exchange, the SFC, the Shenzhen Stock Exchange and the CSRC.

投资者承诺及时提供编制按第 8.1 条所述须作出的任何披露合理要求的所有协助（包括提供与其、其背景信息、与公司的关系及其拥有权（包括最终实益拥有权）及/或公司、整体协调人或联席保荐人可能合理要求的与其所述事项有关的其他数据有关的进一步资料及/或证明文件），以(i)于公开文件中更新本协议日期后投资者的描述及核实该等提述；及(ii)使公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记及/或主管监管机构（包括但不限于联交所、深交所、中国证监会及证监会）的要求。

## 9. NOTICES 通知

- 9.1. All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

本协议发出的所有通告应以英文或中文书写，并按第 9.2 条所要求的方式发送至以下地址：

If to the Company, to:

Address: Office 5, 15/F, Bank of East Asia Harbour View Centre,  
No. 56 Gloucester Road, Hong Kong  
Facsimile: 05926316330  
Attention: Mr. Lu Tashan  
Email address: tashan@jihong.cn

如寄予公司，则：

地址 : Office 5, 15/F, Bank of East Asia Harbour View  
Centre, No. 56 Gloucester Road, Hong Kong  
传真 : 05926316330  
收件人 : 陆它山先生  
电邮 : tashan@jihong.cn

If to the Investor, to:

Address: Flat C, 45F, Tower 7, Cullinan West, 28 Sham Mong Rd,  
Kowloon, Hong Kong  
Facsimile: 8621-50477718  
Attention: Shen Zhenyu  
Email address: [elaineshen\\_6@163.com](mailto:elaineshen_6@163.com)

如寄予投资者，则：

地址 : Flat C, 45F, Tower 7, Cullinan West, 28 Sham Mong  
Rd, Kowloon, Hong Kong  
传真 : 8621-50477718  
收件人 : Shen Zhenyu  
电邮 : [elaineshen\\_6@163.com](mailto:elaineshen_6@163.com)

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View  
Street, Central, Hong Kong  
Facsimile: +852 2872 2101  
Attention: Project 1520 Deal Team  
Email address: [IB\\_1520@cicc.com.cn](mailto:IB_1520@cicc.com.cn)

如寄予中金，则：

地址 : 香港中环港景街 1 号国际金融中心一期 29 楼  
传真 : +852 2872 2101  
收件人 : Project 1520 Deal Team  
电邮 : IB\_1520@cicc.com.cn

If to CMBI, to:

Address: 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central,  
Hong Kong  
Facsimile: +852 3900 0865  
Attention: CMBI  
Email address: [project1520@cmbi.com.hk](mailto:project1520@cmbi.com.hk); ECMs@cmbi.com.hk

如寄予招银，则：

地址 : 香港中环花园道 3 号冠君大厦 45 楼  
传真 : +852 3900 0865  
收件人 : CMBI  
电邮 : [project1520@cmbi.com.hk](mailto:project1520@cmbi.com.hk); ECMs@cmbi.com.hk

- 9.2. Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, when duly sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message of any notice of delivery failure), and if sent by facsimile, on receipt of confirmation of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议发出的任何通告，均须由专人送递或以电邮或邮资已付的邮件发送。任何通告如以专人送递，当发送时即视为已送达；如以电邮发送，当在发送时间之后立即被视为已送达（如发送方所用设备记录，无论邮件是否被确认，除非发送方收到自动发送的投递失败通知，否则均视为邮件已送达）；及如以邮资已付的邮件发送，（在没有提前接获的凭证下）于发送后 48 小时（或如以航空邮件发送，则为六天）被视为已送达。于非营业日的日子接获的任何通告应视为于下一个营业日接获。

## 10. GENERAL 一般事项

- 10.1. Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

各订约方确认及声明本协议已获其正式授权、签立及送递，并构成其合法、有效及有约束力的责任，并可根据其条款强制执行。除公司实施全球发售而可能要求的同意、批准及授权外，该订约方根据本协议履行其责任则毋须公司、股东或其他同意、批准或授权。各订约方进一步确认其可履行本协议所述的责任。

- 10.2. Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.

除明显错误外，公司和整体协调人真诚作出的计算和确定对于投资者股份数量、发行价格及投资者根据本协议第 4.2 条需要支付的金额以及本协议的其他目的均具有决定性和约束力。

- 10.3. The obligations of each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors as stipulated in this Agreement are several (and not joint or joint and several). None of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors will be liable for any failure on the part of any of the other the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, to the extent permitted by applicable Laws.

每个整体协调人、联席全球协调人和联席保荐人在本协议中规定的义务是各自独立的（而非共同或连带的）。任何整体协调人、联席全球协调人和联席保荐人均不对其他整体协调人、联席全球协调人和联席保荐人未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行义务的情况均不影响任何整体协调人、联席全球协调人和联席保荐人执行本协议条款的权利。尽管有上述规定，每个整体协调人、联席全球协调人和联席保荐人均有权单独或与其他整体协调人、联席全球协调人和联席保荐人共同执行其在本协议项下的任何或所有权利，前提是适用法律允许。

- 10.4. The Investor, the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement and the transactions contemplated under this Agreement.

投资者、公司、联席保荐人及整体协调人应就任何就本协议或与此有关之事项及本协议项下拟进行的交易而要求或可能要求的第三方的任何通知、同意及/或批准进行合作。

- 10.5. No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.



除非本协议由所有订约方以书面形式签署或代为签署，否则不得更改或修订本协议。为避免疑义，对本协议的任何修改或变更不需要事先通知或获得任何非本协议一方的人员的同意。

- 10.6. This Agreement will be executed in the English language only. The Chinese translation of this Agreement shall only be used for reference. In the event of any discrepancies, inconsistencies or ambiguities, the English version shall prevail.

本协议将仅以英文签订。本协议的中文翻译仅供参考。在出现任何差异、不一致或歧义的情况下，应以英文版本为准。

- 10.7. Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

除相关订约方以书面方式另行协议外，各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟本协议拟进行之任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方等额承担。

- 10.8. Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement among the Parties.

时间为本协议的要素，但本协议所述任何时间、日期或期间可由订约方透过书面协议延长。

- 10.9. All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

不论是否根据第 4 条完成，只要本协议的所有条文可被执行或遵守，该等条文将继续具十足效力及有效，惟已执行的事项除外，除非彼等经订约方书面同意而终止。

- 10.10. Other than the confidentiality agreement, if any, entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

除了投资者签订的保密协议（如有），本协议构成与投资者于公司的投资有关的完整协议及各方共识。本协议取代与目标事项有关的所有先前承诺、保证、担保、声明、沟通、谅解及协议（不论书面或口头）。

- 10.11. To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to

enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

在本第 10.11 条另有规定的情况下，并非本协议订约方的人士根据合约（第三者权利）条例无权执行本协议的任何条款，惟非按合约（第三者权利）条例而存在的第三者权利，以及第三者非按合约（第三者权利）条例而可获的补救，概不受合约（第三者权利）条例影响：

- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

获弥偿方可执行及倚赖第 6.5 条，犹如获弥偿方为本协议的一方。

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

在未经第 10.11(a)分条所述人士的同意下，本协议可被终止或撤销且任何条款可被修订、更改或放弃。

- 10.12. Each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinators or Joint Sponsors shall, severally and not jointly and not jointly and severally remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

整体协调人及联席保荐人各自均有权及获授权按其认为合适的方式及条款将所有或任何相关权利、责任、权力及酌情权转授予任何一名或多名联属人士（不论任何该等转授有否正式手续且毋须向公司或投资者发出事先通知），惟尽管有相关转授，该整体协调人或联席保荐人应各自独立，非共同对其根据本分条文获转授相关权利、责任、权力及/酌情权的任何联属人士的所有行为及疏忽负责。

- 10.13. No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

订约方延迟行使或未行使或强制执行（全部或部分）本协议或法律规定的任何权利，不应被视为解除或放弃权利或以任何方式限制该订约方进一步行使或强制执行该项权利或任何其他权利的能力。单独或部分行使任何相关权利或补救措施并不妨碍权利的任何其他行使或进一步行使或行使任何其他权利或补救措施。本协议所规定的权利、权力及补救措施可累积且不排除任何权利、权力及补救措施（不论是否由法律或以其他方式所规定）。不得豁免或暗示豁免任何违反本协议任何条文的行为，除非该豁免是以书面形式提出且由提出豁免的订约方签署。

- 10.14. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

倘于任何时间本协议的任何条文根据任何司法权区的法律在任何方面成为非法、无效或不可执行，则不得影响或损害：

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

本协议的任何其他条文在该司法权区的合法性、有效性或可执行性；或

- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

本协议任何其他条文根据任何其他司法权区的法律的合法性、有效性或可执行性。

- 10.15. This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

本协议对订约方及其各自的继任人、遗嘱执行人、管理人、继承人及允许的受让人具有约束力，且仅为彼等的利益而发生效力，而其他人士不得根据本协议或凭借本协议获取或拥有任何权利。除内部重组或重组之目的外，任何订约方不得指派或转让本协议项下所有或任何部分利益或权益或权利。本协议下的责任不可转让。

- 10.16. Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

在不影响就其他订约方遭受的所有损失及损害而向投资者提出申索的所有权利下，倘投资者于上市日期或之前所作的任何保证遭任何违反，尽管可能有任何

与本协议相反之条文，公司、联席保荐人及整体协调人有权撤销本协议，且本协议订约方的所有责任应立即终止。

- 10.17. Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

各订约方向其他订约方承诺，其将执行及履行且促使其执行及履行实施本协议条款及其项下拟进行交易可能所需的有关其他文件及行为。

## 11. GOVERNING LAW AND JURISDICTION 规管法律及司法权区

- 11.1. This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

本协议及订约方间的关系将受香港法例规管并按此诠释。

- 11.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three (3) arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

因本协议而产生或与本协议有关之任何纠纷、争议或申索或其违约、终止或无效（“争议”）均应根据于提交仲裁申请当日生效的香港国际仲裁中心管辖的仲裁规则通过仲裁解决。仲裁地点应为香港，且仲裁程序的依据香港法律。仲裁员为三(3)名及仲裁程序的语言应为中文。仲裁法庭的裁定及裁决应为最终结果并对订约方具约束力，及可于任何具管辖权的法院登记及执行，且在可有效放弃的情况下，订约方不可撤销及无条件放弃任何形式的上诉、审查或诉诸任何司法机关的任何及所有权利。即使有上述条文，在指定仲裁法庭前，订约方有权向具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在并不损及国家法院管辖下可能获得的临时补救措施的情况下，仲裁法庭可全权向订约方授出临时补救措施或作出命令，要求法院修改或撤销该法院颁布的任何临时或初步救济，并就任何一方未能遵守仲裁法庭的命令判定损害赔偿。

## 12. IMMUNITY 豁免权

- 12.1. To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

倘投资者因主权或管治地位或其他方面而为其本身或其资产、财产或收益于任何司法权区的任何诉讼（包括仲裁程序）已申索或可申索豁免任何行动、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、抵销或反诉，任何法院的司法管辖权、递交法律程序文件、随附或促进执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）、或授予任何救济或执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）的其他行动，或倘于任何有关诉讼程序中，任何该等豁免（不论是否申索）可归因于其本身或其资产、财产或收益，各投资人谨此不可撤回及无条件放弃并同意不会就任何有关诉讼程序申请或申索任何有关豁免。

## 13. SERVICE OF PROCESS 法律程序文书送达

- 13.1. The Investor irrevocably agree to receive service of process in the proceedings in Hong Kong at its own address of Flat C, 45F, Tower 7, Cullinan West, 28 Sham Mong Rd, Kowloon, Hong Kong. Such service shall be deemed completed on delivery to the address above (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地同意在香港的诉讼程序中在法律程序中使用其自有送达地址 Flat C, 45F, Tower 7, Cullinan West, 28 Sham Mong Rd, Kowloon, Hong Kong 接收法律程序文件。此类送达应在送达致上述地址时被视为已完成（无论其是否被转发给投资人并被接收）。

- 13.2. If for any reason the Investor ceases to be able to have an address in Hong Kong, the Investor irrevocably agrees to appoint a process agent acceptable to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors a copy of the process agent's acceptance of that appointment, within thirty (30) days thereof.

如果由于任何原因，投资者不再具有香港地址，投资者将不可撤销地同意为公司、联席保荐人及整体协调人指定一名代收人作为替代，并向公司、联席保荐人及整体协调人在 30 日内提交代收人接受该任命的文件副本。

14. **COUNTERPARTS 副本**

- 14.1. This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

本协议可以任何数目副本及由有关订约方按独立副本形式签署。各副本为原始版本，惟所有副本共同构成一份相同文据。通过电邮附件（PDF）或传真递交本协议已签署副本签署页应为有效的递交形式。

**For and on behalf of:**

**代表:**

**Xiamen Jihong Co., Ltd**

**廈門吉宏科技股份有限公司**

**Signed by:**

**由以下人士簽署:**



---

**Name: Zhuang Hao**

**姓名: 庄浩**

**Title: Director**

**职衔: 董事**

沈臻宇

Name: Shen Zhenyu

姓名: 沈臻宇

基石投资协议签字页



为且代表 For and on behalf of

招银国际融资有限公司 CMB International Capital Limited

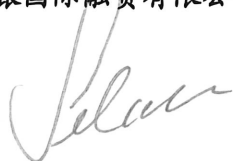


姓名：杨天啸 Laura YANG

职务：执行董事 Executive Director

[基石投资协议签字页]

为且代表 For and on behalf of  
招银国际融资有限公司 CMB International Capital Limited



---

姓名：萧善维 Selwyn Siu  
职务：董事总经理 Managing Director

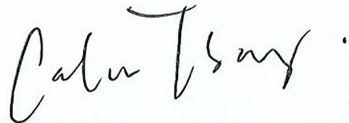
[基石投资协议签字页]

为且代表

中国国际金融香港证券有限公司

For and on behalf of

China International Capital Corporation Hong Kong Securities Limited

A handwritten signature in black ink, appearing to read "Calvin Tsang", written over a horizontal line.

姓名：曾智聪 TSANG Chi Chung

职务：执行总经理 Executive Director

[基石投资协议签字页]

## SCHEDULE 1 附表 1

### INVESTOR SHARES 投资者股份

#### Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 10,000,000 (calculated at an exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of H Shares; provided that if there are differences between the exchange rate quoted in the Prospectus and the exchange rate on the actual date of payment, the Overall Coordinators and the Company shall have the sole and absolute discretion to adjust the number of Investor Shares based on the actual amount of Hong Kong dollar received from the Investor.

投资者股份数目应等于(1)等值于美元 10,000,000 的港元（按招股说明书中所引用的汇率计算）（不含投资者就投资者股份支付的经纪佣金及征费），除以(2)发售价（约减至最接近的每手股份的买卖单位）；如果招股说明书所引用的汇率与实际支付日期的汇率存在差异，整体协调人和公司将有唯一和绝对的酌情权根据从投资者收到的实际港元金额调整投资者股份的数量。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange.

根据上市规则第 18 项应用指引第 4.2 段、联交所发布的《新上市申请人指南》第 4.14 章（不时更新和修订）及联交所所授予的豁免（如有），倘香港公开发售超额认购，供投资者根据本协议认购的投资者股份数目可能受到国际发售与香港公开发售之间 H 股重新分配的影响。倘香港公开发售的 H 股总需求符合公司最终招股章程中「全球发售的架构—香港公开发售—重新分配」一节所载的情况，投资者股份数目可能按比例减少以满足香港公开发售的公众需求。此外，为满足(i)上市规则第 8.08(3)条的规定（该条规定三大公众股东不能实益拥有超过 50%在上市日由公众持有的股份），公司、整体协调人和联席保荐人可全权酌情调整投资者股份数量的分配。(ii)上市规则第 8.08(1)(a)条规定的最低公众持股量要求或联交所批准的其他要求。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 of, and the placing guidelines set out in Appendix F1 to the Listing Rules.

为避免疑义，投资者同意，整体协调人将有唯一的酌情权决定是否为遵守上市规则的相关最低要求（包括但不限于上市规则第 8.08 条下的公众持股量要求及上市规则附录 F1 中规定的配售指引）而拒绝国际发售中投资者（及国际发售中的其他基石投资者）以外的投资者的所有或任何部分订单。

## SCHEDULE 2 附表 2

## PARTICULARS OF INVESTOR 投资者详情

## The Investor

Place of incorporation: 注册成立地点: /

Certificate of incorporation number: 统一社  
会信用号码: /

Business registration number: 商业登记号  
码: /

Principal activities: 主要业务: /

Ultimate controlling shareholder: 最终控股  
股东: /

Place of incorporation of ultimate  
controlling shareholder: 最终控股股东的注  
册成立地点: /

Principal activities of ultimate controlling  
shareholder: 最终控股股东的业务: /

Shareholder and interests held: 股东及所持  
权益: /

Description of the Investor for insertion in  
the Prospectus: 于公开文件中插入的投资  
者描述:

Ms. Shen Zhenyu is the Chairwoman of Harbin Gloria Pharmaceuticals Co., Ltd. (stock code: 002437), a company listed on the Shenzhen Stock Exchange. Harbin Gloria Pharmaceuticals Co., Ltd. is principally engaged in the research, development, production, and sale of a broad portfolio of pharmaceutical products, supported by advanced manufacturing capabilities and recognized industry certifications. She directly holds approximately 4.92% equity interest in Harbin Gloria Pharmaceuticals Co. Ltd, making her the single largest shareholder of the company.

Ms. Shen Zhenyu is an independent third party. She confirmed that no approval, including any specific approvals from any stock exchange (if relevant), will be required with respect to the Cornerstone Placing.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:	Cornerstone Investor
--	----------------------

**CORNERSTONE INVESTMENT AGREEMENT 基石投资协议**

**15 MAY 2025**  
**2025 年 5 月 15 日**

**XIAMEN JIHONG CO., LTD**  
**廈門吉宏科技股份有限公司**

**AND 及**

**TIMBER KANGAROO CAPITAL LIMITED**

**AND 及**

**CHINA INTERNATIONAL CAPITAL CORPORATION**  
**HONG KONG SECURITIES LIMITED**  
**中国国际金融香港证券有限公司**

**AND 及**

**CMB INTERNATIONAL CAPITAL LIMITED**  
**招银国际融资有限公司**

**(in alphabetical order)**  
**[按英文字母顺序排列]**



## TABLE OF CONTENTS 目录

### PAGE 页码

1.	DEFINITIONS AND INTERPRETATIONS 释义及诠释.....	2
2.	INVESTMENT 投资 .....	13
3.	CLOSING CONDITIONS 交割条件.....	15
4.	CLOSING 交割 .....	18
5.	RESTRICTIONS ON THE INVESTOR 投资者限制.....	20
6.	ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证 .....	25
7.	TERMINATION 终止.....	48
8.	ANNOUNCEMENTS AND CONFIDENTIALITY 公告及保密 .....	49
9.	NOTICES 通知 .....	51
10.	GENERAL 一般事项 .....	53
11.	GOVERNING LAW AND JURISDICTION 规管法律及司法权区.....	57
12.	IMMUNITY 豁免权 .....	58
13.	SERVICE OF PROCESS 法律程序文书送达 .....	59
14.	COUNTERPARTS 副本 .....	59
	SCHEDULE 1 附表 1 .....	64
	INVESTOR SHARES 投资者股份 .....	64
	SCHEDULE 2 附表 2 .....	66
	PARTICULARS OF INVESTOR 投资者详情 .....	66

**THIS AGREEMENT** (this “**Agreement**”) is made on 15 May 2025

本协议（本“协议”）于 2025 年 5 月 15 日订立：

**BETWEEN:** 订约方为：

- (1) **Xiamen Jihong Co., Ltd**, a joint stock company incorporated in the People’s Republic of China with limited liability, whose registered office is at No. 9 Putou Road, Dongfu Industry Park II, Haicang District, Xiamen, Fujian Province, PRC (the “**Company**”);

厦门吉宏科技股份有限公司，一家在中国注册成立的有限公司，其注册办事处位于中国福建省厦门市海沧区东孚工业区二期浦头路 9 号（“公司”）；

- (2) **Timber Kangaroo Capital Limited**, a company limited by shares incorporated in the British Virgin Islands whose registered office is at Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands (the “**Investor**”);

Timber Kangaroo Capital Limited，是一间于英属维尔京群岛注册成立的股份有限公司，其注册办事处位于 Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands（“投资者”）；

- (3) **China International Capital Corporation Hong Kong Securities Limited** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”).

中国国际金融香港证券有限公司，地址为香港中环港景街 1 号国际金融中心一期 29 楼（“中金”）；及

- (4) **CMB International Capital Limited** of 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central, Hong Kong (“**CMBI**”; **CICC** and **CMBI** (in alphabetical order), the “**Joint Sponsors**”, the “**Overall Coordinators**” or the “**Joint Global Coordinators**”).

招银国际融资有限公司，地址为香港中环花园道 3 号冠君大厦 45 楼（“招银”；招银与中金（按英文字母顺序排列）统称“联席保荐人”、“整体协调人”或“联席全球协调人”）。

**WHEREAS:**

鉴于：

- (A) The Company is incorporated in the People’s Republic of China and is registered in Hong Kong as a non Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered share capital of 384,769,288 A Shares with a nominal value of RMB1.00 each.

公司本公司于中华人民共和国注册成立，并根据《公司条例》第 16 部在香港注册为非香港公司。截至本协议签订之日，公司注册资本为 384,769,288 股 A 股（定义见下文），每股面值为人民币 1.00 元。

- (B) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

公司已申请其 H 股（定义见下文）以全球发售之方式于联交所（定义见下文）上市（“上市”）（“全球发售”），包括：

- (i) a public offering by the Company for subscription of 6,791,000 H Shares (as defined herein below and subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

公司初步公开发售 6,791,000 H 股（定义见下文并可重新分配）以供香港公众认购（可予重新分配）（“香港公开发售”），及

- (ii) a conditional placing of 61,119,000 H Shares (as defined herein below, and subject to reallocation offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者配售）有条件配售公司初步发售的 61,119,000 H 股（定义见下文，可予重新分配与否而定）（“国际发售”）。

- (C) CICC and CMBI (in alphabetical order) are acting as Joint Sponsors, Overall Coordinators and Capital Market Intermediaries to the Global Offering.

中金及招银为上市的联席保荐人、全球发售的整体协调人及联席全球协调人。

- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

在国际发售中，投资者有意在本协议所载条款及条件的规限下并据此认购投资者股份（定义见下文）。

**IT IS AGREED** as follows:

协议如下：

## 1. **DEFINITIONS AND INTERPRETATIONS** 释义及诠释

- 1.1. In this Agreement, including its schedules and recitals, each of the following words, terms and expressions shall, unless the context requires otherwise, have the following meanings unless the context otherwise requires:

除文义另有所指外，于本协议（包括其附表及引言）中，下列各词汇、术语及表述具有以下涵义：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of

the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**联属人士**”指就特定个人或实体而言，除文义另有所指外，透过一个或多个中介公司直接或间接控制特定个人或实体或受特定个人或实体控制或共同控制的任何个人或实体。就本释义而言，“控制”一词（包括“控制”、“受控制”及“受共同控制”等词汇）指不论透过拥有投票权证券、以合约或其他方式直接或间接拥有可支配或促使支配该人士的管理及政策的权力；

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong;

“**会计及财务汇报局**” 指香港会计及财务汇报局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**总投资金额**”指等于发售价乘以投资者股份数目的金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**批准**” 具有第 6.2(g)条赋予该词之涵义；

“**A Share(s)**” means ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are listed on the Shenzhen Stock Exchange and traded in RMB;

“**A 股**” 指公司发行的普通股，每股面值人民币 1.00 元，在深圳证券交易所上市，以人民币交易；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**联系人/紧密联系人**”具有上市规则赋予该词之涵义，而“**联系人/紧密联系人**”应按此诠释；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules of the Listing Rules;

“**经纪佣金**”指如上市规则的费用规则第 7(1)段之规定，按总投资金额 1%计算的经纪佣金；

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**营业日**”指香港持牌银行一般向香港公众开放办理一般银行业务以及联交所开放证券交易业务的任何日子（不包括星期六、星期日及香港公众假期）；

“**Capital Market Intermediary(ies)**” means the capital market intermediary(ies) appointed by the Company for the purpose of the Global Offering and shall have the

meaning ascribed to such term in the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission;

"**资本市场中介机构**" 指公司为全球发售而委任的资本市场中介机构，并具有《证券及期货事务监察委员会持牌人或注册人操守准则》赋予该术语的含义；

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

"**中央结算系统**"指香港中央结算有限公司成立及运作的中央结算及交收系统；

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

"**完成**"指根据本协议条款及条件完成认购投资者股份；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**公司条例**" 指香港法例第 622 章公司条例，包括其不时的修订、补充或以其他方式的变更；

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**公司（清盘及杂项条文）条例**"指香港法例第 32 章公司（清盘及杂项条文）条例，包括其不时的修订、补充或以其他方式的变更；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;

"**关连人士/核心关连人士**"具有上市规则赋予该词之涵义，而"**关连人士/核心关连人士**"应按此诠释；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

"**关联关系**" 具有中国证监会《申报规则》赋予该术语的含义；

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**合约（第三者权利）条例**" 指香港法例第 623 章合约（第三者权利）条例，包括其不时的修订、补充或以其他方式的变更；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

“**控股股东**”除文义另有所指，具有上市规则赋予该词之涵义，而“**控股股东**”应按此诠释；

“**CSRC**” means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“**中国证监会**”指中国证券监督管理委员会，负责中国全国证券市场监督管理的监管机构；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“**中国证监会备案办法**”指中国证监会发布的《境内企业境外发行证券并上市管理试行办法》及配套指引、经不时修订、补充或以其他方式修改；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly;

“**处置**”包括，就任何相关股份而言，直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

不论直接或间接、有条件或无条件发售、质押、押记、销售、按揭、出借、设立、转让、出让或以其他方式处置任何法律或实益权益（包括通过设立或任何协议以设立或出售或授出或同意出售或授出任何购股权或合约以购买、认购、出借或以其他方式转让或处置或设立任何认股权证或权利以购买、认购、出借或以其他方式转让或处置的权利，或购买或同意购买任何购股权、合约、认股权证或出售的权利），或就相关股份或任何可转换为或可行使或可交换有关相关股份的其他证券的任何法律或实益权益设立任何性质的第三方权利，或代表有权收取有关相关股份或当中任何权益或订约如此行事的第三方权利；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences of such Relevant Shares or such other securities or any interest in them; or

订立任何掉期或其他安排，以向他人全部或部分转让任何所有权附带条件，包括相关股份之任何实益拥有权或当中任何权益或有关相关股份或有关其他证券之任何经济影响或事件或当中任何权益；或

- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

直接或间接订立与上文第(i)或(ii)项所述任何上述交易具有相同经济效果之任何交易；或

- (iv) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

同意或订约或公开宣布或披露有意订立上文第(i)、(ii)及(iii)项所述任何上述交易，在各情况下，不论上文第(i)、(ii)及(iii)项所述任何上述交易是否以相关股份或相关其他可转换为或可行使或可交换为相关股份的其他证券以现金或其他方式结算；而“**处置**”应按此诠释；

“**FINI**” shall have the meaning ascribed to such term to in the Listing Rules;

"**FINI**" 具有《上市规则》赋予该术语的含义；

“**Global Offering**” has the meaning given to it in Recital (B);

“**全球发售**”具有引言(B)赋予该词之涵义；

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange (including, without limitation, the Stock Exchange, the Shenzhen Stock Exchange, the SFC and the CSRC), self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

“**政府机构**”指任何政府、监管或行政委员会、局所、团体、机关或代理，或任何证券交易所（包括但不限于联交所、深交所、证监会和中国证监会）、自律组织或其他非政府监管机关，或任何法院、司法机构、法庭或仲裁庭，不论是国家、中央、联邦、省级、州级、地区、市级、地方、国内、国外还是超国家级别；

“**Group**” means the Company and its subsidiaries;

“本集团”指公司及其附属公司；

“HK\$” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“港元”指香港法定货币；

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“香港”指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (B);

“香港公开发售”具有引言(B)赋予该词之涵义；

“**H Share(s)**” means 67,910,000 overseas listed foreign share(s) (境外上市股份) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

"H 股" 指本公司股本中 67,910,000 股境外上市外资股，每股面值人民币 1.00 元，将以港元认购和交易，并已申请在联交所上市和交易；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

“获弥偿方”具有第 6.5 条赋予该词之涵义，而按文义所指，“弥偿方”指当中任何一方；

“**International Offering**” has the meaning given to it in Recital (B);

“国际发售”具有引言(B)赋予该词之涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“国际发售通函”指预期将由公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

"投资者相关信息" 具有第 6.2(i)条赋予的含义；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“投资者股份”指由投资者在国际发售中根据本协议条款及条件认购并根据附表 1 计算并由公司及整体协调人厘定的 H 股数目；



“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including without limitation the Stock Exchange, the Shenzhen Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“**法律**”指所有相关司法权区内任何政府机关（包括但不限于联交所、深交所、证监会和中国证监会）的所有法律、法令、立法、条例、规则、法规、指引、意见、通告、通函、指令、规定、命令、判决、判令或裁定；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“**征费**”指在各情况下，总投资金额中 0.0027% 证监会交易征费（或于上市日期现行的交易征费）、0.00565% 联交所交易费（或于上市日期现行的交易费）及 0.00015% 会计及财务汇报局交易征费（或于上市日期现行的交易征费）的总和；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

“**上市日期**”指 H 股在联交所主板首次上市的日期；

“**Listing Guide**” means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**新上市申请人指南**”指新上市申请人指南，包括其不时的修订、补充或以其他方式变更；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Listing Guide and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

“**上市规则**”指香港联合交易所有限公司证券上市规则，新上市申请人指南以及联交所的上市决定、指引以及其他规定，包括其不时的修订、补充或以其他方式变更；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

“**禁售期**”具有第 5.1 条赋予该词之涵义；

“**Offer Price**” means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

“**发售价**”指根据全球发售将予发售或出售的 H 股的每股最终港元价格（不包括经纪佣金及征费）；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

“**订约方**”指本协议列明的订约方；而“**订约方**”按文义所指，为当中任何一方；

“**PRC**” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

“**中国**”指中华人民共和国，惟仅就本协议而言，不包括香港、中国澳门特别行政区及台湾；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“**初步发售通函**”指预期将由公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“**专业投资者**”具有证券及期货条例附表 1 第 1 部分赋予该词的涵义；

“**proprietary investment basis**” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“**自营投资基础**”指投资者为其自身账户和投资目的而进行的投资，但不作为任何第三方的代理，无论该投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“**招股章程**”指公司就香港公开发售将在香港发布的最终招股章程；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“**公开文件**”指公司将就国际发售发出的初步发售通函、任何定价补充及国际发售通函、公司就香港公开发售将在香港发出的招股章程及申请表格以及公司就全球发售可能发出的相关其他文件及公告，各自经不时修订或补充；

“**Regulation S**” means Regulation S under the Securities Act;

“S 规例”指证券法 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);

“监管部门”具有第 6.2(i) 条赋予该词之涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组由投资者股份衍生的公司任何股份或其他证券，或当中任何权益（不论相关交易以现金或其他方式结算）；

“**RMB**” means Renminbi, the lawful currency of the PRC;

“**RMB**”指人民币，即中华人民共和国的法定货币；

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“**证券法**”指 1933 年美国证券法，包括其不时的修订、补充或以其他方式的变更，以及根据该法律颁布的规则及法规；

“**SFC**” means The Securities and Futures Commission of Hong Kong;

“**证监会**”指香港证券及期货事务监察委员会；

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“**证券及期货条例**”指香港法例第 571 章证券及期货条例，包括其不时的修订、补充或以其他方式的变更；

“**Shares**” means the ordinary share of the Company having a nominal value of RMB1.00 each, comprising A Shares and H Shares;

“**股份**”指公司股本中每股面值 1.00 人民币的普通股，由 A 股和 H 股组成；

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**联交所**”指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

“**附属公司**”具有公司条例赋予该词之涵义；

“U.S.” and “United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“美国”指美利坚合众国，其领土、属地及美国任何洲及哥伦比亚区；

“US\$” or “US dollar” means the lawful currency of the United States; and

“美元”指美国法定货币；及

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act.

“美籍人士”具有 S 规例赋予该词之涵义。

1.2. In this Agreement, unless the context otherwise requires: 于本协议中，除文义另有所指外：

(a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

对“**条文**”、“**分条文**”或“**附表**”的提述指本协议的条文、分条文或附表；

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

索引、条文及附表标题仅出于便利目的插入，并不影响本协议的解释或诠释；

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

引言及附表构成本协议的组成部分，应具有同等效力及作用，犹如本协议正文所订明者，而任何对本协议的提述应包括引言及附表；

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

单数词汇具有复数词涵义（反之亦然），而某一种性别词汇应包括另一性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

对本协议或其他文据的提述包括其任何更改或取代；

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

对法令或法定条文的提述包括对以下内容的提述：

- (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;  
  
不时综合、修订、补充、修改、重新制定或由任何法令或法定条文取代的法令或条文；
- (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and  
  
获重新制定（不论有否修改）的任何被废除法令或法定条文；及
- (iii) to any subordinate legislation made under it;  
  
据此制定的任何附属法例；
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;  
  
"条例" 包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何条例、规则、正式指令、意见、通知、通告、命令、要求或准则（无论是否具有法律效力）；
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;  
  
除另有指明外，对时间及日期的提述分别指香港时间及日期；
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);  
  
对“人士”的提述包括对个人、商号、公司、法人团体、非公司组织或机构、政府、州或州机构、合营企业、联属公司或合伙公司（不论是否有独立法人特质）的提述；
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and  
  
对“包括”的提述应诠释为包括但不限于；及
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include

what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

就香港以外任何司法权区的任何行动、济助、司法方式或程序、法律文件、法律地位、法院、官方或任何法律概念或事件的法律词汇的提述被视为包括该司法权区最类近香港的法律词汇。

## 2. INVESTMENT 投资

- 2.1. Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

待下文第 3 条所述条件获达成（或获订约方共同豁免，惟第 3.1(a), 3.1(b), 3.1(c) 及 3.1(d)条所载条件不可豁免及第 3.1(e)条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免）及在本协议的其他条款及条件规限下：

- (a) the Investor will subscribe for, and the Company will issue, allot and place and/or the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

根据国际发售及作为国际发售的一部分，投资者将于上市日期延迟交付日期透过整体协调人及/或其联属人士以国际发售有关部分的国际包销商代表的身份按发售价认购投资者股份，公司将向投资者发行、配发及配售投资者股份，而整体协调人将分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份予投资者；及

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金及征费。

- 2.2. The Investor may elect by notice in writing served to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not subscribing for or acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) subscribing for or acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

投资者可选择于不迟于上市日期前三（3）个营业日向公司、联席保荐人及整体协调人发出书面通知，透过其全资附属公司认购投资者股份，而该全资附属公司

乃专业投资者且(i)非美籍人士且并非为美籍人士的账户或利益认购或购买投资者股票；(ii)位于美国境外；且(iii)根据S规例以离岸交易认购或购买投资者股份，惟：

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and

投资者须促使该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、声明、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、保证、声明、承诺、承认及确认，须视为由投资者本人作出及代表投资者附属公司作出，及

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

投资者(i)无条件及不可撤回地向公司、联席保荐人及整体协调人保证该等全资附属公司将妥为准时履行及遵守所有其于本协议下的协定、责任、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第6.5条向各获弥偿方作出全面有效之弥偿及继续按要求作出弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

投资者于第2.2条下的责任构成按要求向公司、整体协调人或联席保荐人支付该等全资附属公司根据本协议须支付的任何款项及按要求及时履行该等全资附属公司于本协议下的任何责任的直接、主要及无条件责任，而公司、整体协调人或联席保荐人毋须事先对该等全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中应诠释为包括该等全资附属公司。

2.3. [Left Blank for Purpose]

[特意留空]

- 2.4. The Company and the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

公司与整体协调人（代表他们本身、资本市场中介机构及全球发售包销商）将按彼等可能协议的方式厘定发售价。投资者股份的准确数目最终将由公司与整体协调人根据附表 1 厘定，且有关决定将为最终决定及对投资者具约束力，惟明显错误除外。

3. **CLOSING CONDITIONS 交割条件**

- 3.1. The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors) at or prior to the Closing:

根据第 2.1 条，投资者根据本协议认购投资者股份的责任、公司发行、配发及配售投资者股份的责任及整体协调人分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份的责任仅于以下各项条件完成或之前获达成或订约方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免及第 3.1(e)条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免）后，方可作实：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering (the “**Underwriting Agreements**”) being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in the Underwriting Agreements, and none of the Underwriting Agreements having been terminated;

香港公开发售及国际发售包销协议已告订立及生效及成为无条件，而其中所载完成之所有先决条件最迟须于该等包销协议所订明的时间及日期达成或获豁免（根据各自之原订条款或其后豁免或获相关订约方协议修订）且上述包销协议并未终止；



- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering), according to the Underwriting Agreements and the price determination agreement to be signed among the parties thereto in connection with the Global Offering;

发售价已由公司与整体协调人（代表全球发售包销商）协议，根据包销协议和双方将就全球发售签署的价格确定协议；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准 H 股（包括投资者股份）上市及买卖并授出其他适用豁免及批准，且有关批准、许可或豁免于 H 股在联交所开始买卖前并无被撤回；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

任何政府机关概无制定或颁布法律而禁止完成全球发售中或根据本协议拟进行的交易，亦无主管司法权区的法院或政府机关发出命令或禁令阻止或禁止完成有关交易；及

- (e) the respective representations, warranties, acknowledgements, undertakings, acknowledgements, and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

截至本协议日期并将截至上市日期，投资者于本协议项下的声明、保证、承诺、承认及确认在所有方面均属准确、真实及完整，且无误导成份，而投资者并无严重违反本协议。

- 3.2. If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this

Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

倘第 3.1 条所载的任何条件于本协议日期后一百八十 (180) 日当日或之前 (或公司、投资者、整体协调人及联席保荐人可能书面协议的其他时间及/或日期) 并未达成或获订约方共同豁免 (惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免及第 3.1(e)条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免), 则投资者购买投资者股份的责任以及公司及整体协调人发行、配发、配售、分配及/或交付 (视情况而定) 或促使发行、配发、配售、分配及/或交付 (视情况而定) 投资者股份的责任将告停止, 而投资者根据本协议向任何其他订约方支付的任何款项将由有关其他订约方在切实可行的范围内并在商业上可行的情况下尽快不计利息偿还予投资者, 且本协议将告终止及不具效力, 而公司、整体协调人及/或联席保荐人或其各自的关联公司、董事、监事 (如适用)、高级职员、雇员和代表的所有责任及义务将告停止及终止, 惟根据第 3.2 条终止本协议概不会损害协议任何订约方于该终止时或之前就其条款对其他订约方已存在之权利或责任。为免生疑, 本条款任何内容不应被诠释为授予投资者任何权利就违反投资者于本条项下上述日期止期间根据本协议作出的相关声明、保证及承诺、承认及确认作出补救。

- 3.3. The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors, or any of their respective directors, officers, employees, advisors, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors or their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates on the basis that the Global Offering is delayed, terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

投资者承认, 无法保证全球发售将会完成或不会推迟或终止, 倘全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或发售价不在公开文件中列明的指示性范围内, 公司、整体协调人、联席保荐人、整体协调人及/或联席

全球协调人及其各自的董事、管理人员、员工、顾问、代理人、代表、关联方、合伙人和彼等各自的联属人士不会对投资者承担任何责任。投资者谨此放弃以全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或如发售价不在公开文件中列明的指示性范围内为由向公司、整体协调人、联席保荐人、整体协调人及/或联席全球协调人及其各自的董事、管理人员、员工、顾问、代理人、代表、关联方、合伙人和彼等各自的联属人士提出任何申索或采取行动的任何权利（如有）。

#### 4. **CLOSING 交割**

- 4.1. Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

在第 3 条规限下及根据第 4 条，根据国际发售及作为国际发售的一部分，投资者将透过整体协调人（及/或其各自的联属人士）以国际发售有关部分的国际包销商代表的身份按发售价认购投资者股份。因此，投资者股份认购将于国际发售完成时，按照公司与整体协调人确定的时间和方式，进行。

- 4.2. The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit no later than one (1) day prior to the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

不论投资者股份的交付时间，投资者应于上市日期前不迟于足一（1）个营业日通过以港元实时可用资金，将总投资金额（该等资金不作任何扣减或抵销）悉数电汇至整体协调人于上市日期前不迟于足两（2）个营业日可能书面知会投资者的有关港元银行账户。有关通知应包括（其中包括）付款账户详情及投资者根据本协议应付的总金额。

- 4.3. Delivery of, the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Investor may agree in writing.

投资者股份的交付亦可通过公司、整体协调人、联席全球协调人、联席保荐人及投资者书面同意的任何其他方式进行。

- 4.4. Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made

through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

待根据第 4.2 条就投资者股份妥为付款及收款后，透过中央结算系统向投资者交付投资者股份（视情况而定）应透过中央结算系统将投资者股份直接存入中央结算系统，以寄存入有关中央结算系统投资者户口持有人股份户口或投资者最迟于上市日期前三（3）个营业日可能书面知会整体协调人的中央结算系统股票账户。

4.5. [Left Blank for Purpose]

[特意留空]

- 4.6. If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors may have against the Investor or its beneficial owner(s) arising out of its failure to comply with its obligations under this Agreement). The Investor or its beneficial owner(s) shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

倘并未于本协议列明的时间及以本协议列明的方式收到或结清总投资金额及相关经纪佣金及征费（不论全部或部分）款项，公司、联席保荐人及整体协调人保留权利各自全权酌情终止本协议，于该情况下，公司、联席保荐人及整体协调人的所有责任及义务将告停止及终止（但不影响公司、联席保荐人及整体协调人因投资者或其实益拥有人未能遵守其于本协议下的责任而可能对其提出的任何申索）。根据第 6.5 条，投资者或其各自的实益拥有人于任何情况下须就各获弥偿方可能蒙受或因认购投资者股份而产生或与认购投资者股份有关之任何损失及损害（包括但不限于投资者未能悉数支付总投资金额及经纪佣金及征费）向其作出弥偿、使其免受损害及应要求按除税后基准悉数弥偿。

- 4.7. The Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors and their respective affiliates respectively shall not be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement if any of them is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not

limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus, SARS and the COVID-19, declaration of a national, international or regional state of emergency, disaster, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transportation disruption, paralysis in or breakdown of government operation, public disorder, political instability or threat, outbreak and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like in which case each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors and their respective affiliates shall be entitled to terminate this Agreement forthwith.

