

独家业务合作协议

本独家业务合作协议（“本协议”）由以下双方于 2023 年 5 月 11 日在中国上海市签署：

甲方：空山网络科技（上海）有限公司

统一社会信用代码：913100005868488684

法定代表人：许式伟

注册地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

乙方：北京空山信息技术有限公司

统一社会信用代码：91110105582557908K

法定代表人：许式伟

注册地址：北京市朝阳区广渠路 28 号院 401 号楼(劲松孵化器 2181 号)

甲方和乙方以下各称为“一方”，统称为“双方”。

鉴于：

1. 甲方是一家在中华人民共和国（“中国”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）合法成立并有效存续的外商独资企业，拥有独家技术开发、咨询和服务及其他服务的必要资源；
2. 乙方是一家在中国境内注册成立的有限责任公司；
3. 在本协议期间按本协议条款的规定，甲方同意利用其人力、技术和信息优势向乙方提供有关独家技术开发、咨询和服务及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款提供的该等服务。

据此，双方经过友好协商，达成如下协议：

1. 咨询和服务

- 1.1 在本协议期间，甲方同意按本协议的条款和条件作为乙方的独家服务提供商向乙方提供附件一所列全面的业务支持、技术服务和咨询服务（“服务”）。双方同意，甲方可以指定其关联方或者其他合格的服务提供方（“指定方”，该指定方可以与乙方进一步签订服务协议）为乙方提供本协议约定的服务。
- 1.2 除附件一所列的服务外，在本协议有效期间，经双方协商一致，甲方可按本协议的条件向乙方提供在甲方经营范围内并经甲方认可的、与乙方经营活动相关的且符合中国法律规定可提供的其他服务。如乙方或乙方附属公司要求甲方提供的服务超过了甲方经核准的经营范围，甲方将在法律允许的最大限

度内申请扩大其经营范围，并在经核准扩大经营范围后提供相关服务。

- 1.3 乙方同意在本协议有效期内接受甲方提供的服务。考虑到甲方所提供的服务的价值以及双方的良好的合作关系，乙方进一步同意，除非经甲方事先书面同意，在本协议期间，乙方不接受并确保其任何子公司均不接受任何第三方（甲方指定方除外）就本协议所涉及的任何咨询和/或服务。
- 1.4 除非中国法律作出强制性另行规定，对所有因履行本协议而产生的任何权利、所有权、权益和知识产权（包括但不限于商标权、著作权、专利权、技术秘密、非专利技术、商业机密、商号权及其他，下同），无论是由甲方自行开发、由乙方基于甲方的知识产权或甲方基于乙方的知识产权开发的，甲方均享有独占和排他的权利和权益，乙方不得向甲方主张任何权利、所有权、权益和知识产权。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。
- 1.5 若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。
- 1.6 考虑到双方的良好合作关系，乙方承诺若其欲与其他法人、企业或任何第三方进行任何业务合作的，须事先征得甲方书面同意。
- 1.7 如果乙方或其子公司应中国法律要求解散或清算，甲方在中国法律许可的范围内有权委任清算人管理乙方或其子公司所有资产，乙方或其子公司应在中国法律许可的范围内，按中国法律允许的最低价格将其所持有的全部或部分资产出售予甲方或甲方指定的其他适格主体。乙方或其子公司在届时有效的中国法适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务；任何该交易产生之收益应在届时有效的中国法适用的范围内，作为本协议之服务费的一部分而支付予甲方或甲方指定的适格主体。

2. 服务费的计算和支付

- 2.1 本协议双方同意，乙方应按本协议附件二所列方式确定和支付服务费。
- 2.2 甲方同意，在本协议期间，甲方将享有及承担任何乙方业务产生的全部经济利益及风险；为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方可以自主决定向乙方提供财务支持（仅在中国法律允许的范围内）。甲方可以在中国法律允许下以贷款方式向乙方提供财务支持，并应另行签署该等贷款

合同；在任何乙方经营亏损或出现严重经营困难时，甲方有权要求乙方停止营运，乙方应无条件接受甲方的要求。

- 2.3 若乙方未能依照本协议之规定支付服务费和其他费用，就拖欠的数额，乙方应向甲方另行支付按照每日拖欠金额万分之五计算的违约金。
- 2.4 甲方有权，在其自行承担费用的前提下，指派其雇员或中国或其他国家的注册会计师或审计机构（“**甲方授权代表**”）对乙方的账目进行核查以便审核服务费的计算方法和数额。为此，乙方应向甲方授权代表提供甲方授权代表所要求的文件、账目、记录、数据等，以便甲方授权代表审计乙方的账目并确定服务费的数额，并且同意甲方的股东为满足证券监管的要求而披露该等信息和资料。除非有非常重大错误，服务费的数额应以甲方授权代表所确定的数额为准。
- 2.5 除非双方另行协商一致，乙方根据本协议向甲方支付的服务费应不经任何扣减或抵销（如银行手续费等）。
- 2.6 本协议项下乙方应付的服务费、违约金、实际支出及赔偿金额由乙方全体股东以其持有的乙方全部股权向甲方提供质押担保。
- 2.7 此外，乙方在支付服务费的同时还应向甲方支付甲方为提供本协议项下的服务而发生的实际支出，包括但不限于聘请注册会计师或审计机构的费用、各项差旅费、交通费、印刷费和邮资等。
- 2.8 甲乙双方同意因履行本协议所引起的全部经济损失将由乙方承担。
- 2.9 双方同意，本协议项目下甲方向乙方提供的服务亦适用于乙方控制的子公司，乙方应促使并确保其控制的子公司根据本协议约定行使权利并履行义务。

3. 不作为义务

自本协议签署之日起，除非获得甲方或甲方指定的其他方的事先书面同意，乙方不得且应促使、确保其任何子公司均不得从事以下行为：

- 3.1 进行任何超出公司正常经营范围内业务（“**公司业务**”）的活动或非以与过去一致和通常的方式经营公司业务；
- 3.2 直接或间接经营除公司营业执照及/或经营许可证之许可范围的业务；
- 3.3 增加或减少公司的注册资本、以其他方式改变公司的注册资本结构、改变公司的经营范围或修改公司章程；

- 3.4 改变公司正常的业务程序或修改任何重大的公司内部规章制度;
- 3.5 对其业务经营模式、市场营销策略、经营方针或客户关系作出重大调整;
- 3.6 与任何第三方签订任何以控制公司为目的的协议安排;
- 3.7 与任何第三方进行的合并、兼并、收购、合资和其它有关公司业务的联营;
- 3.8 除日常业务经营所需之外, 进行任何资金支付;
- 3.9 除日常业务经营所需之外, 签订任何重大合同;
- 3.10 解散或清算公司;
- 3.11 采取或变更任何公司的业务计划或年度预算方案;
- 3.12 除日常业务经营所需外, 使公司承担任何债务;
- 3.13 就公司对任何第三方的到期债权进行延期;
- 3.14 除日常业务经营所需外, 继受或保证任何债务;
- 3.15 向任何第三方以其资产或知识产权对外提供担保或提供任何其他形式的对外担保, 或在公司资产或权益上设置任何其他权利负担;
- 3.16 出售、转让、抵押、许可或以其他方式处置任何资产(包括但不限于各类实物资产、知识产权及其他任何资产及与资产相关权利, 如商标权、著作权、专利权、技术秘密、非专利技术、商业秘密、商号权及其他)(除日常业务经营所需之外)、业务或收入的合法权益;
- 3.17 进行任何对外投资, 包括但不限于设立任何公司、合伙企业或其他主体;
- 3.18 以任何形式进行红利、股息的分配;
- 3.19 对公司的会计方法进行重大变更; 聘用或变更公司的审计师;
- 3.20 与乙方的控股股东和实际控制人的关联人士进行的任何交易。
本协议中“关联人士”包括(1) 该方担任管理人员、董事或作为合伙人或者直接或间接地拥有 10%或以上实际权益的任何种类的组织;(2) 该方拥有重大实际权益, 或该方作为受托人(或类似的受托职务)的任何信托或其他财产, 及(3) 该方的主要亲属, 该等主要亲属包括该方的配偶、父母、子女、祖父母、外祖父母、兄弟姐妹及其配偶、儿媳女婿, 以及该方配偶的父母、祖父

母、外祖父母、兄弟姐妹及其配偶；或

- 3.21 在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务实体。

4. 经营管理与人事安排

- 4.1 乙方同意接受甲方不时向其提供的有关公司员工聘任和解聘、公司日常经营管理以及公司财务管理制度等方面的建议，并予以严格执行。
- 4.2 在中国法律允许的前提下，乙方及/或其任何子公司将选举或委派甲方推荐的人选担任公司的董事/执行董事和高级管理人员（包括总经理、财务总监及其他高级管理人员）；除非取得甲方的事先书面同意或有法定理由，乙方及/或其任何子公司不得以其他任何原因拒绝选举甲方推荐的人选。
- 4.3 自本协议签署之日起，除非获得甲方或甲方指定的其他方的事先书面同意，乙方不得且应促使、确保其任何子公司均不得雇佣、罢免任何公司董事/执行董事或任何公司的高级管理人员或变更公司董事/执行董事或高级管理人员的委任/雇佣条件。

5. 陈述和保证

- 5.1 甲方在此陈述和保证如下：

- 5.1.1 甲方为按照中国法律合法注册并有效存续的一家有限责任公司；
- 5.1.2 甲方在其公司权力和经营范围之内履行本协议；且签署及履行本协议已经过必要的公司授权，无需取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；
- 5.1.3 本协议一经签署即应构成对甲方合法、有效、有约束力、执行力的法律文件。

- 5.2 乙方在此陈述和保证如下：

- 5.2.1 乙方是按照中国法律合法注册并有效存续的有限责任公司；
- 5.2.2 乙方在其公司权力和经营范围之内签署并履行本协议，且签署及履行本协议已经过必要的公司授权，无需取得第三方或政府部门的同意及批准，不违反对其具有约束力或有影响的法律或合同限制；
- 5.2.3 本协议一经签署即构成对乙方合法、有效、有约束力、执行力的法律

文件;

- 5.2.4 乙方已获得履行本协议所需的经营许可,乙方有足够的权利和资格从事目前进行的业务以及其他在中国境内进行的业务;
- 5.2.5 乙方应当及时通知甲方已经或可能对其业务运营造成重大不利影响任何情况,并应尽最大努力防止这种情况的发生和/或损失的扩大;
- 5.2.6 未经甲方书面同意,乙方不得以任何方式处置其重大资产或改变其目前的股权结构;
- 5.2.7 乙方不得对外签署任何与甲方及其指定方签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺;乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方应在甲方或其指定方同意的前提下尽可能及时采取措施消除。如乙方拒绝采取消除利益冲突的措施,甲方有权行使甲方、乙方及乙方股东签署的《独家购买权协议》项下的购买权。

6. 赔偿

- 6.1 除本协议另有规定外,如果一方未全部履行或暂停履行其在本协议的义务,而且在接到对方的通知起三十日内未纠正上述行为,或者其陈述与保证不真实的,则构成违约。
- 6.2 若本协议任一方违反本协议或其在本协议中所作出的任何陈述、保证,守约方可以书面形式通知违约方要求其在合理期间内或收到通知书十日内纠正违约行为,采取相应措施有效及时地避免损害结果的发生,并继续履行本协议。若发生损害,违约方应对守约方作出赔偿,以使得守约方获得合同履行时应得的所有权益。守约方行使前述救济权利并不影响其依据本协议的约定和法律规定行使其他救济权利。
- 6.3 如由于任何一方违反本协议,致使另一方承担任何费用、责任或蒙受任何损失(包括但不限于公司的利润损失),违约方应就上述任何费用、责任或损失(包括但不限于因违约而支付或损失的利息以及律师费)赔偿守约方。违约方向守约方支付的赔偿金总额应当与因该违约行为产生的损失相同,上述赔偿包括守约方因履约而应当获得的利益,但该赔偿不得超过本协议双方的合理预期。
- 6.4 若因乙方不按照甲方的指示,或因不当使用甲方的知识产权或不当技术操作而引致任何人为此提出索赔,乙方应承担全部责任。若乙方发现任何人未合法授权而使用甲方的知识产权,乙方应立即通知甲方并配合甲方所采取的

任何行动。

7. 全部协议和协议修改

- 7.1 本协议及其所提及或明示包含的所有协议和/或文件构成双方之间就本协议标的事宜所达成的全部协议，并取代先前双方有关本协议标的事宜的所有口头及书面的协议、合同、谅解及通讯。
- 7.2 对本协议的任何修改只有经双方签署书面协议后方为有效。经过双方适当签字的有关本协议的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。
- 7.3 在本协议签署之日后，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变；应适用以下约定：在中国法律许可的情况下（1）如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日有效的有关法律、法规、法令或规定更优惠（而另一方没有受到严重不利的影响），双方应及时申请获得该变更或新规定所带来的利益并尽其最大努力使该申请获得批准；或（2）如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，本协议应继续按照原有条款执行。双方应利用所有合法的途径取得对遵守该变更或规定的豁免。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，双方应及时磋商并对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

8. 管辖法律

本协议的签署、有效性、履行、修改、终止和解释，以及争议的解决在各个方面均受中国法律管辖，并依据中国法律作出解释。

9. 争议的解决

- 9.1 在本协议双方就本协议项下条款的解释和履行发生争议时，双方应善意通过协商解决该争议。协商不成，任何一方均可将有关争议提交上海国际经济贸易仲裁委员会按照其届时有有效的仲裁规则仲裁解决。仲裁地点为上海，仲裁使用之语言为中文。仲裁裁决应是终局性的，对双方均有拘束力。
- 9.2 仲裁进行期间，除提交仲裁的争议事项或义务外，双方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予甲方适当的法律救济，包括限制乙方的业务经营，就乙方的股权或资产实施限制、禁止或责令进行转让或处置，对乙方进行清算等。

9.3 在等待组成仲裁庭期间及在适当情况下，协议双方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括甲方关联的拟/已上市公司注册成立地的法院、乙方注册成立地的法院、或乙方或甲方主要资产所在地的法院）应当为上述目的被视为具有管辖权。

9.4 除双方发生争议的事项外，双方仍应当本着善意的原则按照本协议的规定继续履行各自义务。

10. 通知

本协议双方为履行本协议项下的权利、义务所发出的通知，都应以书面做成，并以专人递送、挂号邮寄、邮资预付邮寄、双方认可的速递服务、或图文传真的形式发送到有关一方或双方下列的地址：