公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方在履行本协议项下的义务中各自将不对任何不可履行或迟延履行承担责任，且公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方各自有权终止本协议，若在各自情况下该不可履行或迟延履行行为由于公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方（视情况而定），包括但不限于，天灾、水灾、疾病、流行病或大流行的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症，H1N1 流感、H5N1、MERS、埃博拉病毒、SARS 和 COVID-19 或其各自的相关/变异形式或变种（除非在本协议日期存在且没有任何进一步的实质性恶化））、国家性或国际性或地区性紧急情况的宣布、灾害、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公众混乱、政治动荡或敌对行动的威胁、爆发和升级、战争（已宣告或未宣告）、恐怖袭击、火灾、骚乱、叛乱、国内动荡、罢工、封锁、其他行业运动、电力或其他供应停止、空难、技术障碍、事件性或机械性或电力方面的崩溃、计算机系统障碍或任何金钱转账系统障碍、禁运、劳动纠纷和现存或将来的法律的变更，以及任何现存的或将来的政府活动等，在此情况下，本公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方均有权立即终止本协议。

## 5. RESTRICTIONS ON THE INVESTOR 投资者限制

- 5.1. Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months starting from and inclusive of the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) allow itself to undergo a change of

control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iv) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

受制于第 5.2 条，投资者同意并向公司、联席保荐人及整体协调人各自契诺及承诺，在未经公司、联席保荐人及整体协调人各自事先书面同意的情况下，投资者将不得，且需促使其根据第 5.2 条受让任何投资者股份的全资附属公司不得且将确保其各自的关联方不会，（不论直接或间接）于上市日期起及包括当日的六（6）个月期间（“禁售期”）任何时间(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体的任何权益（包括可转换为或可交换为或可行使或代表接收上述任何证券的权利的任何证券）；(ii) 容许自己在最终实益拥有人的层面上，进行控制权的改变（按证监会颁布的《公司收购、合并及股份回购守则》所界定）；(iii) 直接或间接订立任何与上述任何交易具相同经济影响的交易；及(iv) 同意或订立合约，或宣布有意与第三方订立任何上述（i）、（ii）和（iii）中所述的交易，在每种情况下不论任何上述（i）、（ii）和（iii）中所述的交易是否将通过交付相关股份或可转换为或可行使或可交换为相关股份的其他证券或以现金或其他方式结算。

Subject to the above paragraph, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary agrees, covenants with and undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that, at any time after the expiry of the Lock-up Period, in the event that the Investor or its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) enters into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary)) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the H Shares or the A Shares and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

在上段的规限下，投资者为其本身及代表其全资附属公司(如投资者股份将由该全资附属公司持有)向本公司、整体协调人、联席全球协调人及联席保荐人同意、约定并承诺，在禁售期届满后的任何时间，如投资者或其全资附属公司（如投资者股份将由该全资附属公司持有）进行任何交易以出售任何有关股份，或同意或订约或宣布有意订立该等交易，投资者（为其本身或代表其全资附属公司（如投资者股份将由该全资附属公司持有））须采取商业上合理的步骤，以确保该等处置不会造成 H 股或 A 股市场的混乱和虚假，并须遵守所有适用法律、法规和所有具司法管辖权的证券交易所的规则、包括但不限于上市规则、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

- 5.2. Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

第 5.1 条所载内容并无阻止投资者向投资者的任何全资附属公司转让全部或部分相关股份，惟在所有情况下：

- (a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors may require;

向公司、整体协调人、联席全球协调人及联席保荐人发出不少于五(5)个营业日、有关该转让的书面通知，该通知须载有该全资附属公司的身份，以及本公司、整体协调人、联席全球协调人和联席保荐人可能要求的、令本公司、整体协调人、联席全球协调人和联席保荐人满意的证据，以证明准受让人是投资者的全资附属公司；

- (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favour of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

于有关转让前，该全资附属公司按公司、联席保荐人及整体协调人满意的条款及以彼等为受益人作出书面承诺，同意且各投资者承诺促使该全资附属公司遵守投资者于本协议项下的责任（包括但不限于本第 5 条对投资者施加的限制），犹如该全资附属公司本身须遵守该等责任及限制；

- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations, undertakings and warranties as provided in clause 6;

该全资附属公司将被视为已作出与第 6 条所规定者相同的承认、陈述、承诺及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

投资者及投资者的该全资附属公司将被视作彼等所持全部相关股份的投资者且应共同及个别承担本协议施加的全部责任及义务；

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a five (5) business days' prior written notice described in (a) above and a written undertaking (addressed to and in favour of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, representations, undertakings and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

倘于禁售期届满前任何时间，该全资附属公司不再或将不再为投资者的全资附属公司，其应（及投资者应促使该附属公司应）实时（且在任何情况下须于不再为投资者的全资附属公司前）将其持有的相关股份悉数及有效转让予投资者或投资者的另一全资附属公司，该附属公司须按公司、联席保荐人及整体协调人满意的条款及以彼等为受益人作出或由投资者促使发出上文(a)段所述的五(5)个营业日前的书面通知及书面承诺，同意遵守并促使该全资附属公司将遵守投资者于本协议项下的责任（包括第 5 条对投资者施加的限制）及作出相同的承认、声明、承诺及保证，犹如该全资附属公司本身须遵守该等责任及限制且应共同及个别承担本协议施加的全部责任及义务；及

- (f) such wholly-owned subsidiary (A) is not and will not be a U.S. Person, and is not subscribing for or acquiring the Relevant Shares for the account or benefit of a U.S. Person; (B) is and will be located outside the United States and (C) will be subscribing for or acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司(A)现在和将来都并非美籍人士，也不会为美籍人士的账户或利益认购或购入相关股份；(B) 现在和将来都位于美国境外；及(C) 根据 S 规例于离岸交易中认购或购入相关股份。

- 5.3. The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company's entire issued share capital all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing



Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者同意及承诺，除非获得公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（定义见上市规则）于公司已发行股本总数中总持股量（直接及间接）在任何时候应少于公司全部已发行股本的 10%（或上市规则不时就定义“主要股东”规定的有关其他百分比），且在上市日期后的 12 个月内不会成为《上市规则》所指的本公司的核心关连人士，及此外，投资者及其密切联系人（定义见上市规则）在本公司已发行股本总额中的总持股量（直接及间接）不会导致公众人士持有的本公司证券总额（定义见上市规则及联交所的诠释）少于所规定的百分比，包括但不限于上市规则第 8.08 条所规定的百分比或联交所不时批准并适用于本公司的其他百分比。投资者同意，如发现上述任何情况，将在切实可行的情况下尽快通知本公司、总协调人、联席全球协调人及联席保荐人。

- 5.4. The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and it shall procure that none of its controlling shareholder(s), associates and its beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering, except that a waiver or consent is obtained from the Stock Exchange.

投资者同意，投资者于公司股本中的持股量按自行投资基准厘定及于公司、整体协调人及/或联席保荐人合理要求时向公司、联席保荐人及整体协调人提供合理证明显示投资者于公司股本中的持股量乃按自行投资基准厘定。投资者不会，且促使其控股股东、联系人及其各自的实益拥有人不会，申请或通过累计投标程序获取全球发售的 H 股（投资者股份除外）或于香港公开发售中申请 H 股，除非获得联交所的豁免或同意。

- 5.5. The Investor and its affiliates, directors, supervisors, (where applicable), officers, employees or agents have not accepted or entered into, and shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Single Largest Shareholder Group (as defined in the Prospectus) of the Company, any other

member of the Group or their respective affiliates, directors, supervisors (where applicable), officers, employees staff, associates, partners, advisors, representatives or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, advisors, representatives or agents has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, advisors, representatives or agents.

投资者及联属人士、联系人、董事、监事（如适用）、高级职员、雇员或代理并无与公司、公司的单一最大股东集团（定义见招股章程）、公司的任何股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级职员、雇员、联系人、合伙人、顾问、代表或代理人接纳或订立，亦不会订立任何与上市规则不符或违反上市规则（包括《上市规则》附录F1(股本证券配售指引)、联交所刊发的《新上市申请人指南》的第4.15章及香港监管部门刊发的任何其他适用法律或书面指引）的安排或协议（包括任何附函）。投资者进一步确认并承诺，他们或他们的关联公司、董事、监事（如适用）、高级职员、雇员、联系人、合伙人、顾问、代表或代理人或最终实益拥有人均没有或将要签订此类安排或协议。投资人将对其本身以及任何其联属公司、董事、监事（如适用）、高级职员、雇员、职员、联系人、合伙人、顾问、代表或代理人违反本第5.5条的任何行为负责。

- 5.6. The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

投资者将使用内部资金资源，且不通过外部融资，来支付其认购投资者股份的款项。

## 6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES** 承认、声明、承诺及保证

- 6.1. The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that:

投资者向公司、联席保荐人、联席全球协调人及整体协调人承诺、承认、同意及确认：

- (a) each of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby

waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

公司、联席保荐人、联席全球协调人及整体协调人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人及代表各自并无作出全球发售将会进行或完成（于任何特定期限内）或发售价将处于公开文件所载的指示性范围内的声明及就此保证或承诺或担保，倘全球发售延迟、因任何原因并未进行或未能完成或倘发售价并非介于公开文件所载的指示性范围内，其将不会对投资者承担任何责任，并且投资者特此放弃任何权利（如有），以全球发售因任何原因未能按预定日期和时间或根本未完成，或者发行价格不在公开文件中列出的指示范围内为依据，对公司、整体协调人、联席全球协调人、联席保荐人及其各自关联公司提出任何索赔或诉讼；

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors as is required for the purpose of facilitating the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (including but not limited to, conducting due diligence enquiries on the Investor);

本协议及投资者的背景资料、本协议项下订约方的关系及拟进行的安排将须于公开文件以及全球发售的其他推广及路演材料中披露且公开文件及有关其他推广及路演材料及公布中将须提及投资者，尤其是，本协议将属有关全球发售或其他方面并根据公司（清盘及杂项条文）条例及上市规则向香港监管机构备案及供展示的重要合约。在此方面，投资者将向整体协调人、联席全球协调人、联席保荐人提供所有必要的信息，以协助整体协调人、联席全球协调人、联席保荐人履行其在上市规则和《证券及期货事务监察委员会持牌人或注册人操守准则》下的义务和责任（包括但不限于对投资者进行尽职调查）；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the

Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;

根据上市规则或在 FINI 上需要提交给联交所的与投资者相关的信息将与公司、联交所、证监会及其他必要的监管机构共享，并将包含在将在 FINI 上向整体协调人披露的综合配售名单中；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

发售价根据全球发售的条款及条件全权单独决定且投资者无权对此提出任何反对；

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

投资者将透过整体协调人及/或其联属人士以其国际发售国际包销商代表的身份认购投资者股份；

- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

投资者将按公司组织章程细则或其他章程文件、合适的法律及本协议的条款及条件并在其规限下接纳投资者股份；

- (g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

投资者不是公司现有股东、关联方或关联公司，且不代表上述任何人士行事；

- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者 H 股数可能受到根据上市规则第 18 项应用指引，由联交所定期更新及修改的新上市申请人指南的第 4.14 章或联交所可能批准并不时适用于公司的其他百分比在国际发售与香港公开发售之间重新分配股份的影响；

- (i) the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the

Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange;

联席保荐人及/或整体协调人及公司可全权酌情调整投资者股份数目的分配，以符合 (i) 上市规则第 8.08(3)条的规定（该条规定三大公众股东不能实益拥有超过 50%在上市日由公众持有的 H 股）或 (ii) 上市规则第 8.08(1)(a)条规定的最低公众持股量要求或联交所另行批准的最低公众持股量要求；

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

作为国际发售的一部分，于本协议订立时或前后或于其后任何时间但于国际发售完成前，公司、整体协调人及/或联席保荐人已就类似投资与一名或多名其他投资者订立或可能及/或拟订立协议；

- (k) neither the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription for, or in relation to any dealings in, the Investor Shares;

公司、联席保荐人、整体协调人、联席全球协调人或其各自的任何附属公司、代理、董事、雇员或联属公司或任何其他参与全球发售的人士概不对认购投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；

- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

投资者股份并无且将不会根据证券法或美国任何州或其他司法权区证券法登记，亦不得在美国境内或向任何美籍人士或为任何美籍人士本身或为其利益而直接或间接提呈发售、转售、质押或以其他方式转让，惟根据证券法或任何其他司法权区（惟有关司法权区的适用法例准许者除外）

的登记规定获得有效登记声明或豁免或通过不受此规限的交易进行者除外；

- (m) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “**offshore transaction**” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

了解及同意转让投资者股份仅可根据证券法 S 规例于美国境外的“离岸交易”（定义见证券法 S 规例）中进行，于各情况下，根据美国任何州及任何其他司法权区的任何适用证券法，代表投资者股份的任何股票应具有实际影响；

- (n) it understands that none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

了解公司、整体协调人、联席全球协调人、联席保荐人或国际发售的任何国际包销商或其各自的子公司、关联公司、董事、监事（如适用）、高级职员、员工、工作人员、代理人、顾问、联系人、合伙人及代表均并无就证券法第 144 条、第 144A 条或任何其他豁免对其后重新提呈发售、转售、质押或转让投资者股份的可行性作出任何声明；

- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

除第 5.2 条所规定者外，倘任何投资者股份由投资者的附属公司持有，投资者应促使该附属公司继续为投资者的全资附属公司及继续遵循及遵守协议项下的条款及条件，以便该附属公司于禁售期届满前继续持有任何投资者股份；

- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisers, agents, partners and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required

by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

其已接获（及可能于日后接获）可能构成与投资者投资（及持有）投资者股份有关的重大、非公开消息及/或内幕消息（定义见证券及期货条例）的信息且其：(i)按严格须知基准不会向其联属公司、附属公司、董事、监事(如适用)、高级职员、雇员、顾问、代理人、合伙人及代表（“获授权接收人”）以外的任何人士披露有关信息，该等信息仅可用作评估其于投资者股份的投资或法律规定的其他方面，直至该等信息在投资者或其任何的获授权接收人没有过错的情况下成为公开信息；(ii)将确保其获授权接收人（根据第 6.1(p)条获披露该等信息的人士）按严格须知基准不会向其他获授权接收人以外的任何人士披露该等信息；及(iii)不会及将确保其获授权接收人（根据第 6.1(p)条获披露该等信息的人士）不会以可能导致任何违反与该交易有关的美国、香港、中国、开曼群岛或任何其他适用司法权区的证券法（包括任何内幕交易条文）的方式直接或间接购买、出售或买卖或选择性地买卖 H 股或公司或其联属公司或联系人的其他证券或衍生工具；

- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

按保密基准提供予投资者及/或其代表的本协议、草拟招股章程及草拟初步发售通函所载的信息以及投资者及/或其代表按保密基准可能获提供的任何其他材料不得复制、向任何其他人士披露、传阅或传播；且所提供的该等信息及材料可予变动、更新、修订及填妥且投资者于厘定是否投资投资者股份时不应依赖该等资料及材料。为免生疑：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any

jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

草拟招股章程或草拟初步发售通函或任何其他可能已经提供或供应给投资者及/或其代表的材料均不构成于任何司法权区邀请或要约或招揽收购、购买或认购任何证券，若在该等司法权区该等要约、招揽或出售是不被允许的，并且草拟招股章程或草拟初步发售通函或任何其他可能提供给投资者及/或其代表的材料（无论书面还是口头）均不应构成任何合同或承诺的基础；

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

概无任何股份或其他证券的要约或邀请以认购、收购或购买任何 H 股或其他证券得以根据草拟初步发售通函或草拟招股章程或可能提供给投资者及/或其代表的任何其他材料（无论书面或口头）提出或接收；和

- (iii) the draft Preliminary Offering Circular or draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

草拟初步发售通函或草拟招股章程或任何其他可能已经提供（无论是书面还是口头）或供应给投资者的材料，均可在订立本协议后进行进一步修改，投资者在确定是否投资投资者股份时不应以此为依据，并且投资者在此同意此类修正案（如有）并放弃其与此类修正案相关的权利（如有）；

- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

本协议并不共同或个别构成于美国或要约属非法的任何其他司法权出售证券的要约；

- (s) the Investor has not subscribed for the Investor Shares as a result of, and neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S under the Securities Act), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D of the



Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

投资者并非因以下原因认购投资者股份，且投资者或其任何联属公司或代表其行事的任何人均未曾且将不会就股份进行 (i) 任何证券法 S 规则下的定向销售努力（定义见证券法 S 规例），或(ii) 任何《证券法》D 规例第 502(c)条所指的公开招揽或公开宣传，或任何涉及对投资者股份的公开发售（如《证券法》第 4(2)条所定义）的行为；

- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

已获提供其认为属必要或权宜的所有信息，以评估收购投资者股份的裨益及风险并有机会就公司、投资者股份或其认为对评估收购投资者股份的裨益及风险属必要或权宜的其他相关事宜向公司、联席保荐人及整体协调人提问及收到回复，且公司已应投资者要求或代表投资者向投资者或其代理提供有关投资投资股份的所有文件及资料；

- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors (including their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

于作出投资决定时，投资者已依赖及将仅依赖公司发布的国际发售通函提供的资料，而不应依赖公司、整体协调人及/或联席保荐人（包括彼等

各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或其代表于本协议日期或之前向投资者可能提供的任何其他数据，且公司、联席保荐人及整体协调人及其各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概无就任何该等资料或国际发售通函并无载列的数据的准确性或完整性作出任何声明或作出任何保证或承诺，且公司、联席保荐人及整体协调人及其各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士不会且将不会因彼等使用或依赖该等数据或材料或国际发售通函并无载列的任何其他数据而对投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士承担任何责任；

- (v) none of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the other underwriters of the Global Offering and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

整体协调人、联席保荐人、其他包销商及彼等各自的董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或其附属公司的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜作出任何保证、声明或提出推荐建议；及除最终国际发售通函所订明者外，公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、附属人士、代表及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或其附属公司的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜向投资者作出任何保证、声明或提出推荐建议；

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者于处置（直接或间接）其为或将为实益拥有人（直接或间接）或根据招股章程所示为实益拥有人的任何相关股份时，将遵守本协议、上市规则及任何适用法律下不时适用的所有限制（如有）；

- (x) the Investor has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, advisors or representatives, or any other party involved in the Global Offering, takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of or in relation to any dealings in the Investor Shares;

其已就公司、投资者股份及本协议规定的认购投资者股份的条款自行调查并就税务、监管、财务、会计、法律、货币及其他等与投资投资者股份有关的事宜及就投资者的合适性获得其认为必要或适宜或于其他方面使其信纳的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），且并无倚赖及无权倚赖公司或与全球发售有关的任何整体协调人、联席保荐人或包销商获得或进行（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查或调查或其他意见或告慰函，公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问或代表或参与全球发售的任何其他方概无就任何税务、监管、财务、会计、法律、货币或认购或购买投资者股份的其他经济或其他后果或与买卖投资者股份有关的其他经济或其他后果承担任何责任，且公司与投资者根据本协议条款以公平商业条款购买投资者股份；

- (y) the Investor understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Capital Market Intermediaries and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, representatives, associates, partners and advisers, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

投资者了解，股份目前并不存在公开市场及公司、联席保荐人、整体协调人、联席全球协调人、资本市场中介机构及全球发售的承销商或其各自的子公司、关联公司、董事、监事（如适用）、高级职员、员工、代理人、代表、联系人、合伙人及顾问，或参与全球发售的任何其他方概无作出任何股份一直存在公开市场的保证；

- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives to the Investor or its subsidiaries will arise;

倘全球发售因任何原因而延迟或终止或并未完成，除本协议另有明确约定外，公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、员工、顾问、代理或代表不会对投资者或其附属公司产生责任；

- (aa) subject to clause 4, the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering or any part thereof; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

根据第 4 条，公司与整体协调人将全权酌情决定变更或调整(i)根据全球发售将予发行的 H 股数目或其任何部分；及 (ii)香港公开发售及国际发售的 H 股分配；

- (bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) day prior to the Listing Date;

投资者同意，总投资金额及相关经纪佣金及征费不应迟于上市日期前一日支付；

- (cc) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Global Coordinators, and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement, if any, entered into by the Investor leading up to the Investor's subscription of the Investor Shares;

投资者与公司、公司的任何股东、整体协调人、联席全球协调人和/或联席保荐人之间除本协议及保密协议（如有）外，在全球发售方面没有其他协议，这些协议是投资者为认购投资者股份而签订的；

- (dd) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and

任何对 H 股的交易均须遵守适用的法律，包括《证券及期货条例》、上市规则、《证券法》及任何其他有管辖权的证券交易所的适用法律中的交易限制；及

- (ee) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares.

除遵守本协议的限制以外的任何要约、出售、质押或其他转让，公司将不会就相关股份予以确认。

6.2. The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that:

投资者向公司、联席保荐人及整体协调人进一步声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

其已根据注册成立所在地的法例正式注册成立、有效存续及有良好的信誉，且并无就其破产、清算或清盘提交呈请、作出指令或通过有效决议案；

- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;

其具备资格接收和使用本协议项下的信息（包括但不限于本协议、招股说明书草稿和初步发售通函草稿），这不会违反适用于该投资者的所有法律，或在该投资者所在的司法管辖区内需要进行任何登记或许可；

- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

其具有拥有、使用、租赁和经营其资产以及按现有方式开展业务的法律权利和权限；

- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

其具有充分的权力、权限和能力，并已采取所有措施（包括从任何政府和监管部门或第三方获得所有必要的同意，批准和授权）来签订和交付本协议，签订并执行本协议项下拟进行之交易并履行本协议下的义务；

- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

本协议已由各投资者正式授权、签订及交付，并根据本协议的条款构成投资者须执行的合法、有效及具约束力的责任；

- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

其已采取且将于本协议期限内采取所有必要措施以履行本协议项下的责任及实行本协议及本协议项下拟进行之交易，并遵守所有相关法律；

- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and have not been invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors forthwith in writing if any of such Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

其拥有全部适用于投资者的任何相关法律订明权力、授权、能力许可及登记（“**批准**”），且已采取所需的所有行动（包括自任何政府及监管机构或第三方取得全部必要同意、批准及授权），以签订及交付本协议、订立及进行本协议拟进行之交易以及履行本协议项下或其他与认购投资者股份相关之责任，该等批准具十足效力及有效且未被撤销，批准无须受尚未达成或履行的先决条件规限，且投资者并不知悉任何致使批准可能被认定无效、撤销或搁置的事实或情况。若批准因任何原因不再具十足效力及有效，则投资者进一步同意并承诺立即通知公司、整体协调人和联席保荐人；

- (h) the execution and delivery of this Agreement by the Investor and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may

otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

投资者签订及交付本协议、履行本协议、认购投资者股份以及接纳交付投资者股份将不会触犯或导致投资者触犯(i)投资者的组织章程大纲及细则或其他组织或章程文件或(ii)投资者就本协议项下之交易须遵守的任何司法权区的法例或就投资者认购或投资者股份在其他方面分别适用于投资者的法例或(iii)对投资者具法律约束力的任何协议或其他工具或(iv)对投资者具管辖权的任何政府机关颁发的任何判决、命令或法令;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly via the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the Shenzhen Stock Exchange, the CSRC and other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the **"Regulators"**), and agrees and consents to the disclosure of such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **"Investor-related Information"**) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors (as applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

其已遵守且将遵守在与认购投资者股份有关的所有司法权区的全部适用法律, 包括透过公司、整体协调人及 / 或联席保荐人直接或间接向联交所、证监会、深交所、中国证监会及其他政府、公共、财务或监管机关或机构或证券交易所提供、或引致或促使获提供, 并协议及同意于适用的机关或机构或证券交易所 (**"监管部门"**) 规定的时间内披露有关本协

议项下拟进行交易的所有资料（包括但不限于：(i) 投资者及其最终实益拥有人和/或最终负责发出与认购投资者股份有关指令的人士的身份信息（包括但不限于其各自的姓名和注册地）；(ii) 此处拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、总投资金额及本协议下的锁定限制）；(iii) 任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于订阅者及其最终实益拥有人的身份信息及提供此类掉期安排或其他金融或投资产品的提供者）；和/或 (iv) 投资者或其实益拥有人与关联方一方与公司及其任何股东之间的任何关联关系）（统称为“**投资者相关信息**”），并在任何监管机构要求的时间内提供投资者进一步授权公司、整体协调人、联席保荐人或彼等各自联属人士向有关监管部门披露有关监管部门可能要求之有关本协议项下拟进行交易的所有资料；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

投资者拥有金融及业务事宜方面的知识及经验，以使(i)其可评估投资者股份潜在投资的优点及风险；(ii)其可承担有关投资的经济风险，包括投资投资者股份蒙受全盘损失；(iii)其已就决定是否投资投资者股份取得其认为必要或适合的所有资料；及(iv)其在投资处于类似发展阶段的公司的证券的交易方面具有丰富经验；

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors in connection with the transactions contemplated thereunder;

其日常业务为购买或销售股份或债权证或其为一名专业投资者，且通过订立本协议，就其项下拟进行之交易而言，其并非整体协调人或联席保荐人的客户；

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

其作为其本身账户的主事人及出于投资目的按自行投资基准认购投资者股份，而其无意分派其根据本协议认购的投资者股份，且投资者无权提名任何人士为公司之董事或高级职员；



- (m) it is subscribing for the Investor Shares outside the United States, it is not a U.S. Person, and is not subscribing for or acquiring the Investor Shares for the account or benefit of a U.S. Person, and is located outside the United States, and is subscribing for the Investor Shares in an “**offshore transaction**” within the meaning of Regulation S under the Securities Act and in accordance with any applicable securities laws of any state in the United States and any other jurisdictions;

如在美国境外认购投资者股份，它不是美籍人士，并且不是为美籍人士的账户或利益认购或收购投资者股份，且位于美国境外，并且符合在证券法 S 规例所指的“**离岸交易**”中进行，与美国任何州及任何其他司法管辖区的任何适用证券法律而认购投资者股份；

- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

投资者于一项豁免或毋须遵守证券法项下登记规定的交易中认购投资者股份；

- (o) the Investor and its and the Investor’s beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates: (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not or shall not constitute a “**connected transaction**” (as defined in the Listing Rules) and will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (as applicable), chief executives, senior management, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing; and (vi) do not fall under any category of the persons described under paragraph 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者及其实益拥有人及 / 或联系人，以及（如有）为其账户购买投资者股份的人士和 / 或其联系人，(i) 为独立于公司的第三方；及(ii)并非公司

的关连人士或相关联系人及投资者认购投资者股份将不会构成“**关联交易**”（定义见上市规则）以及不会导致投资者及其实益拥有人成为公司之关连人士，不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他订约方之间的任何关系且紧随完成后将独立于控制公司的任何人士及并非彼等的一致行动人士（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具备履行本协议下所有义务的财务能力；(iv)并非直接或间接由(a)公司的任何核心关联人（定义见上市规则）或(b)公司、公司的任何董事、监事（如适用）首席执行官、高级管理人员、控股股东、大股东或现有股东或其任何子公司，或其任何紧密联系人（定义见上市规则）提供资金、资助或支持的，及并不惯常接受且未曾接受任何核心关连人士有关收购、出售、投票表决或以其他方式处置公司证券的指示；(v) 与公司或其任何股东没有关联关系，除非另行以书面形式告知公司、联席保荐人和整体协调人；及(vi)不属于上市规则附录 F1 第 5 段（配售指引）所述人士的任何一类；

- (p) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

投资者将使用自有资金认购投资者股份，其没有获得且无意获得贷款或其他形式的融资来为其认购投资者股份提供资金或履行其在本协议项下的付款义务；

- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “**connected client**” of any of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the Capital Market Intermediaries, the underwriters of the Global Offering, the lead broker or any distributors. The terms “**connected client**”, “**lead broker**” and “**distributor**” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者、其实益拥有人及/或联系人以及（如有）为其账户购买投资者股份的人士和/或其联系人，各自并非全球发售之任何整体协调人、联席全球协调人、联席保荐人、联席账簿管理人、联席牵头经办人、资本市场中介机构及包销商以及牵头经纪商或任何分销商的“**关连客户**”。“**关连客户**”、“**牵头经纪商**”及“**分销商**”等词汇具有上市规则附录 F1（股本证券的配售指引）赋予之涵义；

- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。“**全权管理投资组合**”一词具有上市规则附录 F1（股本证券的配售指引）赋予之涵义；

- (s) neither the Investor its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;

投资者、其实益拥有人或彼等各自之联系人并非公司之董事（包括于之前 12 个月内任职的董事）、监事或现有股东或前述任何人士的联系人或代名人除非从联交所获得豁免或同意；

- (t) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

除非已书面通知联席保荐人和整体协调人，投资者及其实益拥有人均不属于(a)联交所 FINI 配售名单模板中列出的任何配售类别（“基石投资者”除外）或 FINI 界面或上市规则中要求披露的任何配售类别；或(b)根据上市规则（包括上市规则第 12.08A 条）要求在公司配售结果公告中注明的任何配售群体

- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者与任何“分销商”（定义见 S 规例）并无就分配 H 股订立任何合约协议且将不会订立相关协议，惟与其联属人士订立者或取得公司事先书面同意的情况除外；

- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC, the Stock Exchange, the CSRC, the Shenzhen Stock Exchange and all applicable Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors to be in breach of such provisions;

认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及联交所不时更新或修改的《新上市申请人指南》第 4.15 章及上市规则的其他任何条款，证监会、联交所、中国证监会、深圳证券交易所发布的所有相关指引，以及政府当局的所有适用法律和法规（不时更新或修改），并且将避免以任何可能导致公司、整体协调人、联席全球协调人、联席保荐人违反这些条款的方式行事；

- (w) the aggregate holding (direct and indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange ;

投资者及其紧密联系人（定义见上市规则）于公司全部已发行股份的合计持股量（直接及间接）不得导致公众人士（定义见上市规则）所持公司证券总额低于上市规则所要求或联交所另行批准的相关百分比；

- (x) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any one of the Company, its subsidiaries or connected person of the Company, by any one of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, or by any one of the Capital Market Intermediaries or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其实益拥有人及/或联系人概无在公司、附属公司或公司之任何关连人士、任何一名整体协调人或联席保荐人或任何一名资本市场中介机构或全球发售包销商的之（直接或间接）资助下根据协议认购投资者股份；投资者及其各联系人（如有）各自独立于已参与或将参与全球发售的其他投资者及彼等任何联系人且与彼等概无关联；

- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its Single Largest Shareholder Group (as defined in the Prospectus), any member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;

投资者或其关联公司、董事、高级职员、员工或代理人或公司或其单一最大股东团体（定义见招股说明书）、集团的任何成员或其各自的关联公司、董事、高级职员、监事（如适用）、员工或代理人之间未订立或将订立任何与上市规则（包括联交所不时更新和修订的《新上市申请人指南》第 4.15 章）不一致的协议或安排，包括任何附带协议；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

除本协议所订明者外，投资者与任何政府机关或任何第三方概无就任何投资者股份订立任何安排、协议或承诺；

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

除非已书面通知公司、联席保荐人和整体协调人，投资者、其实益拥有人和/或联系人未曾且将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；

- (bb) none of the Investor or any of its associates has applied for or placed an order or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, except that a waiver or consent is obtained from the Stock Exchange.

除了根据本协议，概无投资者或其任何紧密联系人通过股票邀标定价过程已申请或下单认购或被配售或将申请认购或将被配售任何全球发售下的 H 股，除非已从联交所获得豁免或同意。

- 6.3. The Investor represents and warrants to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including without limitation the Stock Exchange, the SFC, the Shenzhen Stock Exchange and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

投资者向公司、联席保荐人及整体协调人声明及保证，附表 2 所载有关其及其为成员公司的集团公司以及所有提供给监管机构和/或公司、联席保荐人和整体协调人及其各自关联公司，和/或应其要求提供的与投资者相关的信息的描述在

所有方面均为真实、完整及准确且并无误导成分。在不影响第 6.1(b) 条条文的的情况下，投资者不可撤回地同意于公司、联席保荐人及整体协调人全权认为属必要时在公开文件、营销及路演材料以及公司、整体协调人及/或联席保荐人可能就全球发售刊发之有关其他公告中提述及加载其名称及本协议的全部或部分描述（包括附表 2 所载描述）。投资者承诺尽快提供与其、其拥有权（包括最终实益拥有权）及/或公司、整体协调人及/或联席保荐人可能合理要求之事宜相关的其他方面有关的其他资料及/或证明文件，以确保其/彼等遵守适用法律及/或公司或证券登记及/或主管监管部门（包括但不限于联交所、证监会深交所及中国证监会）的要求。投资者谨此同意，于审阅投资者不时获提供有关全球发售的公开文件草拟本及其他营销材料中加载有关其及其为成员公司的集团公司的描述并作出投资者可能合理要求的有关修订（如有）后，投资者将被视为保证，有关其及其为成员公司的集团公司的描述在所有方面均为真实、完整及准确且并无误导成分。

- 6.4. The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Capital Market Intermediaries, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors as soon as possible in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者知悉第 6.1 及 6.2 条中的声明及承认乃根据香港法例及美国证券法之规定作出。投资者承认，公司、整体协调人、联席保荐人、资本市场中介机构、包销商及彼等各自之附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明、同意及承认之真实性、完整性及准确性，且倘本协议所载任何保证、承诺、声明、同意及承认在任何方面不再准确及完整或存在误导成分，其同意尽早向公司、联席保荐人及整体协调人发出书面通知。

- 6.5. The Investor agrees and undertakes that the Investor will, on demand fully and effectively, indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Capital Market Intermediaries, and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**, each an **"Indemnified Party"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or

omission hereunder, by or caused by the Investor or its officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

投资者同意及承诺，投资者将针对因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人及合伙人就认购投资者股份的行为、或者与投资者股份或本协议事宜相关的任何对本协议的违反或被指控违反，或本协议项下的任何行为或不作为，或被指控的行为或不作为导致的任何及一切损失、讼费、开支、申索、诉讼、责任、法律程序或损害（“损害”）（包括任何获弥偿方以任何方式对上述申索、诉讼或法律程序提出申辩而可能遭受或导致的任何及一切成本、收费、损失或开支）向公司、整体协调人、联席保荐人资本市场中介机构、及全球发售的包销商，各自代表其并代表其各自的联属人士，以及在证券法所指范围内控制其的任何人士及彼等各自的高级职员、董事、监事（如适用）、雇员、员工、联属人士、代理及代表（统称“获弥偿方”）按要求作出全额且有效的税后基准的弥偿且使其免受损害。投资者进一步同意，任何获弥偿方均不对作为本协议标的的任何事项对投资者承担任何责任。为免生疑问，即使本协议终止，投资者在此提供的赔偿仍应有效。

6.6. [Left Blank for Purpose]

- 6.7. Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date. The Investor also acknowledges that the Company, the Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, and the underwriters of the Global Offering, will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Sponsors and the Overall Coordinators as soon as possible in writing if any of the representations, warranties, undertakings, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的相关保证、承诺、声明、协议、确认及承认应诠释为独立的保证、承诺、声明、协议、确认及承认并视为于上市日期投资者亦知悉，公司、保荐人、整体协调人、联席全球协调人、资本市场中介人和全球发售的分销商将依赖其中所载的投资者确认和承认的真实性和准确性，如果其中的任何声明、保证、保证、确认或承认不再准确和完整或具有误导性，投资者同意尽早书面通知公司、保荐人和总协调人。

- 6.8. The Company represents, warrants and undertakes that:

公司声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the laws of the PRC;  
其已根据中国法例正式注册成立及有效存续;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

其拥有全部权力、授权及能力并已采取规定的所有行动以订立本协议及履行本协议项下的责任;

(c) subject to payment in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

根据第 4.2 条付款后及在第 5.1 条订明的禁售期规限下, 投资者股份于根据第 4.4 条交付予投资者时将为缴足股份, 并可自由转让, 且不附带所有期权、留置权、押记、按揭、质押、申索, 股权、产权负担及其他第三方权利, 及并与当时已发行及将于联交所上市的 H 股享有平等地位;

(d) none of the Company and its Single Largest Shareholder Group (as defined in the Prospectus), any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and

公司及其单一最大股东团体(定义见招股章程)、本集团之任何成员公司及彼等各自之联属人士、董事、监事(如适用)、高级职员、雇员或代理概无与任何投资者或其之联属人士、董事、监事(如适用)、高级职员、雇员或代理订立不符合上市规则(包括联交所随时间更新和修改刊发的《新上市申请人指南》的第 4.15 章)之任何安排或协议(包括附函); 及

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

除本协议规定者外, 公司及本集团之任何成员公司以及彼等各自之联属人士、董事、监事(如适用)、高级职员、雇员或代理概无与政府机关或任何第三方就任何投资者股份订立任何安排、协议或承诺。

6.9. The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall



have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

公司承认、确认及同意投资者将依赖国际发售通函所载资料且投资者将就国际发售通函拥有与于国际发售中购买 H 股的其他投资者相同的权利。

## 7. **TERMINATION 终止**

### 7.1. This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2, 4.6 or 4.7;

根据第 3.2、4.6 或 4.7 条终止；

- (b) solely by the Company, or by each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor's wholly-owned subsidiary (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

仅由公司，或由整体协调人、联席全球协调人和联席保荐人中的每一方，在投资者或投资者的全资子公司（在根据上述第 2.2 条转让投资者股份的情况下）在国际发售截止日期之前严重违反本协议（包括投资者在本协议下的陈述、保证、承诺和确认的重大违反）的情况下（尽管本协议有任何相反规定）；或

- (c) with the written consent of all the Parties.

经所有订约方书面同意后终止。

### 7.2. Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

在不影响第 7.3 条的前提下，倘本协议根据第 7.1 条终止，订约方毋须继续履行彼等各自于本协议下的责任（惟下文所载第 8.1 条下的保密责任除外），而本协议订约方的权利及责任（除下文所载第 11 条下的权利外）应终止，订约方不得针对任何其他订约方提起任何申索，惟不影响任何订约方于终止时或之前就本协议条款对其他订约方享有之权利或承担之责任。

- 7.3. For the avoidance of doubt, indemnities given by the Investor herein prescribed in clause 6.5 shall survive notwithstanding the termination of this Agreement.

为免生疑问，投资者在此按照第 6.5 条给予的弥偿保证将尽管本协议的终止继续有效。

## 8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及保密

- 8.1. Save as otherwise provided in this Agreement and the confidentiality agreement, if any, entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另有规定者以及投资者签署的保密协议，如有，外，未经其他订约方书面同意，任何订约方不得披露有关本协议或本协议拟进行之交易或涉及公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息或就此刊发任何公告。尽管有上述规定，本协议可：

- (a) to the Stock Exchange, the SFC, the Shenzhen Stock Exchange, the CSRC and/or other Regulators to which the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors in connection with the Global Offering;

向联交所、证监会、深交所、中国证监会及/或监管公司、整体协调人及/或联席保荐人的其他监管机构披露，且投资者的背景以及公司与投资者的关系可能载于公开文件、公司将予发布的其他材料及营销、路演材料以及公司、整体协调人及/或联席保荐人就全球发售将予发布的其他公告；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and

按应知方知基准披露予订约方的法律及财务顾问、核数师及其他顾问及母公司、联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理，惟该订约方应(i)促使订约方的法律、财务及其他顾问及母公司、联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理各自知悉及遵守本协议所载的所有保密责任；及(ii)对订约方的法律、财务及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理违反任何该保密责任负责；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation the Stock Exchange, the SFC, the Shenzhen Stock Exchange and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

由任何订约方按任何适用法律、对订约方拥有司法管辖权的任何政府当局（包括但不限于联交所、深交所、中国证监会及证监会）或证券交易所规则（包括根据公司（清盘及杂项条文）条例及上市规则将本协议作为重大合约向香港公司注册处提交以供登记，并使其可供展示）或任何政府当局的任何具约束力的判决、法令或规定可能规定的其他方式披露。

- 8.2. No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

投资者不得对本协议或其任何附属事项作出其他提述或披露，惟投资者提前就该披露的原则、形式及内容咨询公司、联席保荐人及整体协调人以寻求其事先书面同意则除外。

- 8.3. The Company shall use its reasonable endeavours to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. Each of T/he Investor shall cooperate with the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors and their respective counsels.

公司应尽其合理的努力，于刊发前为投资者提供任何公开文件中与本协议有关的任何声明、公司与投资者的关系及投资者的一般背景资料以供审核。投资者

应配合公司、联席保荐人及整体协调人，以确保该公开文件中的所有提述属真实、完整、准确及不含误导成分，且公开文件并无遗漏重大数据，并应及时向公司、联席保荐人及整体协调人以及其各自的顾问提供任何意见及核证文件。

- 8.4. The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation the Stock Exchange, the SFC, the Shenzhen Stock Exchange and the CSRC.

投资者承诺及时提供编制按第 8.1 条所述须作出的任何披露合理要求的所有协助（包括提供与其、其背景信息、与公司的关系及其拥有权（包括最终实益拥有权）及/或公司、整体协调人或联席保荐人可能合理要求的与其所述事项有关的其他数据有关的进一步资料及/或证明文件），以(i)于公开文件中更新本协议日期后投资者的描述及核实该等提述；及(ii)使公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记及/或主管监管机构（包括但不限于联交所、深交所、中国证监会及证监会）的要求。

## 9. NOTICES 通知

- 9.1. All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

本协议发出的所有通告应以英文或中文书写，并按第 9.2 条所要求的方式发送至以下地址：

If to the Company, to:

Address:	Office 5, 15/F, Bank of East Asia Harbour View Centre, No. 56 Gloucester Road, Hong Kong
Facsimile:	05926316330
Attention:	Mr. Lu Tashan
Email address:	tashan@jihong.cn

如寄予公司，则：

地址	:	Office 5, 15/F, Bank of East Asia Harbour View Centre, No. 56 Gloucester Road, Hong Kong
传真		05926316330
收件人	:	陆它山先生

电邮 : tashan@jihong.cn

If to the Investor, to:

Address: Unit 604, 6/F, The L. Plaza, Nos.367-375, Queen's Road Central, Hong Kong  
Facsimile: -  
Attention: Cheng Sai Kit  
Email address: Kitson.cheng@outlook.com

如寄予投资者, 则:

地址 : Unit 604, 6/F, The L. Plaza, Nos.367-375, Queen's Road Central, Hong Kong  
传真 : -  
收件人 : Cheng Sai Kit  
电邮 : Kitson.cheng@outlook.com

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong  
Facsimile: +852 2872 2101  
Attention: Project 1520 Deal Team  
Email address: [IB\\_1520@cicc.com.cn](mailto:IB_1520@cicc.com.cn)

如寄予中金, 则:

地址 : 香港中环港景街 1 号国际金融中心一期 29 楼  
传真 : +852 2872 2101  
收件人 : Project 1520 Deal Team  
电邮 : IB\_1520@cicc.com.cn

If to CMBI, to:

Address: 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central, Hong Kong  
Facsimile: +852 3900 0865  
Attention: CMBI  
Email address: [project1520@cmbi.com.hk](mailto:project1520@cmbi.com.hk); ECMs@cmbi.com.hk

如寄予招银, 则:

地址 : 香港中环花园道 3 号冠君大厦 45 楼  
传真 : +852 3900 0865  
收件人 : CMBI  
电邮 : project1520@cmbi.com.hk; ECMs@cmbi.com.hk

- 9.2. Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, when duly sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message of any notice of delivery failure), and if sent by facsimile, on receipt of confirmation of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议发出的任何通告，均须由专人送递或以电邮或邮资已付的邮件发送。任何通告如以专人送递，当发送时即视为已送达；如以电邮发送，当在发送时间之后立即被视为已送达（如发送方所用设备记录，无论邮件是否被确认，除非发送方收到自动发送的投递失败通知，否则均视为邮件已送达）；及如以邮资已付的邮件发送，（在没有提前接获的凭证下）于发送后 48 小时（或如以航空邮件发送，则为六天）被视为已送达。于非营业日的日子接获的任何通告应视为于下一个营业日接获。

## 10. GENERAL 一般事项

- 10.1. Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

各订约方确认及声明本协议已获其正式授权、签立及送递，并构成其合法、有效及有约束力的责任，并可根据其条款强制执行。除公司实施全球发售而可能要求的同意、批准及授权外，该订约方根据本协议履行其责任则毋须公司、股东或其他同意、批准或授权。各订约方进一步确认其可履行本协议所述的责任。

- 10.2. Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.

除明显错误外，公司和整体协调人真诚作出的计算和确定对于投资者股份数量、发行价格及投资者根据本协议第 4.2 条需要支付的金额以及本协议的其他目的均具有决定性和约束力。

- 10.3. The obligations of each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors as stipulated in this Agreement are several (and not joint or joint and several). None of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors will be liable for any failure on the part of any of the other the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors to perform their

respective obligations under this Agreement and no such failure shall affect the right of any of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, to the extent permitted by applicable Laws.

每个整体协调人、联席全球协调人和联席保荐人在本协议中规定的义务是各自独立的（而非共同或连带的）。任何整体协调人、联席全球协调人和联席保荐人均不对其他整体协调人、联席全球协调人和联席保荐人未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行义务的情况均不影响任何整体协调人、联席全球协调人和联席保荐人执行本协议条款的权利。尽管有上述规定，每个整体协调人、联席全球协调人和联席保荐人均有权单独或与其他整体协调人、联席全球协调人和联席保荐人共同执行其在本协议项下的任何或所有权利，前提是适用法律允许。

- 10.4. The Investor, the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement and the transactions contemplated under this Agreement.

投资者、公司、联席保荐人及整体协调人应就任何就本协议或与此有关之事项及本协议项下拟进行的交易而要求或可能要求的第三方的任何通知、同意及/或批准进行合作。

- 10.5. No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

除非本协议由所有订约方以书面形式签署或代为签署，否则不得更改或修订本协议。为避免疑义，对本协议的任何修改或变更不需要事先通知或获得任何非本协议一方的人员的同意。

- 10.6. This Agreement will be executed in the English language only. The Chinese translation of this Agreement shall only be used for reference. In the event of any discrepancies, inconsistencies or ambiguities, the English version shall prevail.

本协议将仅以英文签订。本协议的中文翻译仅供参考。在出现任何差异、不一致或歧义的情况下，应以英文版本为准。

- 10.7. Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

除相关订约方以书面方式另行协议外，各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟本协议拟进行之任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方等额承担。

- 10.8. Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement among the Parties.

时间为本协议的要素，但本协议所述任何时间、日期或期间可由订约方透过书面协议延长。

- 10.9. All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

不论是否根据第 4 条完成，只要本协议的所有条文可被执行或遵守，该等条文将继续具十足效力及有效，惟已执行的事项除外，除非彼等经订约方书面同意而终止。

- 10.10. Other than the confidentiality agreement, if any, entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

除了投资者签订的保密协议（如有），本协议构成与投资者于公司的投资有关的完整协议及各方共识。本协议取代与目标事项有关的所有先前承诺、保证、担保、声明、沟通、谅解及协议（不论书面或口头）。

- 10.11. To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

在本第 10.11 条另有规定的情况下，并非本协议订约方的人士根据合约（第三者权利）条例无权执行本协议的任何条款，惟非按合约（第三者权利）条例而存在的第三者权利，以及第三者非按合约（第三者权利）条例而可获的补救，概不受合约（第三者权利）条例影响：

- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

获弥偿方可执行及倚赖第 6.5 条，犹如获弥偿方为本协议的一方。

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).



在未经第 10.11(a)分条所述人士的同意下，本协议可被终止或撤销且任何条款可被修订、更改或放弃。

- 10.12. Each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinators or Joint Sponsors shall, severally and not jointly and not jointly and severally remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

整体协调人及联席保荐人各自均有权及获授权按其认为合适的方式及条款将所有或任何相关权利、责任、权力及酌情权转授予任何一名或多名联属人士（不论任何该等转授有否正式手续且毋须向公司或投资者发出事先通知），惟尽管有相关转授，该整体协调人或联席保荐人应各自独立，非共同对其根据本分条文获转授相关权利、责任、权力及/酌情权的任何联属人士的所有行为及疏忽负责。

- 10.13. No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

订约方延迟行使或未行使或强制执行（全部或部分）本协议或法律规定的任何权利，不应被视为解除或放弃权利或以任何方式限制该订约方进一步行使或强制执行该项权利或任何其他权利的能力。单独或部分行使任何相关权利或补救措施并不妨碍权利的任何其他行使或进一步行使或行使任何其他权利或补救措施。本协议所规定的权利、权力及补救措施可累积且不排除任何权利、权力及补救措施（不论是否由法律或以其他方式所规定）。不得豁免或暗示豁免任何违反本协议任何条文的行为，除非该豁免是以书面形式提出且由提出豁免的订约方签署。

- 10.14. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

倘于任何时间本协议的任何条文根据任何司法权区的法律在任何方面成为非法、无效或不可执行，则不得影响或损害：

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

本协议的任何其他条文在该司法权区的合法性、有效性或可执行性；或

- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

本协议任何其他条文根据任何其他司法权区的法律的合法性、有效性或可执行性。

- 10.15. This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

本协议对订约方及其各自的继任人、遗嘱执行人、管理人、继承人及允许的受让人具有约束力，且仅为彼等的利益而发生效力，而其他人士不得根据本协议或凭借本协议获取或拥有任何权利。除内部重组或重组之目的外，任何订约方不得指派或转让本协议项下所有或任何部分利益或权益或权利。本协议下的责任不可转让。

- 10.16. Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

在不影响就其他订约方遭受的所有损失及损害而向投资者提出申索的所有权利下，倘投资者于上市日期或之前所作的任何保证遭任何违反，尽管可能有任何与本协议相反之条文，公司、联席保荐人及整体协调人有权撤销本协议，且本协议订约方的所有责任应立即终止。

- 10.17. Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

各订约方向其他订约方承诺，其将执行及履行且促使其执行及履行实施本协议条款及其项下拟进行交易可能所需的有关其他文件及行为。

## 11. **GOVERNING LAW AND JURISDICTION** 规管法律及司法权区

- 11.1. This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

本协议及订约方间的关系将受香港法例规管并按此诠释。

- 11.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered

Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three (3) arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

因本协议而产生或与本协议有关之任何纠纷、争议或申索或其违约、终止或无效（“**争议**”）均应根据于提交仲裁申请当日生效的香港国际仲裁中心管辖的仲裁规则通过仲裁解决。仲裁地点应为香港，且仲裁程序的依据香港法律。仲裁员为三(3)名及仲裁程序的语言应为中文。仲裁法庭的裁定及裁决应为最终结果并对订约方具约束力，及可于任何具管辖权的法院登记及执行，且在可有效放弃的情况下，订约方不可撤销及无条件放弃任何形式的上诉、审查或诉诸任何司法机关的任何及所有权利。即使有上述条文，在指定仲裁法庭前，订约方有权向具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在并不损及国家法院管辖下可能获得的临时补救措施的情况下，仲裁法庭可全权向订约方授出临时补救措施或作出命令，要求法院修改或撤销该法院颁布的任何临时或初步救济，并就任何一方未能遵守仲裁法庭的命令判定损害赔偿。

## 12. IMMUNITY 豁免权

- 12.1. To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

倘投资者因主权或管治地位或其他方面而为其本身或其资产、财产或收益于任何司法权区的任何诉讼（包括仲裁程序）已申索或可申索豁免任何行动、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、抵销或反诉，任何法院的司法管辖权、递交法律程序文件、随附或促进执行任何判决、裁定、决定、命令或裁

决（包括任何仲裁裁决）、或授予任何救济或执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）的其他行动，或倘于任何有关诉讼程序中，任何该等豁免（不论是否申索）可归因于其本身或其资产、财产或收益，各投资人谨此不可撤回及无条件放弃并同意不会就任何有关诉讼程序申请或申索任何有关豁免。

### 13. **SERVICE OF PROCESS 法律程序文书送达**

- 13.1. The Investor irrevocably agrees to receive service of process in the proceedings in Hong Kong at its own address of Unit 604, 6/F, The L. Plaza, Nos.367-375, Queen's Road Central, Hong Kong. Such service shall be deemed completed on delivery to the address above (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地同意在香港的诉讼程序中在法律程序中使用其自有送达地址 Unit 604, 6/F, The L. Plaza, Nos.367-375, Queen's Road Central, Hong Kong 接收法律程序文件。此类送达应在送达致上述地址时被视为已完成（无论其是否被转发给投资人并被接收）。

- 13.2. If for any reason the Investor ceases to be able to have an address in Hong Kong, the Investor irrevocably agrees to appoint a process agent acceptable to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors a copy of the process agent's acceptance of that appointment, within thirty (30) days thereof.

如果由于任何原因，投资者不再具有香港地址，投资者将不可撤销地同意为公司、联席保荐人及整体协调人指定一名代收人作为替代，并向公司、联席保荐人及整体协调人在 30 日内提交代收人接受该任命的文件副本。

### 14. **COUNTERPARTS 副本**

- 14.1. This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

本协议可以任何数目副本及由有关订约方按独立副本形式签署。各副本为原始版本，惟所有副本共同构成一份相同文据。通过电邮附件（PDF）或传真递交本协议已签署副本签署页应为有效的递交形式。

**For and on behalf of:**

**代表:**

**Xiamen Jihong Co., Ltd**

**廈門吉宏科技股份有限公司**

**Signed by:**

**由以下人士簽署:**



**Name: Zhuang Hao**

**姓名: 庄浩**

**Title: Director**

**职衔: 董事**

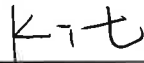
**For and on behalf of:**

**代表:**

**TIMBER KANGAROO CAPITAL LIMITED**

**Signed by:**

**由以下人士签署:**



**Name:**

**姓名: CHENG SAI KIT**

**Title**

**职衔: Director**

为且代表 For and on behalf of

招银国际融资有限公司 CMB International Capital Limited

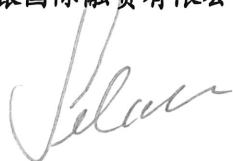


姓名：杨天啸 Laura YANG

职务：执行董事 Executive Director

[基石投资协议签字页]

为且代表 For and on behalf of  
招银国际融资有限公司 CMB International Capital Limited



---

姓名：萧善维 Selwyn Siu  
职务：董事总经理 Managing Director

[基石投资协议签字页]

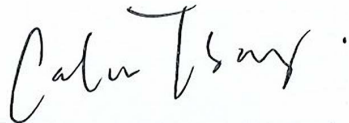


为且代表

中国国际金融香港证券有限公司

For and on behalf of

China International Capital Corporation Hong Kong Securities Limited

A handwritten signature in black ink, appearing to read "Calvin Tsang". The signature is written in a cursive, flowing style.

姓名：曾智聪 TSANG Chi Chung

职务：执行总经理 Executive Director

[基石投资协议签字页]

## SCHEDULE 1 附表 1

### INVESTOR SHARES 投资者股份

#### Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 3,000,000 (calculated at an exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of H Shares; provided that if there are differences between the exchange rate quoted in the Prospectus and the exchange rate on the actual date of payment, the Overall Coordinators and the Company shall have the sole and absolute discretion to adjust the number of Investor Shares based on the actual amount of Hong Kong dollar received from the Investor.

投资者股份数目应等于(1)等值于美元 3,000,000 的港元（按招股说明书中所引用的汇率计算）（不含投资者就投资者股份支付的经纪佣金及征费）除以(2)发售价（约减至最接近的每手股份的买卖单位）；如果招股说明书所引用的汇率与实际支付日期的汇率存在差异，整体协调人和公司将有唯一和绝对的酌情权根据从投资者收到的实际港元金额调整投资者股份的数量。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange.

根据上市规则第 18 项应用指引第 4.2 段、联交所发布的《新上市申请人指南》第 4.14 章（不时更新和修订）及联交所所授予的豁免（如有），倘香港公开发售超额认购，供投资者根据本协议认购的投资者股份数目可能受到国际发售与香港公开发售之间 H 股重新分配的影响。倘香港公开发售的 H 股总需求符合公司最终招股章程中「全球发售的架构—香港公开发售—重新分配」一节所载的情况，投资者股份数目可能按比例减少以满足香港公开发售的公众需求。此外，为满足(i)上市规则第 8.08(3)条的规定（该条规定三大公众股东不能实益拥有超过 50%在上市日由公众持有的股份），公司、整体协调人和联席保荐人可全权酌情调整投资者股份数量的分配。(ii)上市规则第 8.08(1)(a)条规定的最低公众持股量要求或联交所批准的其他要求。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 of, and the placing guidelines set out in Appendix F1 to the Listing Rules.

为避免疑义，投资者同意，整体协调人将有唯一的酌情权决定是否为遵守上市规则的相关最低要求（包括但不限于上市规则第 8.08 条下的公众持股量要求及上市规则附录 F1 中规定的配售指引）而拒绝国际发售中投资者（及国际发售中的其他基石投资者）以外的投资者的所有或任何部分订单。

## SCHEDULE 2 附表 2

## PARTICULARS OF INVESTOR 投资者详情

## The Investor

Place of incorporation: 注册成立地点:	The British Virgin Islands
Certificate of incorporation number: 统一社会信用代码:	/
Business registration number: 商业登记号码:	2056993
Principal activities: 主要业务:	an investment institution and its principal business activities include investment management and investment advisory services, focusing primarily on investments in the technology, consumer, healthcare, and financial sectors
Ultimate controlling shareholder: 最终控股股东:	Mr. Cheng Sai Kit
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点:	/
Principal activities of ultimate controlling shareholder: 最终控股股东的业务:	/
Shareholder and interests held: 股东及所持权益:	wholly owned by Mr. Cheng Sai Kit
Description of the Investor for insertion in the Prospectus: 于公开文件中插入的投资者描述:	<p>Timber Kangaroo Capital Limited (“<b>Timber Kangaroo</b>”) was incorporated in the British Virgin Islands on 12 March 2021. Timber Kangaroo is an investment institution and its principal business activities include investment management and investment advisory services, focusing primarily on investments in the technology, consumer, healthcare, and financial sectors. As of June 30, 2024, the net asset value of Timber Kangaroo was approximately HK\$308 million.</p> <p>Timber Kangaroo is wholly owned by Mr. Cheng Sai Kit (鄭世傑), an independent third party. Timber Kangaroo confirmed that</p>

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:

all necessary approvals have been obtained with respect to the Cornerstone Placing and that no specific approval from any stock exchange (if relevant) is required for the relevant cornerstone investment.

Cornerstone Investor

**CORNERSTONE INVESTMENT AGREEMENT 基石投资协议**

**15 MAY 2025**  
**2025 年 5 月 15 日**

**XIAMEN JIHONG CO., LTD**  
**廈門吉宏科技股份有限公司**

**AND 及**

**YULONG INTERNATIONAL CAPITAL LIMITED**  
**昱龍國際資本有限公司**

**AND 及**

**CHINA INTERNATIONAL CAPITAL CORPORATION**  
**HONG KONG SECURITIES LIMITED**  
**中国国际金融香港证券有限公司**

**AND 及**

**CMB INTERNATIONAL CAPITAL LIMITED**  
**招银国际融资有限公司**

**(in alphabetical order)**  
**[按英文字母顺序排列]**

## TABLE OF CONTENTS 目录

### PAGE 页码

1.	DEFINITIONS AND INTERPRETATIONS 释义及诠释.....	2
2.	INVESTMENT 投资 .....	13
3.	CLOSING CONDITIONS 交割条件.....	15
4.	CLOSING 交割 .....	18
5.	RESTRICTIONS ON THE INVESTOR 投资者限制.....	20
6.	ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证 .....	25
7.	TERMINATION 终止.....	48
8.	ANNOUNCEMENTS AND CONFIDENTIALITY 公告及保密 .....	49
9.	NOTICES 通知 .....	51
10.	GENERAL 一般事项 .....	53
11.	GOVERNING LAW AND JURISDICTION 规管法律及司法权区.....	57
12.	IMMUNITY 豁免权 .....	58
13.	SERVICE OF PROCESS 法律程序文书送达 .....	59
14.	COUNTERPARTS 副本 .....	59
	SCHEDULE 1 附表 1 .....	64
	INVESTOR SHARES 投资者股份 .....	64
	SCHEDULE 2 附表 2 .....	66
	PARTICULARS OF INVESTOR 投资者详情 .....	66

**THIS AGREEMENT** (this “**Agreement**”) is made on 15 May 2025

本协议（本“协议”）于 2025 年 5 月 15 日订立：

**BETWEEN:** 订约方为：

- (1) **Xiamen Jihong Co., Ltd**, a joint stock company incorporated in the People’s Republic of China with limited liability, whose registered office is at No. 9 Putou Road, Dongfu Industry Park II, Haicang District, Xiamen, Fujian Province, PRC (the “**Company**”);

厦门吉宏科技股份有限公司，一家在中国注册成立的有限公司，其注册办事处位于中国福建省厦门市海沧区东孚工业区二期浦头路 9 号（“公司”）；

- (2) **Yulong International Capital Limited**, a company limited by shares incorporated in the British Virgin Islands whose registered office is at Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands (the “**Investor**”);

昱龍國際資本有限公司，是一间于英属维尔京群岛注册成立的股份有限公司，其注册办事处位于 Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands（“投资者”）；

- (3) **China International Capital Corporation Hong Kong Securities Limited** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”).

中国国际金融香港证券有限公司，地址为香港中环港景街 1 号国际金融中心一期 29 楼（“中金”）；及

- (4) **CMB International Capital Limited** of 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central, Hong Kong (“**CMBI**”; **CICC** and **CMBI** (in alphabetical order), the “**Joint Sponsors**”, the “**Overall Coordinators**” or the “**Joint Global Coordinators**”).

招银国际融资有限公司，地址为香港中环花园道 3 号冠君大厦 45 楼（“招银”；招银与中金（按英文字母顺序排列）统称“联席保荐人”、“整体协调人”或“联席全球协调人”）。

**WHEREAS:**

鉴于：

- (A) The Company is incorporated in the People’s Republic of China and is registered in Hong Kong as a non Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered share capital of 384,769,288 A Shares with a nominal value of RMB1.00 each.

公司本公司于中华人民共和国注册成立，并根据《公司条例》第 16 部在香港注册为非香港公司。截至本协议签订之日，公司注册资本为 384,769,288 股 A 股（定义见下文），每股面值为人民币 1.00 元。

- (B) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:



公司已申请其 H 股（定义见下文）以全球发售之方式于联交所（定义见下文）上市（“上市”）（“全球发售”），包括：

- (i) a public offering by the Company for subscription of 6,791,000 H Shares (as defined herein below and subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

公司初步公开发售 6,791,000 H 股（定义见下文并可重新分配）以供香港公众认购（可予重新分配）（“香港公开发售”），及

- (ii) a conditional placing of 61,119,000 H Shares (as defined herein below, and subject to reallocation) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者配售）有条件配售公司初步发售的 61,119,000 H 股（定义见下文，可予重新分配与否而定）（“国际发售”）。

- (C) CICC and CMBI (in alphabetical order) are acting as Joint Sponsors, Overall Coordinators and Capital Market Intermediaries to the Global Offering.

中金及招银为上市的联席保荐人、全球发售的整体协调人及联席全球协调人。

- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

在国际发售中，投资者有意在本协议所载条款及条件的规限下并据此认购投资者股份（定义见下文）。

**IT IS AGREED** as follows:

协议如下：

## 1. **DEFINITIONS AND INTERPRETATIONS** 释义及诠释

- 1.1. In this Agreement, including its schedules and recitals, each of the following words, terms and expressions shall, unless the context requires otherwise, have the following meanings unless the context otherwise requires:

除文义另有所指外，于本协议（包括其附表及引言）中，下列各词汇、术语及表述具有以下涵义：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of

the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**联属人士**”指就特定个人或实体而言，除文义另有所指外，透过一个或多个中介公司直接或间接控制特定个人或实体或受特定个人或实体控制或共同控制的任何个人或实体。就本释义而言，“控制”一词（包括“控制”、“受控制”及“受共同控制”等词汇）指不论透过拥有投票权证券、以合约或其他方式直接或间接拥有可支配或促使支配该人士的管理及政策的权力；

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong;

“**会计及财务汇报局**” 指香港会计及财务汇报局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**总投资金额**”指等于发售价乘以投资者股份数目的金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**批准**” 具有第 6.2(g)条赋予该词之涵义；

“**A Share(s)**” means ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are listed on the Shenzhen Stock Exchange and traded in RMB;

“**A 股**” 指公司发行的普通股，每股面值人民币 1.00 元，在深圳证券交易所上市，以人民币交易；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**联系人/紧密联系人**”具有上市规则赋予该词之涵义，而“**联系人/紧密联系人**”应按此诠释；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules of the Listing Rules;

“**经纪佣金**”指如上市规则的费用规则第 7(1)段之规定，按总投资金额 1%计算的经纪佣金；

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**营业日**”指香港持牌银行一般向香港公众开放办理一般银行业务以及联交所开放证券交易业务的任何日子（不包括星期六、星期日及香港公众假期）；

“**Capital Market Intermediary(ies)**” means the capital market intermediary(ies) appointed by the Company for the purpose of the Global Offering and shall have the

meaning ascribed to such term in the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission;

"**资本市场中介机构**" 指公司为全球发售而委任的资本市场中介机构，并具有《证券及期货事务监察委员会持牌人或注册人操守准则》赋予该术语的含义；

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

"**中央结算系统**"指香港中央结算有限公司成立及运作的中央结算及交收系统；

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

"**完成**"指根据本协议条款及条件完成认购投资者股份；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**公司条例**" 指香港法例第 622 章公司条例，包括其不时的修订、补充或以其他方式的变更；

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**公司（清盘及杂项条文）条例**"指香港法例第 32 章公司（清盘及杂项条文）条例，包括其不时的修订、补充或以其他方式的变更；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;

"**关连人士/核心关连人士**"具有上市规则赋予该词之涵义，而"**关连人士/核心关连人士**"应按此诠释；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

"**关联关系**" 具有中国证监会《申报规则》赋予该术语的含义；

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**合约（第三者权利）条例**" 指香港法例第 623 章合约（第三者权利）条例，包括其不时的修订、补充或以其他方式的变更；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

“**控股股东**”除文义另有所指，具有上市规则赋予该词之涵义，而“**控股股东**”应按此诠释；

“**CSRC**” means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“**中国证监会**”指中国证券监督管理委员会，负责中国全国证券市场监督管理的监管机构；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“**中国证监会备案办法**”指中国证监会发布的《境内企业境外发行证券并上市管理试行办法》及配套指引、经不时修订、补充或以其他方式修改；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly;

“**处置**”包括，就任何相关股份而言，直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

不论直接或间接、有条件或无条件发售、质押、押记、销售、按揭、出借、设立、转让、出让或以其他方式处置任何法律或实益权益（包括通过设立或任何协议以设立或出售或授出或同意出售或授出任何购股权或合约以购买、认购、出借或以其他方式转让或处置或设立任何认股权证或权利以购买、认购、出借或以其他方式转让或处置的权利，或购买或同意购买任何购股权、合约、认股权证或出售的权利），或就相关股份或任何可转换为或可行使或可交换有关相关股份的其他证券的任何法律或实益权益设立任何性质的第三方权利，或代表有权收取有关相关股份或当中任何权益或订约如此行事的第三方权利；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences of such Relevant Shares or such other securities or any interest in them; or

订立任何掉期或其他安排，以向他人全部或部分转让任何所有权附带条件，包括相关股份之任何实益拥有权或当中任何权益或有关相关股份或有关其他证券之任何经济影响或事件或当中任何权益；或

- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

直接或间接订立与上文第(i)或(ii)项所述任何上述交易具有相同经济效果之任何交易；或

- (iv) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

同意或订约或公开宣布或披露有意订立上文第(i)、(ii)及(iii)项所述任何上述交易，在各情况下，不论上文第(i)、(ii)及(iii)项所述任何上述交易是否以相关股份或相关其他可转换为或可行使或可交换为相关股份的其他证券以现金或其他方式结算；而“**处置**”应按此诠释；

“**FINI**” shall have the meaning ascribed to such term to in the Listing Rules;

“**FINI**” 具有《上市规则》赋予该术语的含义；

“**Global Offering**” has the meaning given to it in Recital (B);

“**全球发售**”具有引言(B)赋予该词之涵义；

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange (including, without limitation, the Stock Exchange, the Shenzhen Stock Exchange, the SFC and the CSRC), self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

“**政府机构**”指任何政府、监管或行政委员会、局所、团体、机关或代理，或任何证券交易所（包括但不限于联交所、深交所、证监会和中国证监会）、自律组织或其他非政府监管机关，或任何法院、司法机构、法庭或仲裁庭，不论是国家、中央、联邦、省级、州级、地区、市级、地方、国内、国外还是超国家级别；

“**Group**” means the Company and its subsidiaries;

“本集团”指公司及其附属公司；

“HK\$” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“港元”指香港法定货币；

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“香港”指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (B);

“香港公开发售”具有引言(B)赋予该词之涵义；

“**H Share(s)**” means 67,910,000 overseas listed foreign share(s) (境外上市股份) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

"H 股" 指本公司股本中 67,910,000 股境外上市外资股，每股面值人民币 1.00 元，将以港元认购和交易，并已申请在联交所上市和交易；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

“获弥偿方”具有第 6.5 条赋予该词之涵义，而按文义所指，“弥偿方”指当中任何一方；

“**International Offering**” has the meaning given to it in Recital (B);

“国际发售”具有引言(B)赋予该词之涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“国际发售通函”指预期将由公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

"投资者相关信息" 具有第 6.2(i)条赋予的含义；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“投资者股份”指由投资者在国际发售中根据本协议条款及条件认购并根据附表 1 计算并由公司及整体协调人厘定的 H 股数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including without limitation the Stock Exchange, the Shenzhen Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“**法律**”指所有相关司法权区内任何政府机关（包括但不限于联交所、深交所、证监会和中国证监会）的所有法律、法令、立法、条例、规则、法规、指引、意见、通告、通函、指令、规定、命令、判决、判令或裁定；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“**征费**”指在各情况下，总投资金额中 0.0027% 证监会交易征费（或于上市日期现行的交易征费）、0.00565% 联交所交易费（或于上市日期现行的交易费）及 0.00015% 会计及财务汇报局交易征费（或于上市日期现行的交易征费）的总和；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

“**上市日期**”指 H 股在联交所主板首次上市的日期；

“**Listing Guide**” means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**新上市申请人指南**”指新上市申请人指南，包括其不时的修订、补充或以其他方式变更；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Listing Guide and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

“**上市规则**”指香港联合交易所有限公司证券上市规则，新上市申请人指南以及联交所的上市决定、指引以及其他规定，包括其不时的修订、补充或以其他方式变更；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

“**禁售期**”具有第 5.1 条赋予该词之涵义；

“**Offer Price**” means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

“**发售价**”指根据全球发售将予发售或出售的 H 股的每股最终港元价格（不包括经纪佣金及征费）；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

“**订约方**”指本协议列明的订约方；而“**订约方**”按文义所指，为当中任何一方；

“**PRC**” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

“**中国**”指中华人民共和国，惟仅就本协议而言，不包括香港、中国澳门特别行政区及台湾；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“**初步发售通函**”指预期将由公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“**专业投资者**”具有证券及期货条例附表 1 第 1 部分赋予该词的涵义；

“**proprietary investment basis**” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“**自营投资基础**”指投资者为其自身账户和投资目的而进行的投资，但不作为任何第三方的代理，无论该投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“**招股章程**”指公司就香港公开发售将在香港发布的最终招股章程；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“**公开文件**”指公司将就国际发售发出的初步发售通函、任何定价补充及国际发售通函、公司就香港公开发售将在香港发出的招股章程及申请表格以及公司就全球发售可能发出的相关其他文件及公告，各自经不时修订或补充；

“**Regulation S**” means Regulation S under the Securities Act;



“S 规例”指证券法 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);

“监管部门”具有第 6.2(i) 条赋予该词之涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组由投资者股份衍生的公司任何股份或其他证券，或当中任何权益（不论相关交易以现金或其他方式结算）；

“**RMB**” means Renminbi, the lawful currency of the PRC;

“**RMB**” 指人民币，即中华人民共和国的法定货币；

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“**证券法**”指 1933 年美国证券法，包括其不时的修订、补充或以其他方式的变更，以及根据该法律颁布的规则及法规；

“**SFC**” means The Securities and Futures Commission of Hong Kong;

“**证监会**”指香港证券及期货事务监察委员会；

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“**证券及期货条例**”指香港法例第 571 章证券及期货条例，包括其不时的修订、补充或以其他方式的变更；

“**Shares**” means the ordinary share of the Company having a nominal value of RMB1.00 each, comprising A Shares and H Shares;

“**股份**”指公司股本中每股面值 1.00 人民币的普通股，由 A 股和 H 股组成；

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**联交所**”指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

“**附属公司**”具有公司条例赋予该词之涵义；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**美国**”指美利坚合众国，其领土、属地及美国任何洲及哥伦比亚区；

“**US\$**” or “**US dollar**” means the lawful currency of the United States; and

“**美元**”指美国法定货币；及

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act.

“**美籍人士**”具有 S 规例赋予该词之涵义。

1.2. In this Agreement, unless the context otherwise requires: 于本协议中，除文义另有所指外：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

对“**条文**”、“**分条文**”或“**附表**”的提述指本协议的条文、分条文或附表；

- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

索引、条文及附表标题仅出于便利目的插入，并不影响本协议的解释或诠释；

- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

引言及附表构成本协议的组成部分，应具有同等效力及作用，犹如本协议正文所订明者，而任何对本协议的提述应包括引言及附表；

- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

单数词汇具有复数词涵义（反之亦然），而某一种性别词汇应包括另一性别；

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

对本协议或其他文据的提述包括其任何更改或取代；

- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:

对法令或法定条文的提述包括对以下内容的提述：

- (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;  
  
不时综合、修订、补充、修改、重新制定或由任何法令或法定条文取代的法令或条文；
- (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and  
  
获重新制定（不论有否修改）的任何被废除法令或法定条文；及
- (iii) to any subordinate legislation made under it;  
  
据此制定的任何附属法例；
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;  
  
"条例" 包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何条例、规则、正式指令、意见、通知、通告、命令、要求或准则（无论是否具有法律效力）；
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;  
  
除另有指明外，对时间及日期的提述分别指香港时间及日期；
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);  
  
对“人士”的提述包括对个人、商号、公司、法人团体、非公司组织或机构、政府、州或州机构、合营企业、联属公司或合伙公司（不论是否有独立法人特质）的提述；
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and  
  
对“包括”的提述应诠释为包括但不限于；及
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

就香港以外任何司法权区的任何行动、济助、司法方式或程序、法律文件、法律地位、法院、官方或任何法律概念或事件的法律词汇的提述被视为包括该司法权区最类近香港的法律词汇。

## 2. INVESTMENT 投资

- 2.1. Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

待下文第 3 条所述条件获达成（或获订约方共同豁免，惟第 3.1(a), 3.1(b), 3.1(c) 及 3.1(d)条所载条件不可豁免及第 3.1(e)条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免）及在本协议的其他条款及条件规限下：

- (a) the Investor will subscribe for, and the Company will issue, allot and place and/or the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

根据国际发售及作为国际发售的一部分，投资者将于上市日期延迟交付日期透过整体协调人及/或其联属人士以国际发售有关部分的国际包销商代表的身份按发售价认购投资者股份，公司将向投资者发行、配发及配售投资者股份，而整体协调人将分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份予投资者；及

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金及征费。

- 2.2. The Investor may elect by notice in writing served to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not subscribing for or acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) subscribing for or acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

投资者可选择于不迟于上市日期前三（3）个营业日向公司、联席保荐人及整体协调人发出书面通知，透过其全资附属公司认购投资者股份，而该全资附属公司乃专业投资者且(i)非美籍人士且并非为美籍人士的账户或利益认购或购买投资者股票；(ii)位于美国境外；且(iii)根据 S 规例以离岸交易认购或购买投资者股份，惟：

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and

投资者须促使该全资附属公司在该日向公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、声明、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、保证、声明、承诺、承认及确认，须视为由投资者本人作出及代表投资者附属公司作出，及

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

投资者(i)无条件及不可撤回地向公司、联席保荐人及整体协调人保证该等全资附属公司将妥为准时履行及遵守所有其于本协议下的协定、责任、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第6.5条向各获弥偿方作出全面有效之弥偿及继续按要求作出弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

投资者于第2.2条下的责任构成按要求向公司、整体协调人或联席保荐人支付该等全资附属公司根据本协议须支付的任何款项及按要求及时履行该等全资附属公司于本协议下的任何责任的直接、主要及无条件责任，而公司、整体协调人或联席保荐人毋须事先对该等全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中应诠释为包括该等全资附属公司。

## 2.3. [Left Blank for Purpose].

[特意留空]

- 2.4. The Company and the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

公司与整体协调人（代表他们本身、资本市场中介机构及全球发售包销商）将按彼等可能协议的方式厘定发售价。投资者股份的准确数目最终将由公司与整体协调人根据附表 1 厘定，且有关决定将为最终决定及对投资者具约束力，惟明显错误除外。

### 3. CLOSING CONDITIONS 交割条件

- 3.1. The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors) at or prior to the Closing:

根据第 2.1 条，投资者根据本协议认购投资者股份的责任、公司发行、配发及配售投资者股份的责任及整体协调人分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份的责任仅于以下各项条件完成或之前获达成或订约方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免及第 3.1(e)条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免）后，方可作实：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering (the “**Underwriting Agreements**”) being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in the Underwriting Agreements, and none of the Underwriting Agreements having been terminated;

香港公开发售及国际发售包销协议已告订立及生效及成为无条件，而其中所载完成之所有先决条件最迟须于该等包销协议所订明的时间及日期达成或获豁免（根据各自之原订条款或其后豁免或获相关订约方协议修订）且上述包销协议并未终止；

- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering), according to the Underwriting Agreements and the price determination agreement to be signed among the parties thereto in connection with the Global Offering;

发售价已由公司与整体协调人（代表全球发售包销商）协议，根据包销协议和双方将就全球发售签署的价格确定协议；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准 H 股（包括投资者股份）上市及买卖并授出其他适用豁免及批准，且有关批准、许可或豁免于 H 股在联交所开始买卖前并无被撤回；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

任何政府机关概无制定或颁布法律而禁止完成全球发售中或根据本协议拟进行的交易，亦无主管司法权区的法院或政府机关发出命令或禁令阻止或禁止完成有关交易；及

- (e) the respective representations, warranties, acknowledgements, undertakings, acknowledgements, and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

截至本协议日期并将截至上市日期，投资者于本协议项下的声明、保证、承诺、承认及确认在所有方面均属准确、真实及完整，且无误导成份，而投资者并无严重违反本协议。

- 3.2. If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives shall cease and terminate; provided that termination of this Agreement

pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

倘第 3.1 条所载的任何条件于本协议日期后一百八十 (180) 日当日或之前 (或公司、投资者、整体协调人及联席保荐人可能书面协议的其他时间及/或日期) 并未达成或获订约方共同豁免 (惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免及第 3.1(e)条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免), 则投资者购买投资者股份的责任以及公司及整体协调人发行、配发、配售、分配及/或交付 (视情况而定) 或促使发行、配发、配售、分配及/或交付 (视情况而定) 投资者股份的责任将告停止, 而投资者根据本协议向任何其他订约方支付的任何款项将由有关其他订约方在切实可行的范围内并在商业上可行的情况下尽快不计利息偿还予投资者, 且本协议将告终止及不具效力, 而公司、整体协调人及/或联席保荐人或其各自的关联公司、董事、监事 (如适用)、高级职员、雇员和代表的所有责任及义务将告停止及终止, 惟根据第 3.2 条终止本协议概不会损害协议任何订约方于该终止时或之前就其条款对其他订约方已存在之权利或责任。为免生疑, 本条款任何内容不应被诠释为授予投资者任何权利就违反投资者于本条项下上述日期止期间根据本协议作出的相关声明、保证及承诺、承认及确认作出补救。

- 3.3. The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors, or any of their respective directors, officers, employees, advisors, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors or their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates on the basis that the Global Offering is delayed, terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

投资者承认, 无法保证全球发售将会完成或不会推迟或终止, 倘全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或发售价不在公开文件中列明的指示性范围内, 公司、整体协调人、联席保荐人、整体协调人及/或联席全球协调人及其各自的董事、管理人员、员工、顾问、代理人、代表、关联方、合伙人和彼等各自的联属人士不会对投资者承担任何责任。投资者谨此放弃以全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或如发售价不在公开文件中列明的指示性范围内为由向公司、整体协调人、联席保荐人、整体协调人及/或联席全球协调人及其各自的董事、管理人员、员工、顾问、代



理人、代表、关联方、合伙人和彼等各自的联属人士提出任何申索或采取行动的任何权利（如有）。

#### 4. CLOSING 交割

- 4.1. Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

在第 3 条规限下及根据第 4 条，根据国际发售及作为国际发售的一部分，投资者将透过整体协调人（及/或其各自的联属人士）以国际发售有关部分的国际包销商代表的身份按发售价认购投资者股份。因此，投资者股份认购将于国际发售完成时，按照公司与整体协调人确定的时间和方式，进行。

- 4.2. The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit no later than one (1) day prior to the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

不论投资者股份的交付时间，投资者应于上市日期前不迟于足一（1）个营业日通过以港元实时可用资金，将总投资金额（该等资金不作任何扣减或抵销）悉数电汇至整体协调人于上市日期前不迟于足两（2）个营业日可能书面知会投资者的有关港元银行账户。有关通知应包括（其中包括）付款账户详情及投资者根据本协议应付的总金额。

- 4.3. Delivery of, the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Investor may agree in writing.

投资者股份的交付亦可通过公司、整体协调人、联席全球协调人、联席保荐人及投资者书面同意的任何其他方式进行。

- 4.4. Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

待根据第 4.2 条就投资者股份妥为付款及收款后，透过中央结算系统向投资者交付投资者股份（视情况而定）应透过中央结算系统将投资者股份直接存入中央结算系统，以寄存入有关中央结算系统投资者户口持有人股份户口或投资者最迟于上市日期前三（3）个营业日可能书面知会整体协调人的中央结算系统股票账户。

4.5. [Left Blank for Purpose]

[特意留空]

- 4.6. If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors may have against the Investor or its beneficial owner(s) arising out of its failure to comply with its obligations under this Agreement). The Investor or its beneficial owner(s) shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

倘并未于本协议列明的时间及以本协议列明的方式收到或结清总投资金额及相关经纪佣金及征费（不论全部或部分）款项，公司、联席保荐人及整体协调人保留权利各自全权酌情终止本协议，于该情况下，公司、联席保荐人及整体协调人的所有责任及义务将告停止及终止（但不影响公司、联席保荐人及整体协调人因投资者或其实益拥有人未能遵守其于本协议下的责任而可能对其提出的任何申索）。根据第 6.5 条，投资者或其各自的实益拥有人于任何情况下须就各获弥偿方可能蒙受或因认购投资者股份而产生或与认购投资者股份有关之任何损失及损害（包括但不限于投资者未能悉数支付总投资金额及经纪佣金及征费）向其作出弥偿、使其免受损害及应要求按除税后基准悉数弥偿。

- 4.7. The Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors and their respective affiliates respectively shall not be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement if any of them is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus, SARS and the COVID-19, declaration of a national, international or regional state of emergency, disaster, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transportation disruption, paralysis in or breakdown of government operation, public disorder, political instability or threat,

outbreak and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like in which case each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors and their respective affiliates shall be entitled to terminate this Agreement forthwith.