甲方：空山网络科技（上海）有限公司

收件人：许式伟

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

乙方：北京空山信息技术有限公司

收件人：许式伟

地址：中国（上海）自由贸易试验区博霞路 66 号 1-5 层

11. 保密条款

11.1 双方同意，一方因履行本协议而从他方取得、了解或接触到的任何资料和信息均为保密信息，对提供方均具有重要经济及商业价值（“**保密信息**”），但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，双方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、《香港联合交易所有限公司证券上市规则》（“**香港上市规则**”）、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向任何第三方泄露、给予或转让保密信息。

11.2 本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

11.3 双方同意，不论本协议是否变更、解除或终止，本协议第 11 条将持续有效。

12. 不可抗力

12.1 本协议的履行因任何“**不可抗力事件**”而被延迟或受到阻碍时，仅就这部分被延迟或被阻碍的履行，受到不可抗力影响的一方不需对此承担在本协议项下的任何责任。“不可抗力事件”是指超出了一方所能合理控制的范围，在受影响的一方加以合理的注意之下仍不可避免的任何事件，其中包括但不限于，政府行为、自然力、疫情、火灾、爆炸、地理变化、风暴、洪水泛滥、地震、潮汐、闪电或战争。但是，资信、资金或融资不足不得被视为是超出了一方所能合理控制的事项。受“不可抗力事件”影响寻求免除本协议项下的或本协议任何条款项下履行责任的一方应尽快将此项免除责任一事通知另一方并告之其完成履行所要采取的步骤。

12.2 受到不可抗力影响的一方不需为此承担在本协议项下的任何责任，但是只有在受影响的一方尽可行之努力而履行协议的条件下，寻求免除责任的一方才可获得对此项责任履行的免除，并且仅以被延迟或受阻碍的那部分履行为限。一旦此类免除责任的原因得到纠正或补救，双方同意以最大努力恢复本协议项下的履行。

13. 协议生效、期限及其他

13.1 本协议涉及甲方的书面同意、建议、指定以及其他对乙方日常经营产生重要影响的决定应当由甲方之董事会或不设董事会的情况下的执行董事作出。

13.2 本协议由双方于文首标明的日期签署并生效。除非甲方提前解除本协议，否则本协议永久有效。本协议期满前，若甲方提出要求，则双方应根据甲方的要求变更本协议的期限，并依甲方要求另行签署《独家业务合作协议》或继续履行本协议。

13.3 在本协议有效期内，乙方不得提前终止本协议。本协议根据下述规定或情况终止：

（1）若乙方在本协议有效期内破产、清算、终止或依法解散，本协议在其破产、清算、终止或依法解散有效之日终止；

（2）乙方股东持有的乙方全部股权及/或乙方全部资产已根据乙方股东、乙方与甲方签署的《独家购买权协议》之约定依法转让给甲方和/或甲方指定的一人或多人后终止；

（3）一旦中国法律允许甲方可以直接持有乙方的股权并且甲方及其子公司、分公司可以合法从事乙方的业务，在甲方或其全资子公司按约定正式登记为

乙方唯一股东之日，本协议终止。

尽管有上述规定，甲方有权在任何时候通过提前三十天向乙方发出书面通知的方式终止本协议。

- 13.4 双方在此确认本协议为双方在平等互利的基础之上达成的公平合理的约定。如果本协议的任何条款和规定因适用的法律、法规或规章、香港上市规则而被视为非法或不能执行，那么该条款应被视为已从本协议中删除，并且失效，但本协议其他条款仍然有效，并且应被视为从一开始就没有包含该条款。双方应相互协商，以双方都能接受的、合法和有效的条款来取代被视为已删除的条款。
- 13.5 任一方未能行使本协议项下的任何权利、权力或特权，不得作为其弃权处理。对任何权利、权力或特权的单项行使或部分行使也不得排除对任何其他权利、权力或特权的行使。
- 13.6 双方在此同意并确认，除非得到甲方事先书面同意，乙方不得将其在本协议项下所享有的权利和承担的义务转让给除本协议项下双方之外的任何第三方。乙方在此同意并确认，甲方可在其需要时向其他第三方转让本协议项下的权利和义务；并且，在该等转让发生时，甲方仅需向乙方发出书面通知即可，无需征得乙方的同意。
- 13.7 本协议应对双方权利义务合法承继人有法律效力。
- 13.8 本协议以中文签署，一式肆份，甲方、乙方各执贰份。
(以下无正文)

(此页无正文，为《独家业务合作协议》签署页)

乙方：北京空山信息技术有限公司 (盖章)

法定代表人或授权代表 (签字)：



A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be the name of the legal representative or authorized representative of the company.

(此页无正文，为《独家业务合作协议》签署页)

甲方：空山网络科技（上海）有限公司（盖章）

法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be '王强' (Wang Qiang), written over a horizontal line.

附件一：

咨询和服务内容列表

1. 进行市场调研，并向乙方提供市场营销方面的咨询服务。
2. 提供广告经纪及代理服务。
3. 提供内容搜索、寻找及加工服务。
4. 提供制定中短期市场发展，市场计划服务。
5. 提供管理方面的咨询服务和支持，协助乙方引进先进的管理理念和管理模式。
6. 提供网站建设、网站维护和网络整体的安全服务。
7. 提供业务相关软件、硬件的开发与研究服务。
8. 提供技术开发、技术咨询、技术转让、技术推广服务。
9. 提供知识产权授权许可服务，乙方可通过这些知识产权开展经营活动。
10. 提供其他各项技术服务。
11. 提供公共关系服务。
12. 提供代理销售服务。
13. 在乙方的劳动用工方面提供咨询服务和支持，包括但不限于组织实施对行政人员、管理人员等人员进行培训和考核，协助建立健全的人力资源管理制度和实现人力资源的良好配置。
14. 根据乙方业务的需要，提供相关的行政管理、内部审批监控及资产管理的管理咨询服务。
15. 在中国法律允许的情况下，提供应乙方要求而不时提供的其它服务。

附件二：

服务费的计算和支付办法

- 一、 本协议项下的服务费的计算方式为：在符合中国法律规定的前提下，弥补以前年度亏损（如需要）、在扣除业务经营所需的必要成本、开支及税金等之后，乙方将相当于在不计算本协议项下技术咨询和服务费的情况下的综合税前利润（即乙方及其所有子公司的合并税前利润）的全部金额作为甲方向乙方提供本协议所约定技术咨询和服务的费用支付给甲方，但甲方有权根据其向乙方提供技术咨询和服务的具体情况、乙方的经营状况和乙方发展需求情况调整该等费用的数额。上述费用应当按季度计算和缴纳。
- 二、 甲方按季度汇总服务费，并在任何一个季度开始之日起的三十日内，向乙方发出上一季度的服务费账单，通知乙方。乙方在接到该等通知后十个工作日内将该等服务费付至甲方指定的银行账户。乙方应在款项汇出后将汇出凭证复印件在十个工作日内传真或邮寄至甲方。
- 三、 如果甲方认为由于某种原因致使本附件中约定的服务价格确定机制不能适用而需作调整，乙方应在甲方提出调整收费的书面要求之日后十个工作日内积极并诚信地与甲方进行协商，以确定新的收费标准或机制。甲方在其认为确有必要时亦可以同意乙方延迟向其支付费用。

独家购买权协议

本独家购买权协议（“**本协议**”）由以下各方于2023年5月11日在中国上海市签署：

甲方：空山网络科技（上海）有限公司

住所：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

法定代表人：许式伟

乙方 1：许式伟

身份证号码：332625197710306638

乙方 2：吕桂华

身份证号码：33262519800814141X

丙方：北京空山信息技术有限公司

住所：北京市朝阳区广渠路 28 号院 401 号楼(劲松孵化器 2181 号)

法定代表人：许式伟

乙方 1 与乙方 2 合称“**乙方**”，甲方、乙方和丙方以下各称“**一方**”，合称“**各方**”。

鉴于：

1. 乙方合计持有丙方 100%的股权权益（“**丙方股权**”），其中乙方 1 拥有丙方 73.5%股权，乙方 2 拥有丙方 26.5%股权；
2. 乙方有意授予甲方一项购买其所持有丙方的全部或部分股权的不可撤销的、专有的选择权；甲方有意接受该等转让；
3. 丙方有意授予甲方一项购买其所持有的全部或部分资产的不可撤销的、专有的选择权；甲方有意接受该等转让；并且

4. 甲方、乙方与丙方于本协议签署同日单独或共同签署了《独家业务合作协议》等一系列协议。

现各方协商一致，达成如下协议：

第一条 独家购买权

1.1 授予权利

乙方在此不可撤销地且无任何附加条件地授予甲方在中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的购买价格，随时一次或多次从乙方购买或指定一人或多人（以下简称“**被指定人**”，被指定人应为（1）甲方直接或间接股东以及该等股东的直接或间接子公司；（2）甲方、甲方直接或间接股东及其直接或间接子公司的董事中的中国公民）从乙方购买其所持有的丙方的全部或部分股权（无论乙方出资额或持股比例将来是否发生变化，以下简称“**被购买股权**”）的一项不可撤销的独家专有权（以下简称“**股权购买权**”）。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与丙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权并按本协议的约定提供相关配合。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

丙方在此不可撤销地且无任何附加条件地授予甲方在中国法律允许的前提下，在本协议的有效期内，按照本协议第 1.3 条所述的购买价格与甲方自行决定的步骤，随时一次或多次向丙方购买或由被指定人向丙方购买全部或部分资产（该等资产为乙方届时所持丙方股权比例对应的丙方资产，以下简称“**被购买资产**”）（包括但不限于公司目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名等）的不可撤销的独家专有权（“**资产购买权**”，与“**股权购买权**”合称为“**购买权**”）。

购买权为甲方所享有的独家权利，除甲方事先书面同意的情形外，乙方不得向任何其他人全部或部分出售、要约出售、转让、赠与、质押或以任何其它方式处置被购买股权，亦不得授权其他人购买全部或部分被购买股权；丙方亦不得向任何其他人全部或部分出售、要约出售、转让、赠与、质押或以任何其它方式处置被购买资产，亦不得授权其他人购买全部或部分被购买资产。

1.2 行使步骤

甲方行使其股权购买权以符合中国法律和法规的规定为前提, 甲方行使股权购买权时, 应向乙方发出书面通知 (以下简称“**股权购买通知**”), 股权购买通知应载明以下事项: (1) 甲方关于行使股权购买权的决定; (2) 甲方和/或被指定人拟从乙方购买的股权份额 (以下简称“**被购买的股权**”); (3) 被购买的股权购买日/股权转让日。乙方在收到股权购买通知后, 应依据股权购买通知按本协议第 1.5 条所述方式将被购买的股权转让给甲方和/或被指定人。

甲方行使其资产购买权以符合中国法律和法规的规定为前提, 甲方行使资产购买权时, 应向丙方发出书面通知 (以下简称“**资产购买通知**”), 资产购买通知应载明以下事项: (1) 甲方关于行使资产购买权的决定; (2) 甲方和/或被指定人拟从丙方购买的资产 (以下简称“**被购买的资产**”); (3) 被购买的资产购买日/资产转让日。丙方在收到资产购买通知后, 应依据资产购买通知按本协议第 1.6 条所述方式将被购买的资产转让给甲方和/或被指定人。

1.3 购买价格

就被购买的股权而言, 购买价格应为中国法律所允许的最低买价。如果在甲方行权时中国法律要求评估股权, 各方通过诚信原则另行商定, 并在评估基础上对该股权买价进行必要调整, 以符合当时适用之任何中国法律之要求。

就被购买的资产而言, 购买价格应为中国法律允许的最低价格。如果在甲方行权时中国法律要求评估资产, 各方通过诚信原则另行商定, 并在评估基础上对该资产买价进行必要调整, 以符合当时适用之任何中国法律之要求。

- 1.4 乙、丙双方分别向甲方保证, 一旦中国法律允许甲方可以直接持有丙方的股权并且丙方可以合法继续从事其业务, 甲方有权立即行使本协议项下的全部独家购买权。

1.5 转让被购买的股权

甲方每次行使股权购买权时:

- 1.5.1 乙方应根据甲方的要求, 及时作出同意向甲方和 (或) 被指定人转让股权的股东决定和/或出具同意放弃依据中国法律规定及相关股东之间约定而

享有的任何优先购买权的书面声明；

1.5.2 乙方应与甲方（或，在适用的情况下，为被指定人）按照本协议及股权购买通知的规定，签署股权转让协议；

1.5.3 有关方应签署所有其他所需的协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买的股权的有效所有权转移给甲方和（或）被指定人并使甲方和（或）被指定人成为被购买的股权的登记在册所有人。为本款的目的，“担保权益”包括抵押、质押或其他形式的第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、留置权或其他担保安排等；但为了明确起见，不包括在本协议以及股权质押协议项下产生的任何担保权益。本款及本协议所规定的“股权质押协议”包括甲方、乙方与丙方于本协议签署同日签署的《股权质押协议》（“**股权质押协议**”）。

1.5.4 乙方和丙方应采取一切必要的行动，使被购买股权的转让无论在实质上还是在程序上都不受干扰。除本协议中明确规定的条件外，乙方和丙方均不应对被购买股权的转让设置任何障碍或限制性条件。

1.6 转让被购买的资产

甲方每次行使资产购买权时：

1.6.1 丙方应根据甲方的要求，及时作出同意向甲方和（或）被指定人转让资产的股东会决议；乙方应根据甲方的要求，在丙方的相应内部决议程序中投票同意丙方向甲方和（或）被指定人转让资产；

1.6.2 丙方应与甲方（或，在适用的情况下，为被指定人）按照本协议及资产购买通知的规定，签署资产转让协议；

1.6.3 有关方应签署所有其他所需的协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买的资产的有效所有权转移给甲方和（或）被指定人并使甲方和（或）被指定人成为被购买的资产的所有人（如需）。为本款的目的，“担保权益”包括抵押、质押或其他形式的第三方权利或权益，任何购买权、收购权、抵销权、留置权或其他担保安排等；但为了明确起见，不包括在本协议以及股