公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方在履行本协议项下的义务中各自将不对任何不可履行或迟延履行承担责任，且公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方各自有权终止本协议，若在各自情况下该不可履行或迟延履行行为由于公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方（视情况而定），包括但不限于，天灾、水灾、疾病、流行病或大流行的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症，H1N1 流感、H5N1、MERS、埃博拉病毒、SARS 和 COVID-19 或其各自的相关/变异形式或变种（除非在本协议日期存在且没有任何进一步的实质性恶化））、国家性或国际性或地区性紧急情况的宣布、灾害、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公众混乱、政治动荡或敌对行动的威胁、爆发和升级、战争（已宣告或未宣告）、恐怖袭击、火灾、骚乱、叛乱、国内动荡、罢工、封锁、其他行业运动、电力或其他供应停止、空难、技术障碍、事件性或机械性或电力方面的崩溃、计算机系统障碍或任何金钱转账系统障碍、禁运、劳动纠纷和现存或将来的法律的变更，以及任何现存的或将来的政府活动等，在此情况下，本公司、整体协调人、全球联合协调人、联席保荐人和/或其各自的关联方均有权立即终止本协议。

## 5. RESTRICTIONS ON THE INVESTOR 投资者限制

- 5.1. Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months starting from and inclusive of the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iv) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case

whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

受制于第 5.2 条，投资者同意并向公司、联席保荐人及整体协调人各自契诺及承诺，在未经公司、联席保荐人及整体协调人各自事先书面同意的情况下，**投资者**将不得，且需促使其根据第 5.2 条受让任何投资者股份的全资附属公司不得且将确保其各自的关联方不会，（不论直接或间接）于上市日期起及包括当日的六（6）个月期间（“禁售期”）任何时间(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体的任何权益（包括可转换为或可交换为或可行使或代表接收上述任何证券的权利的任何证券）；(ii) 容许自己在最终实益拥有人的层面上，进行控制权的改变（按证监会颁布的《公司收购、合并及股份回购守则》所界定）；(iii) 直接或间接订立任何与上述任何交易具相同经济影响的交易；及(iv) 同意或订立合约，或宣布有意与第三方订立任何上述（i）、（ii）和（iii）中所述的交易，在每种情况下不论任何上述（i）、（ii）和（iii）中所述的交易是否将通过交付相关股份或可转换为或可行使或可交换为相关股份的其他证券或以现金或其他方式结算。

Subject to the above paragraph, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary agrees, covenants with and undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that, at any time after the expiry of the Lock-up Period, in the event that the Investor or its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) enters into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary)) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the H Shares or the A Shares and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

在上段的规限下，投资者为其本身及代表其全资附属公司(如投资者股份将由该全资附属公司持有)向本公司、整体协调人、联席全球协调人及联席保荐人同意、约定并承诺，在禁售期届满后的任何时间，如投资者或其全资附属公司（如投资者股份将由该全资附属公司持有）进行任何交易以出售任何有关股份，或同意或订约 或宣布有意订立该等交易，投资者（为其本身或代表其全资附属公司（如投资者股份将由该全资附属公司持有））须采取商业上合理的步骤，以确保该等处置不会造成 H 股或 A 股市场的混乱和虚假，并须遵守所有适用法律、法规和所有具司法管辖权的证券交易所的规则、包括但不限于上市规则、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

- 5.2. Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

第 5.1 条所载内容并无阻止投资者向投资者的任何全资附属公司转让全部或部分相关股份，惟在所有情况下：

- (a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors may require;

向公司、整体协调人、联席全球协调人及联席保荐人发出不少于五(5)个营业日、有关该转让的书面通知，该通知须载有该全资附属公司的身份，以及本公司、整体协调人、联席全球协调人和联席保荐人可能要求的、令本公司、整体协调人、联席全球协调人和联席保荐人满意的证据，以证明准受让人是投资者的全资附属公司；

- (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favour of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

于有关转让前，该全资附属公司按公司、联席保荐人及整体协调人满意的条款及以彼等为受益人作出书面承诺，同意且各投资者承诺促使该全资附属公司遵守投资者于本协议项下的责任（包括但不限于本第 5 条对投资者施加的限制），犹如该全资附属公司本身须遵守该等责任及限制；

- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations, undertakings and warranties as provided in clause 6;

该全资附属公司将被视为已作出与第 6 条所规定者相同的承认、陈述、承诺及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

投资者及投资者的该全资附属公司将被视作彼等所持全部相关股份的投资者且应共同及个别承担本协议施加的全部责任及义务；

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately,

and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a five (5) business days' prior written notice described in (a) above and a written undertaking (addressed to and in favour of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, representations, undertakings and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

倘于禁售期届满前任何时间，该全资附属公司不再或将为不再为投资者的全资附属公司，其应（及投资者应促使该附属公司应）实时（且在任何情况下须于不再为投资者的全资附属公司前）将其持有的相关股份悉数及有效转让予投资者或投资者的另一全资附属公司，该附属公司须按公司、联席保荐人及整体协调人满意的条款及以彼等为受益人作出或由投资者促使发出上文(a)段所述的五(5)个营业日前的书面通知及书面承诺，同意遵守并促使该全资附属公司将遵守投资者于本协议项下的责任（包括第 5 条对投资者施加的限制）及作出相同的承认、声明、承诺及保证，犹如该全资附属公司本身须遵守该等责任及限制且应共同及个别承担本协议施加的全部责任及义务；及

- (f) such wholly-owned subsidiary (A) is not and will not be a U.S. Person, and is not subscribing for or acquiring the Relevant Shares for the account or benefit of a U.S. Person; (B) is and will be located outside the United States and (C) will be subscribing for or acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司(A)现在和将来都并非美籍人士，也不会为美籍人士的账户或利益认购或购入相关股份；(B) 现在和将来都位于美国境外；及(C) 根据 S 规例于离岸交易中认购或购入相关股份。

- 5.3. The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company's entire issued share capital all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the

Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者同意及承诺，除非获得公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人（定义见上市规则）于公司已发行股本总数中总持股量（直接及间接）在任何时候应少于公司全部已发行股本的 10%（或上市规则不时就定义“主要股东”规定的有关其他百分比），且在上市日期后的 12 个月内不会成为《上市规则》所指的该公司的核心关连人士，及此外，投资者及其密切联系人（定义见上市规则）在本公司已发行股本总额中的总持股量（直接及间接）不会导致公众人士持有的本公司证券总额（定义见上市规则及联交所的诠释）少于所规定的百分比，包括但不限于上市规则第 8.08 条所规定的百分比或联交所不时批准并适用于本公司的其他百分比。投资者同意，如发现上述任何情况，将在切实可行的情况下尽快通知本公司、总协调人、联席全球协调人及联席保荐人。

- 5.4. The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and it shall procure that none of its controlling shareholder(s), associates and its beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering, except that a waiver or consent is obtained from the Stock Exchange.

投资者同意，投资者于公司股本中的持股量按自行投资基准厘定及于公司、整体协调人及/或联席保荐人合理要求时向公司、联席保荐人及整体协调人提供合理证明显示投资者于公司股本中的持股量乃按自行投资基准厘定。投资者不会，且促使其控股股东、联系人及其各自的实益拥有人不会，申请或通过累计投标程序获取全球发售的 H 股（投资者股份除外）或于香港公开发售中申请 H 股，除非获得联交所的豁免或同意。

- 5.5. The Investor and its affiliates, directors, supervisors, (where applicable), officers, employees or agents have not accepted or entered into, and shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Single Largest Shareholder Group (as defined in the Prospectus) of the Company, any other member of the Group or their respective affiliates, directors, supervisors (where applicable), officers, employees staff, associates, partners, advisors, representatives or agents. The Investor further confirms and undertakes that none of the Investor or its

affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, advisors, representatives or agents has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, advisors, representatives or agents.

投資者及聯屬人士、联系人、董事、監事（如適用）、高級職員、僱員或代理并无与公司、公司的單一最大股東集團（定義見招股章程）、公司的任何股東、本集團任何其他成員公司或其各自的聯屬人士、董事、監事（如適用）、高級職員、僱員、联系人、合伙人、顧問、代表或代理人接納或訂立，亦不会訂立任何与上市規則不符或違反上市規則（包括《上市規則》附錄F1(股本證券配售指引)、聯交所刊发的《新上市申請人指南》的第4.15章及香港監管部門刊发的任何其他適用法律或書面指引）的安排或協議（包括任何附函）。投資者進一步確認并承諾，他們或他們的關聯公司、董事、監事（如適用）、高級職員、僱員、联系人、合伙人、顧問、代表或代理人或最終實益擁有人均没有或將要簽訂此類安排或協議。投資人將對其本身以及任何其聯屬公司、董事、監事（如適用）、高級職員、僱員、職員、联系人、合伙人、顧問、代表或代理人違反本第5.5條的任何行為負責。

- 5.6. The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

投資者將使用內部資金資源，且不通過外部融資，來支付其認購投資者股份的款項。

## 6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES** 承認、聲明、承諾及保證

- 6.1. The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that:

投資者向公司、联席保薦人、联席全球協調人及整體協調人承諾、承認、同意及確認：

- (a) each of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective affiliates on the basis that the Global offering is



delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

公司、联席保荐人、联席全球协调人及整体协调人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人及代表各自并无作出全球发售将会进行或完成（于任何特定期限内）或发售价将处于公开文件所载的指示性范围内的声明及就此保证或承诺或担保，倘全球发售延迟、因任何原因并未进行或未能完成或倘发售价并非介于公开文件所载的指示性范围内，其将不会对投资者承担任何责任，并且投资者特此放弃任何权利（如有），以全球发售因任何原因未能按预定日期和时间或根本未完成，或者发行价格不在公开文件中列出的指示性范围内为依据，对公司、整体协调人、联席全球协调人、联席保荐人及其各自关联公司提出任何索赔或诉讼；

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors as is required for the purpose of facilitating the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (including but not limited to, conducting due diligence enquiries on the Investor);

本协议及投资者的背景资料、本协议项下订约方的关系及拟进行的安排将须于公开文件以及全球发售的其他推广及路演材料中披露且公开文件及有关其他推广及路演材料及公布中将须提及投资者，尤其是，本协议将属有关全球发售或其他方面并根据公司（清盘及杂项条文）条例及上市规则向香港监管机构备案及供展示的重要合约。在此方面，投资者将向整体协调人、联席全球协调人、联席保荐人提供所有必要的信息，以协助整体协调人、联席全球协调人、联席保荐人履行其在上市规则和《证券及期货事务监察委员会持牌人或注册人操守准则》下的义务和责任（包括但不限于对投资者进行尽职调查）；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;

根据上市规则或在 FINI 上需要提交给联交所的与投资者相关的信息将与公司、联交所、证监会及其他必要的监管机构共享，并将包含在将在 FINI 上向整体协调人披露的综合配售名单中；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

发售价根据全球发售的条款及条件全权单独决定且投资者无权对此提出任何反对；

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

投资者将透过整体协调人及/或其联属人士以其国际发售国际包销商代表的身份认购投资者股份；

- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

投资者将按公司组织章程细则或其他章程文件、合适的法律及本协议的条款及条件并在其规限下接纳投资者股份；

- (g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

投资者不是公司现有股东、关联方或关联公司，且不代表上述任何人士行事；

- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者 H 股数可能受到根据上市规则第 18 项应用指引，由联交所定期更新及修改的新上市申请人指南的第 4.14 章或联交所可能批准并不时适用于公司的其他百分比在国际发售与香港公开发售之间重新分配股份的影响；

- (i) the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange;

联席保荐人及/或整体协调人及公司可全权酌情调整投资者股份数目的分配，以符合 (i) 上市规则第 8.08(3) 条的规定（该条规定三大公众股东不能实益拥有超过 50% 在上市日由公众持有的 H 股）或 (ii) 上市规则第 8.08(1)(a) 条规定的最低公众持股量要求或联交所另行批准的最低公众持股量要求；

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

作为国际发售的一部分，于本协议订立时或前后或于其后任何时间但于国际发售完成前，公司、整体协调人及/或联席保荐人已就类似投资与一名或多名其他投资者订立或可能及/或拟订立协议；

- (k) neither the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription for, or in relation to any dealings in, the Investor Shares;

公司、联席保荐人、整体协调人、联席全球协调人或其各自的任何附属公司、代理、董事、雇员或联属公司或任何其他参与全球发售的人士概不对认购投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；

- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

投资者股份并无且将不会根据证券法或美国任何州或其他司法权区证券法登记，亦不得在美国境内或向任何美籍人士或为任何美籍人士本身或为其利益而直接或间接提呈发售、转售、质押或以其他方式转让，惟根据证券法或任何其他司法权区（惟有关司法权区的适用法例准许者除外）的登记规定获得有效登记声明或豁免或通过不受此规限的交易进行者除外；

- (m) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “**offshore transaction**” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities

Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

了解及同意转让投资者股份仅可根据证券法 S 规例于美国境外的“离岸交易”（定义见证券法 S 规例）中进行，于各情况下，根据美国任何州及任何其他司法权区的任何适用证券法，代表投资者股份的任何股票应具有实际影响；

- (n) it understands that none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

了解公司、整体协调人、联席全球协调人、联席保荐人或国际发售的任何国际包销商或其各自的子公司、关联公司、董事、监事（如适用）、高级职员、员工、工作人员、代理人、顾问、联系人、合伙人及代表均并无就证券法第 144 条、第 144A 条或任何其他豁免对其后重新提呈发售、转售、质押或转让投资者股份的可行性作出任何声明；

- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

除第 5.2 条所规定者外，倘任何投资者股份由投资者的附属公司持有，投资者应促使该附属公司继续为投资者的全资附属公司及继续遵循及遵守协议项下的条款及条件，以便该附属公司于禁售期届满前继续持有任何投资者股份；

- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisers, agents, partners and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients

(to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

其已接获（及可能于日后接获）可能构成与投资者投资（及持有）投资者股份有关的重大、非公开消息及/或内幕消息（定义见证券及期货条例）的信息且其：(i)按严格须知基准不会向其联属公司、附属公司、董事、监事(如适用)、高级职员、雇员、顾问、代理人、合伙人及代表（“**获授权接收人**”）以外的任何人士披露有关信息，该等信息仅可用作评估其于投资者股份的投资或法律规定的其他方面，直至该等信息在投资者或其任何的获授权接收人没有过错的情况下成为公开信息；(ii)将确保其获授权接收人（根据第 6.1(p)条获披露该等信息的人士）按严格须知基准不会向其他获授权接收人以外的任何人士披露该等信息；及(iii)不会及将确保其获授权接收人（根据第 6.1(p)条获披露该等信息的人士）不会以可能导致任何违反与该交易有关的美国、香港、中国、开曼群岛或任何其他适用司法权区的证券法（包括任何内幕交易条文）的方式直接或间接购买、出售或买卖或选择性地买卖 H 股或公司或其联属公司或联系人的其他证券或衍生工具；

- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

按保密基准提供予投资者及/或其代表的本协议、草拟招股章程及草拟初步发售通函所载的信息以及投资者及/或其代表按保密基准可能获提供的任何其他材料不得复制、向任何其他人士披露、传阅或传播；且所提供的该等信息及材料可予变动、更新、修订及填妥且投资者于厘定是否投资投资者股份时不应依赖该等资料及材料。为免生疑：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

草拟招股章程或草拟初步发售通函或任何其他可能已经提供或供应给投资者及/或其代表的材料均不构成于任何司法权区邀请或要约或招揽收购、购买或认购任何证券，若在该等司法权区该等要约、招揽或出售是不被允许的，并且草拟招股章程或草拟初步发售通函或任何其他可能提供给投资者及/或其代表的材料（无论书面还是口头）均不应构成任何合同或承诺的基础；

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

概无任何股份或其他证券的要约或邀请以认购、收购或购买任何 H 股或其他证券得以根据草拟初步发售通函或草拟招股章程或可能提供给投资者及/或其代表的任何其他材料（无论书面或口头）提出或接收；和

- (iii) the draft Preliminary Offering Circular or draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

草拟初步发售通函或草拟招股章程或任何其他可能已经提供（无论是书面还是口头）或供应给投资者的材料，均可在订立本协议后进行进一步修改，投资者在确定是否投资投资者股份时不应以此为依据，并且投资者在此同意此类修正案（如有）并放弃其与此类修正案相关的权利（如有）；

- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

本协议并不共同或个别构成于美国或要约属非法的任何其他司法权出售证券的要约；

- (s) the Investor has not subscribed for the Investor Shares as a result of, and neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S under the Securities Act), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D of the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

投资者并非因以下原因认购投资者股份，且投资者或其任何联属公司或代表其行事的任何人均未曾且将不会就股份进行 (i) 任何证券法 S 规则下的定向销售努力（定义见证券法 S 规例），或(ii) 任何《证券法》D 规

例第 502(c)条所指的公开招揽或公开宣传，或任何涉及对投资者股份的公开发售（如《证券法》第 4(2)条所定义）的行为；

- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

已获提供其认为属必要或权宜的所有信息，以评估收购投资者股份的裨益及风险并有机会就公司、投资者股份或其认为对评估收购投资者股份的裨益及风险属必要或权宜的其他相关事宜向公司、联席保荐人及整体协调人提问及收到回复，且公司已应投资者要求或代表投资者向投资者或其代理提供有关投资投资股份的所有文件及资料；

- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors (including their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

于作出投资决定时，投资者已依赖及将仅依赖公司发布的国际发售通函提供的资料，而不应依赖公司、整体协调人及/或联席保荐人（包括彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前向投资者可能提供的任何其他数据，且公司、联席保荐人及整体协调人及其各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概无就任何该等资料或国际发售通函并无载列的数据的准确性或完整性作出任何声明或作出任何保证或承诺，且公司、联席

保荐人及整体协调人及其各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士不会且将不会因彼等使用或依赖该等数据或材料或国际发售通函并无载列的任何其他数据而对投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士承担任何责任；

- (v) none of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the other underwriters of the Global Offering and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

整体协调人、联席保荐人、其他包销商及彼等各自的董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或其附属公司的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜作出任何保证、声明或提出推荐建议；及除最终国际发售通函所订明者外，公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、附属人士、代表及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或其附属公司的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜向投资者作出任何保证、声明或提出推荐建议；

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者于处置（直接或间接）其为或将为实益拥有人（直接或间接）或根据招股章程所示为实益拥有人的任何相关股份时，将遵守本协议、上市规则及任何适用法律下不时适用的所有限制（如有）；

- (x) the Investor has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal,



currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, advisors or representatives, or any other party involved in the Global Offering, takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of or in relation to any dealings in the Investor Shares;

其已就公司、投资者股份及本协议规定的认购投资者股份的条款自行调查并就税务、监管、财务、会计、法律、货币及其他等与投资者股份有关的事宜及就投资者的合适性获得其认为必要或适宜或于其他方面使其信纳的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），且并无倚赖及无权倚赖公司或与全球发售有关的任何整体协调人、联席保荐人或包销商获得或进行（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查或调查或其他意见或告慰函，公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问或代表或参与全球发售的任何其他方概无就任何税务、监管、财务、会计、法律、货币或认购或购买投资者股份的其他经济或其他后果或与买卖投资者股份有关的其他经济或其他后果承担任何责任，且公司与投资者根据本协议条款以公平商业条款购买投资者股份；

- (y) the Investor understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Capital Market Intermediaries and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, representatives, associates, partners and advisers, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

投资者了解，股份目前并不存在公开市场及公司、联席保荐人、整体协调人、联席全球协调人、资本市场中介机构及全球发售的承销商或其各自的子公司、关联公司、董事、监事（如适用）、高级职员、员工、代理人、代表、联系人、合伙人及顾问，或参与全球发售的任何其他方概无作出任何股份一直存在公开市场的保证；

- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint

Global Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives to the Investor or its subsidiaries will arise;

倘全球发售因任何原因而延迟或终止或并未完成，除本协议另有明确约定外，公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、员工、顾问、代理或代表不会对投资者或其附属公司产生责任；

- (aa) subject to clause 4, the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering or any part thereof; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

根据第 4 条，公司与整体协调人将全权酌情决定变更或调整(i)根据全球发售将予发行的 H 股数目或其任何部分；及 (ii)香港公开发售及国际发售的 H 股分配；

- (bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) day prior to the Listing Date;

投资者同意，总投资金额及相关经纪佣金及征费不应迟于上市日期前一日支付；

- (cc) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Global Coordinators, and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement, if any, entered into by the Investor leading up to the Investor's subscription of the Investor Shares;

投资者与公司、公司的任何股东、整体协调人、联席全球协调人和/或联席保荐人之间除本协议及保密协议（如有）外，在全球发售方面没有其他协议，这些协议是投资者为认购投资者股份而签订的；

- (dd) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and

任何对 H 股的交易均须遵守适用的法律，包括《证券及期货条例》、上市规则、《证券法》及任何其他有管辖权的证券交易所的适用法律中的交易限制；及

- (ee) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares.

除遵守本协议的限制以外的任何要约、出售、质押或其他转让，公司将不会就相关股份予以确认。

6.2. The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that:

投资者向公司、联席保荐人及整体协调人进一步声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

其已根据注册成立所在地的法例正式注册成立、有效存续及有良好的信誉，且并无就其破产、清算或清盘提交呈请、作出指令或通过有效决议案；

- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;

其具资格接收和使用本协议项下的信息（包括但不限于本协议、招股说明书草稿和初步发售通函草稿），这不会违反适用于该投资者的所有法律，或在该投资者所在的司法管辖区内需要进行任何登记或许可；

- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

其具有拥有、使用、租赁和经营其资产以及按现有方式开展业务的法律权利和权限；

- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

其具有充分的权力、权限和能力，并已采取所有措施（包括从任何政府和监管部门或第三方获得所有必要的同意，批准和授权）来签订和交付本协议，签订并执行本协议项下拟进行之交易并履行本协议下的义务；

- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

本协议已由各投资者正式授权、签立及交付，并根据本协议的条款构成投资者须执行的合法、有效及具约束力的责任；

- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

其已采取且将于本协议期限内采取所有必要措施以履行本协议项下的责任及实行本协议及本协议项下拟进行之交易，并遵守所有相关法律；

- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and have not been invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors forthwith in writing if any of such Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

其拥有全部适用于投资者的任何相关法律订明权力、授权、能力许可及登记（“**批准**”），且已采取所需的所有行动（包括自任何政府及监管机构或第三方取得全部必要同意、批准及授权），以签立及交付本协议、订立及进行本协议拟进行之交易以及履行本协议项下或其他与认购投资者股份相关之责任，该等批准具十足效力及有效且未被撤销，批准无须受尚未达成或履行的先决条件规限，且投资者并不知悉任何致使批准可能被认定无效、撤销或搁置的事实或情况。若批准因任何原因不再具十足效力及有效，则投资者进一步同意并承诺立即通知公司、整体协调人和联席保荐人；

- (h) the execution and delivery of this Agreement by the Investor and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

投资者签立及交付本协议、履行本协议、认购投资者股份以及接纳交付投资者股份将不会触犯或导致投资者触犯(i)投资者的组织章程大纲及细则或其他组织或章程文件或(ii)投资者就本协议项下之交易须遵守的任何

司法权区的法例或就投资者认购或投资者股份在其他方面分别适用于投资者的法例或(iii)对投资者具法律约束力的任何协议或其他工具或(iv)对投资者具管辖权的任何政府机关颁发的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly via the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the Shenzhen Stock Exchange, the CSRC and other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the **“Regulators”**), and agrees and consents to the disclosure of such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **“Investor-related Information”**) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, supervisors (as applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

其已遵守且将遵守在与认购投资者股份有关的所有司法权区的全部适用法律，包括透过公司、整体协调人及 / 或联席保荐人直接或间接向联交所、证监会、深交所、中国证监会及其他政府、公共、财务或监管机关或机构或证券交易所提供、或引致或促使获提供，并协议及同意于适用的机关或机构或证券交易所（**“监管部门”**）规定的时间内披露有关本协议项下拟进行交易的所有资料（包括但不限于：(i) 投资者及其最终实益拥有人和/或最终负责发出与认购投资者股份有关指令的人士的身份信息（包括但不限于其各自的姓名和注册地）；(ii) 此处拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、总投资金额及本协议下的锁定限制）；(iii) 任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于订阅者及其最终实益拥有人的身份信息及提供此类掉期安排或其他金融或投资产品的提供者）；和/或 (iv) 投

资者或其实益拥有人与关联方一方与公司及其任何股东之间的任何关联关系）（统称为“投资者相关信息”），并在任何监管机构要求的时间内提供投资者进一步授权公司、整体协调人、联席保荐人或彼等各自联属人士向有关监管部门披露有关监管部门可能要求之有关本协议项下拟进行交易的所有资料；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

投资者拥有金融及业务事宜方面的知识及经验，以使(i)其可评估投资者股份潜在投资的优点及风险；(ii)其可承担有关投资的经济风险，包括投资投资者股份蒙受全盘损失；(iii)其已就决定是否投资投资者股份取得其认为必要或适合的所有资料；及(iv)其在投资处于类似发展阶段的公司的证券的交易方面具有丰富经验；

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors in connection with the transactions contemplated thereunder;

其日常业务为购买或销售股份或债权证或其为一名专业投资者，且通过订立本协议，就其项下拟进行之交易而言，其并非整体协调人或联席保荐人的客户；

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

其作为其本身账户的主事人及出于投资目的按自行投资基准认购投资者股份，而其无意分派其根据本协议认购的投资者股份，且投资者无权提名任何人士为公司之董事或高级职员；

- (m) it is subscribing for the Investor Shares outside the United States, it is not a U.S. Person, and is not subscribing for or acquiring the Investor Shares for the account or benefit of a U.S. Person, and is located outside the United States, and is subscribing for the Investor Shares in an “**offshore transaction**” within the meaning of Regulation S under the Securities Act and in accordance with any applicable securities laws of any state in the United States and any other jurisdictions;

如在美国境外认购投资者股份，它不是美籍人士，并且不是为美籍人士的账户或利益认购或收购投资者股份，且位于美国境外，并且符合在证券法 S 规例所指的“离岸交易”中进行，与美国任何州及任何其他司法管辖区的任何适用证券法律而认购投资者股份；

- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

投资者于一项豁免或毋须遵守证券法项下登记规定的交易中认购投资者股份；

- (o) the Investor and its and the Investor's beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates: (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not or shall not constitute a **“connected transaction”** (as defined in the Listing Rules) and will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (as applicable), chief executives, senior management, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing; and (vi) do not fall under any category of the persons described under paragraph 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者及其实益拥有人及 / 或联系人，以及（如有）为其账户购买投资者股份的人士和 / 或其联系人，(i) 为独立于公司的第三方；及(ii)并非公司的关连人士或相关联系人及投资者认购投资者股份将不会构成“**关联交易**”（定义见上市规则）以及不会导致投资者及其实益拥有人成为公司之关连人士，不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他订约方之间的任何关系且紧随完成后将独立于控制公司的任何人士及并非彼等的一致行动人士（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具备履行本协议下所有义务的财务能力；(iv)并非直接或间接由(a)公司的任何核心关联人（定义见上市规则）或(b)

公司、公司的任何董事、监事（如适用）首席执行官、高级管理人员、控股股东、大股东或现有股东或其任何子公司，或其任何紧密联系人（定义见上市规则）提供资金、资助或支持的，及并不惯常接受且未曾接受任何核心关连人士有关收购、出售、投票表决或以其他方式处置公司证券的指示；(v) 与公司或其任何股东没有关联关系，除非另行以书面形式告知公司、联席保荐人和整体协调人；及(vi)不属于上市规则附录 F1 第 5 段（配售指引）所述人士的任何一类；

- (p) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

投资者将使用自有资金认购投资者股份，其没有获得且无意获得贷款或其他形式的融资来为其认购投资者股份提供资金或履行其在本协议项下的付款义务；

- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a **“connected client”** of any of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the Capital Market Intermediaries, the underwriters of the Global Offering, the lead broker or any distributors. The terms **“connected client”**, **“lead broker”** and **“distributor”** shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者、其实益拥有人及/或联系人以及（如有）为其账户购买投资者股份的人士和/或其联系人，各自并非全球发售之任何整体协调人、联席全球协调人、联席保荐人、联席账簿管理人、联席牵头经办人、资本市场中介机构及包销商以及牵头经纪商或任何分销商的**“关连客户”**。**“关连客户”**、**“牵头经纪商”**及**“分销商”**等词汇具有上市规则附录 F1（股本证券的配售指引）赋予之涵义；

- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term **“discretionary managed portfolio”** shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。**“全权管理投资组合”**一词具有上市规则附录 F1（股本证券的配售指引）赋予之涵义；

- (s) neither the Investor its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;



投资者、其实益拥有人或彼等各自之联系人并非公司之董事（包括于之前 12 个月内任职的董事）、监事或现有股东或前述任何人士的联系人或代名人除非从联交所获得豁免或同意；

- (t) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

除非已书面通知联席保荐人和整体协调人，投资者及其实益拥有人均不属于(a)联交所 FINI 配售名单模板中列出的任何配售类别（“基石投资者”除外）或 FINI 界面或上市规则中要求披露的任何配售类别；或(b)根据上市规则（包括上市规则第 12.08A 条）要求在公司配售结果公告中注明的任何配售群体

- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者与任何“分销商”（定义见 S 规例）并无就分配 H 股订立任何合约协议且将不会订立相关协议，惟与其联属人士订立者或取得公司事先书面同意的情况除外；

- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC, the Stock Exchange, the CSRC, the Shenzhen Stock Exchange and all applicable Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors to be in breach of such provisions;

认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及联交所不时更新或修改的《新上市申请人指南》第 4.15 章及上市规则的其他任何条款，证监会、联交所、中国证监会、深圳证券交易所发布的所有相关指引，以及政府当局的所有适用法律和法规（不时更新或修改），并且将避免以任何可能导致公司、整体协调人、联席全球协调人、联席保荐人违反这些条款的方式行事；

- (w) the aggregate holding (direct and indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to

fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange ;

投资者及其紧密联系人（定义见上市规则）于公司全部已发行股份的合计持股量（直接及间接）不得导致公众人士（定义见上市规则）所持公司证券总额低于上市规则所要求或联交所另行批准的相关百分比；

- (x) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any one of the Company, its subsidiaries or connected person of the Company, by any one of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, or by any one of the Capital Market Intermediaries or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其实益拥有人及/或联系人概无在公司、附属公司或公司之任何关连人士、任何一名整体协调人或联席保荐人或任何一名资本市场中介机构或全球发售包销商的之（直接或间接）资助下根据协议认购投资者股份；投资者及其各联系人（如有）各自独立于已参与或将参与全球发售的其他投资者及彼等任何联系人且与彼等概无关联；

- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its Single Largest Shareholder Group (as defined in the Prospectus), any member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;

投资者或其关联公司、董事、高级职员、员工或代理人或公司或其单一最大股东团体（定义见招股说明书）、集团的任何成员或其各自的关联公司、董事、高级职员、监事（如适用）、员工或代理人之间未订立或将订立任何与上市规则（包括联交所不时更新和修订的《新上市申请人指南》第 4.15 章）不一致的协议或安排，包括任何附带协议；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

除本协议所订明者外，投资者与任何政府机关或任何第三方概无就任何投资者股份订立任何安排、协议或承诺；

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

除非已书面通知公司、联席保荐人和整体协调人，投资者、其实益拥有人和/或联系人未曾且将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；

- (bb) none of the Investor or any of its associates has applied for or placed an order or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, except that a waiver or consent is obtained from the Stock Exchange.

除了根据本协议，概无投资者或其任何紧密联系人通过股票邀标定价过程已申请或下单认购或被配售或将申请认购或将被配售任何全球发售下的 H 股，除非已从联交所获得豁免或同意。

- 6.3. The Investor represents and warrants to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including without limitation the Stock Exchange, the SFC, the Shenzhen Stock Exchange and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

投资者向公司、联席保荐人及整体协调人声明及保证，附表 2 所载有关其及其为成员公司的集团公司以及所有提供给监管机构 and/或公司、联席保荐人和整体协调人及其各自关联公司，和/或应其要求提供的与投资者相关的信息的描述在所有方面均为真实、完整及准确且并无误导成分。在不影响第 6.1(b) 条条文的情况下，投资者不可撤回地同意于公司、联席保荐人及整体协调人全权认为属必要时在公开文件、营销及路演材料以及公司、整体协调人及/或联席保荐人可能就全球发售刊发之有关其他公告中提述及加载其名称及本协议的全部或部分描

述（包括附表 2 所载描述）。投资者承诺尽快提供与其、其拥有权（包括最终实益拥有权）及/或公司、整体协调人及/或联席保荐人可能合理要求之事宜相关的其他方面有关的其他资料及/或证明文件，以确保其/彼等遵守适用法律及/或公司或证券登记及/或主管监管部门（包括但不限于联交所、证监会深交所及中国证监会）的要求。投资者谨此同意，于审阅投资者不时获提供有关全球发售的公开文件草拟本及其他营销材料中加载有关其及其为成员公司的集团公司的描述并作出投资者可能合理要求的有关修订（如有）后，投资者将被视为保证，有关其及其为成员公司的集团公司的描述在所有方面均为真实、完整及准确且并无误导成分。

- 6.4. The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Capital Market Intermediaries, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors as soon as possible in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者知悉第 6.1 及 6.2 条中的声明及承认乃根据香港法例及美国证券法之规定作出。投资者承认，公司、整体协调人、联席保荐人、资本市场中介机构、包销商及彼等各自之附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明、同意及承认之真实性、完整性及准确性，且倘本协议所载任何保证、承诺、声明、同意及承认在任何方面不再准确及完整或存在误导成分，其同意尽早向公司、联席保荐人及整体协调人发出书面通知。

- 6.5. The Investor agrees and undertakes that the Investor will, on demand fully and effectively, indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Capital Market Intermediaries, and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**, each an **"Indemnified Party"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any

such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

投资者同意及承诺，投资者将针对因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人及合伙人就认购投资者股份的行为、或者与投资者股份或本协议事宜相关的任何对本协议的违反或被指控违反，或本协议项下的任何行为或不作为，或被指控的行为或不作为导致的任何及一切损失、讼费、开支、申索、诉讼、责任、法律程序或损害（“损害”）（包括任何获弥偿方以任何方式对上述申索、诉讼或法律程序提出申辩而可能遭受或导致的任何及一切成本、收费、损失或开支）向公司、整体协调人、联席保荐人资本市场中介机构、及全球发售的包销商，各自代表其并代表其各自的联属人士，以及在证券法所指范围内控制其的任何人士及彼等各自的高级职员、董事、监事（如适用）、雇员、员工、联属人士、代理及代表（统称“获弥偿方”）按要求的作出全额且有效的税后基准的弥偿且使其免受损害。投资者进一步同意，任何获弥偿方均不对作为本协议标的的任何事项对投资者承担任何责任。为免生疑问，即使本协议终止，投资者在此提供的赔偿仍应有效。

6.6. [Left Blank for Purpose]

- 6.7. Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date. The Investor also acknowledges that the Company, the Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries, and the underwriters of the Global Offering, will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Sponsors and the Overall Coordinators as soon as possible in writing if any of the representations, warranties, undertakings, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的相关保证、承诺、声明、协议、确认及承认应诠释为独立的保证、承诺、声明、协议、确认及承认并视为于上市日期投资者亦知悉，公司、保荐人、整体协调人、联席全球协调人、资本市场中介人和全球发售的分销商将依赖其中所载的投资者确认和承认的真实性和准确性，如果其中的任何声明、保证、保证、确认或承认不再准确和完整或具有误导性，投资者同意尽早书面通知公司、保荐人和总协调人。

- 6.8. The Company represents, warrants and undertakes that:

公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
- 其已根据中国法例正式注册成立及有效存续；

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

其拥有全部权力、授权及能力并已采取规定的所有行动以订立本协议及履行本协议项下的责任；

- (c) subject to payment in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

根据第 4.2 条付款后及在第 5.1 条订明的禁售期规限下，投资者股份于根据第 4.4 条交付予投资者时将为缴足股份，并可自由转让，且不附带所有期权、留置权、押记、按揭、质押、申索，股权、产权负担及其他第三方权利，及并与当时已发行及将于联交所上市的 H 股享有平等地位；

- (d) none of the Company and its Single Largest Shareholder Group (as defined in the Prospectus), any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and

公司及其单一最大股东团体（定义见招股章程）、本集团之任何成员公司及彼等各自之联属人士、董事、监事（如适用）、高级职员、雇员或代理概无与任何投资者或其之联属人士、董事、监事（如适用）、高级职员、雇员或代理订立不符合上市规则（包括联交所随时间更新和修改刊发的《新上市申请人指南》的第 4.15 章）之任何安排或协议（包括附函）；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

除本协议规定者外，公司及本集团之任何成员公司以及彼等各自之联属人士、董事、监事（如适用）、高级职员、雇员或代理概无与政府机关或任何第三方就任何投资者股份订立任何安排、协议或承诺。

- 6.9. The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

公司承认、确认及同意投资者将依赖国际发售通函所载资料且投资者将就国际发售通函拥有与于国际发售中购买 H 股的其他投资者相同的权利。

## 7. TERMINATION 终止

### 7.1. This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2, 4.6 or 4.7;

根据第 3.2、4.6 或 4.7 条终止；

- (b) solely by the Company, or by each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor's wholly-owned subsidiary (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

仅由公司，或由整体协调人、联席全球协调人和联席保荐人中的每一方，在投资者或投资者的全资子公司（在根据上述第 2.2 条转让投资者股份的情况下）在国际发售截止日期之前严重违反本协议（包括投资者在本协议下的陈述、保证、承诺和确认的重大违反）的情况下（尽管本协议有任何相反规定）；或

- (c) with the written consent of all the Parties.

经所有订约方书面同意后终止。

### 7.2. Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

在不影响第 7.3 条的前提下，倘本协议根据第 7.1 条终止，订约方毋须继续履行彼等各自于本协议下的责任（惟下文所载第 8.1 条下的保密责任除外），而本协议订约方的权利及责任（除下文所载第 11 条下的权利外）应终止，订约方不得针对任何其他订约方提起任何申索，惟不影响任何订约方于终止时或之前就本协议条款对其他订约方享有之权利或承担之责任。

### 7.3. For the avoidance of doubt, indemnities given by the Investor herein prescribed in clause 6.5 shall survive notwithstanding the termination of this Agreement.

为免生疑问，投资者在此按照第 6.5 条给予的弥偿保证将尽管本协议的终止继续有效。

## 8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及保密

- 8.1. Save as otherwise provided in this Agreement and the confidentiality agreement, if any, entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另有规定者以及投资者签署的保密协议，如有，外，未经其他订约方书面同意，任何订约方不得披露有关本协议或本协议拟进行之交易或涉及公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息或就此刊发任何公告。尽管有上述规定，本协议可：

- (a) to the Stock Exchange, the SFC, the Shenzhen Stock Exchange, the CSRC and/or other Regulators to which the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators, the Joint Global Coordinators and/or the Joint Sponsors in connection with the Global Offering;

向联交所、证监会、深交所、中国证监会及/或监管公司、整体协调人及/或联席保荐人的其他监管机构披露，且投资者的背景以及公司与投资者的关系可能载于公开文件、公司将予发布的其他材料及营销、路演材料以及公司、整体协调人及/或联席保荐人就全球发售将予发布的其他公告；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and

按应知方知基准披露予订约方的法律及财务顾问、核数师及其他顾问及母公司、联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理，惟该订约方应(i)促使订约方的法律、财务及其他顾问及母公司、联属人士、联系人、董事、监事（如适用）、高级职员及



相关雇员、代表及代理各自知悉及遵守本协议所载的所有保密责任；及  
(ii)对订约方的法律、财务及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理违反任何该保密责任负责；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation the Stock Exchange, the SFC, the Shenzhen Stock Exchange and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

由任何订约方按任何适用法律、对订约方拥有司法管辖权的任何政府当局（包括但不限于联交所、深交所、中国证监会及证监会）或证券交易所规则（包括根据公司（清盘及杂项条文）条例及上市规则将本协议作为重大合约向香港公司注册处提交以供登记，并使其可供展示）或任何政府当局的任何具约束力的判决、法令或规定可能规定的其他方式披露。

- 8.2. No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

投资者不得对本协议或其任何附属事项作出其他提述或披露，惟投资者提前就该披露的原则、形式及内容咨询公司、联席保荐人及整体协调人以寻求其事先书面同意则除外。

- 8.3. The Company shall use its reasonable endeavours to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. Each of T/he Investor shall cooperate with the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors and their respective counsels.

公司应尽其合理的努力，于刊发前为投资者提供任何公开文件中与本协议有关的任何声明、公司与投资者的关系及投资者的一般背景资料以供审核。投资者应配合公司、联席保荐人及整体协调人，以确保该公开文件中的所有提述属真实、完整、准确及不含误导成分，且公开文件并无遗漏重大数据，并应及时向公司、联席保荐人及整体协调人以及其各自的顾问提供任何意见及核证文件。

- 8.4. The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators, the Joint Global Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation the Stock Exchange, the SFC, the Shenzhen Stock Exchange and the CSRC.

投资者承诺及时提供编制按第 8.1 条所述须作出的任何披露合理要求的所有协助（包括提供与其、其背景信息、与公司的关系及其拥有权（包括最终实益拥有权）及/或公司、整体协调人或联席保荐人可能合理要求的与其所述事项有关的其他数据有关的进一步资料及/或证明文件），以(i)于公开文件中更新本协议日期后投资者的描述及核实该等提述；及(ii)使公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记及/或主管监管机构（包括但不限于联交所、深交所、中国证监会及证监会）的要求。

## 9. NOTICES 通知

- 9.1. All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

本协议发出的所有通告应以英文或中文书写，并按第 9.2 条所要求的方式发送至以下地址：

If to the Company, to:

Address:	Office 5, 15/F, Bank of East Asia Harbour View Centre, No. 56 Gloucester Road, Hong Kong
Facsimile:	05926316330
Attention:	Mr. Lu Tashan
Email address:	tashan@jihong.cn

如寄予公司，则：

地址	:	Office 5, 15/F, Bank of East Asia Harbour View Centre, No. 56 Gloucester Road, Hong Kong
传真		05926316330
收件人	:	陆它山先生
电邮	:	tashan@jihong.cn

If to the Investor, to:

Address: Flat E, 6/F, Fortune House, Chi Fuk Circuit, Fan Ling,  
New Territories, Hong Kong  
Facsimile: -  
Attention: Choi Hiu Pang  
Email address: Yulongdc2020@gmail.com

如寄予投资者，则：

地址 : Flat E, 6/F, Fortune House, Chi Fuk Circuit, Fan Ling,  
New Territories, Hong Kong  
传真 : -  
收件人 : Choi Hiu Pang  
电邮 : Yulongdc2020@gmail.com

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View  
Street, Central, Hong Kong  
Facsimile: +852 2872 2101  
Attention: Project 1520 Deal Team  
Email address: [IB\\_1520@cicc.com.cn](mailto:IB_1520@cicc.com.cn)

如寄予中金，则：

地址 : 香港中环港景街 1 号国际金融中心一期 29 楼  
传真 : +852 2872 2101  
收件人 : Project 1520 Deal Team  
电邮 : IB\_1520@cicc.com.cn

If to CMBI, to:

Address: 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central,  
Hong Kong  
Facsimile: +852 3900 0865  
Attention: CMBI  
Email address: [project1520@cmbi.com.hk](mailto:project1520@cmbi.com.hk); ECMs@cmbi.com.hk

如寄予招银，则：

地址 : 香港中环花园道 3 号冠君大厦 45 楼  
传真 : +852 3900 0865  
收件人 : CMBI  
电邮 : project1520@cmbi.com.hk; ECMs@cmbi.com.hk

- 9.2. Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if

delivered by hand, when delivered, and if by email, when duly sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message of any notice of delivery failure), and if sent by facsimile, on receipt of confirmation of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议发出的任何通告，均须由专人送递或以电邮或邮资已付的邮件发送。任何通告如以专人送递，当发送时即视为已送达；如以电邮发送，当在发送时间之后立即被视为已送达（如发送方所用设备记录，无论邮件是否被确认，除非发送方收到自动发送的投递失败通知，否则均视为邮件已送达）；及如以邮资已付的邮件发送，（在没有提前接获的凭证下）于发送后 48 小时（或如以航空邮件发送，则为六天）被视为已送达。于非营业日的日子接获的任何通告应视为于下一个营业日接获。

## 10. GENERAL 一般事项

- 10.1. Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

各订约方确认及声明本协议已获其正式授权、签立及送递，并构成其合法、有效及有约束力的责任，并可根据其条款强制执行。除公司实施全球发售而可能要求的同意、批准及授权外，该订约方根据本协议履行其责任则毋须公司、股东或其他同意、批准或授权。各订约方进一步确认其可履行本协议所述的责任。

- 10.2. Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.

除明显错误外，公司和整体协调人真诚作出的计算和确定对于投资者股份数量、发行价格及投资者根据本协议第 4.2 条需要支付的金额以及本协议的其他目的均具有决定性和约束力。

- 10.3. The obligations of each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors as stipulated in this Agreement are several (and not joint or joint and several). None of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors will be liable for any failure on the part of any of the other the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors

to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, to the extent permitted by applicable Laws.

每个整体协调人、联席全球协调人和联席保荐人在本协议中规定的义务是各自独立的（而非共同或连带的）。任何整体协调人、联席全球协调人和联席保荐人均不对其他整体协调人、联席全球协调人和联席保荐人未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行义务的情况均不影响任何整体协调人、联席全球协调人和联席保荐人执行本协议条款的权利。尽管有上述规定，每个整体协调人、联席全球协调人和联席保荐人均有权单独或与其他整体协调人、联席全球协调人和联席保荐人共同执行其在本协议项下的任何或所有权利，前提是适用法律允许。

- 10.4. The Investor, the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement and the transactions contemplated under this Agreement.

投资者、公司、联席保荐人及整体协调人应就任何就本协议或与此有关之事项及本协议项下拟进行的交易而要求或可能要求的第三方的任何通知、同意及/或批准进行合作。

- 10.5. No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

除非本协议由所有订约方以书面形式签署或代为签署，否则不得更改或修订本协议。为避免疑义，对本协议的任何修改或变更不需要事先通知或获得任何非本协议一方的人员的同意。

- 10.6. This Agreement will be executed in the English language only. The Chinese translation of this Agreement shall only be used for reference. In the event of any discrepancies, inconsistencies or ambiguities, the English version shall prevail.

本协议将仅以英文签订。本协议的中文翻译仅供参考。在出现任何差异、不一致或歧义的情况下，应以英文版本为准。

- 10.7. Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

除相关订约方以书面方式另行协议外，各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟本协议拟进行之任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方等额承担。

- 10.8. Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement among the Parties.

时间为本协议的要素，但本协议所述任何时间、日期或期间可由订约方透过书面协议延长。

- 10.9. All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

不论是否根据第 4 条完成，只要本协议的所有条文可被执行或遵守，该等条文将继续具十足效力及有效，惟已执行的事项除外，除非彼等经订约方书面同意而终止。

- 10.10. Other than the confidentiality agreement, if any, entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

除了投资者签订的保密协议（如有），本协议构成与投资者于公司的投资有关的完整协议及各方共识。本协议取代与目标事项有关的所有先前承诺、保证、担保、声明、沟通、谅解及协议（不论书面或口头）。

- 10.11. To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

在本第 10.11 条另有规定的情况下，并非本协议订约方的人士根据合约（第三者权利）条例无权执行本协议的任何条款，惟非按合约（第三者权利）条例而存在的第三者权利，以及第三者非按合约（第三者权利）条例而可获的补救，概不受合约（第三者权利）条例影响：

- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

获弥偿方可执行及倚赖第 6.5 条，犹如获弥偿方为本协议的一方。

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

在未经第 10.11(a)分条所述人士的同意下，本协议可被终止或撤销且任何条款可被修订、更改或放弃。

- 10.12. Each of the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinators or Joint Sponsors shall, severally and not jointly and not jointly and severally remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

整体协调人及联席保荐人各自均有权及获授权按其认为合适的方式及条款将所有或任何相关权利、责任、权力及酌情权转授予任何一名或多名联属人士（不论任何该等转授有否正式手续且毋须向公司或投资者发出事先通知），惟尽管有相关转授，该整体协调人或联席保荐人应各自独立，非共同对其根据本分条文获转授相关权利、责任、权力及/酌情权的任何联属人士的所有行为及疏忽负责。

- 10.13. No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

订约方延迟行使或未行使或强制执行（全部或部分）本协议或法律规定的任何权利，不应被视为解除或放弃权利或以任何方式限制该订约方进一步行使或强制执行该项权利或任何其他权利的能力。单独或部分行使任何相关权利或补救措施并不妨碍权利的任何其他行使或进一步行使或行使任何其他权利或补救措施。本协议所规定的权利、权力及补救措施可累积且不排除任何权利、权力及补救措施（不论是否由法律或以其他方式所规定）。不得豁免或暗示豁免任何违反本协议任何条文的行为，除非该豁免是以书面形式提出且由提出豁免的订约方签署。

- 10.14. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

倘于任何时间本协议的任何条文根据任何司法权区的法律在任何方面成为非法、无效或不可执行，则不得影响或损害：

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

本协议的任何其他条文在该司法权区的合法性、有效性或可执行性；或

- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

本协议任何其他条文根据任何其他司法权区的法律的合法性、有效性或可执行性。

- 10.15. This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

本协议对订约方及其各自的继任人、遗嘱执行人、管理人、继承人及允许的受让人具有约束力，且仅为彼等的利益而发生效力，而其他人士不得根据本协议或凭借本协议获取或拥有任何权利。除内部重组或重组之目的外，任何订约方不得指派或转让本协议项下所有或任何部分利益或权益或权利。本协议下的责任不可转让。

- 10.16. Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

在不影响就其他订约方遭受的所有损失及损害而向投资者提出申索的所有权利下，倘投资者于上市日期或之前所作的任何保证遭任何违反，尽管可能有任何与本协议相反之条文，公司、联席保荐人及整体协调人有权撤销本协议，且本协议订约方的所有责任应立即终止。

- 10.17. Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

各订约方向其他订约方承诺，其将执行及履行且促使其执行及履行实施本协议条款及其项下拟进行交易可能所需的有关其他文件及行为。

## 11. **GOVERNING LAW AND JURISDICTION 规管法律及司法权区**

- 11.1. This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

本协议及订约方间的关系将受香港法例规管并按此诠释。

- 11.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered



Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three (3) arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

因本协议而产生或与本协议有关之任何纠纷、争议或申索或其违约、终止或无效（“**争议**”）均应根据于提交仲裁申请当日生效的香港国际仲裁中心管辖的仲裁规则通过仲裁解决。仲裁地点应为香港，且仲裁程序的依据香港法律。仲裁员为三(3)名及仲裁程序的语言应为中文。仲裁法庭的裁定及裁决应为最终结果并对订约方具约束力，及可于任何具管辖权的法院登记及执行，且在可有效放弃的情况下，订约方不可撤销及无条件放弃任何形式的上诉、审查或诉诸任何司法机关的任何及所有权利。即使有上述条文，在指定仲裁法庭前，订约方有权向具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在并不损及国家法院管辖下可能获得的临时补救措施的情况下，仲裁法庭可全权向订约方授出临时补救措施或作出命令，要求法院修改或撤销该法院颁布的任何临时或初步救济，并就任何一方未能遵守仲裁法庭的命令判定损害赔偿。

## 12. IMMUNITY 豁免权

- 12.1. To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

倘投资者因主权或管治地位或其他方面而为其本身或其资产、财产或收益于任何司法权区的任何诉讼（包括仲裁程序）已申索或可申索豁免任何行动、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、抵销或反诉，任何法院的司法管辖权、递交法律程序文件、随附或促进执行任何判决、裁定、决定、命令或裁

决（包括任何仲裁裁决）、或授予任何救济或执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）的其他行动，或倘于任何有关诉讼程序中，任何该等豁免（不论是否申索）可归因于其本身或其资产、财产或收益，各投资人谨此不可撤回及无条件放弃并同意不会就任何有关诉讼程序申请或申索任何有关豁免。

### 13. **SERVICE OF PROCESS 法律程序文书送达**

- 13.1. The Investor irrevocably agrees to receive service of process in the proceedings in Hong Kong at its own address of Flat E, 6/F, Fortune House, Chi Fuk Circuit, Fan Ling, New Territories, Hong Kong. Such service shall be deemed completed on delivery to the address above (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地同意在香港的诉讼程序中在法律程序中使用其自有送达地址 Flat E, 6/F, Fortune House, Chi Fuk Circuit, Fan Ling, New Territories, Hong Kong 接收法律程序文件。此类送达应在送达致上述地址时被视为已完成（无论其是否被转发给投资人并被接收）。

- 13.2. If for any reason the Investor ceases to be able to have an address in Hong Kong, the Investor irrevocably agrees to appoint a process agent acceptable to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators, the Joint Global Coordinators and the Joint Sponsors a copy of the process agent's acceptance of that appointment, within thirty (30) days thereof.

如果由于任何原因，投资者不再具有香港地址，投资者将不可撤销地同意为公司、联席保荐人及整体协调人指定一名代收人作为替代，并向公司、联席保荐人及整体协调人在 30 日内提交代收人接受该任命的文件副本。

### 14. **COUNTERPARTS 副本**

- 14.1. This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

本协议可以任何数目副本及由有关订约方按独立副本形式签署。各副本为原始版本，惟所有副本共同构成一份相同文据。通过电邮附件（PDF）或传真递交本协议已签署副本签署页应为有效的递交形式。

**For and on behalf of:**

**代表:**

**Xiamen Jihong Co., Ltd**

**廈門吉宏科技股份有限公司**

**Signed by:**

**由以下人士簽署:**



**Name: Zhuang Hao**

**姓名: 庄浩**

**Title: Director**

**职衔: 董事**

**For and on behalf of:**

**代表:**

**YULONG INTERNATIONAL CAPITAL LIMITED**

**昱龙国际资本有限公司**

**Signed by:**

**由以下人士签署:**



**Name:**

**姓名: Choi Hiu Pang**

**Title**

**职衔: Director**

为且代表 For and on behalf of

招银国际融资有限公司 CMB International Capital Limited

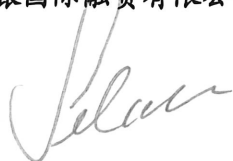


姓名：杨天啸 Laura YANG

职务：执行董事 Executive Director

[基石投资协议签字页]

为且代表 For and on behalf of  
招银国际融资有限公司 CMB International Capital Limited



---

姓名：萧善维 Selwyn Siu  
职务：董事总经理 Managing Director

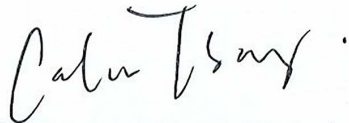
[基石投资协议签字页]

为且代表

中国国际金融香港证券有限公司

For and on behalf of

China International Capital Corporation Hong Kong Securities Limited

A handwritten signature in black ink, appearing to read "Calvin Tsang", written over a horizontal line.

姓名：曾智聪 TSANG Chi Chung

职务：执行总经理 Executive Director

[基石投资协议签字页]

## SCHEDULE 1 附表 1

### INVESTOR SHARES 投资者股份

#### Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 7,000,000 (calculated at an exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of H Shares; provided that if there are differences between the exchange rate quoted in the Prospectus and the exchange rate on the actual date of payment, the Overall Coordinators and the Company shall have the sole and absolute discretion to adjust the number of Investor Shares based on the actual amount of Hong Kong dollar received from the Investor.

投资者股份数目应等于(1)等值于美元 7,000,000 的港元（按招股说明书中所引用的汇率计算）（不含投资者就投资者股份支付的经纪佣金及征费），除以(2)发售价（约减至最接近的每手股份的买卖单位）；如果招股说明书所引用的汇率与实际支付日期的汇率存在差异，整体协调人和公司将有唯一和绝对的酌情权根据从投资者收到的实际港元金额调整投资者股份的数量。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange.

根据上市规则第 18 项应用指引第 4.2 段、联交所发布的《新上市申请人指南》第 4.14 章（不时更新和修订）及联交所所授予的豁免（如有），倘香港公开发售超额认购，供投资者根据本协议认购的投资者股份数目可能受到国际发售与香港公开发售之间 H 股重新分配的影响。倘香港公开发售的 H 股总需求符合公司最终招股章程中「全球发售的架构—香港公开发售—重新分配」一节所载的情况，投资者股份数目可能按比例减少以满足香港公开发售的公众需求。此外，为满足(i)上市规则第 8.08(3)条的规定（该条规定三大公众股东不能实益拥有超过 50%在上市日由公众持有的股份），公司、整体协调人和联席保荐人可全权酌情调整投资者股份数量的分配。(ii)上市规则第 8.08(1)(a)条规定的最低公众持股量要求或联交所批准的其他要求。



For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 of, and the placing guidelines set out in Appendix F1 to the Listing Rules.

为避免疑义，投资者同意，整体协调人将有唯一的酌情权决定是否为遵守上市规则的相关最低要求（包括但不限于上市规则第 8.08 条下的公众持股量要求及上市规则附录 F1 中规定的配售指引）而拒绝国际发售中投资者（及国际发售中的其他基石投资者）以外的投资者的所有或任何部分订单。

## SCHEDULE 2 附表 2

## PARTICULARS OF INVESTOR 投资者详情

## The Investor

Place of incorporation: 注册成立地点:	The British Virgin Islands
Certificate of incorporation number: 统一社会信用代码:	/
Business registration number: 商业登记号码:	2053388
Principal activities: 主要业务:	an investment institution and its principal business activities include investment in the PRC and international secondary equity markets and provision of financing advisory services.
Ultimate controlling shareholder: 最终控股股东:	Ms. Su Shijin
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点:	/
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务:	/
Shareholder and interests held: 股东及所持权益:	wholly owned by Ms. Shu Shijin
Description of the Investor for insertion in the Prospectus: 于公开文件中插入的投资者描述:	<p>Yulong International Capital Limited (“<b>Yulong International</b>”) was incorporated in the British Virgin Islands on 26 January 2021. Yulong International is an investment firm primarily focused on the domestic and overseas capital markets, with its business centered on secondary market equity investments and financing advisory services. As of the financial year ended December 31, 2024, the net asset value of Yulong International was approximately HK\$800 million.</p> <p>Yulong International is wholly owned by Ms. Su Shijin (蘇施錦), an independent third party. Yulong International confirmed that all necessary approvals have been obtained</p>

with respect to the Cornerstone Placing and that no specific approval from any stock exchange (if relevant) is required for the relevant cornerstone investment.

Cornerstone Investor

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:

**May 15, 2025**

**XIAMEN JIHONG CO., LTD**  
**(廈門吉宏科技股份有限公司)**

**THE SINGLE LARGEST GROUP OF SHAREHOLDERS**  
**(as defined herein)**

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES**  
**LIMITED**  
**(中國國際金融香港證券有限公司)**

**CMB INTERNATIONAL CAPITAL LIMITED**  
**(招銀國際融資有限公司)**  
**(in alphabetical order)**

**and**

**THE HONG KONG UNDERWRITERS**  
**(named in Schedule 1)**

---

**HONG KONG UNDERWRITING AGREEMENT**  
**relating to the Hong Kong Public Offering of 6,791,000 H**  
**Shares of nominal value of RMB1.00 each in**  
**XIAMEN JIHONG CO., LTD**  
**(廈門吉宏科技股份有限公司)**

---

## TABLE OF CONTENTS

	Page
<b>1</b>	<b>DEFINITIONS AND INTERPRETATION .....3</b>
<b>2</b>	<b>CONDITIONS.....15</b>
<b>3</b>	<b>APPOINTMENTS .....18</b>
<b>4</b>	<b>HONG KONG PUBLIC OFFERING .....23</b>
<b>5</b>	<b>ALLOTMENT AND PAYMENT .....28</b>
<b>6</b>	<b>STABILISATION.....30</b>
<b>7</b>	<b>COMMISSIONS AND COSTS .....31</b>
<b>8</b>	<b>REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.....35</b>
<b>9</b>	<b>INDEMNITY .....38</b>
<b>10</b>	<b>FURTHER UNDERTAKINGS .....42</b>
<b>11</b>	<b>TERMINATION.....49</b>
<b>12</b>	<b>RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES .....54</b>
<b>13</b>	<b>ANNOUNCEMENTS .....56</b>
<b>14</b>	<b>CONFIDENTIALITY .....57</b>
<b>15</b>	<b>NOTICES .....58</b>
<b>16</b>	<b>GOVERNING LAW, DISPUTE RESOLUTION AND IMMUNITY .....60</b>
<b>17</b>	<b>MISCELLANEOUS .....62</b>
	<b>SCHEDULE 1 THE HONG KONG UNDERWRITERS.....66</b>
	<b>SCHEDULE 2 THE WARRANTIES.....69</b>
	<b>SCHEDULE 3 CONDITIONS PRECEDENT DOCUMENTS .....70</b>
	<b>SCHEDULE 4 SET-OFF ARRANGEMENTS .....79</b>
	<b>SCHEDULE 5 FORMAL NOTICE .....80</b>
	<b>SCHEDULE 6 PROFESSIONAL INVESTOR TREATMENT NOTICE .....81</b>

**THIS AGREEMENT** is made on May 15, 2025

**BETWEEN:**

- (1) **XIAMEN JIHONG CO., LTD (廈門吉宏科技股份有限公司)**, a joint stock company incorporated in the PRC with limited liability, whose registered office is at No. 9 Putou Road, Dongfu Industry Park II, Haicang District, Xiamen, Fujian Province, PRC (the “**Company**”);
- (2) **MS. ZHUANG Hao (莊浩)** of No.2-34 Yuandang Road, Siming District, Xiamen, PRC;
- (3) **MR. ZHUANG Shu (莊澍)** of Room 401, No. 96, Sports Road, Siming District, Xiamen, PRC;
- (4) **MS. HE JINGYING (賀靜穎)** of 38/F, Yuzhou Plaza, No. 55 South Hubin Road, Siming District, Xiamen, PRC;
- (5) **MR. ZHANG HEPING (張和平)** of No.2-34 Yuandang Road, Siming District, Xiamen, PRC;
- (6) **MR. ZHUANG ZHENHAI (莊振海)** of 38/F, Yuzhou Plaza, No. 55 South Hubin Road, Siming District, Xiamen, PRC;
- (7) **MR. LU TASHAN (陸它山)** of Room E, 17/F, Block 12, Pacific Palisades, 1 Braemar Hill Road, North Point, Hong Kong;
- (8) **TIBET YONGYUE SHICHAO CORPORATE MANAGEMENT CO., LIMITED\* (西藏永悅詩超企業管理有限公司)**, a limited liability company incorporated in the PRC, whose registered address is at No. 401, Unit 4, Building 19, Shibang Oujun, Duilongdeqing District, Lhasa, Tibet Autonomous Region, PRC (the “**Tibet Yongyue**”);  
  
(Ms. Zhuang Hao, Mr. Zhuang Shu, Ms. He Jingying, Mr. Zhang Heping, Mr. Zhuang Zhenhai, Mr. Lu Tashan and Tibet Yongyue, together, the “**Single Largest Group of Shareholders**”)
- (9) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED (中國國際金融香港證券有限公司)** of 29/F One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (the “**CICC**”);
- (10) **CMB INTERNATIONAL CAPITAL LIMITED (招銀國際融資有限公司)** of 45th Floor, Champion Tower, 3 Garden Road, Central, Hong Kong (the “**CMBI**”); and
- (11) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**”).

**RECITALS:**

- (A) The Company is a joint stock company incorporated in the PRC with limited liability on December 24, 2003 under the laws of PRC, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on March 13, 2024. As of the date hereof, the Company has a registered share capital of RMB384,769,288 comprising 384,769,288 A Shares with a nominal value of RMB1.00 each, all of which are listed on the Shenzhen Stock Exchange.
- (B) As at the date of this Agreement, the Single Largest Group of Shareholders were entitled to control approximately 32.1% of the total issued share capital of the Company.

- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering and concurrently, the Company will offer and sell H Shares outside the United States in offshore transactions in reliance on Regulation S under the Securities Act in the International Offering.
- (D) CICC and CMBI (in alphabetical order) have been appointed as the Joint Sponsors, Sponsor-Overall-Coordinators (the “**Sponsor-OCs**” and each a “**Sponsor-OC**”), Overall Coordinators and Joint Global Coordinators in connection with the Global Offering.
- (E) The Joint Sponsors have made an application on behalf of the Company to the Listing Committee of the Stock Exchange for the listing on the Main Board of, and permission to deal on the Main Board in the H Shares.
- (F) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (G) Each of the Warrantors has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favour of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters.
- (H) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its H Share Registrar for the H Shares.
- (I) The Company has appointed CMB Wing Lung Bank Limited as the Receiving Bank for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (J) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on January 24, 2025, authorizing the Company to proceed with the Global Offering and the listing of the H Shares on the Stock Exchange.
- (K) The Company, the Single Largest Group of Shareholders, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and other International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (L) Reserved.
- (M) At a meeting of the Board held on May 6, 2026, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and Ms. Zhuang Hao and Mr. Lu Tashan were authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (N) The Hong Kong Prospectus and the Formal Notice have been prepared and each is in an agreed form.

**NOW IT IS HEREBY AGREED** as follows:

## 1 DEFINITIONS AND INTERPRETATION

1.1 **Introduction:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following words and expressions shall have the respective meanings set out below:

“**A Shares**” means ordinary shares issued by the Company with a nominal value of RMB1.00 each, which are listed on the Shenzhen Stock Exchange and traded in RMB;

“**Acceptance Date**” means May 22, 2025, being the date on which the Application Lists close in accordance with Clause 4.4;

“**Accepted Hong Kong Public Offering Applications**” means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.5;

“**Accounts**” means the audited consolidated financial statements of the Group as of and for the three years ended December 31, 2022, 2023 and 2024, and all related notes as set out in Appendix I to the Prospectus;

“**Admission**” means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal on the Main Board in the H Shares;

“**Affiliates**” means, in relation to any person, means any other person which is the holding company of such person, or which is a subsidiary or branch, or any subsidiary or branch of such person or of the holding company of such person, or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person. For the purposes of the foregoing, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms “**controlling**”, “**controlled by**” and “**under common control with**” shall be construed accordingly;

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong;

“**AFRC Transaction Levy**” means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

“**Announcement Date**” means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be May 26, 2025;

“**Application Lists**” means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.4;

“**Application Proof**” means the application proofs of the Prospectuses posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on February 6, 2024, August 23, 2024, and April 10, 2025, respectively;

“**Approvals and Filings**” means all approvals (including the CSRC approvals), sanctions, consents, permissions, certificates, authorisations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;



**“Articles of Association”** means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

**“Associate”** or **“Close Associate”** has the meaning given to it in the Listing Rules;

**“Board”** means the board of directors of the Company;

**“Brokerage”** means the brokerage at the rate of 1.0% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;

**“Business Day”** means any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which banks in Hong Kong are open for general banking business and on which the Stock Exchange is open for business of dealing in securities;

**“CCASS”** means the Central Clearing and Settlement System established and operated by HKSCC;

**“CMI Engagement Letters”** means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

**“CMIs”** or **“Capital Market Intermediaries”** means CICC and CMBI (in alphabetical order), BOCI Asia Limited (**“BOCI”**), China Galaxy International Securities (Hong Kong) Co., Limited (**“CGI”**), ICBC International Securities Limited (**“ICBCI”**), CCB International Capital Limited (**“CCBI”**), Quam Securities Limited (**“Quam”**), SDHG International Securities Limited (**“SDHG”**), Fosun International Securities Limited (**“Fosun”**), Long Bridge HK Securities (**“LBHK”**), Livermore Holdings Limited (**“Livermore”**), Sinolink Securities (Hong Kong) Company Limited (**“Sinolink”**) and Huaifu International Securities Limited (**“HFI”**);

**“Code of Conduct”** means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

**“Companies Ordinance”** means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“Companies (Winding Up and Miscellaneous Provisions) Ordinance”** means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“Company’s Local HK Counsel”** or **“Robertsons”** means Robertsons, being the Company’s legal advisers as to local Hong Kong laws, of 57/F, The Center, 99 Queen’s Road Central, Hong Kong;

**“Company’s Japan Counsel”** or **“Anderson”** means Anderson Mori & Tomotsune, being the Company’s legal advisers as to Japan laws, of 24F, Grand Front Osaka Tower B, 3-1, Ofuka-Cho, Kita-Ku, Osaka-Shi, Osaka 530-0011, Japan;

**“Company’s Korea Counsel”** or **“S&K”** means Shin & Kim LLC, being the Company’s legal advisers as to South Korea (Republic of Korea) laws, of D-Tower(D2), 17 Jongno 3-gil, Jongno-gu, Seoul 03155, Korea;

**“Company’s Malaysia Counsel”** or **“C&L”** means Christopher & Lee Ong, being the Company’s legal advisers as to Malaysia laws, of Level 22, Axiata Tower, No.9 Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia;

**“Company’s Philippines Counsel”** or **“Sycip”** means SyCip Salazar Hernandez & Gatmaitan, being the Company’s legal advisers as to Philippines laws, of SycipLaw Center, 105 Paseo de Roxas Makati City 1226, The Phillipines;

**“Company’s PRC Counsel”** or **“Kang Da”** means Kang Da Law Firm, being the Company’s legal advisers as to PRC laws, of 8/F, Emperor Group Centre, No. 12D, Jianwai Avenue, Chaoyang District, Beijing, PRC;

**“Company’s PRC Data Compliance Counsel”** or **“Junhe”** means Junhe LLP, being the Company’s legal advisers as to PRC data compliance laws, of 20/F, China Resources Building, 8 Jianguomenbei Avenue, Beijing, PRC;

**“Company’s Saudi Arabia Counsel”** or **“Tamimi”** means Al Tamimi & Company Limited, being the Company’s legal advisers as to Saudi Arabia laws, of Level 9, Abdulhadi Al Hugayet Tower, Prince Turki Street, Al Shamaliah Area;

**“Company’s Singapore Counsel”** or **“Dentons Singapore”** means Dentons Rodyk & Davidson LLP, being the Company’s legal advisers as to Singapore laws, of 80 Raffles Place, #30-00 UOB Plaza 1, Singapore 048624;

**“Company’s Taiwan Counsel”** or **“Lee and Li”** means Lee and Li, Attorneys-at-Law, being the Company’s legal advisers as to Taiwan laws, of 8F, No.555, Sec. 4, Zhongxiao E. Rd. Taipei 11072, Taiwan, R.O.C.;

**“Company’s Thailand Counsel”** or **“WC&P”** means Weerawong, Chinnavat & Partners Ltd., being the Company’s legal advisers as to Thailand laws, of No. 1 Park Silon Tower, 39th Floor, Convent Road, Silom, Bangrak, Bangkok 10500, Thailand;

**“Compliance Adviser”** means Fosun International Capital Limited;

**“Compliance Adviser Agreement”** means the agreement entered into between the Company and the Compliance Adviser on February 1, 2024, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

**“Conditions”** means the conditions precedent set out in Clause 2.1;

**“Conditions Precedent Documents”** means the documents listed in Parts A and B of Schedule 3;

**“Connected Person”** or **“Core Connected Person”** has the meaning given to it in the Listing Rules;

**“Contracts (Rights of Third Parties) Ordinance”** means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“Cornerstone Investment Agreements”** means the cornerstone investment agreements entered into between, *inter alia*, the Company and the cornerstone investors as described in the Prospectus;

**“CSRC”** means the China Securities Regulatory Commission of the PRC;

**“CSRC Archive Rules”** means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加

強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or modified from time to time;

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on February 6, 2024 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

“**CSRC Filing(s)**” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“**CSRC Rules**” means the CSRC Filing Rules and the CSRC Archive Rules;

“**Directors**” means the directors of the Company whose names are set out in the section headed “Directors, Supervisors and Senior Management” in the Prospectus;

“**Disclosure Package**” shall have the meaning ascribed to it in the International Underwriting Agreement;

“**Disputes**” has the meaning ascribed to it in Clause 16.2;

“**Encumbrance**” means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or security interest of any kind, or an agreement, arrangement or obligation to create any of the foregoing;

“**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

“**Final Offering Circular**” has the meaning ascribed to it under the International Underwriting Agreement;

“**FINI**” means the “Fast Interface for New Issuance”, an online platform operated by the HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement of all new listings;

“**FINI Agreement**” means the FINI agreement dated May 9, 2025 and entered into between the Company and HKSCC;

“**Formal Notice**” means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

“**Global Offering**” means the Hong Kong Public Offering and the International Offering;

**“Governmental Authority”** means any administrative, governmental, executive or regulatory commission, individual, board, body, authority or agency, or any stock exchange, self-regulatory organisation or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic or foreign (including, without limitation, the SFC, the Stock Exchange, the CSRC and Shenzhen Stock Exchange);

**“Group”** means the Company and its Subsidiaries from time to time, and the expression “member of the Group” shall be construed accordingly;

**“Group Company”** means a member of the Group;

**“H Share(s)”** means the overseas listed foreign share(s) in the ordinary share capital of the Company, with nominal value of RMB1.00 each, which are to be subscribed for and traded in HK dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

**“H Share Registrar”** means Computershare Hong Kong Investor Services Limited;

**“H Share Registrar’s Agreement”** means the agreement dated May 9, 2025 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

**“HK\$”** or **“Hong Kong dollars”** means Hong Kong dollars, the lawful currency of Hong Kong;

**“HKSCC”** means Hong Kong Securities Clearing Company Limited;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Hong Kong Offer Shares”** means the 6,791,000 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12;

**“Hong Kong Prospectus”** means the prospectus in agreed form, relating to the Hong Kong Public Offering, to be issued by the Company;

**“Hong Kong Prospectus Date”** means the date of issue of the Hong Kong Prospectus, which is expected to be on or around May 19, 2025;

**“Hong Kong Public Offering”** means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

**“Hong Kong Public Offering Applications”** means applications to subscribe for Hong Kong Offer Shares made online through the White Form eIPO Service Provider or through HKSCC in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including for the avoidance of doubt Hong Kong Underwriter’s Applications;

**“Hong Kong Public Offering Documents”** means the Hong Kong Prospectus, the Application Proof, the PHIP and the Formal Notice;

**“Hong Kong Underwriters”** means the underwriters whose names and addresses are set out in Schedule 1;

**“Hong Kong Underwriting Commitment”** means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in Schedule 1;

**“Hong Kong Underwriter’s Application”** means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

**“Incentive Fee”** has the meaning ascribed to it in Clause 7.2;

**“Indemnified Parties”** means the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as their respective head offices and branches, representatives, partners, Affiliates, directors, supervisors (as applicable), officers, shareholders employees, assignees, advisers, consultants and agents of each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and of each of their respective Affiliates and delegates under Clause 3.8, as well as their respective head offices and branches, and the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any of them;

**“Indemnifying Parties”** means the Warrantors and **“Indemnifying Party”** means any one of them;

**“Industry Consultant”** means China Insights Industry Consultancy Limited, the independent industry consultant for the Company;

**“Intellectual Property”** means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

**“Internal Control Consultant”** means Xinyong Fanglve Management Consulting Co., Ltd., the internal control consultant to the Company;

**“International Offer Shares”** means the 61,119,000 H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

**“International Offering”** means the conditional placing by the International Underwriters or their respective affiliates, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, or any other exemption from the registration requirements under the

Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

**“International Offering Purchasing Commitment”** means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure placees, or failing which itself as principal to purchase, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

**“International Underwriters”** means the underwriters of the International Offering named as such in the International Underwriting Agreement;

**“International Underwriting Agreement”** means the International Underwriting Agreement relating to the International Offering expected to be entered into between, among others, the Company, the Single Largest Group of Shareholders, the Overall Coordinators, and the International Underwriters on or around the Price Determination Date;

**“Investor Presentation Materials”** means all information, materials and documents issued, given or presented in any of the investor presentations and/or roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

**“Joint Bookrunners”** means CICC and CMBI (in alphabetical order), BOCI, CGI, ICBCI, CCBI, Quam, SDHG, Fosun, LBHK, Livermore, Sinolink and HFI, being the joint bookrunners to the Global Offering;

**“Joint Global Coordinators”** means CICC and CMBI (in alphabetical order), BOCI, CGI, ICBCI and CCBI being the joint global coordinators to the Global Offering;

**“Joint Lead Managers”** means CICC and CMBI (in alphabetical order) BOCI, CGI, ICBCI, CCBI, Quam, SDHG, Fosun, LBHK, Livermore, Sinolink and HFI, being the joint lead managers to the Global Offering;

**“Joint Sponsors”** means CICC and CMBI (in alphabetical order), being the joint sponsors to the Global Offering;

**“Laws”** means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, statutes, sanctions, measures, codes, policies, consents, judgments, decrees or rulings (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any court, government, law enforcement agency, governmental or regulatory authority whether international, national, central, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC, the CSRC and the Shenzhen Stock Exchange) of all relevant jurisdictions (including, without limitation, Hong Kong and the PRC) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding Up and Miscellaneous Provisions) Ordinance, the CSRC Rules, and the Rules Governing the Listing of Securities on the Shenzhen Stock Exchange);

**“Legal Advisers”** means Dentons Hong Kong LLP, Kang Da, Junhe, Robertsons, Anderson, S&K, C&L, Sycip, Tamimi, Dentons Singapore, Lee and Li, WC&P, Jia Yuan Law Office, Allen Overy Shearman Sterling and Han Kun;

**“Listing”** means the listing of the H Shares on the Main Board;

**“Listing Committee”** means the listing committee of the Stock Exchange;

**“Listing Date”** means the first day on which the Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on May 27, 2025;

**“Listing Rules”** means The Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (as amended from time to time) and the listing decisions, guidelines, guidance letters, and other requirements of the Stock Exchange;

**“Main Board”** means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange;

**“Material Adverse Change”** means a material adverse change, or any development involving a prospective material adverse change, whether directly or indirectly, on or affecting the profits, losses, results of operations, assets, liabilities, business, revenue, general affairs, business, management, performance, prospects, shareholders’ equity, position or condition (financial, trading or otherwise) of the Group, taken as a whole;

**“Material Adverse Effect”** means a material adverse effect or any development involving a prospective material adverse effect, whether directly or indirectly, on or affecting the profits, losses, results of operations, assets, liabilities, business, revenue, general affairs, business, management, performance, prospects, shareholders’ equity, position or condition (financial, trading or otherwise) of the Group, taken as a whole;

**“Nominee”** means CMB Wing Lung (Nominees) Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

**“OC Announcement”** means the announcements dated February 6, 2024, August 23, 2024 and April 10, 2025, respectively, setting out the names of the Overall Coordinators appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s);

**“Offer Price”** means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed for and/or purchased pursuant to the Global Offering, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;

**“Offer Shares”** means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

**“Offering Circular”** means the final offering circular to be issued by the Company in connection with the International Offering;

**“Offering Documents”** means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications or information made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or any of the Underwriters;

**“Operative Documents”** means the Price Determination Agreement, the Receiving Bank Agreement, the H Share Registrar’s Agreement, the Cornerstone Investment Agreements, and the FINI Agreement, or any relevant one or more of them as the context requires;

**“Overall Coordinators”** and/or **“Sponsors-OCs”** means CICC and CMBI (in alphabetical order), being the overall coordinators and the sponsor-overall coordinators to the Global Offering;

**“Over-Subscription”** has the meaning ascribed to it in Clause 4.11;

**“PHIP”** means the post hearing information pack of the Company posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on May 8, 2025, as amended or supplemented by any amendment or supplement thereto;

**“PRC”** means the People’s Republic of China which, for the purposes of this Agreement only, excludes Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

**“PRC Company Law”** means the Company Law of the PRC;

**“Preliminary Offering Circular”** means the preliminary offering circular dated May 19, 2025 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

**“Price Determination Agreement”** means the agreement in the agreed form to be entered into between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the other Underwriters) on the Price Determination Date to record the Offer Price;

**“Price Determination Date”** means the date on which the Offer Price is fixed for the purposes of, among others, the Hong Kong Public Offering in accordance with Clause 2.6;

**“Proceedings”** has the meaning ascribed to it in Clause 9.2;

**“Prospectus”** means the prospectus in the agreed form to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

**“Prospectus Date”** means the date of issue of the Prospectus, which is expected to be on or about May 19, 2025;

**“Receiving Bank”** means CMB Wing Lung Bank Limited, the receiving bank appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

**“Receiving Bank Agreement”** means the agreement dated May 15, 2025 entered into between the Company, the Receiving Bank, the Nominee, the Joint Sponsors, the Overall Coordinators and the H Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

**“Relevant Jurisdictions”** has the meaning ascribed to it in Clause 11.1;

**“Renminbi”** and **“RMB”** mean Renminbi, the lawful currency of the PRC;

**“Reporting Accountants”** means Ernst & Young, Certified Public Accountants;

**“Securities Act”** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;



**“Securities and Futures Commission”** or **“SFC”** means the Securities and Futures Commission of Hong Kong;

**“Securities and Futures Ordinance”** or **“SFO”** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“SFC Transaction Levy”** means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

**“Share(s)”** means the A Share(s) and/or the H Share(s);

**“Sponsor-OCs”** means CICC and CMBI (in alphabetical order), being the sponsor-overall coordinators to the Global Offering;

**“Sponsor and Sponsor-OC Mandates”** means the engagement letters dated December 1, 2023 and December 5, 2023, and the supplemental engagement letters dated February 11, 2025 and February 14, 2025, entered into between the Company and CICC and CMBI (in alphabetical order), respectively, appointing each of CICC and CMBI as a joint sponsor, an overall coordinator and a sponsor-overall coordinator in connection with the Listing and Global Offering;

**“Supervisor(s)”** means the supervisor(s) of the Company whose names are set out in the section headed “Directors, Supervisors and Senior Management” of the Prospectus”;

**“Stock Exchange”** means The Stock Exchange of Hong Kong Limited;

**“Subsidiaries”** means the subsidiaries of the Company within the meaning of the Companies Ordinance, including without limitation, the companies named in the Prospectus as subsidiaries of the Company, and **“Subsidiary”** means any one of them;

**“Supplemental Offering Materials”** means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares other than the Offering Documents or amendments or supplements thereto, including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication;

**“Taxation”** or **“Taxes”** means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Governmental Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Governmental Authorities whether of Hong Kong, the PRC, or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise,

and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

**“Tax Advisors”** means Ernst & Young (China) Advisory Limited;

**“Time of Sale”** has the same meaning as in the International Underwriting Agreement;

**“Trading Fee”** means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

**“Under-Subscription”** has the meaning ascribed to it in Clause 4.6;

**“Underwriters”** means the Hong Kong Underwriters and the International Underwriters;

**“Underwriters’ PRC Counsel”** means Han Kun Law Offices, being the Underwriters’ legal advisers on PRC law, of 9/F, Office Tower C1, Oriental Plaza, 1 East Chang An Ave., Dongcheng District, Beijing, PRC ;

**“Underwriting Commission”** has the meaning ascribed to it in Clause 7.1;

**“United Kingdom”** means the United Kingdom of Great Britain and Northern Ireland;

**“Unsubscribed Shares”** has the meaning ascribed to it in Clause 4.6;

**“U.S.”** and **“United States”** means the United States of America, its territories, its possessions, and all areas subject to its jurisdiction;

**“Verification Notes”** means the verification notes relating to the Prospectus and the verification notes relating to the CSRC Filing Report, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Joint Sponsors and the Overall Coordinators;

**“Warranties”** means the representations, warranties, agreements and undertakings of the Warrantors as set out in Schedule 2;

**“Warranting Shareholders”** means the Single Largest Group of Shareholders and **“Warranting Shareholder”** means each of them;

**“Warrantors”** means the Company and the Single Largest Group of Shareholders, and **“Warrantor”** means each of them;

**“White Form eIPO”** means the application for Hong Kong Offer Shares to be issued in the applicant’s own name by submitting applications online through the designated website of the White Form eIPO Service Provider at [www.eipo.com.hk](http://www.eipo.com.hk);

**“White Form eIPO Service”** means the facility offered by the Company through the White Form eIPO Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Prospectus; and

**“White Form eIPO Service Provider”** means Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong.

- 1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.
- 1.3 **References:** Except where the context otherwise requires, references in this Agreement to:
- 1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
  - 1.3.2 a “**company**” shall include any company, corporation or other body corporate, whenever and however incorporated or established;
  - 1.3.3 a “**person**” shall include any individual, firm, company, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);
  - 1.3.4 a “**subsidiary**” or a “**holding company**” are to the same as defined in sections 15 and 13 of the Companies Ordinance;
  - 1.3.5 “**Clauses**”, “**Paragraphs**”, “**Recitals**” and “**Schedules**” are to clauses and paragraphs of and recitals and schedules to this Agreement;
  - 1.3.6 “**parties**” are to the parties to this Agreement;
  - 1.3.7 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
  - 1.3.8 the terms “**or**”, “**include**”, “**includes**”, “**including**” and “**and**” are not exclusive;
  - 1.3.9 the terms “**purchase**” and “**purchaser**”, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms “**sell**” and “**sale**”, when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the H Shares by the Company;
  - 1.3.10 a document being “**in the agreed form**”, “**in agreed form**” and “**in an agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;
  - 1.3.11 a “**certified true copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;
  - 1.3.12 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules;

- 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
- 1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and
- 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Joint Sponsors or the Overall Coordinators shall only be exercised when the Joint Sponsors or the Overall Coordinators (as the case may be) unanimously elect to do so, respectively.
- 1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

## **2 CONDITIONS**

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):
- 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from the Company and/or Dentons Hong Kong LLP (on behalf of the Company) all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;
- 2.1.2 the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Prospectus Date;
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the H Shares on the Main Board;

- 2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the other Hong Kong Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)) in accordance with Clause 2.6 and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on the Price Determination Date and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
- 2.1.8 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);
- 2.1.9 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;
- 2.1.10 the resolutions with respect to the Global Offering having been duly passed by the shareholders of the Company and the Board and no resolutions(s) having been passed by the shareholders of the Company and the Board to revoke or withdraw the Global Offering;
- 2.1.11 all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC are granted and are not otherwise revoked, withdrawn, amended or invalidated; and
- 2.1.12 all of the Approvals and Filings in connection with the application for listing of the H Shares and the Global Offering granted by the relevant regulatory authorities, have been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.