权质押协议项下产生的任何担保权益；

- 1.6.4 乙方和丙方应采取一切必要的行动，使被购买资产的转让无论在实质上还是在程序上都不受干扰。除本协议中明确规定的条件外，乙方和丙方均不应应对被购买资产的转让设置任何障碍或限制性条件。

1.7 购买价款的支付

甲方应根据第 1.3 条约定的购买价格按各方约定的方式向乙方支付股权购买价款和/或资产购买价款。但无论如何，乙方和/或丙方在此分别及共同不可撤销的承诺在符合当时中国法律法规的规定和政策要求的前提下，甲方因此而支付给乙方和/或丙方的任何价款均应由乙方和/或丙方返还甲方和/或被指定人。如届时中国法律不允许该等返还，则乙方及丙方承诺将以托管的形式为甲方和/或被指定人托管该等款项，并配合甲方和/或被指定人签署托管协议或其他相关法律文件。在依据中国法律对购买价进行必要的税务代扣代缴以后，购买价由甲方在被购买的股权和/或被购买的资产正式转让至甲方和/或被指定人名下之日起七（7）个工作日内支付至乙方和/或丙方指定的账户。

第二条 有关股权的承诺

2.1 乙方（作为丙方的股东）和丙方分别承诺如下：

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；
- 2.1.2 按照良好的商业标准及惯例，保持其公司的有效存续，审慎地及有效地经营其业务和处理公司事务；
- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方及其子公司的任何资产、业务或收入的合法或受益权益（除日常业务经营所需之外），或允许在其上设置任何其他担保权益；
- 2.1.4 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算；在发生清算后，乙方不可撤销地承诺在符合届时中国法律的规定和要求的前提下，乙方将向甲方或甲方指定的一方全额支付其所收取的任何剩余残值，

或促使发生该等支付行为，并且甲方或被指定人应以无偿或以当时中国法律允许的最低价格获取该等剩余残值。如中国法律禁止该等支付，则乙方承诺将以托管的形式为甲方托管该等款项，并配合甲方签署托管协议或其他相关法律文件；

- 2.1.5 未经甲方的事先书面同意，不发生、不承继、不保证或不容许存在任何债务，但（1）正常或日常业务过程中产生而不是通过借款方式产生的合法债务，和（2）已向甲方披露和得到甲方书面同意的债务除外；
- 2.1.6 一直在正常业务过程中经营所有业务，以保持丙方及其子公司的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；
- 2.1.7 未经甲方的事先书面同意，丙方及其子公司不得签署任何重大协议（包括但不限于贷款、对外担保、财产处分等会给公司带来负债或实质不利影响的协议），但在正常业务过程中签署的协议除外（就本段而言，如果一份协议的价值超过人民币 100 万元，即被视为重大协议）；
- 2.1.8 未经甲方的事先书面同意，丙方及其子公司不向任何人提供贷款、担保或信贷；
- 2.1.9 应甲方要求，向其提供所有关于丙方及其子公司的营运和财务状况的资料；
- 2.1.10 在可能实现的情况下，丙方应从甲方认可的保险公司处购买和一直持有保险，维持的保险金额和险种应与在同一地区经营类似业务和拥有类似财产或资产的公司通常投保的金额和险种一致；
- 2.1.11 未经甲方的事先书面同意，丙方及其子公司不得与任何人合并或联合，或收购任何人或向任何人投资；
- 2.1.12 立即通知甲方发生或可能发生与丙方或其子公司资产、业务和收入有关的诉讼、仲裁或行政程序，并根据甲方的合理要求采取一切必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；
- 2.1.13 为保持丙方及/或其子公司对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；

2.1.14 未经甲方事先书面同意，不得以任何形式派发股息、红利或分配任何资产给各股东，如乙方取得任何上述利益，应在三个工作日内通知甲方并立即将有关利益无偿转让给甲方；及

2.1.15 根据甲方的要求，委任由甲方指定的任何人士出任丙方的董事和/或执行董事、总经理、财务总监及其他高级管理人员。

2.2 乙方承诺如下：

2.2.1 乙方将在签署本协议的同时与甲方签署股权质押协议，将其持有的丙方全部股权以第一顺位优先质押的方式质押给甲方并完成股权质押登记手续；

2.2.2 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置任何丙方股权的合法或受益权益，或允许在其上设置任何其他担保权益，但根据本协议产生的担保权益及根据股权质押协议在乙方的股权上设置的质押则除外；若甲方事先书面同意的，乙方如出售、转让或以其他方式处置其拥有的丙方的股权的任何合法或受益权益，其取得的对价收益应当全部转付予甲方（除根据借款协议首先用于偿还该笔借款外）；

2.2.3 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权益，或允许在其上设置任何其他担保权益，但批准根据本协议产生的担保权益以及股权质押协议在丙方股权上设置的质押则除外；

2.2.4 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事不批准丙方在未经甲方的事先书面同意的情况下，与任何人合并或联合，或收购任何人或向任何人投资；

2.2.5 立即通知甲方已经发生或可能发生任何关于其所拥有的丙方股权的诉讼、仲裁或行政程序，并根据甲方的合理要求采取一切必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；

2.2.6 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事表决成本协议规定的被购买的股权的转让并且应甲方之要求采取其他任何行

动；

- 2.2.7 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；
- 2.2.8 经甲方随时要求，应向甲方或其指定的人在任何时间无条件地并立即转让其股权和/或资产；
- 2.2.9 同意签署一份令甲方满意的不可撤销的授权委托书，将其作为丙方股东的全部权利授权给甲方及/或被指定人代为行使；
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签署的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下或本协议各方签署的股权质押协议项下或对甲方的授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利；
- 2.2.11 根据甲方的要求，委任由甲方指定的任何人士出任丙方的董事和/或执行董事，并促使委任甲方指定的任何人士出任总经理、财务总监及其他高级管理人员；
- 2.2.12 如乙方从丙方取得任何利润、股息、分红、清算所得和/或分配任何资产，应在三个工作日内通知甲方并立即将有关利益无偿转让给甲方或甲方指定的任何人。

第三条 陈述和保证

- 3.1 乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及个别陈述和保证如下：
 - 3.1.1 其具有签署和交付本协议和其为一方的、根据本协议为每一次转让被购买的股权或被购买资产而签署的任何股权转让协议和/或资产购买协议（以下合称“**转让协议**”），以及履行其在本协议和任何转让协议项下的义务的权利和能力。本协议和其为一方的各转让协议一旦签署后，将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行；

- 3.1.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；
- 3.1.3 无论是本协议或任何转让协议的签署和交付还是其在本协议或任何转让协议项下的义务的履行均不会：（1）导致违反任何有关的中国法律及香港法律、法规或规章（包括但不限于《香港联合交易所有限公司证券上市规则》（“**香港上市规则**”）；（2）与其章程或其他组织文件相抵触；（3）导致违反其为一方或对其有约束力的任何协议或文据，或构成其为一方或对其有约束力的任何协议或文据项下的违约；（4）导致违反有关向其颁发的任何许可或批准的授予和（或）继续有效的任何条件；或（5）导致向其颁发的任何许可或批准中止或被撤销或附加条件；
- 3.1.4 乙方对其在丙方拥有的股权或所有资产拥有良好的和可出售的所有权。乙方在上述资产或股权上没有设置任何担保权益，但根据本协议所产生的担保权益以及根据股权质押协议在丙方股权上设置的质押则除外；
- 3.1.5 丙方对其所有资产拥有良好和可出售的所有权。丙方在上述资产上没有设置任何担保权益；
- 3.1.6 丙方没有任何未偿还债务，但（1）在其正常的业务过程中发生的合法债务，及（2）已向甲方披露及经甲方书面同意的债务除外；
- 3.1.7 丙方遵守适用于购买权的所有法律和法规；
- 3.1.8 目前没有正在进行或悬而未决或可能发生的与丙方股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。
- 3.2 乙方向甲方保证，其已经做出一切妥善安排并签署一切需要的文件，保证在其破产、死亡、丧失行为能力、结婚、离婚或发生其他可能影响其行使股东权利的情形时，其继承人、债权人等可能因此取得股权或相关权利的人，不能影响或阻碍本协议的履行；因此取得股权或相关权利的主体将被视为本协议的签署一方，继承/承担其在本协议下的所有权利与义务。
- 3.3 如果丙方或其子公司应中国法律要求解散或清算，甲方在中国法律许可的范围内有权委任清算人管理丙方或其附属公司所有资产，丙方或其子公司应在中国法律许可的范围内，按中国法律允许的最低价格将其所持有的全部或部分资产（该等

资产为乙方所持丙方股权比例对应的丙方资产）出售予甲方或甲方指定的其他适格主体。丙方或其子公司在届时有效的中国法适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务；任何该交易产生之收益应在届时有效的中国法适用的范围内，作为《独家业务合作协议》下之服务费之一部分而支付予甲方或甲方指定的适格主体。

- 3.4 乙方不得对外签署任何与丙方或甲方及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突（甲方有权单方决定该等利益冲突是否产生），则乙方应在甲方或其被指定人同意的前提下尽可能及时采取措施消除。如乙方拒绝采取消除利益冲突的措施，甲方有权行使本协议项下的购买权。
- 3.5 非经甲方书面同意，乙方不得以任何方式直接或间接参与、从事与丙方及其控制的子公司业务存在或可能存在竞争的业务，或受聘于经营与丙方及其控制的子公司业务存在或可能存在竞争业务的相关实体或持有该等实体的权益、资产，甲方有权最终决定乙方是否存在或可能存上述情形。
- 3.6 各方分别向另一方保证，一旦中国法律允许且质权人决定按照本协议购买所有乙方所持有的丙方全部股权，各方将立即解除本协议。

第四条 生效日

本协议于各方签署本协议之日生效（以下简称“**生效日**”），有效期至乙方持有任何丙方股权及/或乙方所持丙方股权对应的丙方的全部资产均根据本协议的约定依法转让至甲方及/或被指定人名下后终止。尽管有上述规定，甲方始终有权在任何时候提前三十（30）天向乙方、丙方发出书面通知解除本协议，且甲方无需就单方解除本协议的行为承担任何违约责任。

第五条 适用法律与争议的解决

5.1 适用法律

本协议的签署、有效性、履行、修改、终止和解释，以及争议的解决在各个方面均受中国法律管辖，并根据中国法律作出解释。

5.2 争议的解决

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后三十（30）天之内争议仍然得不到解决，则任何一方均可将有关争议提交给上海国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁地点为上海，仲裁使用之语言为中文。仲裁裁决是终局性的，对各方均有约束力。

仲裁进行期间，除提交仲裁的争议事项或义务外，双方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予甲方适当的法律救济，包括限制丙方的业务经营，就丙方的股权或资产实施限制、禁止或责令进行转让或处置，对丙方进行清算等。

在等待组成仲裁庭期间及在适当情况下，协议双方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括甲方关联的拟/已上市公司注册成立地的法院、丙方注册成立地的法院、或丙方或甲方主要资产所在地的法院）应当为上述目的被视为具有管辖权。

第六条 税款、费用

每一方应各自承担根据中国法律因准备和签署本协议和各转让协议以及完成本协议和因转让协议拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册税、花费和费用。

第七条 通知

本协议要求任何一方或公司发出的通知或其他通讯，应用中文书写，并用专人递送或用信函或传真发至其他方在下列的地址或其他方不时通知该方的其他指定地址。通知被视为实际送达的日期，应按如下确定：（1）专人递送的通知，专人递送当日即视为已实际送达；（2）用信函发出的通知、则在邮资付讫的航空挂号信寄出日（在邮戳上标明）后的第十（10）天，即视为已实际送达，或在送交国际承认的专递服务机构后的第四（4）天，即视为已实际送达；以及（3）用传真发

送的通知，在有关文件的传送确认单上所显示的接收时间视为已实际送达。

甲方：空山网络科技（上海）有限公司

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

收件人：许式伟

乙方 1：许式伟

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

乙方 2：吕桂华

地址：上海市青浦区盈港东路 2655 弄 76 号

丙方：北京空山信息技术有限公司

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

收件人：许式伟

第八条 保密责任

各方同意，一方因履行本协议而从他方取得、了解或接触到的任何资料和信息均为保密信息，对提供方均具有重要经济及商业价值（“**保密信息**”），但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，双方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、香港上市规则、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向本协议当事人之外的任何第三方泄露、给予或转让保密信息。

本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

第九条 进一步保证

各方同意迅速签署为执行本协议的各项规定和实现本协议目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和实现本协议的目的而采取合理需要的或对其有利的进一步行动。

第十条 其他

10.1 修改与补充

对本协议作出修订、修改与补充，必须经各方签署书面协议。

10.2 法律和法规的遵守

各方应遵守并确保各方的经营完全遵守中国正式公布并可公开得到的所有法律和法规。

10.3 完整协议

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议及其附件构成本协议各方就本协议标的物所达成的完整协议，取代在此之前就本协议标的物所达成的所有口头或书面的协商、陈述和协议。

10.4 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

10.5 语言

本协议以中文书就，一式肆份，各方各持壹份，每份具有相同的法律效力。

10.6 可分割性

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相同或相似。

10.7 继任者

本协议对各方的继任者和各方所允许的受让方应具有约束力并对其有效。

10.8 继续有效

10.8.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

10.8.2 本协议第 5、7、8 条和 10.8 条的规定在本协议终止后继续有效。

10.9 弃权

任何一方可以对本协议的条款和条件作出弃权，但必需经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

10.10 权利转让

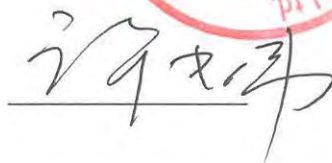
未经甲方事先书面同意，丙方及/或乙方不得向任何第三方转让其在本协议下的任何权利及/或义务。

(以下无正文)

(本页无正文，为《独家购买权协议》签署页)

甲方：空山网络科技（上海）有限公司（盖章）

法定代表人或授权代表（签字）：





(本页无正文，为《独家购买权协议》签署页)

乙方 1: 许式伟

(签字) : 许式伟

乙方 2: 吕桂华

(签字) : 吕桂华

(本页无正文，为《独家购买权协议》签署页)

丙方：北京空山信息技术有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be "张书伟".

授权委托书

本人许式伟，为北京空山信息技术有限公司（“**目标公司**”）的股东，持有目标公司 73.5%的股权，中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）公民，身份证号码为 332625197710306638，就本人目前及未来所持目标公司所有股权（“**本人股权**”），特此无条件且不可撤销地授权空山网络科技（上海）有限公司（“**WFOE**”）或 WFOE 指定的其他人士及其职责承继人（包括承继其职责的清算人）（“**被授权人**”，被授权人应为中国公民或法人，为免疑义，前述中国公民或法人不包括本人且不应属于《香港联合交易所有限公司证券上市规则》所定义的“联系人”）在本授权委托书的有效期限内行使如下权利：

授权被授权人作为本人唯一的排他的代理人就有关本人股权的事宜以本人的名义全权代表本人行使包括但不限于如下的权利：（1）参加目标公司的股东会，并代表本人签署有关股东会记录、股东会决议或其他股东会相关法律文件；（2）行使按照法律和目标公司的章程规定本人所享有的全部股东权利，包括但不限于股东表决权、出售或转让或质押或处置本人股权的全部或任何一部分的权利、决定目标公司的增资、减资、合并、分立、股权转让等事项、决定目标公司的经营方针和投资计划、决定目标公司的财务预算决算及分配方案、决定处置目标公司的任何资产、批准目标公司年度预算或宣布分红、决定解散和清算目标公司、指定和委派目标公司的清算组成员、批准目标公司清算方案和清算报告等；（3）作为本人的授权代表指定和选举目标公司的法定代表人、董事长、董事（或执行董事）、监事、总经理以及其他高级管理人员；（4）签署文件、会议记录及在相关公司注册登记的市场监督管理部门存档文件、留存签署文件（包括但不限于会议记录和决议），以及以本人的名义代表本人签署、行使与目标公司股权有关的股东权利的文件及在相关市场监督管理部门存档文件；（5）代表目标公司的登记股东就目标公司在其破产时行使表决权；及（6）其他适用的中国法律及目标公司章程（及章程修正案）规定的任何股东权利等。

除本授权委托书另有约定外，被授权人有权划拨、使用或以其他方式处置由本人股权产生的现金股息红利及其他非现金收益。

除本授权委托书另有约定外，被授权人就本人股权的一切行为均可依照被授权人自身的判断做出而无需本人的任何口头或书面的指示。

被授权人将有权在授权范围内代表本人签署《独家购买权协议》（本人应要求作为协议方）中约定的转让合同，如期履行本人作为合同一方的与本授权委托书同日常

署的《股权质押协议》和《独家购买权协议》，该权利的行使将不对本授权形成任何限制。

被授权人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

被授权人有转委托权，经提前五（5）日以书面形式通知本人，被授权人有权就上述事项的办理以及本人股权的行使自行再委托其他个人或单位而不必获得本人的同意。

在本人为目标公司的股东期间，本授权委托书不可撤销并持续有效，自本授权委托书签署之日起算。一旦 WFOE 书面通知本人全部或部分终止本授权委托书，本人将立即收回在此向 WFOE 及相关主体做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对 WFOE 提名的其他人士作出与本授权委托书内容相同的授权和委托。本授权委托书在下列情况下自动终止：（a）一旦中国法律允许 WFOE 可以直接持有目标公司的股权并且 WFOE 及其子公司、分公司可以合法从事目标公司的业务，在 WFOE 或其全资子公司按约定正式登记为目标公司唯一股东之日；或（b）WFOE 或被指定人按照《独家购买权协议》的规定购买目标公司所有股权及资产，并且利用目标公司资产合法地从事目标公司的业务。

本授权委托书有效期内，本人特此放弃已经通过本授权委托书授权给被授权人的与本人股权有关的所有权利，不再自行行使该等权利，亦不会授权除被授权人外任何第三方本授权委托书项下的权利或其他类似权利。

就本授权委托书项下授权事宜，本人特此承诺并保证：

（1）本人在本授权委托书项下的授权并不会引致本人与 WFOE 及 / 或被授权人实际或潜在的利益冲突。如本人和目标公司与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，本人将会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人身兼 WFOE 或 WFOE 之境外母公司的董事（或执行董事）、高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 的指示授权除本人外的其他（非同时为目标公司股东）董事（或执行董事）、高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与目标公司或 WFOE 及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单

方决定该等利益冲突是否产生)，则本人应在 WFOE 或其被指定人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使《独家购买权协议》项下的购买权。

(2) 在目标公司破产、清算、解散或终止的情况下，本人在目标公司破产、清算、解散或终止后获得的所有资产包括目标公司股权将以无偿或以当时中国法律允许的最低价格转让予 WFOE（如中国法律禁止该等支付，则本人承诺将以托管的形式为 WFOE 托管该等款项，并配合 WFOE 签署托管协议或其他相关法律文件），或者由届时的清算人基于保护 WFOE 直接或间接股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。

(3) 在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使其持有的目标公司股权的情况下，本人将确保本人的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）或当时目标公司股权的股东或受让人出具与本授权委托书一样的授权委托书，承继 / 承担本人在本授权书下的所有权利与义务。

(4) 经提前五 (5) 日以书面形式通知本人，WFOE 有权自行决定向任何其他人士或实体转授权或转让其与上述事项有关的权利而不必获得本人的同意。

本人确认本人配偶（如适用）知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股份是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股份，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的目标公司股份为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

如监管机构要求本人就本授权委托书及本人于 2023 年 5 月 11 日签署的一系列控制性协议的内容作出修改，本人将无条件及适时地全面配合。

如本授权委托书的部分内容因法律的强制性规定无效或不可执行，其他授权内容将继续有效。

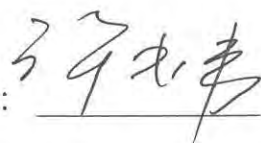
凡因执行本授权委托书所发生的或与本授权委托书有关的一切争议，本人及被授权人有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有有效的仲裁程序和

规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。在等待组成仲裁庭期间及在适当情况下，本人及/或授权人均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就对对方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，本人及/或被授权人均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括 WFOE 关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或 WFOE 或目标公司主要资产所在地的法院）应当为上述目的被视为具有管辖权。仲裁期间，除本公司及被授权人有争议且在仲裁的部分外，本授权委托书应持续有效。

本授权委托书自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《授权委托书》的签字页)

签字: 

2023年5月11日

授权委托书

本人吕桂华，为北京空山信息技术有限公司（“**目标公司**”）的股东，持有目标公司 26.5%的股权，中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）公民，身份证号码为 33262519800814141X，就本人目前及未来所持目标公司所有股权（“**本人股权**”），特此无条件且不可撤销地授权空山网络科技（上海）有限公司（“**WFOE**”）或 WFOE 指定的其他人士及其职责承继人（包括承继其职责的清算人）（“**被授权人**”，被授权人应为中国公民或法人，为免疑义，前述中国公民或法人不包括本人且不应属于《香港联合交易所有限公司证券上市规则》所定义的“联系人”）在本授权委托书的有效期限内行使如下权利：

授权被授权人作为本人唯一的排他的代理人就有关本人股权的事宜以本人的名义全权代表本人行使包括但不限于如下的权利：（1）参加目标公司的股东会，并代表本人签署有关股东会记录、股东会决议或其他股东会相关法律文件；（2）行使按照法律和目标公司的章程规定本人所享有的全部股东权利，包括但不限于股东表决权、出售或转让或质押或处置本人股权的全部或任何一部分的权利、决定目标公司的增资、减资、合并、分立、股权转让等事项、决定目标公司的经营方针和投资计划、决定目标公司的财务预算决算及分配方案、决定处置目标公司的任何资产、批准目标公司年度预算或宣布分红、决定解散和清算目标公司、指定和委派目标公司的清算组成员、批准目标公司清算方案和清算报告等；（3）作为本人的授权代表指定和选举目标公司的法定代表人、董事长、董事（或执行董事）、监事、总经理以及其他高级管理人员；（4）签署文件、会议记录及在相关公司注册登记的市场监督管理部门存档文件、留存签署文件（包括但不限于会议记录和决议），以及以本人的名义代表本人签署、行使与目标公司股权有关的股东权利的文件及在相关市场监督管理部门存档文件；（5）代表目标公司的登记股东就目标公司在其破产时行使表决权；及（6）其他适用的中国法律及目标公司章程（及章程修正案）规定的任何股东权利等。

除本授权委托书另有约定外，被授权人有权划拨、使用或以其他方式处置由本人股权产生的现金股息红利及其他非现金收益。

除本授权委托书另有约定外，被授权人就本人股权的一切行为均可依照被授权人自身的判断做出而无需本人的任何口头或书面的指示。

被授权人将有权在授权范围内代表本人签署《独家购买权协议》（本人应要求作为协议方）中约定的转让合同，如期履行本人作为合同一方的与本授权委托书同中签

署的《股权质押协议》和《独家购买权协议》，该权利的行使将不对本授权形成任何限制。

被授权人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

被授权人有转委托权，经提前五（5）日以书面形式通知本人，被授权人有权就上述事项的办理以及本人股权的行使自行再委托其他个人或单位而不必获得本人的同意。

在本人为目标公司的股东期间，本授权委托书不可撤销并持续有效，自本授权委托书签署之日起算。一旦 WFOE 书面通知本人全部或部分终止本授权委托书，本人将立即收回在此向 WFOE 及相关主体做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对 WFOE 提名的其他人士作出与本授权委托书内容相同的授权和委托。本授权委托书在下列情况下自动终止：（a）一旦中国法律允许 WFOE 可以直接持有目标公司的股权并且 WFOE 及其子公司、分公司可以合法从事目标公司的业务，在 WFOE 或其全资子公司按约定正式登记为目标公司唯一股东之日；或（b）WFOE 或被指定人按照《独家购买权协议》的规定购买目标公司所有股权及资产，并且利用目标公司资产合法地从事目标公司的业务。

本授权委托书有效期内，本人特此放弃已经通过本授权委托书授权给被授权人的与本人股权有关的所有权利，不再自行行使该等权利，亦不会授权除被授权人外任何第三方本授权委托书项下的权利或其他类似权利。

就本授权委托书项下授权事宜，本人特此承诺并保证：

（1）本人在本授权委托书项下的授权并不会引致本人与 WFOE 及 / 或被授权人实际或潜在的利益冲突。如本人和目标公司与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，本人将会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人身兼 WFOE 或 WFOE 之境外母公司的董事（或执行董事）、高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 的指示授权除本人外的其他（非同时为目标公司股东）董事（或执行董事）、高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与目标公司或 WFOE 及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单

方决定该等利益冲突是否产生)，则本人应在 WFOE 或其被指定人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使《独家购买权协议》项下的购买权。

(2) 在目标公司破产、清算、解散或终止的情况下，本人在目标公司破产、清算、解散或终止后获得的所有资产包括目标公司股权将以无偿或以当时中国法律允许的最低价格转让予 WFOE（如中国法律禁止该等支付，则本人承诺将以托管的形式为 WFOE 托管该等款项，并配合 WFOE 签署托管协议或其他相关法律文件），或者由届时的清算人基于保护 WFOE 直接或间接股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。

(3) 在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使其持有的目标公司股权的情况下，本人将确保本人的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）或当时目标公司股权的股东或受让人出具与本授权委托书一样的授权委托书，承继 / 承担本人在本授权书下的所有权利与义务。

(4) 经提前五 (5) 日以书面形式通知本人，WFOE 有权自行决定向任何其他人士或实体转授权或转让其与上述事项有关的权利而不必获得本人的同意。

本人确认本人配偶（如适用）知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股份是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股份，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的目标公司股份为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

如监管机构要求本人就本授权委托书及本人于2023年5月11日签署的一系列控制性协议的内容作出修改，本人将无条件及适时地全面配合。

如本授权委托书的部分内容因法律的强制性规定无效或不可执行，其他授权内容将继续有效。

凡因执行本授权委托书所发生的或与本授权委托书有关的一切争议，本人及被授权人有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有有效的仲裁程序和

规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。在等待组成仲裁庭期间及在适当情况下，本人及/或授权人均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就对方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，本人及/或被授权人均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括 WFOE 关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或 WFOE 或目标公司主要资产所在地的法院）应当为上述目的被视为具有管辖权。仲裁期间，除本公司及被授权人有争议且在仲裁的部分外，本授权委托书应持续有效。

本授权委托书自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《授权委托书》的签字页)

签字: 
2023年5月11日

股权质押协议

本股权质押协议（“**本协议**”）由以下各方于 2022 年 5 月 11 日在中国上海签署：

甲方：空山网络科技（上海）有限公司（“质权人”）

住所：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

法定代表人：许式伟

乙方 1：许式伟

身份证号码：332625197710306638

乙方 2：吕桂华

身份证号码：33262519800814141X

丙方：北京空山信息技术有限公司（“目标公司”）

住所：北京市朝阳区广渠路 28 号院 401 号楼(劲松孵化器 2181 号)

法定代表人：许式伟

乙方 1 与乙方 2 合称“**出质人**”，出质人、质权人和目标公司以下各称“**一方**”，合称“**各方**”。

鉴于：

1. 目标公司是一家根据中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）法律在中国北京注册成立的有限责任公司。于本协议签署日，出质人合计持有目标公司 100% 的股权，

其中乙方 1 拥有目标公司 73.5%股权，乙方 2 拥有目标公司 26.5%股权；

2. 质权人是一家根据中国法律在中国上海注册的外商独资企业；
3. 质权人与目标公司于本协议签署之日签订了《独家业务合作协议》(该协议及其不时修订，下称“**业务合作协议**”)；本协议各方于本协议签署之日签署了一份独家购买权协议(该协议及其不时修订，下称“**独家购买权协议**”)；出质人于本协议签署之日分别签署了授权委托书(该授权委托书及其不时修订，下称“**授权委托书**”，与业务合作协议、独家购买权协议合称“**主协议**”)。

为了保证出质人及目标公司履行主协议项下的义务并且保证质权人能够按时足额自目标公司收取业务合作协议项下的服务费，出质人愿意以其在目标公司中持有的全部股权向质权人提供质押担保。出质人与质权人经协商，特签订本协议。

1. 定义

除非本协议另有规定，下列词语含义为：

- 1.1 质权：指本协议第 2 条所列的全部内容。
- 1.2 质押股权：指出质人现在和将来在目标公司中合法持有的全部股权，于本协议签署日即目标公司 100%的股权。
- 1.3 质押期限：指本协议第 3 条规定的期间。