- 2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to fulfil or use its best efforts to procure the fulfilment of the Conditions and to do such things and take such actions as are necessary to ensure that Admission is obtained and not cancelled or revoked, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the Shenzhen Stock Exchange, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Governmental Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions on or before the relevant time or date specified therefor.
- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30<sup>th</sup> day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Joint Sponsors and Overall Coordinators to the other parties to this Agreement and the relevant regulatory Governmental Authorities as soon as practicable after any such extension is made); or
- 2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.
- 2.5 **No waiver in certain circumstances:** The Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.
- 2.6 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the said price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by May 23, 2025, and no extension is granted by the Joint Sponsors and Overall Coordinators pursuant to Clause 2.3, then the

provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Joint Sponsors and the Overall Coordinators) hereby authorizes the Joint Sponsors and the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.

- 2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares initially offered in the Global Offering below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and on the website of the Company ([www.jihong.cn](http://www.jihong.cn)) notices of the reduction. Upon issue of such a notice, the revised indicative Offer Price range and/or number of Offer Shares initially offered in the Global Offering will be final and conclusive and the Offer Price, if agreed upon by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Company, will be fixed within such revised range. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction.

### 3 APPOINTMENTS

- 3.1 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CMBI (in alphabetical order) as the joint sponsors of the Company in relation to its application for Admission, and each of the Joint Sponsors, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Sponsors hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates, which shall continue to be in full force and effect.
- 3.2 **Sponsor-OCs and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CMBI (in alphabetical order) as the sponsor-overall coordinators, and the overall coordinators in connection with the Global Offering, and each of the Sponsor-OCs and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of CMBI as the designated Sponsor-OC of the Global Offering for communication with, and provision of information to, the Stock Exchange and the SFC in accordance with the applicable Laws or upon request. For the avoidance of doubt, the appointment of the Sponsor-OCs and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates, which shall continue to be in full force and effect.
- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CMBI (in alphabetical order) as the joint global coordinators in connection with the Global Offering, and each of the Joint Global

Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CMBI (in alphabetical order) as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CMBI (in alphabetical order) as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CMBI (in alphabetical order) as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.
- 3.9 **Conferment of authority:** The Company hereby irrevocably agrees and confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement. The Company further acknowledges and agrees that each of the Joint Sponsors is acting in the capacity as a sponsor subject to the Code of Conduct For Persons Licensed by or Registered



with the SFC (the “Code”), and therefore the Joint Sponsors shall also owe certain regulatory duties to the Stock Exchange and the SFC but such regulatory duties are not owed to any other party including the Company.

- 3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriters shall remain liable for the performance of this Agreement.
- 3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to any of the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

3.11.1 any of the matters referred in Clauses 9.2.1 to 9.2.3;

3.11.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

Notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss (as defined in Clause 9.2) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

- 3.12 **No fiduciary duties:** Each of the Warrantors acknowledges and agrees that (i) the Joint Sponsors, in their roles as such, are acting solely as sponsors in connection with the listing of the H Shares on the Stock Exchange, (ii) the Sponsor-OCs, in their roles as such, are acting solely as sponsor-overall coordinators of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Warrantors entered into on an arm’s length basis, and in no event do the parties intend that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, supervisors (as applicable), management, shareholders or creditors or any other person in connection with any activity that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint

Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Stock Exchange, either before or after the date hereof.

The Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its understanding and agreement to that effect. The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Warrantors, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Warrantors, their respective directors, supervisors (as applicable), management or shareholders or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, any advice to the Company on matters

in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as joint sponsors in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its/his/her own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective directors, supervisors (as applicable), officers and Affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

- 3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees pursuant to its appointment under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.
- 3.14 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:
- 3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

- 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.14.4 advised the Company on the information that should be provided to syndicate CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMIs participating in an IPO, which is currently around 75% fixed and 25% discretionary;
- 3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and
- 3.14.7 where the Company decided not to adopt an OC's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

## 4 HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company or Dentons Hong Kong LLP on the Company's behalf at the Registrar of Companies in Hong Kong, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice (in the agreed form) to be published on the official website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and the official website of the Company at [www.jihong.cn](http://www.jihong.cn) on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at [www.jihong.cn](http://www.jihong.cn) and the official website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk).
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated

transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

- 4.3 **H Share Registrar and White Form eIPO Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the HK eIPO White Form Service upon and subject to the terms and conditions of the H Share Registrar's Agreement. The Company undertakes with the Hong Kong Underwriters to use its best endeavours to procure that the H Share Registrar and White Form eIPO Service Provider shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above, "extreme conditions" caused by a super typhoon as announced by the Government of the Hong Kong and/ or a black rainstorm warning signal (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the other Hong Kong Underwriters) shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application, but shall not be obliged, on behalf of the Company, to reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. The respective International Offering Purchasing Commitments of the International Underwriters may be correspondingly reduced in such proportions as the Joint Sponsors and the Overall Coordinators may in their sole and absolute discretion determine in the event of such reallocation and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares.

The Company shall, and shall procure the Receiving Bank and the H Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, *inter alia*:

- 4.5.1 in the event of an Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an “**Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the “**Unsubscribed Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that

4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);

4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

$$[ N = T \times \frac{(C - P)}{(AC - AP)} ]$$

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;

C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter’s Applications of all the Hong Kong Underwriters; and

4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Overall Coordinators or the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

- 4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.
- 4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.
- 4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:
- 4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and
- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than the time and date specified in the Prospectus for the despatch of share certificates, duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share

Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.
- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an “Over-Subscription”), then:
- 4.11.1 subject to any required reallocation as set out in Clause 4.11.2 or 4.11.3 and relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the applicable Listing Rules, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications;
- 4.11.2 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering, so that the total number of Offer Shares available under the Hong Kong Public Offering will be increased to 20,373,000, 27,164,000 and 33,955,000 Offer Shares, respectively, representing approximately 30 % (in the case of (i)), 40 % (in the case of (ii)) or 50 % (in the case of (iii)), respectively, of the total number of Offer Shares available under the Global Offering; and
- 4.11.3 if (i) the International Offer Shares initially offered under the International Offering are not fully subscribed but the Hong Kong Offer Shares under the Hong Kong Public Offering are fully or over-subscribed, or (ii) the International Offer Shares initially offered under the International Offering are fully subscribed or over-subscribed and the Over-Subscription represents a subscription of less than 15 times of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 13,582,000 Offer Shares, representing two times the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, and the Offer Price shall be fixed at the bottom end of the indicative Offer Price range (i.e. HK7.48 per Offer Share) stated in the Prospectus.



In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing Commitments of the International Underwriters shall be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine. Any Unsubscribed Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering.
- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertakes with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the Stock Exchange to be granted by the Listing Committee.

## **5 ALLOTMENT AND PAYMENT**

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than the time and date specified in the Prospectus for the despatch of share certificates:
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued A Shares other than the differences as set out in the Hong Kong Public Offering Documents, including the right to rank in full for all distributions

declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

- 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
- 5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company at or around 9:15 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

- 5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) the amounts payable by the Company to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers, and other Hong Kong Underwriters pursuant to Clauses 5.3, 5.4 and 7; and
- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 7, the Company shall, and the Single Largest Group of Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or as soon as reasonably practicable upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company through its bank account(s) (details of which will be notified by the Company pursuant to the Receiving Bank Agreement) pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and

the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$10.68 per Offer Share.

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will use its best endeavours to procure that, in accordance with the terms of the H Share Registrar's Agreement, the H Share Registrar will pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of application monies and/or the distribution of refund cheques, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in accordance with terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominee or any other application of funds.

## **6 STABILISATION.**

- 6.1 **No stabilisation by the Warrantors:** Each of the Warrantors undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it/he/she will not, and will cause its/his/her Affiliates or any of its/his/her or its/his/her Affiliates' respective representatives, partners, directors, supervisors (as applicable), officers, employees or any person acting on its behalf or on behalf of any of the foregoing persons not to:
- 6.1.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any securities of the Company to facilitate the sale or resale

of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

- 6.1.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

The undertaking given by the Warrantors under this Clause 6.1 is given on a joint and several basis.

## 7 COMMISSIONS AND COSTS

- 7.1 **Underwriting commission:** Subject to this Agreement having become unconditional and having not been terminated in accordance with Clause 11 and the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 2.8% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the “**Underwriting Commission**”). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favourable than as set out in the Sponsor and Sponsor-OC Mandates and in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange. The Company has been advised by the Overall Coordinators the market’s practice on the ratio of the fixed and discretionary fees to be paid to the CMIs. The payment by the Company to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) of the Underwriting Commission in the manner set out in this Clause 7.1 shall be a full discharge of the Company’s obligation to the Hong Kong Underwriters to pay the Underwriting Commission and the Company shall not be concerned with the allocation and distribution of the Underwriting Commission among the Hong Kong Underwriters.
- 7.2 **Incentive fee:** The Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the “**Incentive Fee**”) of up to 2.3% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined and communicated to each CMI at or around the Price Determination Date and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) on FINI), in accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct and the requirements under the Listing Rules.

- 7.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Joint Sponsors pursuant to and in accordance with the terms of the Sponsors and Sponsor-OC Mandates.
- 7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and other expenses of, in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:
- 7.4.1 fees, disbursements and expenses of the Reporting Accountants;
  - 7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the H Shares, any service provider appointed by the Company in connection with White Form eIPO Service, and the process agent referred to in Clause 16.6 hereof;
  - 7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters (if any);
  - 7.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company;
  - 7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;
  - 7.4.6 fees, disbursements and expenses of any translators engaged by the Company;
  - 7.4.7 fees, disbursements and expenses of the Receiving Bank and the Nominee;
  - 7.4.8 fees, disbursements and expenses of the financial printer engaged by the Company;
  - 7.4.9 fees, disbursements and expenses of other agents, third party service providers, consultants and advisers engaged by the Company or the CMI and the Underwriters relating to the Global Offering;
  - 7.4.10 fees, disbursements and expenses related to the application for listing of and permission to deal in the Shares on the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Governmental Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;
  - 7.4.11 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of roadshow slides and graphics, and all fees and expenses of any consultants engaged in connection with the roadshow presentations, travel, lodging and other fees and expenses incurred by the Company, the Overall Coordinators, the Joint Global Coordinators, the CMI and the Underwriters and any such consultants and their respective representatives, provided that such costs and expenses shall be made in accordance with the Sponsor and Sponsor-OC Mandates, CMI Engagement Letters or other written engagement letters entered into between the Company and the respective Joint Global Coordinators, CMI and other Underwriters (as applicable);

- 7.4.12 all printing, document production, courier and advertising costs in relation to the Global Offering;
- 7.4.13 all costs of preparation, despatch and distribution of the Offering Documents (where applicable) in all Relevant Jurisdictions, and all amendments and supplements thereto, provided that such costs and expenses shall be provided to the Company for review prior to any payment by the Company;
- 7.4.14 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares, provided that such costs and expenses shall be provided to the Company for review prior to any payment by the Company;
- 7.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering and for printing and distribution of research reports, provided that such costs and expenses shall be provided to the Company for review prior to any payment by the Company;
- 7.4.16 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques, provided that such costs and expenses shall be provided to the Company for review prior to any payment by the Company;
- 7.4.17 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), stamp duty (if any), premium duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;
- 7.4.18 all fees and expenses relating to the registration of the Hong Kong Public Offering Documents and by amendments and supplements thereto with any Government Authority, including, without limitation, the Registrar of Companies in Hong Kong;
- 7.4.19 all costs and expenses related to the preparation and launching of the Global Offering including expenses related to travel, accommodation, printing, telecommunication and other out-of-pocket expenses to the extent reasonable evidence or proof can be provided, provided that such costs and expenses shall be made in accordance with the Sponsor and Sponsor-OC Mandates, CMI Engagement Letters or other written engagement letters entered into between the Company and the respective Joint Global Coordinators, CMIs and other Underwriters (as applicable);
- 7.4.20 all costs and expenses related to the press conferences of the Company in relation to the Global Offering, provided that such costs and expenses shall be provided to the Company for review prior to any payment by the Company;
- 7.4.21 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 7.4.22 all CCASS transaction fees payable in connection with the Global Offering;

- 7.4.23 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering, provided that such costs and expenses shall be provided to the Company for review prior to any payment by the Company; and
- 7.4.24 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them or on their or its behalf under this Agreement or and the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters, provided that all such costs, fees and expenses (whether or not specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters) shall in aggregate be subject to the maximum cap and/or approvals by the Company as set out in the respective Sponsor and Sponsor-OC Mandate, or CMI Engagement Letter (if applicable),

shall be borne by the Company, and the Company shall, and the Single Largest Group of Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation and expenses. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, and the Single Largest Group of Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis, provided that such costs and expenses shall be made in accordance with the Sponsor and Sponsor-OC Mandates, CMI Engagement Letters or other written engagement letters entered into between the Company and the respective Joint Global Coordinators, CMIs and other Underwriters (as applicable).

- 7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall, and the Single Largest Group of Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 within fifteen (15) days upon written demand by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be, or in accordance with the terms of the engagement letter or agreement into by the Company and the relevant party, if applicable.

- 7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request by the Overall Coordinators whichever is earlier.

## 8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 2 hereto, and each of the Single Largest Group of Shareholders hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 2 hereto, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

- 8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

- 8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding up and Miscellaneous Provisions) Ordinance;
- 8.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);
- 8.2.3 on the Acceptance Date;
- 8.2.4 on the Price Determination Date;
- 8.2.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
- 8.2.6 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);
- 8.2.7 the Announcement Date;
- 8.2.8 immediately prior to 8:00 a.m. on the Listing Date; and
- 8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Stock Exchange,

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or



supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

- 8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby severally and jointly undertakes to promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its/his/her knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he/she becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any of the Warrantors (as the case may be).
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby severally and jointly undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents the CSRC Filings or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), whereby such approval not to be unreasonably withheld or delayed.
- 8.5 **Remedial action and announcements:** Each of the Warrantors shall notify the Joint Sponsors and the Overall Coordinators, as soon as practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall as soon as practicable take such remedial action as may be required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Joint Sponsors and the Overall Coordinators may require and supplying the

Joint Sponsors and the Overall Coordinators (on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact or (ii) result in the loss of the Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document or do any such act or thing without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by Laws, in which case the relevant Warrantor shall first consult the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

- 8.6 **Warrantors' Knowledge:** A reference in this Clause 8 or in Schedule 2 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry and that such Warrantor (if any individual) or the directors of such Warrantor (if a legal entity) has/have used his/her/their best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive in all respects. Notwithstanding that any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its/his/her personal representatives or its/his/her successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

8.10 **Full force:** For the purpose of this Clause 8:

8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement

## 9 INDEMNITY

9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any Proceedings) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Parties to recover any loss, liability, damage, payment, cost (including legal costs), charge, expense or Taxation which the Indemnifying Parties may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares. However, subject to Clause 3.11, the foregoing shall not exclude any liability of such Indemnified Party for any Loss that is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) have been caused solely and directly by gross negligence, wilful default or fraud on the part of such Indemnified Party.

9.2 **Indemnity:** Each of the Indemnifying Parties undertakes, from time to time, jointly and severally, to indemnify, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party (including, without limitation, any investigation or inquiry by or before any Governmental Authority) (“**Proceedings**”), and (ii) all losses, liabilities, damages, payments, costs (including legal costs), disbursements, charges, fees, expenses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) and Taxation (“**Losses**”) which, jointly or severally, any Indemnified Party

may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:

- 9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, the PHIP, the OC Announcement, the CSRC Filings, all notices, announcements, advertisements, communication, roadshow materials or other documents relating to or connected with the Group or the Global Offering, whether issued or authorized by or on behalf of the Company, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact in any material respects, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- 9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, incomplete or inaccurate in any material respect, or misleading in any respect or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or the fact or any allegation that the Offering Documents or the CSRC Filings do not or did not, contain all information material in the context of the Global Offering or otherwise required to be stated therein; or
- 9.2.4 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Offering Documents or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or
- 9.2.5 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares; or
- 9.2.6 any breach or alleged breach on the part of the Warrantors or any action or omission of any Group Company or any Warrantor or any of their respective directors, supervisors (as applicable), officers or employees resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 9.2.7 any of the Warranties being untrue, incomplete, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in

accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or

- 9.2.9 any act or omission of any Group Company or any of the Warrantors in relation to the Global Offering; or
- 9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 9.2.11 any failure or alleged failure by the Warrantors, or any of the Directors and Supervisors of any Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering); or
- 9.2.12 the breach or alleged breach by any Group Company or any of the Warrantors of the applicable Laws in any respect; or
- 9.2.13 any litigation, action, proceeding, investigation, governmental or regulatory investigation or proceeding being instigated against any Warrantors, any Group Company or any of the directors and supervisors which is or will be adverse to, or affect, the business or financial or trading position or prospects of the Group taken as a whole, or settlement of any such investigation or Proceeding; or
- 9.2.14 any new interpretation of Laws or regulations or any new Law or regulation or any change or development involving a change in the interpretation of Laws or regulations that materially affects the existing operation of the Group; or
- 9.2.15 any breach by any of the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.16 any other matter arising in connection with the Global Offering,

provided that the indemnity provided for in this Clause 9.2.4 shall not apply in respect of any relevant Indemnified Party to the extent where any such Proceeding or any such Loss is finally determined by a court of competent jurisdiction or a properly constituted arbitral panel to have been caused solely and directly by the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party. The non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 9.3 **Notice of claims:** If any of the Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it/he/she shall as soon as practicable, to the extent permitted by applicable Laws and competent authorities give notice thereof to the Overall Coordinators (for themselves and on behalf of other Indemnified Party) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Parties of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Parties

shall not relieve the Indemnifying Parties from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Parties may participate at their expense in the defence of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the prior written consent of the Overall Coordinators (for themselves and on behalf of any Indemnified Parties), whereby such consent shall not be unreasonably withheld or delayed, that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent in writing to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Parties and paid as incurred.

- 9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Parties under this Agreement. The Indemnifying Parties shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Parties, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Party may otherwise have.

- 9.6 **Arrangements with advisers:** If any Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

- 9.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;
- 9.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

- 9.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 9.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.
- 9.8 **Payment free from counterclaims/set-offs:** All payments made by any Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 9.9 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Parties as and when they are incurred within thirty (30) Business Days of a written notice demanding payment being given to the Indemnifying Parties by or on behalf of the relevant Indemnified Party.
- 9.10 **Taxation:** If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying Parties shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 9.11 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.
- 9.12 **No double claims:** For the avoidance of doubt, neither the Company nor any of the Warrantors shall be liable under or otherwise in connection with this Agreement or the Sponsor and Sponsor-OC Mandates, CMI Engagement Letters or other written engagement letters entered into between the Company and the respective Joint Global Coordinators, CMIs and other Underwriters (as applicable), more than once in respect of the same Loss.

## 10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will, and each of the Single Largest Group of Shareholders shall (if applicable) and shall procure the Company to:

- 10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Governmental Authority in

respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:

- 10.1.1 complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up on terms that the Hong Kong Offer Shares, when issued, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions to be declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;
- 10.1.2 as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than May 26, 2025 (the date specified in the Prospectus for the despatch of share certificates), causing definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applications or, as the case may be, procuring that the share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant, and procuring that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee);
- 10.1.3 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;
- 10.1.4 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Governmental Authorities, including but not limited to lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;
- 10.1.5 making available on display on Stock Exchange's website at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company's website at [www.jihong.cn](http://www.jihong.cn), the documents referred to in the section of the Prospectus headed "Appendix VII – Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period stated therein;
- 10.1.6 using its best endeavours to procure that the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the H Share Registrar's Agreement and the Receiving Bank Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein;
- 10.1.7 procuring that none of the Company, any member of the Group, the Single Largest Group of Shareholders, and/or any of their respective directors, supervisors (as applicable), officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not



reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40<sup>th</sup>) day immediately following the Price Determination Date;

- 10.1.8 procuring that no Core Connected Person of the Company, and using its best endeavours to procure that no Connected Person and no existing shareholder owning more than 5% of the issued share capital of the Company or its Close Associates will, himself/herself or itself apply to subscribe for or purchase Hong Kong Offer Shares either in his/her or its own name or through nominees unless permitted to do so under the Listing Rules or relevant waiver or consent has been obtained from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or its Close Associates either in his/her or its own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.9 that no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche;
- 10.1.10 notifying the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Joint Global Coordinators (for themselves and on behalf of the Underwriters and the Capital Market Intermediaries) as soon as reasonably practicable if it becomes aware that any person who has applied for or indicated an interest for Offer Shares (or their respective beneficial owners) (a) is not a third party independent of the Company; (b) falls within (i) any of the placee categories (other than “Not Applicable” or, unless requested, “Non-SFC authorised fund”) as set out in the Stock Exchange’s placee list template or required to be disclosed by the FINI interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the Directors, Supervisors, general manager, the Single Largest Group of Shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries or a close associate of any of them (as such terms are defined in the Listing Rules);
- 10.1.11 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Prospectus headed “Future Plans and Use of Proceeds” (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the consent of the Joint Sponsors and the Overall Coordinators (which consent shall not be unreasonably withheld or delayed) during a period of six months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Joint Sponsors and the Overall Coordinators), and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction laws and regulations;
- 10.1.12 cooperating with and fully assisting, and procuring the members of the Group, the Single Largest Group of Shareholders, and using its best efforts to procure the

substantial shareholders (as defined in the Listing Rules) and/or any of their respective directors, supervisors (as applicable), officers, employees, Affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering, and using its best efforts to procure the Associates of the Company, to cooperate with and fully assist, in a timely manner, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC, the Shenzhen Stock Exchange and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;

10.1.13 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;

10.1.14 from the date hereof until 5:00 p.m. on the date which is the 30<sup>th</sup> Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise);

10.2 **Information:** provide to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or the Single Largest Group of Shareholders or which on due and careful enquiry ought to be known to the Company or the Single Largest Group of Shareholders and whether relating to the Group or the Company or any of the Single Largest Group of Shareholders or otherwise as may be required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Governmental Authority);

10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:

10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;

10.3.2 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, enter into any commitment or arrangement which, in the reasonable opinion of the Joint Sponsors and the Overall Coordinators, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;

10.3.3 take any steps which, in the reasonable opinion of the Joint Sponsors and the Overall Coordinators, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;

10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Nominee, the Receiving Bank and the White Form eIPO Service Provider without the prior written

consent of the Joint Sponsors and the Overall Coordinators, provided that such consent shall not be unreasonably withheld or delayed;

- 10.3.5 at any time after the date of this Agreement up to and including the Listing Date, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Governmental Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus; and
- 10.3.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), whereby such approval or consent shall not be unreasonably withheld or delayed, issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement.
- 10.4 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the Shenzhen Stock Exchange, the CSRC and any other Governmental Authority), including, without limitation:
- 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
- 10.5.2 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Listing Rule 3A.46, including but not

limited to keeping the syndicate members informed of any material changes to information provided under Listing Rule 3A.46(1) as soon as it becomes known to the Company and its directors;

- 10.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
- 10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) via FINI;
- 10.5.6 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMI’s under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;
- 10.5.7 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2024 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
- 10.5.8 reserved;
- 10.5.9 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;
- 10.5.10 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting any estimated financial information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Governmental Authority to be announced and disseminated to the public in any material respect;
- 10.5.11 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
- 10.5.12 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Governmental Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors and the Overall Coordinators (for

- themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.13 keeping the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or of any other relevant Governmental Authority, and to enable the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Governmental Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC or any such relevant Governmental Authority may require;
  - 10.5.14 providing to or procuring for the Joint Sponsors and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;
  - 10.5.15 providing to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require;
  - 10.5.16 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC; and
  - 10.5.17 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules;
- 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant and any recommend measures proposed by the Internal Control Consultant have been, implemented, rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.
- 10.7 **Significant changes:** if, at any time within 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents, the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, and, in connection therewith,
- 10.7.1 promptly provide full particulars thereof to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;

- 10.7.2 if so required by the Joint Sponsors, the Overall Coordinators, the Underwriters or the CMIs, inform the Stock Exchange, the SFC or the CSRC of such change or matter;
- 10.7.3 if so required by the Stock Exchange, the SFC, the CSRC, the Shenzhen Stock Exchange, the Joint Sponsors or the Overall Coordinators, promptly amend and/or prepare and deliver (through the Joint Sponsors and the Sponsor-OCs) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Joint Sponsors and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Shenzhen Stock Exchange, the Joint Sponsors and/or the Overall Coordinators may require; and
- 10.7.4 make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), provided that such consent shall not be unreasonably withheld or delayed.

For the purposes of this Clause 10.7, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

- 10.8 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

## 11 TERMINATION

- 11.1 **Termination by the Overall Coordinators:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the Shares commences on the Stock Exchange:

11.1.1 there develops, occurs, exists or comes into force:

- (a) any new law or regulation or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Governmental Authority in or affecting Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Japan, Singapore, Malaysia, Taiwan, Korea, Thailand, Saudi Arabia, Philippines, or other jurisdictions relevant to the Group or the Global Offering (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic,

fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or

- (c) any event or series of events, whether in continuation, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, (including without limitation COVID-19, SARS, MERS, H5N1, H1N1, H1N7, H7N9, Ebola, swine or avian influenza or such related/mutated forms), accident or interruption or delay in transportation, destruction of power plant) in or affecting any of the Relevant Jurisdictions, or without limiting the foregoing, any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed), or other state of emergency or calamity or crisis in or affecting any of the Relevant Jurisdictions; or
- (d) any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or
- (e) any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or
- (f) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange, the SFC, the Shenzhen Stock Exchange and/or the CSRC; or
- (g) the commencement by any Governmental Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director, supervisors (as applicable) or a senior management member of any Group Company in his/her capacity as such or announcing an intention to take any such action; or
- (h) the imposition of sanctions or export controls on any Group Company or any of the Single Largest Group of Shareholders, or the withdrawal of trading privileges which

existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or

- (i) any valid demand by creditors for repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (j) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings, or any aspect of the Global Offering with the Listing Rules, the CSRC Rules, or any other applicable Laws; or
- (k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any the Single Largest Group of Shareholders or any Director, Supervisors or senior management members as named in the Prospectus; or
- (l) any contravention by the Warrantors, any Group Company, or any Director or Supervisor of the Listing Rules or applicable Laws;
- (m) any change or prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus; or
- (n) any adverse change or prospective adverse change in the earnings, results of operations, business, business prospects, financial or trading position, conditions (financial or otherwise) or prospects (including any litigation or claim of any third party being threatened or instigated against any Group Company) of the Group as a whole,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- i. has or will or may have a material adverse effect, whether directly or indirectly, on the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company or the Group as a whole, or to any present or prospective shareholder of the Company in its capacity as such;
  - ii. has or will or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or
  - iii. makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or
  - iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or
- 11.1.2 there has come to the notice of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:



- (a) any statement contained in any of the Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the "**Global Offering Documents**") was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or
- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission or misstatement in any Global Offering Document; or
- (c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, undertakings, provisions or warranties given by the Company or the Single Largest Group of Shareholders in this Agreement or the International Underwriting Agreement; or
- (d) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to the indemnities in this Agreement; or
- (e) any breach of any of the obligations or undertakings imposed upon the Company or any member of the Single Largest Group of Shareholders to this Agreement or the International Underwriting Agreement; or
- (f) any litigation or dispute or potential litigation or dispute, which would adversely affect the operation, financial condition, reputation or composition of the board of the Group in a material respect; or
- (g) there is any change or development involving a prospective change, having a Material Adverse Effect; or
- (h) that the Chairman of the Board, any Director, Supervisor or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or
- (i) any Director, Supervisor or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or
- (j) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or
- (k) that the approval by the Listing Committee of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (l) any person (other than any of the Joint Sponsors) has withdrawn its consent to the issue of the Prospectus with the inclusion of its reports, letters and/or legal opinions (as the

case may be) and references to its name included in the form and context in which it respectively appears; or

- (m) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (n) any person (other than the Joint Sponsors and the Overall Coordinators) has withdrawn or sought to withdraw its consent to being named in any of the Offering Documents or to the issue of any of the Offering Documents; or
- (o) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or
- (p) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (q) that a material portion of the orders placed or confirmed in the bookbuilding process, or investment commitments made by any cornerstone investors under the Cornerstone Investment Agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled; or
- (r) any cornerstone investor is unlikely to fulfil its obligation under the respective agreement; or
- (s) the Company has withdrawn the Offering Documents (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering;

then the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice orally or in writing to the Company, terminate this Agreement with immediate effect.

**11.2 Effect of termination:** Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

- 11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;
- 11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the H Share Registrar and the Nominee dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement); and

- 11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall as soon as reasonably practicable pay to the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 and the Overall Coordinators may, in accordance with the provisions herein (including the requirement of payment time of Clause 7.6), instruct the Nominee to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

## 12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

- 12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters that except pursuant to the Global Offering, at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the **“First Six Month Period”**), it will not, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- 12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the share capital or any other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or
- 12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the H Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any H Shares); or
- 12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or
- 12.1.4 offer to or contract to or agree to do any of the foregoing specified in Clause 12.1.1, 12.1.2 or 12.1.3 or announce or publicly disclose any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces or publicly discloses any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the **“Second Six Month Period”**), it will take all reasonable steps to ensure that such an issue or disposal will not, and

no other act of the Company will, create a disorderly or false market for any Shares or other securities of the Company.

The Single Largest Group of Shareholders undertake to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters that it/he/she shall procure the Company to comply with the undertakings in this Clause 12.1.

- 12.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters that it will, and the Single Largest Group of Shareholders undertake to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules (the “**Minimum Public Float Requirement**”), and it will not effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the First Six Month Period without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

- 12.3 **Lock-up on the Single Largest Group of Shareholders:** Each of the Single Largest Group of Shareholders hereby undertakes to each of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- 12.3.1 it/he/she will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/him/her and the companies controlled by it/him/her will not, at any time during the First Six Month Period, (i) sell, offer to sell, accept subscription for, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or deposit any Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 12.3.1(i) or (ii) above, or (iv) offer to or agree to or announce or publicly disclose any intention to effect any transaction specified in Clause 12.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise, and whether or not the transactions will be completed within the First Six Month Period;

- 12.3.2 if it/he/she will, be beneficially interested in 30% or more of the total issued share capital of the Company immediately following the completion of the Global Offering, it/he/she will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/him/her and the companies controlled by it/him/her will not, at any time during the Second Six Month Period, enter into any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) above or offer to or agree to or announce any intention to effect any such transaction if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, it/he/she would cease to be beneficially interested in 30% or more of the total issued share capital of the Company;
- 12.3.3 if it/he/she will, be beneficially interested in less than 30% of the total issued share capital of the Company immediately following the completion of the Global Offering, it/he/she will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/him/her and the companies controlled by it/him/her will not, until the expiry of the Second Six-Month period, in the event that it/he/she enters into any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) above or offer to or agrees to or announces any intention to effect any such transaction, it/he/she will take all reasonable steps to ensure that it/he/she will not create a disorderly or false market in the securities of the Company; and
- 12.3.4 during the Second Six Month Period, (i) if and when it/he/she or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/he/she, immediately inform the Company and the Overall Coordinators in writing of such pledge or charge together with the number of Shares or other securities (or interests therein) of the Company so pledged or charged; and (ii) if and when it/he/she or the relevant registered holder(s) receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Shares or other securities (or interests therein) of the Company will be disposed of, immediately inform the Company and the Sole Overall Coordinator in writing of such indications.

The Company hereby undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that upon receiving such information in writing from the Single Largest Group of Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, the SFO and/or any other applicable Law, notify the Stock Exchange and/or other relevant Governmental Authorities, and make a public disclosure in relation to such information by way of an announcement.

- 12.4 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

## 13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company (or by any of its Single Largest Group of Shareholders, directors, supervisors (as applicable), officers, employees, consultants, advisers or agents) during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), whereby such approval shall not be unreasonably withheld or delayed, except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any securities exchange or regulatory or governmental body to which such party is subject or submits,

wherever situated, including, without limitation, the Stock Exchange, the CSRC, the Shenzhen Stock Exchange and the SFC, whether or not the requirement has the force of law and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuers thereof.

- 13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will, and the Single Largest Group of Shareholders undertake to procure that the Company will, conduct prior discussion with the Joint Sponsors and the Overall Coordinators in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six months from the date of this Agreement, which may conflict with any statement in the Prospectus.
- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

## 14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that their respective Affiliates, directors, supervisors (where applicable), officers, employees, consultants, advisers or agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or in relation to the other parties to this Agreement.
- 14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and its Affiliates' respective directors, supervisors (as applicable), officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:
- 14.2.1 required by applicable Laws;
  - 14.2.2 required, requested or otherwise compelled by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC, the Shenzhen Stock Exchange and the SFC, whether or not the requirement of information has the force of law;
  - 14.2.3 required to vest the full benefit of this Agreement in such party;
  - 14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party on a need-to-know basis and/ or under a duty of confidentiality;
  - 14.2.5 the information has come into the public domain through no fault of such party;
  - 14.2.6 required or requested by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint

Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;

- 14.2.7 required by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinator, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;
- 14.2.8 the other parties (and in the case of the Hong Kong Underwriters, by the Joint Sponsors and the Overall Coordinators (for themselves on behalf of the Hong Kong Underwriters)) have given prior written approval to the disclosure, such approval not to be unreasonably withheld; or
- 14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the case of Clauses 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

- 14.3 **Full force:** The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

## 15 NOTICES

- 15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.
- 15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and if so addressed, shall be deemed to have been duly given or made as follows:
  - 15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;
  - 15.2.2 if sent by post, two Business Days after the date of posting;
  - 15.2.3 if sent by airmail, five Business Days after the date of posting;
  - 15.2.4 if sent by email, immediately after the e-mail is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the e-mail has not been delivered;
  - 15.2.5 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

- 15.3 **Details of contact:** The relevant address and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the **Company**:

Address: Office 5, 15/F, Bank of East Asia Harbour  
View Centre, No. 56 Gloucester Road, Hong  
Kong SAR  
Fax: 05926316330  
Email: tashan@jihong.cn  
Attention: Mr. Lu Tashan

If to the **Single Largest Group of Shareholders**:

Address: Office 5, 15/F, Bank of East Asia Harbour  
View Centre, No. 56 Gloucester Road, Hong  
Kong SAR  
Fax: 05926316330  
Email: tashan@jihong.cn  
Attention: Mr. Lu Tashan

If to **CICC**:

Address: 29/F, One International Finance Centre  
1 Harbour View Street  
Central  
Hong Kong  
Fax: +852 2872 2100  
Email: IB\_1520@cicc.com.cn  
Attention: Project 1520 Deal Team

If to **CMBI**:

Address: 45th Floor, Champion Tower  
3 Garden Road  
Central  
Hong Kong  
Fax: +852 3900 0865  
Email: [project1520@cmbi.com.hk](mailto:project1520@cmbi.com.hk);  
ECMs@cmbi.com.hk  
Attention: CMBI

If to any of the other Hong Kong Underwriters, to the address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

- 15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number for the purposes of Clause 15.3, provided that such notification shall only be effective on:

- 15.4.1 the date specified in the notification as the date on which the change is to take place;  
or  
15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.



## 16 GOVERNING LAW, DISPUTE RESOLUTION AND IMMUNITY

- 16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.
- 16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or relating to this Agreement including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or relating to it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause 16 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Notwithstanding this Clause 16.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to or in support of any arbitration commenced under this Clause 16.2. Notwithstanding the above, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters shall also have the sole right:
- 16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to and/or in support of any dispute arising out of or in connection with this Agreement; or
- 16.2.2 in circumstances in which they become or are joined as a defendant or third party in any Proceedings, to pursue claims against the Company and/or the Single Largest Group of Shareholders in those Proceedings (whether by way of a claim for an indemnity, contribution or otherwise).
- 16.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings may be brought in relation to and/or in support of such arbitration.
- 16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of forum non conveniens or otherwise) which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings may be brought in relation to or in support of any arbitration commenced under this Clause 16. Each of the parties hereto further irrevocably agrees that a judgment or order of any such court shall be conclusive and binding upon it and may be enforced in any court of competent jurisdiction.
- 16.5 **Service of documents:** Without prejudice to the provisions of Clause 16.6, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
- 16.6 **Process agent:** Without prejudice to Clause 16.5 above, the Company has established a place of business in Hong Kong at Office 5, 15/F, Bank of East Asia Harbour View Centre, No. 56 Gloucester Road, Hong Kong SAR, has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 16.5 above, each of the Single Largest Group of Shareholders hereby irrevocably appoints the Company at Office 5, 15/F, Bank of East Asia Harbour View Centre, No. 56 Gloucester Road, Hong Kong SAR (the “**SLS Process Agent**”) as its/his/her authorized representative for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on any of the Single Largest Group of Shareholders in Hong Kong.

Service of process upon the Single Largest Group of Shareholders by service upon the SLS Process Agent in its/his/her capacity as agent for the service of process for the Single Largest Group of Shareholders shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Single Largest Group of Shareholders. If for any reason the SLS Process Agent shall cease to be agent for the service of process for any of the Single Largest Group of Shareholders or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such Single Largest Group of Shareholder(s) (as the case may be) shall promptly notify the Joint Sponsors and the Overall Coordinators and within 14 days to designate a new address in Hong Kong as its place of business or appoint a new agent for the service of process in Hong Kong (as the case may be) acceptable to the Joint Sponsors and the Overall Coordinators. Where a new agent is appointed for the service of process for the Single Largest Group of Shareholder(s), such Single Largest Group of shareholder(s) shall deliver to each of the other parties hereto a copy of the new agent’s acceptance of that appointment as soon as reasonably practicable, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of such Single Largest Group of Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Single Largest Group of Shareholder(s). Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the applicable Laws.

Where proceedings are taken against any Warrantor in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, such Warrantor shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent’s acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of such Warrantor, and such appointment shall be effective upon the giving notice of such appointment to such Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

- 16.7 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or any of the Single Largest Group of Shareholders has or can claim for itself/himself/herself or its/his/her assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself/herself or its/his/her assets, properties or revenues any such immunity (whether or not claimed), the Company or such

Single Largest Group of Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

## **17 MISCELLANEOUS**

- 17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Joint Sponsors and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:** Each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable. .
- 17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution or any delivery to investors thereof shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).
- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are

cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).

- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Joint Sponsors and the Sponsor-OCs, the Sponsor and Sponsor-OC Mandates, and (ii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Single Largest Group of Shareholders, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Mandates and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto. If any terms herein this Agreement are inconsistent with that of the Sponsor and Sponsor-OC Mandates and the CMI Engagement Letters, the terms in this Agreement shall prevail.
- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 17.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises the Overall Coordinators to act on behalf of all the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or

any of them under this Agreement and authorises the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

- 17.12 **Taxation:** All payments to be made by the Company or the Single Largest Group of Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company or the Single Largest Group of Shareholders, as the case may be, will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

If any of the other parties is required by any Governmental Authority to pay any Taxes as a result of this Agreement, the Company (or the Single Largest Group of Shareholders, as the case may be) will pay an additional amount to such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Governmental Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Governmental Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Governmental Authority or other official document evidencing such payment.

- 17.13 **Officer's Certificates:** Any certificate signed by any officer of the Warrantors and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Warrantors, as to matters covered thereby, to each Overall Coordinator, Joint Sponsor or Underwriter.