1.4 违约事件：指本协议第 7.1 条所列情况。

1.5 违约通知：指质权人根据本协议发出的宣布出质人违约事件的通知。

2. 质权

2.1 为担保质权人因出质人和/或目标公司的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失，出质人及目标公司按时、足额履行主协议项下的所有义务（“**担保债务**”），包括但不限于目标公司向质权人支付主协议中规定的咨询和服务费（无论该等费用的到期应付是由于到期日的到来、提前收款的要求或其它原因），出质人特此将其现有及将拥有的目标公司的全部股权权益质押给质权人，并赋予质权人第一顺位受偿权。

2.2 质权系指质权人所享有的，以出质人质押给质权人的质押股权折价、拍卖或变卖该股权的价款优先受偿的权利。

2.3 在本协议有效期内，质权人对质押股权的价值损失不承担任何责任，出质人亦无权要求或以任何方式要求质权人就此类损失进行赔偿，除非这种损失是由质权人故意或重大过失而造成的。

2.4 根据上述第 2.3 条的规定，在质押财产价值存在任何可能的明显损失，足以威胁质权人相关利益的情况下，质权人可以代表出质人在任何时候拍卖或变卖质押股权，并将拍卖或出售所得作为与出质人协议的保证债务提前偿还，或将其所得交给质权人所在地公证机构委托保管（由此产生的任何费用应由出质人承担）。

- 2.5 各方确认,一旦目标公司的股权价值增长,包括但不限于目标公司通过收购其他公司的股权使质押股权增值,或通过获得重大资产等方式使质押股权增值,质权人行使质权时,将不依据本协议签署时目标公司股权的价值享有优先受偿权,而将依据行使质权时目标公司的股权价值享有优先受偿权。

3. 质押登记及期限

- 3.1 本质权自本协议项下股权出质在相应的市场监督管理部门登记之日起生效,质权有效期持续到主协议因到期失效或者提前终止,且主协议项下所有出质人欠付质权人的款项结清为止或质权人已按本协议的约定实现其质权为止。各方同意,在本协议签署之日,出质人和目标公司应将本协议的质权登记在目标公司股东名册上,并在本协议签署之日后尽快向相应的市场监督管理部门申请登记本协议项下的质权;出质人和目标公司应当按照中国法律法规和有关市场监督管理部门的各项要求,提交所有必要的文件并办理所有必要手续。

如质押记载事项发生变化(如有),依法需进行变更记载的,经质权人书面同意,目标公司应在记载事项发生变更之日后尽快作相应变更记载,并提交相关的变更登记文件及在市场监督管理部门办理相关变更登记手续(如需),并从该机关取得该等变更登记的书面证明并提供该等书面证明予质权人。

- 3.2 质押期限内,若出质人未按主协议约定向质权人履行义务,质权人有权

但无义务按本协议以及有关中国法律法规的规定行使或处置质权。

4. 质权凭证的保管

4.1 在本协议规定的质押期限内，目标公司应将股权出资证明书、由法定代表人签署并盖公章的股东名册以及有关股权质押的工商登记证明文件交付质权人，并由质权人在本协议规定的质押期限内保管。

4.2 质权人有权收取并拥有自本协议签署之日起至质押期限终止之日止质押股权所产生的全部股息红利等现金收益及全部非现金收益或其他可分配利益。自本协议签署之日起至质押期限终止之日止，若出质人收到任何质押股权产生的股息或红利的，应在收到的当天支付给质权人。

5. 出质人和目标公司的声明和保证

5.1 目标公司是根据中国法律适当注册并合法存续的有限责任公司；

5.2 出质人是质押股权合法的所有人。

5.3 在任何时候，一旦质权人根据本质押协议行使质权人的权利，不应有来自任何其他方的干预。

5.4 质权人有权以本协议规定的方式处分并转让质权。

5.5 除本质权及依据独家购买权协议赋予质权人的独家购买权之外，出质人未在质押股权上设置任何其他质押权利或任何其他类型的第三方权利。

5.6 任何第三人的同意、许可、弃权或授权，任何政府部门的批准、许可、

豁免，或任何与履行本协议有关政府部门的登记或备案手续（如需）已经办理齐全，并在本协议期限内是完全有效的。

5.7 所有取得质押股权相关的税款和费用已由出质人全部付清。

5.8 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律；(ii)与目标公司章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

6. 出质人和目标公司的承诺

6.1 在本协议存续期间，出质人向质权人承诺，出质人将：

6.1.1 除履行独家购买权协议及本协议外，未经质权人事先书面同意，不得转让质押股权，不得在质押股权上设立或允许存在任何可能影响质权人权利和利益的任何质押或其他形式的担保；

6.1.2 遵守并执行权利质押的相关法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于三（3）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；

- 6.1.3 将任何可能导致对质押股权或其任何部分的权利产生影响的事件或收到的通知，以及可能改变出质人在本协议中的任何保证、义务、或对出质人履行其在本协议中义务可能产生影响的任何事件或收到的通知及时通知质权人；
- 6.1.4 未经质权人事先书面同意，不以任何形式补充、更改或修改目标公司的公司章程文件，增加或减少其注册资本，或以其他方式改变目标公司的股权结构。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权。
- 6.2 出质人同意，质权人按本协议之条款行使质权时，不应受到出质人或出质人的权利义务承继人或出质人之委托人或任何其他人通过法律程序的中断或妨害。
- 6.3 出质人向质权人保证，为保护或完善本协议对主协议项下目标公司向质权人按期足额支付服务费，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人要求的行为，并为本协议赋予质权人之权利的行使提供便利，与质权人或其指定的人（自然人或法人）签署所有的有关股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。
- 6.4 出质人向质权人保证，为了质权人的利益，出质人将遵守、履行所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。

- 6.5 如有法律改变或要求, 出质人将尽其最大努力完成所有要求的法律程序, 包括但不限于市场监督管理部门登记, 以使得该质押持续有效, 并能充分对抗第三人。
- 6.6 出质人向质权人保证, 其已经做出一切妥善安排并签署一切需要的文件, 保证在其去世、丧失行为能力、破产、结婚、离婚或发生其他可能影响其行使股东权利的情形时, 其继承人、监护人、债权人、配偶等可能因此取得股权或相关权利的人, 不能影响或阻碍本协议的履行。
- 6.7 如果发生目标公司应中国法律要求解散或清算的情形, 目标公司及出质人应在中国法律许可的范围内, 按中国法律允许的最低价格将其所有的资产包括股权以无偿或以当时中国法律允许的最低价格转让予质权人, 或者由届时的清算人基于保护质权人之境外直接或间接母公司的股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。如中国法律禁止该等支付, 则出质人承诺将以托管的形式为质权人托管该等款项, 并配合质权人签署托管协议或其他相关法律文件。
- 6.8 各方分别向另一方保证, 一旦中国法律允许且质权人决定按照各方签署的独家购买权协议购买所有出质人所持有的目标公司全部股权, 各方将立即解除本协议。

7. 违约事件

- 7.1 非因法律变化或不可抗力因素, 下列事项均被视为违约事件:

- 7.1.1 出质人及/或目标公司未能按期、完整履行任何主协议项下责任，包括但不限于目标公司未能按期足额支付主协议项下的应付的咨询服务费等费用或有违反该协议其他义务的行为；
- 7.1.2 出质人在本协议第 5 条所作的任何声明或保证有实质性的误导或错误，和/或出质人违反本协议第 5 条的声明和保证；
- 7.1.3 出质人和/或目标公司违反本协议第 6 条中的任何承诺；
- 7.1.4 出质人和/或目标公司违反本协议的任何条款；
- 7.1.5 除本协议第 6.1.1 条的规定外，出质人舍弃出质的股权或未获得质权人书面同意而擅自转让或意图转让或以其他方式处分出质的股权；
- 7.1.6 出质人本身对外的任何借款、担保、赔偿、承诺或其他偿债责任
(1) 因违约被要求提前偿还或履行；或 (2) 已到期但不能如期偿还或履行，致使质权人认为出质人履行本协议项下的义务的能力已受到影响；
- 7.1.7 出质人不能偿还一般债务或其他欠债；
- 7.1.8 因有关法律颁布使得本协议不合法或出质人不能继续履行本协议项下的义务，能够通过补救而出质人拒绝补救致使本协议无法履行；
- 7.1.9 如果本协议可被执行或使之合法或生效所须之一切政府部门同

意、许可、批准或授权被撤回、中止、失效或有实质性修改，能够进行补救而出质人拒绝补救；

7.1.10 出质人所拥有的财产出现不利变化，致使质权人认为出质人履行本协议项下的义务的能力已受到影响；

7.1.11 出质人的权利义务承继人或代管人只能履行部分或拒绝履行任何主协议项下的服务费支付义务；

7.1.12 非因法律强制性规定，质权人不能行使处分质权的其他情况。

7.2 如知道或发现本条第 7.1 款所述的任何事项或可能导致上述事项的事件已经发生，出质人和目标公司应立即以书面形式通知质权人。

7.3 除非本条第 7.1 款所列的违约事项已在质权人感到满意的情况下获得圆满解决，否则质权人可在出质人违约事项发生时或发生后的任何时间以书面形式向出质人发出违约通知，要求目标公司立即支付任何主协议项下的款项或者按本协议第 8 条的规定处分质权。为避免歧义，各方一致同意，出质人在本协议项下承担的违约责任赔偿金额以该出质人所持的全部质押股权的全部价值为限。

8. 质权的行使

8.1 在主协议因到期失效或者提前终止，且任何主协议项下质权人应得的款项未全部足额支付前，未经质权人书面同意，出质人不得转让其拥有的目标公司的股权及与该股权相关的任何权益。

- 8.2 质权人行使质权时应向出质人发出违约通知。
- 8.3 受限于第 8.2 款的规定，质权人可在按第 8.2 款发出违约通知的同时或在发出违约通知之后的任何时间里对质权行使处分的权利。质权人决定行使处分质权的权利时，出质人即不再拥有任何与股权有关的权利和利益。
- 8.4 质权人有权按照法定程序以本协议项下的全部或部分股权折价，或以拍卖、变卖该股权的价款优先受偿，直到全部偿还任何主协议项下的担保债务，质权人不应为其合理行使的权利所导致的任何损失承担责任。
- 8.5 质权人依照本协议处分质权时，出质人不得设置障碍，并应予以必要的协助，以使质权人实现其质权。质权人亦有权以书面方式指定其律师或其他代理人行使其质权，出质人或目标公司对此均不得提出异议。
- 8.6 在出质人违约时，在法律许可的范围内并根据有关法律的规定，质权人有权按照法定程序处置质押股权，对于处置所得，质权人无需给出质人；出质人特此放弃其可能拥有的能向质权人要求任何质押股权处置所得的权利。同样，如果质权人在该质押股权处置后仍未能就主协议下的服务费完全受偿，出质人将不再承担任何义务。

9. 转让

- 9.1 除非经质权人事先书面同意，出质人和目标公司无权赠予或转让其在本协议项下的权利、义务。

- 9.2 本协议对出质人及其继任人和经许可的受让人均有约束力,并且对质权人及每一继任人和受让人有效。
- 9.3 质权人可以在任何时候将其在主协议项下的所有或任何权利和/或义务转让给其指定的人(自然人/法人),在这种情况下,受让人应享有和承担本协议项下质权人享有和承担的权利和义务,如同其作为本协议的一方。质权人转让主协议项下的权利和义务时,应质权人要求,出质人及目标公司应就此转让签署有关协议和/或文件。
- 9.4 因转让所导致的质权人变更后,根据质权人的要求,新质押各方应重新签订质押协议,出质人应配合与新的质权人签署相关质押协议并配合办理股权出质登记。
- 9.5 出质人、目标公司应严格遵守本协议和各方单独或共同签署的其他有关协议的规定,包括主协议,履行各协议项下的义务,并不进行任何足以影响协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示,出质人不得行使其对质押股权还留存的权利。

10. 终止

在(1)主协议因到期失效或者提前终止,(2)所有主协议项下的服务费支付完毕,并且出质人、目标公司及出质人的股东不再承担主协议项下的任何义务,以及(3)出质人按照独家购买权协议的约定依法转让所有目标公司股权至质权人及/或被指定人名下以后,本协议立即终止。质权人和出质人应在合理可行的时间内尽早采取必要的行动以达到本协议终止的效果。

11. 手续费及其他费用

一切与本协议有关的费用及实际开支,包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由质权人承担。

12. 不可抗力

12.1 本协议的履行因任何“不可抗力事件”而被延迟或受到阻碍时,仅就该部分被延迟或被阻碍的履行,受到不可抗力影响的一方不需对此承担本协议项下的责任。“不可抗力事件”是指超出了一方所能合理控制的范围,在受影响的一方加以合理注意之下仍不可避免的任何事件,其中包括但不限于,政府行为、自然力、火、爆炸、地理变化、风暴、洪水泛滥、地震、潮汐、闪电或战争。但是,资信、资金或融资不足不得被视为是超出了一方所能合理控制的事项。受“不可抗力事件”影响寻求免除本协议项下履行责任的一方应尽快将此项免除责任事项通知另一方并告之其完成履行所要采取的步骤。

12.2 受到不可抗力影响的一方不需为此承担本协议项下的责任,但是只有在受影响的一方尽其合理可行之努力履行协议的条件下,寻求免除责任的一方才可获得对此项责任履行的免除,并且仅以被延迟或受阻碍的部分履行为限。一旦此类免除责任的原因得到纠正和补救,各方同意以最大努力恢复本协议项下的履行。

13. 保密

各方同意,一方因履行本协议而从他方取得、了解或接触到的任何资料 and 信

息均为保密信息，对提供方均具有重要经济及商业价值（“**保密信息**”），但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，各方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、《香港联合交易所有限公司证券上市规则》、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向本协议当事人之外的任何第三方泄露、给予或转让保密信息。

本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

各方一致同意，不论本协议是否变更、解除或终止，本协议第 13 条将持续有效。

14. 争议的解决

14.1 本协议的订立、效力、履行、修改和终止以及争议的解决应受中国法律管辖并根据中国法律做出解释。

14.2 在本协议各方就本协议项下条款的解释和履行发生争议时，各方应善意通过协商解决该争议。如果在一方向另一方发出要求协商解决的书面通知后十五（15）日之内，各方仍未达成解决争议的协议，任何一方均可将有关争议提交上海国际经济贸易仲裁委员会按照其届时有效的仲裁规则仲裁解决。仲裁地点在上海；仲裁使用之语言为中文。仲裁裁决应

是终局性的，对各方均有拘束力。

14.3 仲裁进行期间，除提交仲裁的争议事项或义务外，各方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予质权人适当的法律救济，包括限制出质人的业务经营，就出质人的股权或资产、质押股权实施限制、禁止或责令进行转让或处置，对出质人或目标公司进行清算等。

14.4 在等待组成仲裁庭期间及在适当情况下，协议双方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括质权人关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或目标公司或质权人主要资产所在地的法院）应当为上述目的被视为具有管辖权。

15. 通知

除非有更改下列地址的书面通知，本协议项下的通知应通过专人递送、传真或挂号邮寄的方式发到下列地址。通知如果是以挂号邮寄的方式发送，则挂号邮件的回执上记载的签收日期为送达日，如果以专人递送或传真方式发送，则以发送之日为送达日。以传真方式发送的，应在发送后立即将原件以挂号邮寄或专人递送的方式发到下列地址。

甲方：空山网络科技（上海）有限公司

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

收件人：许式伟

乙方 1：许式伟

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

乙方 2：吕桂华

地址：上海市青浦区盈港东路 2655 弄 76 号

丙方：北京空山信息技术有限公司

地址：中国（上海）自由贸易试验区博霞路 66 号 1-5 层
收件人：许式伟

16. 附件

本协议所列附件，为本协议不可分割的组成部分。

17. 分割性

如果本协议项下的任何条款因与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

18. 生效

18.1 各方确认，本协议自签署之日起生效。针对本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章后生效。

18.2 本协议以中文书就，正本一式伍份，各方各持壹份，另一份用于办理质押登记手续，每份具有相同的法律效力。

(以下无正文)

(本页无正文，为《股权质押协议》签署页)

甲方：空山网络科技（上海）有限公司（盖章）



法定代表人或授权代表（签字）：

许如伟

(本页无正文，为《股权质押协议》签署页)

乙方 1: 许式伟

(签字) : 许式伟

乙方 2: 吕桂华

(签字) : 吕桂华

(本页无正文，为《股权质押协议》签署页)

丙方：北京空山信息技术有限公司（盖章）



法定代表人或授权代表（签字）：

许文伟

附件一：

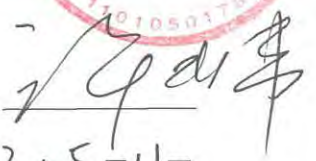
北京空山信息技术有限公司

股 东 名 册

北京空山信息技术有限公司（下称“公司”）的股东姓名、出资额及持股比例如下：

股东名称/姓名	认缴出资额（万元）	持股比例（%）	出资证明书编号
许式伟	735	73.5	001
吕桂华	265	26.5	002

北京空山信息技术有限公司（盖章）

法定代表人（签字）： 

日期：2023年5月11日

北京空山信息技术有限公司


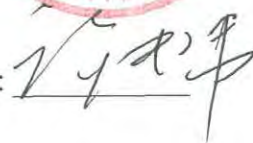
股 东 名 册

备 注

序号	备注
1	许式伟于2023年5月11日将合计持有的本公司 73.5%的股权均质押给空山网络科技（上海）有限公司；吕桂华于2023年5月11日将合计持有的本公司 26.5%的股权均质押给空山网络科技（上海）有限公司。

北京空山信息技术有限公司（章）

法定代表人（签字）：

日期：2023年5月11日

配偶同意函

本人周培（证件号：411002197801221527），为许式伟（证件号：332625197710306638）之合法配偶，在此无条件同意：本人配偶即许式伟现在及未来所持有的并登记于其名下的北京空山信息技术有限公司（“**目标公司**”）所有股权（“**标的股权**”），将按照本人配偶签署的一系列控制性协议（包括《股权质押协议》、《独家购买权协议》和《授权委托书》，以及以上文件之不时修订）（“**控制性协议**”）项下之安排进行处分。

本人进一步保证不得出于与上述安排相冲突之意图采取任何行动，包括主张标的股权构成本人与本人配偶之间的财产或共同财产而影响或者妨碍本人配偶履行在控制性协议下所承担的义务。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对标的股权的任何权利或权益。

本人确认并同意控制性协议中所述由本人配偶持有的股权（“**配偶持有股权**”）无论发生何种情况均归属于本人配偶个人财产，不构成本人与本人配偶的夫妻共同财产，并且本人配偶可以按照该等协议的规定独自抵押、出售或以其他方式处理该等配偶持有股权，无需本人同意。本人进一步确认，本人配偶履行控制性协议以及进一步修改或终止控制性协议并不需要本人另行授权或同意及本人从未且将不会参与目标公司之经营或管理。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对该等股权及其对应资产的任何权利或权益，在任何情况下，本人均无权就上述标的股权主张任何权利，包括但不限于投票权、处分权以及由其产生的经济利益（如有）。本人承诺将签署一切必要的文件，并采取一切必要的行动，以确保（经不时修订的）控制性协议得到适当履行。本人同意并承诺，如本人由于任何原因获得本人配偶持有的目标公司的任何股权，则本人、本人的继承人、代理人及/或财产管理人等均应受（经不时修订的）控制性协议的约束，并遵守作为目标公司的股东在（经不时修订的）控制性协议下的义务，且为此目的，一旦控制性协议下的权利人提出要求，本人、本人的继承人、代理人及/或财产管理人等均应签署格式和内容基本与（经不时修订的）控制性协议相同的一系列书面文件，并采取一切必要的行动。

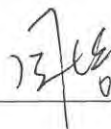
本人进一步确认、承诺及保证，如出现本人配偶的死亡、丧失行为能力、离婚、破产或发生任何可能影响本人配偶行使其在目标公司的股东权利的情形，本人及本人的继承人、监护人、债权人或者任何其他有权对本人配偶持有的目标公司之股权主张权利或者利益的其他人均不会在任何情况下以任何方式采取任何可能影响或者妨碍本人配偶履行在控制性协议下所承担的义务的行动。

凡因执行本配偶同意函所发生的或与本配偶同意函有关的一切争议，本人及权益相关的任何一方有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有效的仲裁程序和规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。仲裁期间，除本人及权益相关的任何一方有争议且在仲裁的部分外，本配偶同意函应持续有效。

本配偶同意函自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《配偶同意函》的签字页)

签署: 

2023年5月11日

配偶同意函

本人陈明星（证件号：332625197904042247），为吕桂华（证件号：33262519800814141x）之合法配偶，在此无条件同意：本人配偶即吕桂华现在及未来所持有的并登记于其名下的北京空山信息技术有限公司（“**目标公司**”）所有股权（“**标的股权**”），将按照本人配偶签署的一系列控制性协议（包括《股权质押协议》、《独家购买权协议》和《授权委托书》，以及以上文件之不时修订）（“**控制性协议**”）项下之安排进行处分。

本人进一步保证不得出于与上述安排相冲突之意图采取任何行动，包括主张标的股权构成本人与本人配偶之间的财产或共同财产而影响或者妨碍本人配偶履行在控制性协议下所承担的义务。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对标的股权的任何权利或权益。

本人确认并同意控制性协议中所述由本人配偶持有的股权（“**配偶持有股权**”）无论发生何种情况均归属于本人配偶个人财产，不构成本人与本人配偶的夫妻共同财产，并且本人配偶可以按照该等协议的规定独自抵押、出售或以其他方式处理该等配偶持有股权，无需本人同意。本人进一步确认，本人配偶履行控制性协议以及进一步修改或终止控制性协议并不需要本人另行授权或同意及本人从未且将不会参与目标公司之经营或管理。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对该等股权及其对应资产的任何权利或权益，在任何情况下，本人均无权就上述标的股权主张任何权利，包括但不限于投票权、处分权以及由其产生的经济利益（如有）。本人承诺将签署一切必要的文件，并采取一切必要的行动，以确保（经不时修订的）控制性协议得到适当履行。本人同意并承诺，如本人由于任何原因获得本人配偶持有的目标公司的任何股权，则本人、本人的继承人、代理人及/或财产管理人等均应受（经不时修订的）控制性协议的约束，并遵守作为目标公司的股东在（经不时修订的）控制性协议下的义务，且为此目的，一旦控制性协议下的权利人提出要求，本人、本人的继承人、代理人及/或财产管理人等均应签署格式和内容基本与（经不时修订的）控制性协议相同的一系列书面文件，并采取一切必要的行动。

本人进一步确认、承诺及保证，如出现本人配偶的死亡、丧失行为能力、离婚、破产或发生任何可能影响本人配偶行使其在目标公司的股东权利的情形，本人及本人的继承人、监护人、债权人或者任何其他有权对本人配偶持有的目标公司之股权主张权利或者利益的其他人均不会在任何情况下以任何方式采取任何可能影响或者妨碍本人配偶履行在控制性协议下所承担的义务的行动。

凡因执行本配偶同意函所发生的或与本配偶同意函有关的一切争议，本人及权益相关的任何一方有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有效的仲裁程序和规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。仲裁期间，除本人及权益相关的任何一方有争议且在仲裁的部分外，本配偶同意函应持续有效。

本配偶同意函自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《配偶同意函》的签字页)

签署: 陈明号

2023年5月11日

独家业务合作协议

本独家业务合作协议（“**本协议**”）由以下双方于 2023 年 5 月 11 日在中国上海市签署：

甲方：空山网络科技有限公司

统一社会信用代码：913100005868488684

法定代表人：许式伟

注册地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

乙方：上海七牛信息技术有限公司

统一社会信用代码：91310000580583950X

法定代表人：许式伟

注册地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

甲方和乙方以下各称为“**一方**”，统称为“**双方**”。

鉴于：

1. 甲方是一家在中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）合法成立并有效存续的外商独资企业，拥有独家技术开发、咨询和服务及其他服务的必要资源；
2. 乙方是一家在中国境内注册成立的有限责任公司；
3. 在本协议期间按本协议条款的规定，甲方同意利用其人力、技术和信息优势向乙方

提供有关独家技术开发、咨询和服务及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款提供的该等服务。

据此，双方经过友好协商，达成如下协议：

1. 咨询和服务

- 1.1 在本协议期间，甲方同意按本协议的条款和条件作为乙方的独家服务提供商向乙方提供附件一所列全面的业务支持、技术服务和咨询服务（“**服务**”）。双方同意，甲方可以指定其关联方或者其他合格的服务提供方（“**指定方**”，该指定方可以与乙方进一步签订服务协议）为乙方提供本协议约定的服务。
- 1.2 除附件一所列的服务外，在本协议有效期内，经双方协商一致，甲方可按本协议的条件向乙方提供在甲方经营范围内并经甲方认可的、与乙方经营活动相关的且符合中国法律规定可提供的其他服务。如乙方或乙方附属公司要求甲方提供的服务超过了甲方经核准的经营范围，甲方将在法律允许的最大限度内申请扩大其经营范围，并在经核准扩大经营范围后提供相关服务。
- 1.3 乙方同意在本协议有效期内接受甲方提供的服务。考虑到甲方所提供的服务的价值以及双方的良好的合作关系，乙方进一步同意，除非经甲方事先书面同意，在本协议期间，乙方不接受并确保其任何子公司均不接受任何第三方（甲方指定方除外）就本协议所涉及的任何咨询和/或服务。
- 1.4 除非中国法律作出强制性另行规定，对所有因履行本协议而产生的任何权利、

所有权、权益和知识产权（包括但不限于商标权、著作权、专利权、技术秘密、非专利技术、商业机密、商号权及其他，下同），无论是由甲方自行开发、由乙方基于甲方的知识产权或甲方基于乙方的知识产权开发的，甲方均享有独占和排他的权利和权益，乙方不得向甲方主张任何权利、所有权、权益和知识产权。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。

- 1.5 若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。
- 1.6 考虑到双方的良好合作关系，乙方承诺若其欲与其他法人、企业或任何第三方进行任何业务合作的，须事先征得甲方书面同意。
- 1.7 如果乙方或其子公司应中国法律要求解散或清算，甲方在中国法律许可的范围内有权委任清算人管理乙方或其子公司所有资产，乙方或其子公司应在中国法律许可的范围内，按中国法律允许的最低价格将其所持有的全部或部分资产出售予甲方或甲方指定的其他适格主体。乙方或其子公司在届时有效的中国法适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务；任何该交易产生之收益应在届时有效的中国法适用的范围内，作为本协

议之服务费的一部分而支付予甲方或甲方指定的适格主体。

2. 服务费的计算和支付

- 2.1 本协议双方同意，乙方应按本协议附件二所列方式确定和支付服务费。
- 2.2 甲方同意，在本协议期间，甲方将享有及承担任何乙方业务产生的全部经济利益及风险；为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方可以自主决定向乙方提供财务支持（仅在中国法律允许的范围内）。甲方可以在中国法律允许下以贷款方式向乙方提供财务支持，并应另行签署该等贷款合同；在任何乙方经营亏损或出现严重经营困难时，甲方有权要求乙方停止营运，乙方应无条件接受甲方的要求。
- 2.3 若乙方未能依照本协议之规定支付服务费和其他费用，就拖欠的数额，乙方应向甲方另行支付按照每日拖欠金额万分之五计算的违约金。
- 2.4 甲方有权，在其自行承担费用的前提下，指派其雇员或中国或其他国家的注册会计师或审计机构（“**甲方授权代表**”）对乙方的账目进行核查以便审核服务费的计算方法和数额。为此，乙方应向甲方授权代表提供甲方授权代表所要求的文件、账目、记录、数据等，以便甲方授权代表审计乙方的账目并确定服务费的数额，并且同意甲方的股东为满足证券监管的要求而披露该等信息和资料。除非有非常重大错误，服务费的数额应以甲方授权代表所确定的数额为准。

- 2.5 除非双方另行协商一致，乙方根据本协议向甲方支付的服务费应不经任何扣减或抵销（如银行手续费等）。
- 2.6 本协议项下乙方应付的服务费、违约金、实际支出及赔偿金额由乙方全体股东以其持有的乙方全部股权向甲方提供质押担保。
- 2.7 此外，乙方在支付服务费的同时还应向甲方支付甲方为提供本协议项下的服务而发生的实际支出，包括但不限于聘请注册会计师或审计机构的费用、各项差旅费、交通费、印刷费和邮资等。
- 2.8 甲乙双方同意因履行本协议所引起的全部经济损失将由乙方承担。
- 2.9 双方同意，本协议项目下甲方向乙方提供的服务亦适用于乙方控制的子公司，乙方应促使并确保其控制的子公司根据本协议约定行使权利并履行义务。