- 17.14 **No right of contribution:** Each of the Single Largest Group of Shareholders hereby irrevocably and unconditionally:

17.14.1 waives any right of contribution or recovery or any claim, demand or action it/he/she may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it/him/her, or any loss or damage or liability suffered or incurred by it/him/her, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/he/she entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it/him/her whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it/him/her under this Agreement) not to make any claim against any member of the Group or any director, supervisors (as applicable), officer or employee of the Company or of any other member of the Group on whom it/he/she may have relied before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

- 17.15 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.15:
- 17.15.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;
- 17.15.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party; and
- 17.15.3 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.15.1.
- 17.16 **Professional Investors:** Each of the Company and the Single Largest Group of Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “**you**” or “**your**” shall mean each of the Company and the Single Largest Group of Shareholders, and “**we**” or “**us**” or “**our**” shall mean the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters).
- 17.17 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.
- 17.18 **Further Assurance:** The Warrantors shall from time to time, on being required to do so by the Joint Sponsors and/or the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Joint Sponsors and/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.19 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

## SCHEDULE 1

### THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Fax Number)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
<b>China International Capital Corporation Hong Kong Securities Limited</b>  29/F One International Finance Centre, 1 Harbour View Street, Central, Hong Kong  Attention: Project 1520 Deal Team	See below	See below
<b>CMB International Capital Limited</b>  45th Floor, Champion Tower, 3 Garden Road, Central, Hong Kong  Attention: Project 1520	See below	See below
<b>BOCI Asia Limited</b>  26/F Bank of China Tower, 1 Garden Road, Central, Hong Kong SAR  Attention: Project 1520	See below	See below
<b>China Galaxy International Securities (Hong Kong) Co., Limited</b>  20/F Wing On Centre, 111 Connaught Road, Central, Hong Kong SAR  Attention: Project 1520	See below	See below
<b>ICBC International Securities Limited</b>  37/F ICBC Tower, 3 Garden Road, Hong Kong SAR  Attention: Project 1520	See below	See below
<b>CCB International Capital Limited</b>	See below	See below

12/F CCB Tower, 3 Connaught  
Road Central, Central, Hong Kong  
SAR

Attention: Project 1520

<b>Quam Securities Limited</b>	See below	See below
--------------------------------	-----------	-----------

5/F and 24/F (Rooms 2401 and  
2412), Wing On Centre, 111  
Connaught Road Central, Hong  
Kong SAR

Attention: Project 1520

<b>SDHG International Securities Limited</b>	See below	See below
--	-----------	-----------

Floor 38, The Center, 99 Queen's  
Road Central, Central, Hong Kong  
SAR

Attention: Project 1520

<b>Fosun International Securities Limited</b>	See below	See below
---	-----------	-----------

Suite 2101-2105, 21/F Champion  
Tower, 3 Garden Road, Central  
Hong Kong SAR

Attention: Project 1520

<b>Long Bridge HK Limited</b>	See below	See below
-------------------------------	-----------	-----------

Unit 3302, 33/F, West Tower.  
Shun Tak Centre, No. 168-200  
Connaught Road Central, Hong  
Kong SAR

Attention: Project 1520

<b>Livermore Holdings Limited</b>	See below	See below
-----------------------------------	-----------	-----------

Unit 1214A 12/F Tower II,  
Cheung Sha Wan Plaza, 833  
Cheung Sha Wan Road, Kowloon  
Hong Kong SAR

Attention: Project 1520

<b>Sinolink Securities (Hong Kong) Company Limited</b>	See below	See below
--	-----------	-----------

Unit 3501-08, 35/F, Cosco Tower,  
183 Queen's Road Central, Sheung  
Wan, Hong Kong SAR

Attention: Project 1520



**Huafu International Securities  
Limited**

See below

See below

Unit 2603-04, 26/F, Infinitus  
Plaza, 199 Des Voeux Road  
Central, Sheung Wan, Hong Kong  
SAR

Attention: Project 1520

---

**Total:**

100%

---

$$A = B/C \times 6,791,000 \text{ H Shares}$$

where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a H Share shall be rounded down to the nearest whole number of a H Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 6,791,000, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

“B” is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“C” is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

## SCHEDULE 2 THE WARRANTIES

### Part A: Representations and Warranties of the Warrantors

Each of the Warrantors jointly and severally represents and warrants to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them as follows:

#### **1 Accuracy and adequacy of information**

- 1.1 All information disclosed or made available in writing or orally from time to time (and (A) any new or additional information serving to update or amend such information, or (B) information which ought reasonably to have been disclosed or made available, including without limitation, as necessary or relevant to the performance by the Joint Sponsors of its obligations as sponsor under the Listing Rules) which is approved, disclosed, or made available by or on behalf of the Company, the Subsidiary, the Warranting Shareholders and/or any of their respective directors, officers, employees, affiliates or agents, to the Stock Exchange, the SFC, any applicable Authority, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Industry Consultant, the Internal Control Consultant, the ESG Consultant, the Legal Advisers, the Tax Advisors and/or legal and other professional advisors for the Company or the Underwriters in connection with the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation, for the purpose of replying to queries and comments raised by the Stock Exchange, the SFC or any applicable Authority, the information, the answers and documents used as the basis of information contained in each of the Offering Documents, the PHIP, the Formal Notice, and the CSRC Filings or provided for or in the course of due diligence contained in or referred to in the Verification Notes, or the discharge by the Joint Sponsors, the Overall Coordinators or the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or the discharge by the Joint Sponsors of their respective obligations as a sponsor under the Listing Rule and other applicable Laws, and information and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct for Persons Licensed by or Registered with the SFC and the Listing Rules) and the information contained in the Analyst Presentation Materials and the Investor Presentation Materials, including information provided to any research analyst, was so disclosed or made available in full and in good faith and remains complete, true and accurate in all material respects and not misleading, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any material aspects.
- 1.2 (A) None of the Hong Kong Public Offering Documents, the Investor Presentation Materials, the Disclosure Package, the Final Offering Circular and the PHIP contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and (B) no individual Supplemental Offering Material conflicted or will conflict with the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular and the PHIP (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, including without limitation, any roadshow

presentation relating to the Offer Shares, other than the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular or amendments or supplements thereto).

- 1.3 All statements or expressions of opinion, expectation or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, profit forecast, estimated capital expenditures, projected cash flows and working capital, critical accounting policies, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) contained in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular, the CSRC Filings and the PHIP and any individual Supplemental Offering Material (to the extent there are any) (A) have been made after due, careful and proper consideration, (B) are and will remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular, the CSRC Filings and the PHIP and any individual Supplemental Offering Material (to the extent there are any) or otherwise based on reasonable grounds and assumptions, and such grounds and assumptions are and will remain fairly and honestly held by the Company, the Subsidiary and/or the Warranting Shareholders, and/or any of their respective directors, officers, employees, affiliates or agents, and that there are no other material bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to therein in which such forecasts or estimates are contained, and (C) represent and continue to represent reasonable and fair expectations honestly held based on facts known or which could, upon due and careful enquiry, have been known to the Company, the Subsidiary and/or the Warranting Shareholders, and/or any of their respective directors, officers, employees, affiliates or agents; there are no other facts or matters the omission of which would or may make any such expression, statement, forecast or estimate misleading in any respect.
- 1.4 No material information was withheld from the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the ESG Consultant and/or the legal advisors for the Company or the Underwriters for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange or the SFC).
- 1.5 The Offering Documents and the PHIP contain or include (A) all information and particulars required to comply with all statutory and other provisions, including, without limitation, the Companies Ordinance, the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange and (B) all such information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the Subsidiary, taken as a whole, and the rights attaching to the H Shares.
- 1.6 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the OC Announcements, the Formal Notice) and all filings and submissions provided by or on behalf of the Warrantors, the Company, the Subsidiary, and/or any of their respective promoters, directors, officers, employees, affiliates or agents to the CSRC, the Stock Exchange, the SFC and/or any relevant Authority have complied or will comply with all applicable Laws.

- 1.7 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements therein, in light of the circumstances under which they were made, misleading in any respect.
- 1.8 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide for New Listing Applicants in respect of Rule 9.08 of the Listing Rules.
- 1.9 Without prejudice to any of the other representations and warranties of the Company herein, the Company has, as required under Rule 3A.05 of the Listing Rules and as necessary or relevant to the performance of the duties of the Joint Sponsors as the sponsor of the Company in relation to the application for listing of the H Shares on the Main Board of the SEHK under Chapter 3A of the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC: (i) given to the Joint Sponsors, upon request, all information available or known to the Company or the Directors that is relevant to the Joint Sponsors' performance of such duties under Chapter 3A of the Listing Rules; (ii) afforded the Joint Sponsors' full access at all times in a reasonable manner to all persons, premises and documents relevant to the performance of such duties; and (iii) kept the Joint Sponsors informed of any and all material changes to any information so given to the Joint Sponsors.
- 1.10 Without prejudice to any of the other Warranties:
- 1.10.1 the statements contained in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed "Future Plans and Use of Proceeds", including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantors and the Directors arrived at after due, proper and careful consideration and enquiry;
- 1.10.2 the statements contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP relating to the Group's indebtedness as at close of business on March 31, 2025 are complete, true, accurate and not misleading and all material developments in relation to the Company's indebtedness have been disclosed;
- 1.10.3 the statements relating to working capital contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed "Financial Information" are complete, true and accurate and not misleading and there are no material capital commitments of the Company subsequent to March 31, 2025 which have not been disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular or the PHIP;
- 1.10.4 the statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed "Financial Information" are complete, true and accurate and not misleading;
- 1.10.5 the statements contained in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP (A) under the sections headed "Share Capital" and "Appendix V – Summary of Articles of Association of the Company", insofar as they

purport to describe the terms of the Offer Shares, (B) under the section headed “Regulatory Overview”, insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Group, (C) under the section headed “Appendix VI – Statutory and General Information”, insofar as they purport to describe the provisions of the Laws and documents referred to therein, and (D) under the section headed “Appendix V – Summary of Articles of Association of the Company”, insofar as they purport to describe the material provisions of the Articles and Association, are a fair summary of the relevant terms, Laws, regulations and documents;

- 1.10.6 the interests of the Warrantors and their respective directors in the share capital of the Company and in contracts with the Company and the Subsidiary are fully and accurately disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP;
- 1.10.7 the statements contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed “Risk Factors” are complete, true and accurate and not misleading and represent the true and honest belief of the Warrantors and their respective directors arrived at after due, proper and careful consideration, and there are no other material risks or other matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the H Shares which have not been disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP;
- 1.10.8 the statements relating to the total amount of fees paid or payable to the Joint Sponsors, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Hong Kong Prospectus, the Disclosure Package the Final Offering Circular and the PHIP are complete, true and accurate in all material respect and not misleading; and
- 1.10.9 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors and their respective directors and all statements and information provided by or on behalf of any of the Warrantors and their respective directors in connection with any application or submission to or correspondence with the Stock Exchange, the SFC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantors or their respective directors (or any of them) or any employee of any member of the Group have been given or prepared in good faith and with due care and attention.

## **2 The Company and the Group**

- 2.1 The Company has the authorized and issued share capital as set forth in each of the Hong Kong Prospectus and the Disclosure Package in the section headed “Share Capital”, and all of the issued shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable, and have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right or the Articles of Association and are subject to no Encumbrance or adverse claims. No holder of outstanding shares of the Company is and will be entitled to any pre-emptive or other similar rights to acquire the Offer Shares or any other securities of the Company.

- 2.2 The Company, has been duly incorporated, is capable of suing and being sued and is validly existing as an exempted company with limited liability in good standing under PRC Laws, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular and the PHIP, to execute and deliver, and perform all of its obligations and undertakings under each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations thereunder, to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents and the business licence of the Company, if applicable, comply with the requirements of the Laws of the jurisdiction of its incorporation and are in full force and effect; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association and other constituent or constitutive documents and the business registration certificate of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules).
- 2.3 The Company and the Subsidiary are duly qualified in all respects to transact business in each jurisdiction where any such qualification is required by applicable Laws (by virtue of its business, ownership or leasing of properties or assets or otherwise) and is in good standing in each applicable jurisdiction.
- 2.4 Save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no person, individually or together with its affiliates, beneficially owns, ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 2.5 (A) The Company has no subsidiaries, jointly-controlled companies and associated companies other than those as set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed "Appendix I - Accountants' Report"; (B) the Company owns all of the issued or authorized share capital or other equity interests of or in the Subsidiary; (C) other than the share capital or other equity interests of or in the Subsidiary, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity; (D) the registered capital (in the form of shares or otherwise) of the Subsidiary has been duly and validly established, all of such registered capital has been validly issued and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and, to the extent owned by the Company, is owned by the Company subject to no Encumbrance or adverse claims; and (E) except as disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in any member of the Group are outstanding; (F) the Subsidiary is a legal person with limited liability and the liability of the Company in respect of equity interests held in the Subsidiary is limited to its investment therein; and (G) except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package,

the Final Offering Circular and the PHIP, none of the members of the Company's board of directors or management (where applicable) own, directly or indirectly, any shares of capital stock of, or equity interest in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, any member of the Group, and (H) except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, there are no outstanding securities issued by the Company convertible into or exchangeable for, rights, warrants or options to acquire from the Company or the Subsidiary or subscribe for, or obligations of the Company or the Subsidiary to issue or grant, share capital of or debentures or direct interests in the Company or the Subsidiary and there is no agreement or commitment outstanding which calls for the allotment, issue or transfer of, or accords to any person the right to call for the allotment or issue of, any shares or debentures in, or other securities of, the Company or the Subsidiary.

- 2.6 Each member of the Group has been duly incorporated, established, registered or organised and is validly existing as a legal person with limited liability and in good standing under the Laws of the jurisdiction of its incorporation, establishment, registration or organisation, is capable of suing and being sued, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; each member of the Group is duly qualified to transact business and is in good standing in each jurisdiction where such qualification or good standing is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); the articles of association and other constituent or constitutive documents and the business licence (if applicable) of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, establishment, registration or organisation, and are in full force and effect. Each of the members of the Group that is a PRC person has passed each annual examination by the applicable PRC Authorities without being found to have any deficiency or to be in default under applicable PRC Laws and has timely received all requisite certifications from each applicable PRC Authority.
- 2.7 No member of the Group is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to such member of the Group but which is not directly or indirectly related to the business of such member of the Group or the business of the Group, taken as a whole, as described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.
- 2.8 No member of the Group has entered into any agreement for the establishment of any company or undertaking in which any member of the Group will, or agrees to own or control, a majority interests.

### **3 Offer Shares**

- 3.1 The Offer Shares have been duly and validly authorised and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, issued, fully paid and non-assessable, free of any pre-emptive right, resale right, right of first refusal or similar right and subject to no Encumbrance or adverse claims, and will have attached to them the rights and benefits specified in the Company's Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is a party as described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP and, in particular, will rank *pari passu* in all respects with the existing issued H Shares,

including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and will be freely transferrable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the Joint Global Coordinators or the International Underwriters). The Offer Shares, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the relevant jurisdictions or the Articles of Association or other constituent or constitutive documents or the business registration certificate of the Company or any agreement or other instrument to which the Company is party; no holder of Offer Shares after the completion of the Global Offering is or will be subject to personal liability in respect of the Company's liabilities or obligations by reason of being such a holder. There are no limitations on the rights of holders of the Offer Shares to hold, vote or transfer their securities.

- 3.2 As of the Listing Date, the Company will have the authorized and issued share capital as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the sections headed "Share Capital", the Company will have the authorized and issued capital as set forth in each of the Hong Kong Prospectus and the Disclosure Package in the sections headed "Share Capital". The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, and each such description is complete, true, accurate and not misleading; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under PRC Laws.
- 3.3 Except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, there are no restrictions (whether under the Articles of Association or under PRC Laws) on subsequent transfer of Offer Shares subscribed for or purchased under the Global Offering.
- 3.4 The classification of the share capital of the Company, the definition and existence of different classes of the Shares and the rights and obligations attached to each class of the Shares do not violate or in contradiction to any Laws. The statements relating to each class of the Shares contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed "Share Capital" are complete, true and accurate in all material respects and not misleading.

#### **4 This Agreement and Operative Documents**

- 4.1 Each of this Agreement, the International Underwriting Agreement, the Hong Kong Public Offering Documents, the Operative Documents and any other documents required to be executed by any of the Warrantors pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been duly authorised, executed and delivered by each of the Warrantors (where applicable) and, when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the respective Warrantor (where applicable), enforceable in accordance with its terms.
- 4.2 The statements set forth in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular in the sections headed, respectively, "Structure of the Global Offering" and "Underwriting", as applicable, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all material respects and not misleading.



## **5 No conflict, compliance and approvals**

- 5.1 None of the Warrantors nor the Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constituent or constitutive documents or its business licence where applicable, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which it is a party or by which he/it or any of his/its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets.
- 5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of any of the Warrantors or any member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business licence of any member of the Group or the Warranting Shareholders, where applicable, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any member of the Group or the Warranting Shareholders is a party or by which any member of the Group or the Warranting Shareholders is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to any member of the Group or the Warranting Shareholders or any of its properties or assets.
- 5.3 Approval in principle has been obtained from the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange and are in full force and effect.
- 5.4 Except for the final approval from the Stock Exchange for the listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange and the requisite registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong, all Approvals and Filings (including approval from the CSRC of the filing in relation to the Listing dated January 24, 2025 (the “**CSRC Approval**”)) under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Warrantors or the Subsidiary or the Warranting Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares, the execution or delivery by the Company or the Warranting Shareholders of this Agreement, the International Underwriting Agreement or the Operative Documents or the performance by the Company or the Warranting Shareholders of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement or the Operative Documents, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

- 5.5 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 5.6 Except as described in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (A) no person has the right, contractual or otherwise, to cause any of the Warrantors to issue or sell to it any Shares or any securities of the Company, (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any Shares or any other securities of the Company and (C) no person has the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares; and (D) no person has the right, contractual or otherwise, to cause the Warrantors to include any Shares or any other securities of the Company in the Global Offering; the Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and all related arrangements, in so far as they are the responsibility of the Company, have been or will be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and elsewhere.
- 5.7 (A) The Warrantors and the Subsidiary (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto, where applicable, and (ii) have each obtained or made and holds and is in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Warrantors or the Subsidiary or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its businesses and operations; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; (C) all such Approvals and Filings are valid and in full force and effect, and none of the Warrantors and the Subsidiary is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification thereof, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings, and there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any member of the Group or cause any member of the Group to incur additional material expenditures; and (D) no Authorities, in its inspection, examination or audit of any member of the Group have reported findings or imposed penalties that have resulted or could reasonably be expected to result, individually or in the aggregate, a Material Adverse Change; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified in all material respects, all penalties have been paid and all recommendations have been adopted in all material respects.
- 5.8 (A) The statements set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed “Future Plans and Use of Proceeds” are complete, true and accurate in all material respects and not misleading; and (B) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final

Offering Circular and the PHIP, have been obtained or made, except as otherwise disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, and no event has occurred, and no circumstance exists, which could prevent any member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the articles of association or other constituent or constitutive documents or the business licence of any member of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group or any of its properties or assets.

## **6 Accounts and other financial information**

- 6.1 The Reporting Accountants, who have audited or reviewed the audited and unaudited consolidated financial statements and unaudited financial information of the Group is included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
- 6.2 (A) The audited consolidated financial statements (and the notes thereto) of the Group included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP give a true, complete and fair view of the consolidated financial position of the Company and the Subsidiary as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and the Subsidiary for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the bases set out in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP and are presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma

adjusted consolidated net tangible assets (and the notes thereto) (and all other pro forma financial statements, information and data, if any); (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP that are not included as required; and (E) the Company and the Subsidiary do not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.

- 6.3 (A) The prospective information (i) included in the profit forecast as set forth in the board memorandum of profit forecast for the year ending December 31, 2025 (the “**Profit Forecast Memorandum**”) and working capital forecast for the period from March 1, 2025 to December 31, 2026 (the “**Cash Flow Forecast Memorandum**”, together with the Profit Forecast Memorandum, the “**Forecast Memoranda**”) and (ii) included in the estimated capital expenditures and projected working capital as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the sections headed “Financial Information - Indebtedness” and in the Profit Forecast Memorandum and the Cash Flow Forecast Memorandum (collectively, the “**Prospective Financial Information**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the Company’s knowledge after due and careful inquiry and has been prepared on the bases and assumptions stated in each of the Hong Kong Prospectus, the Disclosure Package, the PHIP and the Forecast Memoranda, as the case may be, and in accordance with the Company’s accounting policies described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the consolidated profit attributable to the shareholders of the Company for the year ending December 31, 2025 and estimating the capital expenditures of the Company in the following year of the Global Offering and the projected working capital of the Company for the period from March 1, 2025 to December 31, 2026, as applicable, and (ii) reflect, for each relevant period, a fair and reasonable estimate or forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the consolidated profit attributable to the shareholders of the Company for the year ending December 31, 2025 and fair and reasonable estimates by the Company of the estimated capital expenditures of the Company for the year following the Global Offering and of the projected working capital of the Company for the period from March 1, 2025 to December 31, 2026, as applicable.
- 6.4 The unaudited (but reviewed) consolidated statements of income, cash flows and changes in shareholders’ equity of the Group for the three months ended March 31, 2025 (A) have been reviewed by the Reporting Accountants, whose review report thereon is included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (B) have been prepared in conformity with IFRS applied on a consistent basis throughout the interim period involved, (C) have been compiled on a basis consistent with the audited consolidated financial statements of the Company included in each of Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (D) present fairly and reflect in conformity with the accounting policies of the Company and IFRS all the transactions entered into by the Company or the Subsidiary or to which the Company or the Subsidiary was a party during the period involved, (E) reflect normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Company and the Subsidiary for the period involved, (F) contain no material inaccuracies or discrepancies of any kind and (G) present fairly the consolidated

results of operations, cash flows and changes in shareholders' equity of the Company and the Subsidiary for the period involved; and there has been no material change in the share capital, cash and bank balance, interest-bearing bank borrowings and lease liabilities of the Group as of March 31, 2025 as compared to amounts shown in the latest audited consolidated statements of financial position of the Group as of December 31, 2024 included in the Hong Kong Prospectus, and no material decreases in revenue or gross profit or increase in loss for the period of the Group during the period from December 31, 2024 to March 31, 2025 as compared to the corresponding period in the preceding financial year.

- 6.5 The unaudited management financial information of the Group as of March 31, 2025 and for the three months ended March 31, 2025 and other accounting records of the Company and the Subsidiary (A) have been properly written up and give a true and fair view of and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or the Subsidiary or to which the Company or the Subsidiary was a party during the three months ended March 31, 2025, (B) contain no material inaccuracies or discrepancies of any kind, and (C) present fairly the financial position of the Company and the Subsidiary as of March 31, 2025 and the results of operations of the Company and the Subsidiary for the three months ended March 31, 2025; and there has been no material decreases in cash and bank balance, increases in interest-bearing bank borrowings and lease liabilities or change in share capital of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in latest audited consolidated balance sheet of the Group as of December 31, 2024 included in the Hong Kong Prospectus, and no material decreases in cash and bank balance, increases in interest-bearing bank borrowings and lease liabilities or change in share capital of the Group during the period from the date of the latest audited consolidated income statement of the Group included in the Hong Kong Prospectus to (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding financial year ended December 31, 2024 of the Company.
- 6.6 The statements set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed "Financial Information –Material Accounting Policies" are complete, true and accurate in all material respects and not misleading and fairly describe (A) accounting policies which the Company believes are the most material to the portrayal of the Company's financial condition and results of operations ("**Critical Accounting Policies**"), (B) judgments and uncertainties affecting the application of the Critical Accounting Policies, and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the board of directors, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such selection, application and disclosure.
- 6.7 The statements set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed "Summary – Recent Development" are complete, true and accurate in all material respects and not misleading and accurately and fairly describe all developments, trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that could reasonably be expected to affect the business operations or the financial and trading position of the Group, and there are no other material developments or matters associated with the business operations or the financial and trading position of the Group that occurred since December 31, 2024 which have not been disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.

- 6.8 Each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP accurately and fairly describes (A) all trends, developments, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that has occurred or the Company believes would affect liquidity of any member of the Group or would otherwise have a Material Adverse Change and could reasonably be expected to occur, (B) all indebtedness (actual or contingent) of the Company or its Subsidiary or its or their related parties, and (C) all off balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; none of the Warrantors nor the Subsidiary has any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any of the Warrantors or the Subsidiary, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have an effect on the liquidity of any of the Warrantors or the Subsidiary or the availability thereof or the requirements of any of the Warrantors or the Subsidiary for capital resources.
- 6.9 The Profit Forecast Memorandum has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in the Profit Forecast Memorandum are complete, true and accurate in all material respects and not misleading, (B) all expressions of opinion contained in the Profit Forecast Memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported including, without limitation, that all approvals required for the recognition of reserves in accordance with the Company's accounting policies at the time envisaged by such memorandum will be received; and (C) there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum; the consolidated profit forecast of the Company and the Subsidiary for the year ending December 31, 2025 has been properly made after due and careful enquiry and in accordance with the Company's accounting policies described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP consistently applied, all of which are considered by the Directors to be fair and reasonable.
- 6.10 The Cash Flow Forecast Memorandum has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors believe to be fair and reasonable and (A) all statements of fact in the Cash Flow Forecast Memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in the Cash Flow Forecast Memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Cash Flow Forecast Memorandum.
- 6.11 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation of

their report contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants or the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or the Capital Market Intermediaries for the purposes of their review of the forecasts of profit and earnings per Share and the unaudited pro forma adjusted consolidated net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP or their review of the Company's profit forecast, cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 6.12 All historical financial information contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP (other than in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus or is derived from the relevant accounting records of the Company and the Subsidiary which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

## **7 Indebtedness and material obligations**

- 7.1 Except otherwise disclosed in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (A) no member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities, (B) no outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of such member of the Group, (C) no person to whom any indebtedness of any member of the Group that is repayable on demand is owed has demanded or threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) no circumstance has arisen such that any person is now entitled to require payment of any indebtedness of any member of the Group or under any guarantee of any liability of any member of the Group by reason of default of such member of Group or any other person or under any guarantee given by any member of the Group, (E) there are no outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not a member of the Group, and (F) no member of the Group has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.
- 7.2 (A) The amounts borrowed by each member of the Group do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or in any debenture or other deed or document binding upon it; (B) no member of the Group has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of any member of the Group which is material to such member of the Group, (i) such borrowing facility

has been duly authorised, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted or pledged to the Company or the Subsidiary from or by any Authority in consequence of which the Company or the Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

## **8 Subsequent events**

- 8.1 Except as otherwise disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to such member of the Group, (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to such member of the Group, (C) acquired or disposed of or agreed to acquire or dispose of any business or asset, or (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business, (E) purchased or reduced, or agreed to purchase or reduce, its capital stock of any class, (F) other than in the ordinary course of business, made any sale or transfer of any material tangible or intangible asset, any mortgage or pledge or the creation of any security interest, lien, or Encumbrance on any such asset, or any lease of property, including equipment, other than tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets, (G) declared, made or paid any dividend or distribution of any kind on its capital stock of any class, or (H) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (G) above.
- 8.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (A) no member of the Group has sustained any loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Authority; (B) each member of the Group has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on; (C) each member of the Group has continued to pay its creditors in the ordinary course of business and on arms' length terms.
- 8.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, there has not been (A) any Material Adverse Change or any development involving a prospective Material Adverse Change, (B) any transaction, agreement or arrangement which is material to the Company and the Subsidiary, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any of the Warrantors or the Subsidiary which is material to the Company and the Subsidiary, taken as a whole, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group, or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group.



## 9 Assets and business

- 9.1 (A) Except as otherwise disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, each of the Company and the Subsidiary has valid and good title (including, where relevant, valid granted long term land use rights and building ownership rights) to all real properties and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own, in each case free and clear of all Encumbrances, except such as would not, individually or in the aggregate, result in a Material Adverse Change; (B) except as otherwise disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, each real property or building or personal property or asset, as applicable, held under lease by the Company or the Subsidiary is held by it under a lease in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms; no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by any of the Warrantors or the Subsidiary has occurred and is continuing or is likely to occur under any of such leases; no member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (i) may be adverse to the rights or interests of such member of the Group under such lease, tenancy or license or (ii) which may affect the rights of such member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of each member of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; if the Warranting Shareholders or the Subsidiary, as the case may be, is a lessor under any such lease, the Warranting Shareholders or the Subsidiary, as the case may be, has valid title to, or unfettered ability to grant, and has granted, valid leasehold interests in (and upon the terms and conditions stated therein) the real property or building or personal property or asset, as applicable, that is the subject of such lease; (C) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such owned, leased or licensed property or other asset by any member of the Group; (D) the use of all properties owned or leased by the Company or the Subsidiary is in accordance with its permitted use under all applicable Laws in all material respects; (E) neither the Company nor the Subsidiary owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material, except as reflected in the audited consolidated financial statements of the Company and the Subsidiary included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the Subsidiary to carry on the business of the Company and the Subsidiary in the manner described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; and (F) each of the Company and the Subsidiary does not have any existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has owned or held any interests.
- 9.2 The description of the assets and properties of the Group contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP is true and accurate in all material respects and not misleading.
- 9.3 (A) The Company and the Subsidiary own free of Encumbrances, or have obtained (or can obtain on reasonable terms) licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information,

systems or processes), and other proprietary information, rights or processes (collectively, the **“Intellectual Property”**) described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP as being owned or licensed or used by them and such rights and licenses held by each member of the Group in any Intellectual Property comprises all the rights and licenses that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted or to the development, manufacture, operation, and sale of any current or currently proposed products and services sold or proposed to be sold by the Company or the Subsidiary; (B) each agreement pursuant to which the Company or the Subsidiary has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiary have complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the Subsidiary has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (C) to the best knowledge of the Company or the Subsidiary, there is no threatened or pending action, suit, proceeding, or claim to the contrary or any challenge by any other person to the rights of any of the Company or the Subsidiary challenging the validity, enforceability or scope of any Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; there are no third parties who have or will be able to establish rights to any Intellectual Property, except for the ownership rights of the owners of the Intellectual Property as disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; and to the best of the knowledge of the Company or the Subsidiary, there is no infringement by third parties of any Intellectual Property; (D) to the best of their respective knowledge, none of the Company nor the Subsidiary nor any discoveries, inventions, products or processes of the Company and the Subsidiary described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP has infringed or is infringing the intellectual property of a third party including any discovery, invention, product or process that is the subject of a patent application filed by any third party, and none of the Warrantors nor the Subsidiary has received notice of a claim by a third party to the contrary nor are there any facts which could form a reasonable basis for any such claim; (E) there is no pending or threatened action, suit, proceeding or claim by others that the Company or the Subsidiary infringes or otherwise violates, or would infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (F) there is no prior act, disclosure, publication or commercial activity that may render any patent or patent application within the Intellectual Property unpatentable, unenforceable or invalid that has not been disclosed to any Authority in the PRC (or any relevant jurisdiction) having jurisdiction over intellectual property matters; (G) the Intellectual Property is valid and subsisting, and none of such Intellectual Property has been adjudged invalid or unenforceable, in whole or in part; (H) the Company and the Subsidiary have taken reasonable steps in accordance with customary industry practice to maintain the confidentiality of the Intellectual Property, including trade secrets, the value of which to the Company or the Subsidiary is contingent upon maintaining the confidentiality thereof, and there has not been any unauthorized disclosure of the same; (I) the Company and the Subsidiary have taken reasonable steps necessary to secure the interests of the Company or the Subsidiary in the Group Intellectual Property purported to be owned by the Company or the Subsidiary from any employees, consultants, agents or contractors that developed (in whole or in part) such Intellectual Property; (J) none of the technology employed by the Company or the Subsidiary has been obtained or is being used by the Company or the Subsidiary in violation of any contractual obligation binding on the Company or the Subsidiary or, upon any officers, directors or employees of the Company or the Subsidiary; (K) the products proposed or described in each of the Hong Kong Prospectus, the

Disclosure Package, the Final Offering Circular and the PHIP, if any, as under development by the Company or the Subsidiary fall within the scope of the claims of one or more patents or patent applications owned by, or exclusively licensed to, the Company or the Subsidiary.

- 9.4 The statements as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed “Business – Intellectual Property Rights” are true and accurate in all material respects and not misleading.
- 9.5 (A) All information technology assets and equipment, computer systems, technology platforms, communications systems, networks, websites, applications, databases, software and hardware which are currently owned, licensed or used by the Company or the Subsidiary (collectively, the “**Information Technology**”) comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company and the Subsidiary as currently conducted or as proposed to be conducted; (B) the Company and the Subsidiary either legally and beneficially own, or have obtained licences for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or the Subsidiary has obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiary have complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the Subsidiary has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and the Subsidiary are maintained and operated by the Company and the Subsidiary and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiary; (E) in the event that the persons providing maintenance or support services for the Company and the Subsidiary with respect to the Information Technology cease or are unable to do so, the Company and the Subsidiary have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company and the Subsidiary; (G) each member of the Group has in place procedures to prevent unauthorised access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; (H) each member of the Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant member of the Group; (I) each of the Group has complied in all material respects, and is currently in compliance with, its privacy policies and third-party obligations (imposed by applicable law, contract or otherwise) regarding the collection, use, transfer, storage, protection, disposal and disclosure by the Group of personally identifiable information; (J) there has been no security breach or attack or other compromise of or relating to the Company’s or the Subsidiary’s Information Technology systems; and (K) the Group have implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data (“**Personal Data**”)) used in connection with their respective businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to same, which have resulted in or are reasonably expected to result in a Material Adverse Change.

## **10 Compliance with employment and labour Laws**

- 10.1 Save as disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular, each of the Company and the Subsidiary is in compliance with the labour and employment Laws and collective bargaining agreements and extension orders applicable to their employees in the jurisdiction of its incorporation, registration or organization.
- 10.2 Except as disclosed in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP or as required by applicable Laws, no member of the Group has any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person. Where any member of the Group participates in, or has participated in, or is liable to contribute to any such schemes, the Group has complied with the requirements to make contributions to such schemes in accordance with the terms thereof and does not have any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws, except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, and the submission to or correspondence with the Stock Exchange and/or the SFC; where there are such outstanding payment obligations or unsatisfied liabilities (the details of which have been disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, and the submission to or correspondence with the Stock Exchange and/or the SFC), the Group has set aside sufficient funds to satisfy such obligations or liabilities. There are no material amounts owing or promised to any present or former directors, employees or consultants of any member of the Group other than remuneration accrued, due or for reimbursement of business expenses. No directors or senior management or key employees of any member of the Group have given or been given notice terminating their contracts of employment; there are no proposals to terminate the employment or consultancy of any directors, key employees or consultants of any member of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit). No member of the Group has any outstanding material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them. No liability has been incurred by any member of the Group for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of any member of the Group that would result in any Material Adverse Effect. Each of the pension schemes complies with and has been operated in accordance with all applicable laws and regulations and the rules of the relevant scheme.
- 10.3 All contracts of service or contracts for services, and consultancy agreements in relation to the employment of the Group's directors and employees are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the relevant member of the Group and the subsisting contracts of service to which any member of the Group is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and to the best knowledge of the Company, there are no claims pending or threatened or capable of arising against the relevant member of the Group, brought by the directors or the senior managers or the employees of the Company, in respect of any accident

or injury not fully covered by insurance; each member of the Group has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of employment or consultancy.

- 10.4 There is (i) no dispute with the directors or employees of the Company or the Subsidiary and no strike, labour dispute, slowdown or stoppage or other conflict with the directors or employees of any member of the Group pending or threatened against any member of the Group, (ii) no union representation dispute currently existing concerning the employees of any member of the Group, and (iii) no existing, imminent or threatened labour disturbance by the employees of any of the principal suppliers or contractors of any member of the Group, and there have been and are no violations of any applicable labour and employment Laws by any member of the Group, that would result in any Material Adverse Effect.

## 11 Cybersecurity, Data Protection and State Secrets

- 11.1 (A) Each of the Company and the Subsidiary has complied, in all material respects, with all applicable cybersecurity, data protection and privacy, confidentiality and archive administration Laws (collectively, the "**Data Protection Laws**"), internal and external policies, and contractual requirements, guidelines and industry standards; (B) neither the Company nor the Subsidiary has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant data protection Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws, internal and external policies, and contractual requirements, guidelines or industry standards or prohibiting the transfer of data to a place outside the relevant jurisdiction nor have the Company and the Subsidiary been required by applicable Data Protection Laws or contract to notify in writing, any person or entity of any breach of applicable Data Protection Laws or information security-related incident; (C) neither the Company nor the Subsidiary has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws, internal and external policies, and contractual requirements, guidelines and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company or the Subsidiary in respect of the rectification or erasure of data; and (D) no warrant has been issued authorizing the data protection Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or the Subsidiary for the purposes of, *inter alia*, searching them or seizing any documents or other material found there.
- 11.2 The Group has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all Personal Data) used in connection with their businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to same, 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.
- 11.3 The Company and the Subsidiary have not experienced an information security incident that has compromised the Personal Data stored on the Information Technology, and there has been no loss, damage, or unauthorized access, disclosure, use, or breach of security of the Information Technology or any information in the possession, custody, or control, or otherwise held or

processed on behalf of the Company and the Subsidiary, in each case as would, individual or in the aggregate, reasonably be expected to have a Material Adverse Effect.

- 11.4 (A) Neither the Company nor the Subsidiary is, or is expected to be classified as, a critical information infrastructure operator in the PRC under the Cybersecurity Law of the PRC; (B) neither the Company nor the Subsidiary is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration or any cybersecurity review by the Cyberspace Administration of the PRC (the “CAC”), the CSRC, or other relevant Authorities; (C) neither the Company nor the Subsidiary has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or other relevant Authorities or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (D) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the CAC, the CSRC or other relevant Authorities on the Company or the Subsidiary or any of their respective directors, officers and employees; and (E) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or the Subsidiary or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules).
- 11.5 (A) The Company and the Subsidiary do not involve and have not involved any state secrets under PRC Laws; and (B) neither the Company nor the Subsidiary has been informed or investigated by any party, and there is no reason to believe, that any of its specific information or access, usage or storage of specific information or business operations are subject to any state secrets Laws of the PRC.

## **12 Compliance with environmental Laws**

- 12.1 The Company and the Subsidiary and their respective properties, assets and operations are in compliance with, and each of the Company and the Subsidiary has obtained or made and holds and is in compliance with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below); there are no past, present or, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws; no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, “**Environmental Laws**” means Laws relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and “**Hazardous Materials**” means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law).

## **13 Insurance**

- 13.1 The Company and the Subsidiary maintain insurance covering their respective businesses, operations, properties, assets and personnel with insurers of internationally recognised financial responsibility as the Company reasonably deems adequate, in such amounts and covering such risks to an extent which is prudent in accordance with customary industry practice and as are generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect on the date hereof and will be fully in force at all other times when the Warranties are repeated pursuant to this Agreement; all premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Company and the Subsidiary; the Company and the Subsidiary are in compliance with the terms of all such insurance and there are no claims by the Company or the Subsidiary under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor the Subsidiary has any reason to believe that it will not be able to (A) renew its existing insurance coverage as and when such policies expire or (B) obtain comparable coverage from reputable insurers of similar financial standing as may be necessary or appropriate for its business and operations as now conducted on commercially reasonable terms; neither the Company nor the Subsidiary has been refused any material insurance coverage sought or applied for and as far as the Company and the Warranting Shareholders are aware after due and careful enquiry there are no circumstances likely to give rise to such refusal; none of the Group's policies of insurance are subject to any special or unusual terms or restrictions or to the payment of any premium which has been significantly increased as a result of claims history.
- 13.2 The description of the Group's insurance coverage contained in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP is true and accurate in all material respects and not misleading.
- 13.3 To each Warrantor's best knowledge after due and careful inquiry, nothing material has been done or has been omitted to be done whereby any of the insurance policies taken out by or for the benefit of the Company or the Subsidiary has or may become void or voidable and the Company or the Subsidiary is entitled to the full benefits of such insurances. No material claim under any insurance policies taken out by the Company or the Subsidiary is outstanding.

## **14 Internal control**

- 14.1 Each of the Company and the Subsidiary has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to governmental authorities as and when required by them and financial statements in compliance with IFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisation, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) each of the Company and the Subsidiary has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS, and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company and the Subsidiary, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; the current management information and accounting control systems of the Company and the Subsidiary have been in

operation for at least two years during which neither the Company nor the Subsidiary has experienced any material difficulties with regard to clauses (A) through (F) above; there are no material weaknesses or significant deficiencies in the internal controls of the Company and the Subsidiary over accounting and financial reporting and no changes in the internal controls of the Company and the Subsidiary over accounting and financial reporting or other factors that have adversely affected, or could reasonably be expected to adversely affect, the internal controls of the Company and the Subsidiary over accounting and financial reporting.

- 14.2 Each of the Company and the Subsidiary has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or the Subsidiary is made known in a timely manner to the Company's board of Directors and management by others within those entities, and (B) the Company and its board of Directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (WUMP) Ordinance and any other applicable Laws, including, without limitation, the requirements of the Listing Rules on disclosure of inside information (as defined and required in the Securities and Futures Ordinance) and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).
- 14.3 None of the deficiencies and issues identified in the internal control report would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of any member of the Group to comply with any applicable Laws. Any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant in connection with the Global Offering have been or are expected to be rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its board of Directors with all applicable Laws, and no such issues have adversely affected, or could reasonably be expected to, individually or in the aggregate, adversely affect, such controls and procedures or such ability to comply with all applicable Laws.
- 14.4 The statutory books, books of account and other records of whatsoever kind of each member of the Group are in the proper possession, up-to-date and contain complete and accurate records as required by applicable Laws in such books and no notice or allegation on the accuracy and rectification has been received; all accounts, documents and returns required by applicable Laws to be prepared, delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority in any jurisdiction have been duly and correctly prepared, delivered or made.