3. 不作为义务

自本协议签署之日起，除非获得甲方或甲方指定的其他方的事先书面同意，乙方不得且应促使、确保其任何子公司均不得从事以下行为：

- 3.1 进行任何超出公司正常经营范围内业务（“**公司业务**”）的活动或非以与过去一致和通常的方式经营公司业务；
- 3.2 直接或间接经营除公司营业执照及/或经营许可证之许可范围的业务；

- 3.3 增加或减少公司的注册资本、以其他方式改变公司的注册资本结构、改变公司的经营范围或修改公司章程；
- 3.4 改变公司正常的业务程序或修改任何重大的公司内部规章制度；
- 3.5 对其业务经营模式、市场营销策略、经营方针或客户关系作出重大调整；
- 3.6 与任何第三方签订任何以控制公司为目的的协议安排；
- 3.7 与任何第三方进行的合并、兼并、收购、合资和其它有关公司业务的联营；
- 3.8 除日常业务经营所需之外，进行任何资金支付；
- 3.9 除日常业务经营所需之外，签订任何重大合同；
- 3.10 解散或清算公司；
- 3.11 采取或变更任何公司的业务计划或年度预算方案；
- 3.12 除日常业务经营所需外，使公司承担任何债务；
- 3.13 就公司对任何第三方的到期债权进行延期；
- 3.14 除日常业务经营所需外，继受或保证任何债务；
- 3.15 向任何第三方以其资产或知识产权对外提供担保或提供任何其他形式的对外担保，或在公司资产或权益上设置任何其他权利负担；

3.16 出售、转让、抵押、许可或以其他方式处置任何资产（包括但不限于各类实物资产、知识产权及其他任何资产及与资产相关权利，如商标权、著作权、专利权、技术秘密、非专利技术、商业秘密、商号权及其他）（除日常业务经营所需之外）、业务或收入的合法权益；

3.17 进行任何对外投资，包括但不限于设立任何公司、合伙企业或其他主体；

3.18 以任何形式进行红利、股息的分配；

3.19 对公司的会计方法进行重大变更；聘用或变更公司的审计师；

3.20 与乙方的控股股东和实际控制人的关联人士进行的任何交易。

本协议中“关联人士”包括（1）该方担任管理人员、董事或作为合伙人或者直接或间接地拥有 10%或以上实际权益的任何种类的组织；（2）该方拥有重大实际权益，或该方作为受托人（或类似的受托职务）的任何信托或其他财产，及（3）该方的主要亲属，该等主要亲属包括该方的配偶、父母、子女、祖父母、外祖父母、兄弟姐妹及其配偶、儿媳女婿，以及该方配偶的父母、祖父母、外祖父母、兄弟姐妹及其配偶；或

3.21 在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务实体。

4. 经营管理与人事安排

- 4.1 乙方同意接受甲方不时向其提供的有关公司员工聘任和解聘、公司日常经营管理以及公司财务管理制度等方面的建议，并予以严格执行。
- 4.2 在中国法律允许的前提下，乙方及/或其任何子公司将选举或委派甲方推荐的人选担任公司的董事/执行董事和高级管理人员（包括总经理、财务总监及其他高级管理人员）；除非取得甲方的事先书面同意或有法定理由，乙方及/或其任何子公司不得以其他任何原因拒绝选举甲方推荐的人选。
- 4.3 自本协议签署之日起，除非获得甲方或甲方指定的其他方的事先书面同意，乙方不得且应促使、确保其任何子公司均不得雇佣、罢免任何公司董事/执行董事或任何公司的高级管理人员或变更公司董事/执行董事或高级管理人员的委任/雇佣条件。

5. **陈述和保证**

5.1 甲方在此陈述和保证如下：

- 5.1.1 甲方为按照中国法律合法注册并有效存续的一家有限责任公司；
- 5.1.2 甲方在其公司权力和经营范围之内履行本协议；且签署及履行本协议已经过必要的公司授权，无需取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；
- 5.1.3 本协议一经签署即应构成对甲方合法、有效、有约束力、执行力的法律文件。

5.2 乙方在此陈述和保证如下：

- 5.2.1 乙方是按照中国法律合法注册并有效存续的有限责任公司；
- 5.2.2 乙方在其公司权力和经营范围之内签署并履行本协议，且签署及履行本协议已经过必要的公司授权，无需取得第三方或政府部门的同意及批准，不违反对其具有约束力或有影响的法律或合同限制；
- 5.2.3 本协议一经签署即构成对乙方合法、有效、有约束力、执行力的法律文件；
- 5.2.4 乙方已获得履行本协议所需的经营许可，乙方有足够的权利和资格从事目前进行的业务以及其他在中国境内进行的业务；
- 5.2.5 乙方应当及时通知甲方已经或可能对其业务运营造成重大不利影响任何情况，并应尽最大努力防止这种情况的发生和/或损失的扩大；
- 5.2.6 未经甲方书面同意，乙方不得以任何方式处置其重大资产或改变其目前的股权结构；
- 5.2.7 乙方不得对外签署任何与甲方及其指定方签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突（甲方有权单方决定该等利益冲突是否产生），则乙方应在甲方

或其指定方同意的前提下尽可能及时采取措施消除。如乙方拒绝采取消除利益冲突的措施，甲方有权行使甲方、乙方及乙方股东签署的《独家购买权协议》项下的购买权。

6. 赔偿

- 6.1 除本协议另有规定外，如果一方未全部履行或暂停履行其在本协议的义务，而且在接到对方的通知起三十日内未纠正上述行为，或者其陈述与保证不真实的，则构成违约。
- 6.2 若本协议任一方违反本协议或其在本协议中所作出的任何陈述、保证，守约方可以书面形式通知违约方要求其在合理期间内或收到通知书十日内纠正违约行为，采取相应措施有效及时地避免损害结果的发生，并继续履行本协议。若发生损害，违约方应对守约方作出赔偿，以使得守约方获得合同履行时应得的所有权益。守约方行使前述救济权利并不影响其依据本协议的约定和法律规定行使其他救济权利。
- 6.3 如由于任何一方违反本协议，致使另一方承担任何费用、责任或蒙受任何损失（包括但不限于公司的利润损失），违约方应就上述任何费用、责任或损失（包括但不限于因违约而支付或损失的利息以及律师费）赔偿守约方。违约方向守约方支付的赔偿金总额应当与因该违约行为产生的损失相同，上述赔偿包括守约方因履约而应当获得的利益，但该赔偿不得超过本协议双方的合理预期。

6.4 若因乙方不按照甲方的指示，或因不当使用甲方的知识产权或不当技术操作而引致任何人为此提出索赔，乙方应承担全部责任。若乙方发现任何人未经合法授权而使用甲方的知识产权，乙方应立即通知甲方并配合甲方所采取的任何行动。

7. **全部协议和协议修改**

7.1 本协议及其所提及或明示包含的所有协议和/或文件构成双方之间就本协议标的事宜所达成的全部协议，并取代先前双方有关本协议标的事宜的所有口头及书面的协议、合同、谅解及通讯。

7.2 对本协议的任何修改只有经双方签署书面协议后方为有效。经过双方适当签字的有关本协议的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。

7.3 在本协议签署之日后，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变；应适用以下约定：在中国法律许可的情况下（1）如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日有效的有关法律、法规、法令或规定更优惠（而另一方没有受到严重不利的影响），双方应及时申请获得该变更或新规定所带来的利益并尽其最大努力使该申请获得批准；或（2）如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，本协议应继续按照原有条款执行。双方应利用所有合法

的途径取得对遵守该变更或规定的豁免。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，双方应及时磋商并对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

8. 管辖法律

本协议的签署、有效性、履行、修改、终止和解释，以及争议的解决在各个方面均受中国法律管辖，并依据中国法律作出解释。

9. 争议的解决

9.1 在本协议双方就本协议项下条款的解释和履行发生争议时，双方应善意通过协商解决该争议。协商不成，任何一方均可将有关争议提交上海国际经济贸易仲裁委员会按照其届时有效的仲裁规则仲裁解决。仲裁地点为上海，仲裁使用之语言为中文。仲裁裁决应是终局性的，对双方均有拘束力。

9.2 仲裁进行期间，除提交仲裁的争议事项或义务外，双方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予甲方适当的法律救济，包括限制乙方的业务经营，就乙方的股权或资产实施限制、禁止或责令进行转让或处置，对乙方进行清算等。

9.3 在等待组成仲裁庭期间及在适当情况下，协议双方均有权向有管辖权的法院

申请颁布及/或执行保全措施或其他可适用的临时措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括甲方关联的拟/已上市公司注册成立地的法院、乙方注册成立地的法院、或乙方或甲方主要资产所在地的法院）应当为上述目的被视为具有管辖权。

9.4 除双方发生争议的事项外，双方仍应当本着善意的原则按照本协议的规定继续履行各自义务。

10. 通知

本协议双方为履行本协议项下的权利、义务所发出的通知，都应以书面做成，并以专人递送、挂号邮寄、邮资预付邮寄、双方认可的速递服务、或图文传真的形式发送到有关一方或双方下列的地址：

甲方：空山网络科技（上海）有限公司

收件人：许式伟

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

乙方：上海七牛信息技术有限公司

收件人：许式伟

地址：中国（上海）自由贸易试验区博霞路 66 号 1-5 层

11. 保密条款

11.1 双方同意，一方因履行本协议而从他方取得、了解或接触到的任何资料和信息均为保密信息，对提供方均具有重要经济及商业价值（“**保密信息**”），但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，双方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、《香港联合交易所有限公司证券上市规则》（“**香港上市规则**”）、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向任何第三方泄露、给予或转让保密信息。

11.2 本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

11.3 双方同意，不论本协议是否变更、解除或终止，本协议第 11 条将持续有效。

12. 不可抗力

12.1 本协议的履行因任何“**不可抗力事件**”而被延迟或受到阻碍时，仅就这部分被延迟或被阻碍的履行，受到不可抗力影响的一方不需对此承担在本协议项下的任何责任。“不可抗力事件”是指超出了一方所能合理控制的范围，在受影响的一方加以合理的注意之下仍不可避免的任何事件，其中包括但不限于，

政府行为、自然力、疫情、火灾、爆炸、地理变化、风暴、洪水泛滥、地震、潮汐、闪电或战争。但是，资信、资金或融资不足不得被视为是超出了一方所能合理控制的事项。受“不可抗力事件”影响寻求免除本协议项下的或本协议任何条款项下履行责任的一方应尽快将此项免除责任一事通知另一方并告知其完成履行所要采取的步骤。

- 12.2 受到不可抗力影响的一方不需为此承担在本协议项下的任何责任，但是只有在受影响的一方尽可行之努力而履行协议的条件下，寻求免除责任的一方才可获得对此项责任履行的免除，并且仅以被延迟或受阻碍的那部分履行为限。一旦此类免除责任的原因得到纠正或补救，双方同意以最大努力恢复本协议项下的履行。

13. 协议生效、期限及其他

- 13.1 本协议涉及甲方的书面同意、建议、指定以及其他对乙方日常经营产生重要影响的决定应当由甲方之董事会或不设董事会的情况下的执行董事作出。
- 13.2 本协议由双方于文首标明的日期签署并生效。除非甲方提前解除本协议，否则本协议永久有效。本协议期满前，若甲方提出要求，则双方应根据甲方的要求变更本协议的期限，并依甲方要求另行签署《独家业务合作协议》或继续履行本协议。
- 13.3 在本协议有效期内，乙方不得提前终止本协议。本协议根据下述规定或情况终止：

(1) 若乙方在本协议有效期内破产、清算、终止或依法解散，本协议在其破产、清算、终止或依法解散有效之日终止；

(2) 乙方股东持有的乙方全部股权及/或乙方全部资产已根据乙方股东、乙方与甲方签署的《独家购买权协议》之约定依法转让给甲方和/或甲方指定的一人或多人后终止；

(3) 一旦中国法律允许甲方可以直接持有乙方的股权并且甲方及其子公司、分公司可以合法从事乙方的业务，在甲方或其全资子公司按约定正式登记为乙方唯一股东之日，本协议终止。

尽管有上述规定，甲方有权在任何时候通过提前三十天向乙方发出书面通知的方式终止本协议。

13.4 双方在此确认本协议为双方在平等互利的基础之上达成的公平合理的约定。

如果本协议的任何条款和规定因适用的法律、法规或规章、香港上市规则而被视为非法或不能执行，那么该条款应被视为已从本协议中删除，并且失效，但本协议其他条款仍然有效，并且应被视为从一开始就没有包含该条款。双方应相互协商，以双方都能接受的、合法和有效的条款来取代被视为已删除的条款。

13.5 任一方未能行使本协议项下的任何权利、权力或特权，不得作为其弃权处理。

对任何权利、权力或特权的单项行使或部分行使也不得排除对任何其他权利、

权力或特权的行使。

13.6 双方在此同意并确认，除非得到甲方事先书面同意，乙方不得将其在本协议项下所享有的权利和承担的义务转让给除本协议项下双方之外的任何第三方。乙方在此同意并确认，甲方可在其需要时向其他第三方转让本协议项下的权利和义务；并且，在该等转让发生时，甲方仅需向乙方发出书面通知即可，无需征得乙方的同意。

13.7 本协议应对双方权利义务的合法承继人有法律效力。

13.8 本协议以中文签署，一式肆份，甲方、乙方各执贰份。

(以下无正文)

(此页无正文，为《独家业务合作协议》签署页)



甲方：空山网络科技（上海）有限公司（盖章）

法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be "张九弟", written over a horizontal line.