## 15 Compliance with bribery, money laundering and sanctions Laws



- 15.1 Each Warrantor, the Subsidiary and their respective directors, officers, agents, representatives, affiliates and employees has not (A) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of payment or giving of money, property, gifts or anything else of value, to any “**government official**” (including any officer or employee of a government or any department, agency, or instrumentality thereof, or government-owned or controlled entity, or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing), political party, party official or candidate for political office in Hong Kong, the PRC, the United States or any other applicable jurisdiction to influence official action or secure an improper advantage; (C) made or authorized any contribution, payment or gift of funds or property to any government official, political party, party official or candidate for public office in Hong Kong, the PRC, the United States, or any other applicable jurisdiction of incorporation and where the Group conducts business, in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable Laws of any relevant governmental authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the “**FCPA**”) or (D) made, offered, agreed, requested, or taken an act in furtherance of, any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Company or the Subsidiary, as applicable; each Warrantor, the Subsidiary and their respective directors, officers, agents, representatives, affiliates and employees have conducted their businesses in compliance with all applicable anti-bribery or anti-corruption Laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti- Commercial Bribery of the PRC, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the “**Anti-Bribery Laws**”) and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with all applicable Anti-Bribery Laws and with the representation and warranty contained herein; none of the Company, the Subsidiary, any Warrantor (other than the Company), any director, officer or, to each Warrantor’s best knowledge after due and careful inquiry, any employee of the Group, or any agent, affiliate or other person or acting on behalf of the Group engaged in any activity or conduct that has violated, would violate or is in violation of any provision of the Anti-Bribery Laws.
- 15.2 Each Warrantor, the Subsidiary, and their respective directors, officers, agents, representatives, affiliates and employees are and have conducted their operations at all times in compliance with applicable anti-money laundering and anti-terrorism financing Laws, financial recordkeeping, reporting and other requirements of the anti-money laundering Laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principals or procedures of Hong Kong, the PRC, the United States and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Group conducts business, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, 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**”) (to the extent applicable to such person), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, (collectively, the “**Anti-Money Laundering Laws**”), and each member of the Group has instituted and maintains policies and procedures designed to ensure continued

compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving the Company or the Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to each Warrantor's best knowledge after due and careful inquiry, threatened.

- 15.3 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated by this Agreement, the use of proceeds of the Global Offering, or the provision of services contemplated by this Agreement to the Company will result in violation (including, without limitation, by the Underwriters) of any Anti-Bribery Laws, Anti-Money Laundering Laws or Sanctions (as defined below).
- 15.4 (A) None of the Warrantors, the Subsidiary, nor any of their respective director or officer, nor any employee, agent or affiliate or other person acting on their behalf (a) is subject to, or controlled, or is 50% or more owned in the aggregate by any individuals or entities that are currently the subject of, any economic or trade sanctions or restrictive measures enacted, administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, His Majesty's Treasury or other sanctions authority which may assert jurisdiction over the Company (collectively, the "**Sanctions**" and such persons, "**Sanctioned Persons**" and each such person, a "**Sanctioned Person**"); (b) is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions (including, for the avoidance of doubt, Afghanistan, Cuba, Iran, North Korea, Syria, Russia and the Crimea region and the occupied territories in the so-called People's Republic of Donetsk and People's Republic of Luhansk of Ukraine, Zaporizhzhia and Kherson regions) (collectively, the "**Sanctioned Countries**" and each, a "**Sanctioned Country**"); or (c) will, directly or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity, (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner, that could or would result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise); and (B) each Warrantor, the Subsidiary, and their respective directors, officers, agents, representatives, affiliates and employees are in compliance with all Sanctions and neither the Company nor the Subsidiary, nor any of their respective director or officer, nor any employee, agent or affiliate or other person acting on behalf of the Company or the Subsidiary has engaged in, or is now engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country.
- 15.5 The Group shall institute appropriate compliance systems to reasonably ensure that neither the Company nor the Subsidiary, nor any of their respective director, officer, employee, agent, affiliate or other person acting on their behalf, will (i) use, directly or indirectly, any part of the proceeds from the Global Offering, or (ii) lend, contribute or otherwise make available such proceeds (a) to fund or facilitate any activities or business of or with any person that, at the time of such funding or facilitation, is a Sanctioned Person, (b) to fund or facilitate any activities or business of or in any Sanctioned Country, or (c) in any manner that would result in a violation by any person of Sanctions, including, without limitation, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries and their advisors, to be in violation of the Sanctions.

## 16 Experts

- 16.1 Each of the Legal Advisers, the Reporting Accountants, the Tax Advisor and the Industry Consultant is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest.
- 16.2 Each of the Reporting Accountants, the Industry Consultant, the Tax Advisor and the Legal Advisers has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Prospectus, Disclosure Package, the Final Offering Circular and the PHIP and has not withdrawn its consent.
- 16.3 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Industry Consultant, the Tax Advisors, the internal control consultant, and any counsel for the Company, respectively, are and will remain complete, true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry and none of the Company or the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no material information was withheld from the Reporting Accountants, the Industry Consultant, the Tax Advisors, the internal control consultant, and any counsel for the Company, the Joint Sponsors, the Joint Global Coordinators or the Underwriters, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Offering Documents and the PHIP) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading.

## **17 Provision of information**

- 17.1 The Warrantors (including, without limitation, their respective affiliates, agents and representatives, and any person acting on their behalf, other than the Underwriters in their capacity as such) (A) have not, without the consent of the Joint Sponsors and the Overall Coordinators, made, used, prepared, authorised, approved or referred to any Supplemental Offering Material and (B) will not, without the consent of the Joint Sponsors and the Overall Coordinators, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material.
- 17.2 None of the Company, the Subsidiary and/or the Warranting Shareholders, and/or any of their respective substantial shareholders, directors, officers, employees, affiliates, advisors and/or agents has (whether directly or indirectly, formally or informally, in writing or verbally) provided any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or the Subsidiary that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular or publicly available, to any research analyst.
- 17.3 Each forward-looking statement contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP has been made or reaffirmed with a reasonable basis and in good faith.

## **18 Statistical or market data**

- 18.1 All statistical or market-related or operational data included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP that come from the Company, have been derived from the records of the Company and the Subsidiary using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading; all statistical or market-related data included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP that come from sources other than the Company are based on or derived from sources described therein which the Company reasonable believes to be reliable and accurate and agree with such sources, and the Company has obtained the written consent to use such data from such sources to the extent required.

## **19 Material contracts**

- 19.1 (A) The Company and the Subsidiary are in compliance with the terms of the material contracts to which each is a party and (B) neither the Company nor the Subsidiary has been informed by any counterparties to its material contracts that the Company or the Subsidiary is in breach of any terms thereof, nor have any issues been raised by such counterparties suggesting that the Company or the Subsidiary may be in breach of such contracts.
- 19.2 All contracts or agreements entered into within two years of the date of the Hong Kong Prospectus (other than contracts entered into in the ordinary course of business) to which the Company or the Subsidiary is a party and which are required to be disclosed as material contracts in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been or will be so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC. No material contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors and the Joint Global Coordinators, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date. Neither the Company or the Subsidiary, nor any other party to any material contract, has sent or received any communication regarding termination of, or intent not to renew, any such material contract, and to the best knowledge of the Company, no such termination or non-renewal has been threatened by the Company or the Subsidiary or, any other party to any such material contract.
- 19.3 Each of the contracts listed as being material contracts in the section of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed “Appendix VI – Statutory and General Information – B. Further Information About Our Business – 1. Summary of Material Contracts” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms. The disclosure of such material contracts in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP is true and accurate in all material respects and not misleading.
- 19.4 No member of the Group is in breach of or in default nor has any event occurred which, without giving of notice or seeking approval, would result in a default under any loan or credit agreement or other evidence of indebtedness. No circumstance has arisen such that any person is now entitled to require payment of any indebtedness nor has any security in respect of such indebtedness become enforceable by reason of default by any member of the Group. No person to whom any indebtedness of any member of the Group which is repayable on demand is owned has demanded or threatened to demand repayment of, or to take steps to enforce any security for the same.

- 19.5 Neither the Company nor the Subsidiary has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company or the Subsidiary (as relevant) on six months' notice or less).
- 19.6 Neither the Company nor the Subsidiary is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction.
- 19.7 There are no relationships or transactions not in the ordinary course of business between the Company or the Subsidiary, on one hand, and their respective suppliers on the other hand.
- 19.8 The Company does not have any reason to believe that any supplier of any member of the Group is considering ceasing to deal with the Company or the Subsidiary or modifying other terms of or reducing the extent or value of, its dealings with the Company or the Subsidiary contrary to the manner disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular or in a manner materially inconsistent with its past dealings with the Group.
- 19.9 Neither the Company nor the Subsidiary is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 19.10 Neither the Company nor the Subsidiary is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or the Subsidiary has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 19.11 None of the Warranting Shareholders, Directors, directors of the Subsidiary or their respective associates, either alone or in conjunction with or on behalf of any other person, is interested in any business that is in competition with the business of any member of the Group to the extent that there could be a conflict of interests between the Warranting Shareholders or such Director or such director of the Subsidiary, as the case may be, or any of his or her or its associates (as the term is defined in the Listing Rules) and the general body of shareholders of the Company, nor is the Warranting Shareholders or any of the Directors or any of the directors of the Subsidiary interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to either the Company or the Subsidiary. None of the Warranting Shareholders, any of the Directors, any director of the Subsidiary, or any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or the Subsidiary which is subsisting on the Listing Date and which is material in relation to the business of the Company or the Subsidiary.

## **20 Historical Changes**

- 20.1 The descriptions of the events, transactions and documents (the “**Historical Changes Documents**”) relating to the transfers and changes in the share capital of the members of the Group (the “**Historical Changes**”) as set forth in the sections of each of the Hong Kong Prospectus, the

Disclosure Package, the Final Offering Circular and the PHIP headed, respectively, “History, Development and Corporate Structure” are complete, true and accurate in all material respects and not misleading.

- 20.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 20.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Warrantors or the Subsidiary pursuant to (A) the Articles of Association or other constituent or constitutive documents or the business licence of the Warrantors or the Subsidiary, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any of the Warrantors or the Subsidiary is a party or by which any of the Warrantors or the Subsidiary is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to any of the Warrantors or the Subsidiary or any of their respective properties or assets. Neither the Historical Changes nor the execution, delivery and performance any of the Historical Changes Documents has rendered any member of the Group liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountant’s Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.
- 20.4 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.
- 20.5 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Historical Changes which have not been previously provided, or made available, to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.

- 20.6 There are no actions, suits, proceedings, investigations or inquiries pending or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Historical Changes as set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed “History, Development and Corporate Structure”.

## 21 Pre-IPO Investments

Reserved.

## 22 Connected Transactions

- 22.1 Except as disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular, no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors or officers of the Company or of the Subsidiary) is or will be outstanding between the Company or the Subsidiary, on the one hand, any current or former director or any officer of the Company or the Subsidiary, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.

## 23 Taxation

- 23.1 All returns, reports or filings required by Laws or the Authorities to be filed by or in respect of the Company or the Subsidiary for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and are not the subject of any dispute with any taxing or other Authority and there are no circumstances giving rise to any such dispute; all Taxes due or claimed to be due from the Company and the Subsidiary have been duly and timely paid, there is no deficiency for Taxation of any amount that has been asserted against the Company or the Subsidiary; the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP included appropriate provisions required under IFRS for all Taxes in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or the Subsidiary was then or could reasonably be expected thereafter to become or has become liable. The statements set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed “Financial Information” and “Regulatory Overview”, insofar as they relate to Taxation, are complete, true and accurate in all material respects and not misleading in any respect.
- 23.2 Except as otherwise disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular, each of the waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company or the Subsidiary by any Authority (“**Preferential Tax Treatments**”) is valid and in full force and effect; the Company and the Subsidiary have filed all necessary filings and are in compliance in all material respects with all requirements under all applicable Laws required to qualify for, obtain or maintain the Preferential Tax Treatments as described in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, and the actual operations and business activities of each member of the Group are sufficient to meet the qualifications for their Preferential Tax Treatments; no filings made to any Authority in connection with obtaining their Preferential Tax Treatments contained any misstatement or omission that would have affected the granting of their Preferential Tax Treatments; neither the Company nor the Subsidiary has received notice of any deficiency in their respective applications for their Preferential Tax Treatments that would have affected the granting

of their Preferential Tax Treatments, and the Company is not aware of any reason why the Company or the Subsidiary may not qualify for, or be in compliance with the requirements for, their Preferential Tax Treatments.

- 23.3 Except as described in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, no stamp or other issuance or transfer Taxes and no capital gains, income, goods and services tax, value added tax, business tax, withholding or other Taxes are payable by or on behalf of the Company or the Subsidiary in Hong Kong, the PRC, the United States or any other applicable jurisdictions, or to any taxing or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, allotment, issue, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, (D) the offer, allotment, issue, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or the Joint Bookrunners or purchasers procured by the International Underwriters or the Joint Bookrunners in the manner contemplated in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular, (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited or (F) the sale, transfer or other disposition or delivery of any Shares, including any realised or unrealised capital gains arising in connection with such sale, transfer or other disposition.
- 23.4 Neither the Company nor the Subsidiary is a party to any transaction or arrangement under which it or they may be required to pay for any asset or services or facilities of any kind an amount which is in excess of the price that parties dealing on an arm's length basis would be willing to pay for such asset or services or facilities or will receive any payment for any asset or services or facilities of any kind that it has supplied or provided or is liable to supply or provide which is less than the price that parties dealing on an arm's length basis would be willing to supply or provide such asset or services or facilities.
- 23.5 Neither the Company nor the Subsidiary has been or is currently the subject of an enquiry into transfer pricing by any taxing or other Authority and no taxation authority has indicated any intention to commence any such enquiry and there are no circumstances likely to give rise to any such enquiry.

## **24 Directors and Shareholders**

- 24.1 Subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company, if any, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.
- 24.2 None of the shareholders (who or which to the best knowledge of the Directors owned more than 5% of the Company's issued share capital) or directors of the Company or the Subsidiary or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person is, or was during the Track Record Period, directly or indirectly, interested in the Group's five largest suppliers.

## **25 Dividends**

- 25.1 All dividends and other distributions declared and payable on the H Shares to the shareholders of the Company may, under the Laws of Hong Kong, be payable in foreign currency and freely paid



and transferred out of Hong Kong without the necessity of obtaining or making any Approvals and Filings of or with any Hong Kong Authority, and, are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the PRC, the United States or any other applicable jurisdictions, or any Taxation or other Authority thereof or therein.

- 25.2 The Subsidiary is not currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the share capital or other equity interests of or in the Subsidiary, from repaying to the Company any loans or advances to the Subsidiary from the Company or from transferring any of the properties or assets of the Subsidiary to the Company.

## **26 Litigation and other proceedings**

- 26.1 There are (A) no actions, suits, proceedings, investigations or inquiries under any Laws or by or before any Authority pending or threatened or contemplated to which any of the Warrantors or any of their respective promoters, directors, officers or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, before or by any Authority, whether or not arising from transactions in the ordinary course of business, (B) no Law that has been enacted, adopted or issued or, that has been proposed by any Authority, and (C) no judgment, decree or order of any Authority, which, in any such case described in clause (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or any development involving a prospective Material Adverse Change, in or affecting the assets, liabilities, business, general affairs, management, prospects, Shareholders' equity, revenues, profits, losses, results of operations, position or condition, financial or otherwise, or performance of any of the Warrantors or the Subsidiary, taken as a whole, or adversely affect the power or ability of any of the Warrantors to perform its obligations under this Agreement, the Operative Documents and the International Underwriting Agreement, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the Operative Documents and the International Underwriting Agreement or otherwise adversely affect the Global Offering, or are required to be described in any of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP but are not so described. No such actions, and no other disputes existed or was outstanding at any time within the period of 12 months, preceding the date of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP (whether or not now resolved) which, if the same had not been resolved would or would have been likely to have a Material Adverse Change, and notwithstanding it is now resolved or withdrawn, resulted from circumstances, or is or was otherwise of a nature, which should reasonably be viewed as significant to the Group now or in the future.
- 26.2 None of the Warrantors nor the Subsidiary, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or, the best knowledge of such Warrantor or the Subsidiary, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent any of the Warrantors, where applicable, or the Subsidiary, (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any of the Warrantors or the Subsidiary, or otherwise from or with any other persons, required in order to conduct the business of any of the Warrantors, where applicable, or the Subsidiary, or (C) to bring an adverse effect on the completion of the Global Offering.
- 26.3 No member of the Group which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no

circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

- 26.4 No member of the Group has stopped or suspended payments of its debts, become unable to pay its debts or otherwise become insolvent.

## **27 Market conduct**

- 27.1 None of the Warrantors nor the Subsidiary and their respective promoters, directors, officers, employees, agents, affiliates (within the meaning of Rule 501(b) under the Securities Act) or controlling persons, nor any person acting on behalf of any of them, as applicable, has, at any time prior to the date of this Agreement, done or engaged in, or will, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC or any other Authority including those in relation to bookbuilding and placing activities.
- 27.2 None of the Warrantors nor the Subsidiary, nor their respective promoters, directors, officers, employees, agents, affiliates (within the meaning of Rule 501(b) under the Securities Act) or controlling persons, nor any person acting on behalf of any of them, (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise or (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions including Parts XIII and XIV of the Securities and Futures Ordinance.

## **28 Immunity**

- 28.1 None of the Company, the Subsidiary nor the Warranting Shareholders, nor any of the properties, assets or revenues of the Company or the Subsidiary or the Warranting Shareholders is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief (including but not limited to interlocutory or ancillary relief) or for the enforcement of any judgment or arbitral awards; the irrevocable and unconditional waiver and agreement of the Warrantors in Clause 16.3 of this Agreement not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of each of the Warrantors under the Laws of Hong Kong, the United States, the PRC and any other applicable jurisdiction.

## **29 Choice of law and dispute resolution**

- 29.1 The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the PRC, Hong Kong and the United States and any other applicable jurisdiction; the Warrantors can sue and be sued in their own names under the Laws of the PRC, the United States, Hong Kong and any other applicable jurisdiction; the agreement by the Warrantors to the submission of any dispute arising out of or in connection with this Agreement to arbitration in

accordance with Clause 16 of this Agreement, the irrevocable submission by the Warrantors to the jurisdiction of any court of competent jurisdiction in which proceedings are permitted to be brought pursuant to Clause 16 of this Agreement, the waiver by the Warrantors of any objection to the venue of an action, suit or proceeding in any court of competent jurisdiction in which proceedings are permitted to be brought pursuant to Clause 16 of this Agreement, the waiver and agreement not to plead an inconvenient forum, the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC, the United States, Hong Kong and any other applicable jurisdiction and will be respected by the courts of the PRC, Hong Kong, and the United States and any other applicable jurisdiction. Service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC, the United States, Hong Kong and any other applicable jurisdiction are concerned, to confer valid personal jurisdiction over the Warrantors; any judgment or arbitral award obtained in any court or rendered by an arbitral tribunal pursuant to the terms of, and arising out of or in relation to the obligations of the Warrantors under, this Agreement, will be recognised and enforced in the courts of the PRC, Hong Kong and the United States and any other applicable jurisdiction.

- 29.2 It is not necessary under the Laws of Hong Kong, the PRC, the United States or any other applicable jurisdiction that any of the International Underwriters or Hong Kong Underwriters or the Joint Bookrunners (other than those incorporated, registered, or organised under the Laws of Hong Kong, the United States, the PRC, or any other applicable jurisdiction) should be licensed, qualified or entitled to carry out business in the PRC, Hong Kong, the United States or any other applicable jurisdiction (A) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

### **30 Professional Investor**

- 30.1 Each of the Warrantors has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Warrantors”, and “we” or “us” or “our” shall mean the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries.

### **31 No other arrangements relating to sale of Offer Shares**

- 31.1 Except pursuant to this Agreement and the International Underwriting Agreement, there are no contracts, agreements or understandings between any member of the Group or the Warrantors and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Warrantors or the Subsidiary or any Underwriter for brokerage commissions, finder’s fees, broker’s or agent’s commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular.
- 31.2 None of the Warrantors nor the Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement, the Operative Documents and the Cornerstone Investment Agreements.

Except for the guaranteed allocation of Offer Shares at the Offer Price as set forth in the respective Cornerstone Investment Agreement, neither the Company nor the Subsidiary, or any of their respective affiliates, has offered, agreed to provide or provided, procured any other person or entity to provide, or arranged to provide any direct or indirect benefits by side letter or otherwise, to any investor in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide for New Listing Applicants.

- 31.3 Neither the Warranting Shareholders, the Company, the Subsidiary, nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular. No member of the Group nor any director, officer, agent, employee or affiliate of any member of the Group is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular.

## **32 United States aspects**

- 32.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters or the Joint Bookrunners in the manner contemplated in this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements, and in each of the Hong Kong Public Offering Documents, the Disclosure Package and the Final Offering Circular.
- 32.2 None of the Warrantors nor any of their respective “affiliates” (within the meaning of Rule 501(b) under the Securities Act) nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any “general solicitation” or “general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any “directed selling efforts” within the meaning of Rule 902 under the Securities Act.
- 32.3 None of the Company, any of its affiliates and any person acting on behalf of any of the foregoing (other than the International Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) has sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Offer Shares in a manner that would require the registration under the Securities Act of the Offer Shares; the Company will not, and will not permit its affiliates or any person acting on its behalf (other than the International Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the Offer Shares in a manner which would require the registration under the Securities Act of the Offer Shares.
- 32.4 Within the six months immediately preceding the date of this Agreement, none of the Warrantors nor any of their affiliates nor any person acting on behalf of any of the Warrantors has offered or sold to any person any Shares or any securities of the same or a similar class as the Shares other than the Offer Shares offered or sold to the International Underwriters hereunder; the Warrantors

will take reasonable precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any Shares or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the Overall Coordinators), is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States or otherwise contemplated by the International Underwriting Agreement as transactions exempt from the registration provisions of the Securities Act.

- 32.5 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 32.6 There is no “substantial U.S. market interest” within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.
- 32.7 The Company is not, and will not as a result of the receipt and application of the proceeds of the Global Offering, and does not expect to become, a “passive foreign investment company” within the meaning of Section 1297(a) of the U.S. Internal Revenue Code of 1986, as amended.
- 32.8 The Company or the Subsidiary is not and, after giving effect to the offering and sale of the Offer Shares and the application of the proceeds thereof as described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, will not be an “investment company” or an entity “controlled” by an “investment company” within the meaning of the U.S. Investment Company Act of 1940, as amended.

### **33 Directors and Officers**

- 33.1 Any certificate signed by any director or officer of the Company or of the Subsidiary and delivered to the Joint Sponsors or the Joint Global Coordinators or the Joint Bookrunners or the Joint Lead Managers or the Capital Market Intermediaries or any Underwriter or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Joint Sponsors or Joint Global Coordinators or Joint Bookrunners or Joint Lead Managers or Capital Market Intermediaries or each Underwriter.
- 33.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company and the Joint Sponsors, and such authority and confirmations remain in full force and effect.
- 33.3 All the interests or short positions of each of the Directors and the Warranting Shareholders in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the H Shares are listed, are fully and accurately disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.
- 33.4 The Directors have been duly and validly appointed and are the only directors of the Company.

- 33.5 Except as disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, none of the Directors has a service contract with any member of the Group which is required to be disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.
- 33.6 There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or the Subsidiary to or for the benefit of any of the officers, directors, director nominees or supervisors of the Company and the Subsidiary or any of their respective family members or other relatives or any body corporate, trust or entity in which any of them has a controlling interest; and neither the Company nor the Subsidiary has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any officer, director, director nominee or supervisor of the Company or the Subsidiary.

**Part B: Additional Representations and Warranties of  
the Warranting Shareholders**

The Warranting Shareholders represent and warrant, and agree with, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them as follows:

**1 Valid existence**

- 1.1 The Warranting Shareholders have full power and legal capacity to enter into, execute and deliver this Agreement, the International Underwriting Agreement and any Operative Documents to which they are parties and to undertake, perform, discharge, observe and comply with all their obligations and liabilities thereunder and the transactions contemplated thereby, and are capable of suing and being sued.
- 1.2 The Warranting Shareholders fully understand the contents of this Agreement, the International Underwriting Agreement and any Operative Document to which they are parties and the transactions contemplated thereby prior to their execution and delivery of this Agreement, the International Underwriting Agreement and any Operative Documents to which they are parties and have acted independently and free from any undue influence by any person.
- 1.3 The Warranting Shareholders are not entitled to any pre-emptive or similar rights to acquire the Offer Shares. There is no option, warrant, or other agreement or commitment obligating, or which may obligate, the Warranting Shareholders to sell Shares or any other securities of the Company, and except as disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular, there are no securities held by the Warranting Shareholders which are convertible into or exchangeable for any equity securities of the Company.

**2 Execution of agreements**

- 2.1 This Agreement, the International Underwriting Agreement, the Operative Documents and any other document required to be executed by the Warranting Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement and any of the Operative Documents to which they are parties has been duly authorised, executed and delivered by the Warranting Shareholders and when duly authorised, executed and delivered by the other parties hereto, constitutes a legal, valid and binding agreement of the Warranting Shareholders, enforceable against the Warranting Shareholders in accordance with its terms.
- 2.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and any of the Operative Documents, the issuance and sale of the International Offer Shares and the Hong Kong Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, and the consummation of the Global Offering, do not and will not conflict with or result in a material breach or violation of, or constitute a material default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition and/or compliance with any formality or all of the foregoing, would result in a material breach or violation of, constitute a material default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of any material Encumbrance on any property or assets of the Warranting Shareholders

pursuant to (A) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Warranting Shareholders are parties or by which the Warranting Shareholders are bound or any of her properties or assets is or may be bound or affected, or (B) any Laws applicable to the Warranting Shareholders or any of their properties or assets.

- 2.3 Except for the final approval from the SEHK for the listing of and permission to deal in the H Shares on the Main Board of the SEHK, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Warranting Shareholders or any of their properties or assets, or otherwise from or with any other persons, required in connection with the execution or delivery by the Warranting Shareholders of this Agreement, the International Underwriting Agreement, the Operative Documents (to the extent the Warranting Shareholders are a party thereto), any other document required to be executed by the Warranting Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, or the performance by the Warranting Shareholders of their obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents or any other document required to be executed by the Warranting Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.
- 2.4 No consent, approval, authorization or order of, or qualification or any filings, registration with, submissions, postings, or applications with, any Authority is required for the performance by the Warranting Shareholders of their obligations under this Agreement, the International Underwriting Agreement or the Operative Documents.

### **3 Information provided**

- 3.1 All information included in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular and the PHIP with respect to them did not contain and will not contain an untrue statement of a material fact and did not omit and will not 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.
- 3.2 All information disclosed or made available in writing or orally from time to time (and (A) any new or additional information serving to update or amend such information, or (B) information which ought reasonably to have been disclosed or made available, including without limitation, as necessary to the performance by the Joint Sponsors of its obligations as sponsor under the Listing Rules) which is approved, disclosed, or made available by or on behalf of the Warranting Shareholders to the Stock Exchange, the SFC, any applicable Authority, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Industry Consultant, the Internal Control Consultant, the ESG Consultant, and/or legal and other professional advisors for the Company or the Underwriters in connection with the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation, for the purpose of replying to queries and comments raised by the Stock Exchange, the SFC or any applicable Authority, the information, the answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular, the PHIP and the CSRC Filings or provided for or in the course of due diligence contained in or referred to in the Verification Notes, or the discharge by the Joint Sponsors, Global



Coordinators or the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or the discharge by the Joint Sponsors of its obligations as sponsor under the Listing Rule and other applicable Laws, and information and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct for Persons Licensed by or Registered with the SFC and the Listing Rules) and the information contained in the Analyst Presentation Materials and the Investor Presentation Materials, including information provided to any research analyst, was so disclosed or made available in full and in good faith and was and remains complete, true and accurate in all material respects and not misleading with no omissions.

#### **4. Historical Changes**

- 4.1 Neither the Historical Changes (or its implementation) nor the execution, delivery and performance of any of the Historical Changes Documents: (A) resulted in a breach of, or constituted a default under, any indenture, mortgage, charge, trust, lease, agreement, instrument or obligation to which the Warranting Shareholders were at the relevant time or are parties or by which any member of the Group or any of their respective assets was at the relevant time or is bound, which singly or in the aggregate result in a Material Adverse Change; (B) resulted in a breach of any Laws to which the Warranting Shareholders were or are subject or by which the Warranting Shareholders or any of their respective assets was or is bound; (C) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any assets of the Warranting Shareholders; or (D) has rendered the Warranting Shareholders liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountants' Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP except such breach which would not individually or in the aggregate result in a Material Adverse Change.
- 4.2 The Warranting Shareholders have obtained or made all Approvals with the relevant Authority pursuant to the applicable Laws in respect of the Historical Changes and such Approvals are in full force and effect, and there is no reason to believe that any such Approvals may be revoked, suspended or modified.

#### **5 Market conduct**

- 5.1 None of the Warranting Shareholders, their “affiliates” (within the meaning of Rule 501(b) under the Securities Act), or (if applicable) their respective directors, nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities, or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities.
- 5.2 None of the Warranting Shareholders, their “affiliates” (within the meaning of Rule 501(b) under the Securities Act) or (if applicable) their respective directors, nor any person acting on behalf of any of them, (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or

result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, or (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance..

## **6 Choice of law and dispute resolution**

- 6.1 The choice of law provisions set forth in this Agreement will be recognized and given effect to by the courts of Hong Kong, the PRC and the United States and any other applicable jurisdiction. The Warranting Shareholders can sue and be sued in their own name under the Laws of Hong Kong, the PRC, the United States and any other applicable jurisdiction. Each of their agreement to resolve any dispute by arbitration at the Hong Kong International Arbitration Centre, each of their agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Agreement, each of their irrevocable submission to the jurisdiction of any court of competent jurisdiction in which proceedings are permitted to brought pursuant to Clause 16 of this Agreement, each of their waiver of any objection to the venue of an action, suit or proceeding in any such court, each of their waiver and agreement not to plead an inconvenient forum and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of its place of incorporation and will be respected by the courts of Hong Kong, the PRC and the United States and any other applicable jurisdiction. Service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong, the PRC, the United States and any other applicable jurisdictions are concerned, to confer valid personal jurisdiction over them. Any judgment obtained in a court or arbitral awards rendered by an arbitral tribunal pursuant to the terms of, and arising out of or in relation to their respective obligations under this Agreement will be recognized and enforced in the courts of Hong Kong, the PRC and the United States and any other applicable jurisdiction.

## **7 Immunity**

- 7.1 Under the Laws of Hong Kong, the PRC the United States and any other applicable jurisdictions, neither the Warranting Shareholders nor any of their respective properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award. The Warranting Shareholders' irrevocable waiver and agreement in Clause 16 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of each of them under the Laws of Hong Kong, the PRC, the United States and other applicable jurisdictions.

## **8 No Other Arrangements Relating to the Sale of the Offer Shares**

- 8.1 The Warranting Shareholders have not entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than pursuant to this Agreement and the International Underwriting Agreement or as described in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular.

## **9 United States Aspects**

- 9.1 Other than as contemplated in this Agreement and the International Underwriting Agreement, none of the Warranting Shareholders, their affiliates or any person acting on behalf of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of any (i) “directed selling efforts” within the meaning of Rule 902 under the Securities Act or (ii) any “general solicitation or general advertising” within the meaning of Rule 502 under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

## **10 Certificates from directors or officers**

- 10.1 Any certificate signed by the Warranting Shareholders and delivered to the Joint Sponsors, the Overall Coordinators, the Underwriter or counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Warranting Shareholders, as to matters covered thereby, to each of the Joint Sponsors the Overall Coordinators and the Underwriters.

### **SCHEDULE 3**

#### **CONDITIONS PRECEDENT DOCUMENTS**

##### **Part A**

###### *Legal Documents*

1. Two certified true copies of the written resolutions or meeting minutes of the shareholders of the Company, dated May 6, 2025, in relation to the Global Offering referred to in Appendix VII to the Prospectus.
2. Two certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:
  - (a) approving and authorising this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
  - (b) approving the Global Offering and any issue of the Offer Shares pursuant thereto;
  - (c) approving and authorising the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
  - (d) approving and authorising the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
  - (e) approving the Verification Notes.
3. Two certified true copies of the H Share Registrar's Agreement duly signed by the parties thereto.
4. Two certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
5. Two certified true copies of the business license of the Company.
6. Two certified true copies of the Articles of Association which shall become effective upon the Listing Date.
7. Two certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; (ii) the certificate of registration of alteration of name of registered non-Hong Kong company; and (iii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
8. Two certified true copies of the service agreements or letters of appointment of each of the Directors and Supervisors.
9. Two certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 14 below) and statements of interests signed by each of the Directors.

10. Two certified true copies of each of the material contracts referred to in the section of the Prospectus headed Appendix VI - Statutory and General Information – B. Further Information about Our Business - 1. Summary of Material Contracts” (other than this Agreement) duly signed by the parties thereto.
11. Two certified true copies of the undertaking from each of the Single Largest Group of Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
12. Two certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

*Documents relating to the Hong Kong Public Offering*

13. Two printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, certified true copies of the relevant powers of attorney.
14. Two signed originals of the signature pages to the verification notes relating to the Prospectus duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorised attorneys).
15. Two signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
16. Two signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.
17. Two signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus.
18. Two signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall, *inter alia*, comment on the statement contained in the Prospectus as to the sufficiency of the Group’s working capital.
19. Two signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
20. Two signed originals of the legal opinion from Kang Da, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of (i) the properties owned and leased by the

Group in the PRC and (ii) the establishment, business and legal status of the Group under PRC laws.

21. Two signed originals of the legal opinion from Han Kun, dated the Prospectus Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC and (ii) the establishment, business and legal status of the Group under PRC laws.
22. Two signed originals of the legal opinions from Junhe, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's data compliance and cybersecurity under PRC laws.
23. Two signed originals of the legal opinions from Robertsons, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under HK laws.
24. Two signed originals of the legal opinions from Anderson, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Japan laws.
25. Two signed originals of the legal opinions from S&K, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Korea laws.
26. Two signed originals of the legal opinions from C&L, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Malaysia laws.
27. Two signed originals of the legal opinions from Sycip, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Philippines laws.
28. Two signed originals of the legal opinions from Tamimi, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Saudi Arabia laws.
29. Two signed originals of the legal opinions from Dentons Singapore, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and

substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Singapore laws.

30. Two signed originals of the legal opinions from Lee and Li, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Taiwan laws.
31. Two signed originals of the legal opinions from WC&P, dated the Prospectus Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Thailand laws.
32. Two originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
33. Two signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.
34. Two electronically signed originals of the IT audit report from Ernst & Yong (China) Advisory Limited, dated the Prospectus Date.
35. Two electronically signed originals of the transfer pricing report from Ernst & Yong (China) Advisory Limited, dated the Prospectus Date.
36. Two signed originals of the direct and indirect tax report from Ernst & Yong (China) Advisory Limited, dated the Prospectus Date.
37. Two electronically signed originals of the ESG report from Ernst & Yong (China) Advisory Limited, dated the Prospectus Date.
38. Two certified true copies of the letter from each of the experts referred to in the section headed "Statutory and General Information" of Appendix VI to the Prospectus (except for the Joint Sponsors), dated the Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.
39. Two certified true copies each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and the certificate issued by Formex Financial Press Limited as to the competency of such translator.
40. Two certified true copies of the written confirmation from the Stock Exchange authorising the registration of the Prospectus.
41. Two certified true copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
42. Two certified copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
43. Two certified true copies of the Compliance Adviser Agreement.

44. Two signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.
45. Two certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the Shares on the Stock Exchange.



## **Part B**

1. Two signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Two signed originals of the Regulation S comfort letter from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Two signed originals of the Regulation S bringdown comfort letter from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters), in form satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Two signed originals of the bringdown legal opinion from Kang Da, dated the Listing Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of (i) the properties owned and leased by the Group in the PRC and (ii) the establishment, business and legal status of the Group under PRC laws.
5. Two signed originals of the legal opinion from Han Kun, dated the Listing Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC and (ii) the establishment, business and legal status of the Group under PRC laws.
6. Two signed originals of the legal opinions from Junhe, dated the Listing Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's data compliance and cybersecurity under PRC laws.
7. Two signed originals of the legal opinions from Robertsons, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under HK laws.
8. Two signed originals of the legal opinions from Anderson, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Japan laws.

9. Two signed originals of the legal opinions from S&K, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Korea laws.
10. Two signed originals of the legal opinions from C&L, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Malaysia laws.
11. Two signed originals of the legal opinions from Sycip, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Philippines laws.
12. Two signed originals of the legal opinions from Tamimi, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Saudi Arabia laws.
13. Two signed originals of the legal opinions from Dentons Singapore, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Singapore laws.
14. Two signed originals of the legal opinions from Lee and Li, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Taiwan laws.
15. Two signed originals of the legal opinions from WC&P, dated the Listing Date and addressed to, among others, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Group's operation under Thailand laws.
16. Two signed originals of the Hong Kong closing legal opinion from Dentons Hong Kong LLP, dated the Listing Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
17. Two signed originals of the legal opinion from Dentons Hong Kong LLP, dated the Listing Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), concerning matters on, among other things, that it is not necessary to register the H Shares under the U.S. Securities Act of 1933, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

18. Two signed originals of the Hong Kong closing legal opinion from Jia Yuan Law Office, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
19. Two signed originals of the Hong Kong closing legal opinion from Allen Overy Shearman Sterling, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
20. Two signed originals of the legal opinion from Jia Yuan Law Office, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters on, among other things, that it is not necessary to register the H Shares under the U.S. Securities Act of 1933, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
21. Two signed originals of the legal opinion from Allen Overy Shearman Sterling, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters on, among other things, that it is not necessary to register the H Shares under the U.S. Securities Act of 1933, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
22. Two signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.
23. Two originals of the certificate signed by Ms. ZHUANG Hao, an executive Director and the general manager of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
24. Two originals of the certificate signed by Mr. WU Minggui, the finance director of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.
25. Two originals of the certificate signed by Mr. LU Tashan and Mr. LEE Chung Shing, the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
26. Two originals of the certificate of the Single Largest Group of Shareholders, dated the Listing Date, and in the form set out in Exhibit D and Exhibit E to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date as of the representations and warranties of the Single Largest Group of Shareholders contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
27. Two certified copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorised committee thereof), approving and/or ratifying (as applicable), among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees .

28. Two certified true copies of the letter from the Stock Exchange approving the listing of the Shares.

## **SCHEDULE 4**

### **SET-OFF ARRANGEMENTS**

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO Service at [www.eipo.com.hk](http://www.eipo.com.hk) or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

**SCHEDULE 5**  
**FORMAL NOTICE**

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

<b>Name of Publication</b>	<b>Dates of Advertisement</b>
Stock Exchange website	May 19, 2025
Company website	May 19, 2025

## SCHEDULE 6

### PROFESSIONAL INVESTOR TREATMENT NOTICE

#### PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - 2.1 Information about clients
    - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
    - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
    - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
  - 2.2 Client agreement
    - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
  - 2.3 Information for client
    - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
    - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
    - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
    - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
    - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
  - 2.4 Discretionary accounts
    - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
    - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.
3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH  
PARAGRAPHS 15.3A AND 15.B OF THE CODE:**

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
  - (A) having:
    - (I) a portfolio of not less than \$8 million; or
    - (II) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
  - (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
    - (I) a trust corporation specified in paragraph (i);
    - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
    - (III) a corporation specified in this paragraph or paragraph (ii)(A);
    - (IV) a partnership specified in paragraph (iii);
    - (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or



- (C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

- (iii) a partnership having:

- (A) a portfolio of not less than \$8 million; or

- (B) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

- (i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

- (ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

- (A) a statement of account or a certificate issued by a custodian;

- (B) a certificate issued by an auditor or a certified public accountant;

- (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

- 2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

- 3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

- (iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

- (v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

- (vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

- (ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (vi) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (viii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

- 4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
- 6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:**

- 1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) an individual having a portfolio of not less than \$8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:
  - (A) a portfolio on the individual's own account;
  - (B) a portfolio on a joint account with the individual's associate;
  - (C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;
  - (D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

- (A) the individual's share of the portfolio as specified in a written agreement among the account holders; or
- (B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

- (i) any one or more of the following documents issued or submitted within 12 months before the relevant date:
    - (A) a statement of account or a certificate issued by a custodian;
    - (B) a certificate issued by an auditor or a certified public accountant;
    - (C) a public filing submitted by or on behalf of the individual.
2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
    - (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
    - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
    - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
  3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
  4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and

Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

**SIGNED** by ZHUANG Hao  
for and on behalf of  
**Xiamen Jihong Co., Ltd**  
(廈門吉宏科技股份有限公司)

)  
)  
)  
)

**SIGNED by**  
**ZHUANG Hao (莊浩)**

*jeu* }

**SIGNED** by  
**ZHUANG Shu (莊澍)**

)  
)

A handwritten signature in black ink, appearing to be 'Zhuang Shu' in a cursive style.

**SIGNED by**  
**HE Jingying (賀靜穎)**

)  
)

A handwritten signature in black ink, consisting of stylized, flowing characters that appear to be 'H' and 'J' followed by a flourish.



**SIGNED by**  
**ZHANG Heping (張和平)**

) ) 

**SIGNED by**  
**ZHUANG Zhenhai (莊振海)**

)  
) 

SIGNED by

LU Tashan (陸它山)

陸它山 . )  
)

**SIGNED by**  
for and on behalf of  
**Tibet Yongyue Shichao Corporate**  
**Management Co., Limited\***  
(西藏永悅詩超企業管理有限公司)

) 王偉

SIGNED by TSANG Chi Chung )  
For and on behalf of )  
CHINA INTERNATIONAL CAPITAL )  
CORPORATION HONG KONG SECURITIES )  
LIMITED )  
(中国国际金融香港证券有限公司) )  
For itself and as attorney for and on behalf of each of the )  
other HONG KONG UNDERWRITERS )  
)



**SIGNED** by Selwyn SIU )  
For and on behalf of )  
**CMB INTERNATIONAL CAPITAL LIMITED** )  
(招银国际融资有限公司) )  
 )  
For itself and as attorney for and on behalf of each of the )  
other **HONG KONG UNDERWRITERS** )  
 )



**SIGNED** by Laura YANG )  
For and on behalf of )  
**CMB INTERNATIONAL CAPITAL LIMITED** )  
(招银国际融资有限公司) )  
For itself and as attorney for and on behalf of each of the )  
other **HONG KONG UNDERWRITERS** )  
)