(此页无正文，为《独家业务合作协议》签署页)

乙方：上海七牛信息技术有限公司 (盖章)



法定代表人或授权代表 (签字):

许永伟

附件一：

咨询和服务内容列表

1. 进行市场调研，并向乙方提供市场营销方面的咨询服务。
2. 提供广告经纪及代理服务。
3. 提供内容搜索、寻找及加工服务。
4. 提供制定中短期市场发展，市场计划服务。
5. 提供管理方面的咨询服务和支持，协助乙方引进先进的管理理念和管理模式。
6. 提供网站建设、网站维护和网络整体的安全服务。
7. 提供业务相关软件、硬件的开发与研究服务。
8. 提供技术开发、技术咨询、技术转让、技术推广服务。
9. 提供知识产权授权许可服务，乙方可通过这些知识产权开展经营活动。
10. 提供其他各项技术服务。
11. 提供公共关系服务。
12. 提供代理销售服务。
13. 在乙方的劳动用工方面提供咨询服务和支持，包括但不限于组织实施对行政人员、管理人员等人员进行培训和考核，协助建立健全的人力资源管理制度和实现人力资源的良好配置。
14. 根据乙方业务的需要，提供相关的行政管理、内部审批监控及资产管理的管理咨询服务。
15. 在中国法律允许的情况下，提供应乙方要求而不时提供的其它服务。

附件二：

服务费的计算和支付办法

- 一、 本协议项下的服务费的计算方式为：在符合中国法律规定的前提下，弥补以前年度亏损（如需要）、在扣除业务经营所需的必要成本、开支及税金等之后，乙方将相当于在不计算本协议项下技术咨询和服务费的情况下的综合税前利润（即乙方及其所有子公司的合并税前利润）的全部金额作为甲方向乙方提供本协议所约定技术咨询和服务的费用支付给甲方，但甲方有权根据其向乙方提供技术咨询和服务的具体情况、乙方的经营状况和乙方发展需求情况调整该等费用的数额。上述费用应当按季度计算和缴纳。
- 二、 甲方按季度汇总服务费，并在任何一个季度开始之日起的三十日内，向乙方发出上一季度的服务费账单，通知乙方。乙方在接到该等通知后十个工作日内将该等服务费付至甲方指定的银行账户。乙方应在款项汇出后将汇出凭证复印件在十个工作日内传真或邮寄至甲方。
- 三、 如果甲方认为由于某种原因致使本附件中约定的服务价格确定机制不能适用而需作调整，乙方应在甲方提出调整收费的书面要求之日后十个工作日内积极并诚信地与甲方进行协商，以确定新的收费标准或机制。甲方在其认为确有必要时亦可以同意乙方延迟向其支付费用。

独家购买权协议

本独家购买权协议（“**本协议**”）由以下各方于 2023 年 5 月 11 日在中国上海市
签署：

甲方：空山网络科技（上海）有限公司

住所：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

法定代表人：许式伟

乙方 1：许式伟

身份证号码：332625197710306638

乙方 2：吕桂华

身份证号码：33262519800814141X

丙方：上海七牛信息技术有限公司

住所：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

法定代表人：许式伟

乙方 1 与乙方 2 合称“**乙方**”，甲方、乙方和丙方以下各称“**一方**”，合称“**各方**”。

鉴于：

1. 乙方合计持有丙方 100%的股权权益（“**丙方股权**”），其中乙方 1 拥有丙方 73.5%股权，乙方 2 拥有丙方 26.5%股权；
2. 乙方有意授予甲方一项购买其所持有丙方的全部或部分股权的不可撤销的、专有的选择权；甲方有意接受该等转让；
3. 丙方有意授予甲方一项购买其所持有的全部或部分资产的不可撤销的、专有的选择权；甲方有意接受该等转让；并且

4. 甲方、乙方与丙方于本协议签署同日单独或共同签署了《独家业务合作协议》等一系列协议。

现各方协商一致，达成如下协议：

第一条 独家购买权

1.1 授予权利

乙方在此不可撤销地且无任何附加条件地授予甲方在中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的购买价格，随时一次或多次从乙方购买或指定一人或多人（以下简称“**被指定人**”，被指定人应为（1）甲方直接或间接股东以及该等股东的直接或间接子公司；（2）甲方、甲方直接或间接股东及其直接或间接子公司的董事中的中国公民）从乙方购买其所持有的丙方的全部或部分股权（无论乙方出资额或持股比例将来是否发生变化，以下简称“**被购买股权**”）的一项不可撤销的独家专有权（以下简称“**股权购买权**”）。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与丙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权并按本协议的约定提供相关配合。本款及本协议所规定的“人”指个人、公司、合营企业、合伙企业、信托或非公司组织。

丙方在此不可撤销地且无任何附加条件地授予甲方在中国法律允许的前提下，在本协议的有效期内，按照本协议第 1.3 条所述的购买价格与甲方自行决定的步骤，随时一次或多次向丙方购买或由被指定人向丙方购买全部或部分资产（该等资产为乙方届时所持丙方股权比例对应的丙方资产，以下简称“**被购买资产**”）（包括但不限于公司目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名等）的不可撤销的独家专有权（“**资产购买权**”，与“**股权购买权**”合称为“**购买权**”）。

购买权为甲方所享有的独家权利，除甲方事先书面同意的情形外，乙方不得向任何其他人全部或部分出售、要约出售、转让、赠与、质押或以任何其它方式处置被购买股权，亦不得授权其他人购买全部或部分被购买股权；丙方亦不得向任何其他人全部或部分出售、要约出售、转让、赠与、质押或以任何其它方式处置被购买资产，亦不得授权其他人购买全部或部分被购买资产。

1.2 行使步骤

甲方行使其股权购买权以符合中国法律和法规的规定为前提，甲方行使股权购买权时，应向乙方发出书面通知（以下简称“**股权购买通知**”），股权购买通知应载明以下事项：（1）甲方关于行使股权购买权的决定；（2）甲方和/或被指定人拟从乙方购买的股权份额（以下简称“**被购买的股权**”）；（3）被购买的股权购买日/股权转让日。乙方在收到股权购买通知后，应依据股权购买通知按本协议第 1.5 条所述方式将被购买的股权转让给甲方和/或被指定人。

甲方行使其资产购买权以符合中国法律和法规的规定为前提，甲方行使资产购买权时，应向丙方发出书面通知（以下简称“**资产购买通知**”），资产购买通知应载明以下事项：（1）甲方关于行使资产购买权的决定；（2）甲方和/或被指定人拟从丙方购买的资产（以下简称“**被购买的资产**”）；（3）被购买的资产购买日/资产转让日。丙方在收到资产购买通知后，应依据资产购买通知按本协议第 1.6 条所述方式将被购买的资产转让给甲方和/或被指定人。

1.3 购买价格

就被购买的股权而言，购买价格应为中国法律所允许的最低买价。如果在甲方行权时中国法律要求评估股权，各方通过诚信原则另行商定，并在评估基础上对该股权买价进行必要调整，以符合当时适用之任何中国法律之要求。

就被购买的资产而言，购买价格应为中国法律允许的最低价格。如果在甲方行权时中国法律要求评估资产，各方通过诚信原则另行商定，并在评估基础上对该资产买价进行必要调整，以符合当时适用之任何中国法律之要求。

- 1.4 乙、丙双方分别向甲方保证，一旦中国法律允许甲方可以直接持有丙方的股权并且丙方可以合法继续从事其业务，甲方有权立即行使本协议项下的全部独家购买权。

1.5 转让被购买的股权

甲方每次行使股权购买权时：

- 1.5.1 乙方应根据甲方的要求，及时作出同意向甲方和（或）被指定人转让股权的股东决定和/或出具同意放弃依据中国法律规定及相关股东之间约定而

享有的任何优先购买权的书面声明；

1.5.2 乙方应与甲方（或，在适用的情况下，为被指定人）按照本协议及股权购买通知的规定，签署股权转让协议；

1.5.3 有关方应签署所有其他所需的协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买的股权的有效所有权转移给甲方和（或）被指定人并使甲方和（或）被指定人成为被购买的股权的登记在册所有人。为本款的目的，“担保权益”包括抵押、质押或其他形式的第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、留置权或其他担保安排等；但为了明确起见，不包括在本协议以及股权质押协议项下产生的任何担保权益。本款及本协议所规定的“股权质押协议”包括甲方、乙方与丙方于本协议签署同签署的《股权质押协议》（“**股权质押协议**”）。

1.5.4 乙方和丙方应采取一切必要的行动，使被购买股权的转让无论在实质上还是在程序上都不受干扰。除本协议中明确规定的条件外，乙方和丙方均不对被购买股权的转让设置任何障碍或限制性条件。

1.6 转让被购买的资产

甲方每次行使资产购买权时：

1.6.1 丙方应根据甲方的要求，及时作出同意向甲方和（或）被指定人转让资产的股东会决议；乙方应根据甲方的要求，在丙方的相应内部决议程序中投票同意丙方向甲方和（或）被指定人转让资产；

1.6.2 丙方应与甲方（或，在适用的情况下，为被指定人）按照本协议及资产购买通知的规定，签署资产转让协议；

1.6.3 有关方应签署所有其他所需的协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买的资产的有效所有权转移给甲方和（或）被指定人并使甲方和（或）被指定人成为被购买的资产的所有人（如需）。为本款的目的，“担保权益”包括抵押、质押或其他形式的第三方权利或权益，任何购买权、收购权、抵销权、留置权或其他担保安排等；但为了明确起见，不包括在本协议以及股

权质押协议项下产生的任何担保权益；

- 1.6.4 乙方和丙方应采取一切必要的行动，使被购买资产的转让无论在实质上还是在程序上都不受干扰。除本协议中明确规定的条件外，乙方和丙方均不对被购买资产的转让设置任何障碍或限制性条件。

1.7 购买价款的支付

甲方应根据第 1.3 条约定的购买价格按各方约定的方式向乙方支付股权购买价款和/或资产购买价款。但无论如何，乙方和/或丙方在此分别及共同不可撤销的承诺在符合当时中国法律法规的规定和政策要求的前提下，甲方因此而支付给乙方和/或丙方的任何价款均应由乙方和/或丙方返还甲方和/或被指定人。如届时中国法律不允许该等返还，则乙方及丙方承诺将以托管的形式为甲方和/或被指定人托管该等款项，并配合甲方和/或被指定人签署托管协议或其他相关法律文件。在依据中国法律对购买价进行必要的税务代扣代缴以后，购买价由甲方在被购买的股权和/或被购买的资产正式转让至甲方和/或被指定人名下之日起七（7）个工作日内支付至乙方和/或丙方指定的账户。

第二条 有关股权的承诺

2.1 乙方（作为丙方的股东）和丙方分别承诺如下：

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；
- 2.1.2 按照良好的商业标准及惯例，保持其公司的有效存续，审慎地及有效地经营其业务和处理公司事务；
- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方及其子公司的任何资产、业务或收入的合法或受益权益（除日常业务经营所需之外），或允许在其上设置任何其他担保权益；
- 2.1.4 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算；在发生清算后，乙方不可撤销地承诺在符合届时中国法律的规定和要求的前提下，乙方将向甲方或甲方指定的一方全额支付其所收取的任何剩余残值，

或促使发生该等支付行为，并且甲方或被指定人应以无偿或以当时中国法律允许的最低价格获取该等剩余残值。如中国法律禁止该等支付，则乙方承诺将以托管的形式为甲方托管该等款项，并配合甲方签署托管协议或其他相关法律文件；

- 2.1.5 未经甲方的事先书面同意，不发生、不承继、不保证或不容许存在任何债务，但（1）正常或日常业务过程中产生而不是通过借款方式产生的合法债务，和（2）已向甲方披露和得到甲方书面同意的债务除外；
- 2.1.6 一直在正常业务过程中经营所有业务，以保持丙方及其子公司的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；
- 2.1.7 未经甲方的事先书面同意，丙方及其子公司不得签署任何重大协议（包括但不限于贷款、对外担保、财产处分等会给公司带来负债或实质不利影响的协议），但在正常业务过程中签署的协议除外（就本段而言，如果一份协议的价值超过人民币 100 万元，即被视为重大协议）；
- 2.1.8 未经甲方的事先书面同意，丙方及其子公司不向任何人提供贷款、担保或信贷；
- 2.1.9 应甲方要求，向其提供所有关于丙方及其子公司的营运和财务状况的资料；
- 2.1.10 在可能实现的情况下，丙方应从甲方认可的保险公司处购买和一直持有保险，维持的保险金额和险种应与在同一地区经营类似业务和拥有类似财产或资产的公司通常投保的金额和险种一致；
- 2.1.11 未经甲方的事先书面同意，丙方及其子公司不得与任何人合并或联合，或收购任何人或向任何人投资；
- 2.1.12 立即通知甲方发生或可能发生与丙方或其子公司资产、业务和收入有关的诉讼、仲裁或行政程序，并根据甲方的合理要求采取一切必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；
- 2.1.13 为保持丙方及/或其子公司对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；

2.1.14 未经甲方事先书面同意，不得以任何形式派发股息、红利或分配任何资产给各股东，如乙方取得任何上述利益，应在三个工作日内通知甲方并立即将有关利益无偿转让给甲方；及

2.1.15 根据甲方的要求，委任由甲方指定的任何人士出任丙方的董事和/或执行董事、总经理、财务总监及其他高级管理人员。

2.2 乙方承诺如下：

2.2.1 乙方将在签署本协议的同时与甲方签署股权质押协议，将其持有的丙方全部股权以第一顺位优先质押的方式质押给甲方并完成股权质押登记手续；

2.2.2 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置任何丙方股权的合法或受益权益，或允许在其上设置任何其他担保权益，但根据本协议产生的担保权益及根据股权质押协议在乙方的股权上设置的质押则除外；若甲方事先书面同意的，乙方如出售、转让或以其他方式处置其拥有的丙方的股权的任何合法或受益权益，其取得的对价收益应当全部转付予甲方（除根据借款协议首先用于偿还该笔借款外）；

2.2.3 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权益，或允许在其上设置任何其他担保权益，但批准根据本协议产生的担保权益以及股权质押协议在丙方股权上设置的质押则除外；

2.2.4 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事不批准丙方在未经甲方的事先书面同意的情况下，与任何人合并或联合，或收购任何人或向任何人投资；

2.2.5 立即通知甲方已经发生或可能发生任何关于其所拥有的丙方股权的诉讼、仲裁或行政程序，并根据甲方的合理要求采取一切必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；

2.2.6 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事表决赞成本协议规定的被购买的股权的转让并且应甲方之要求采取其他任何行

动;

- 2.2.7 为保持其对股权的所有权, 签署所有必要或适当的文件, 采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩;
- 2.2.8 经甲方随时要求, 应向甲方或其指定的人在任何时间无条件地并立即转让其股权和/或资产;
- 2.2.9 同意签署一份令甲方满意的不可撤销的授权委托书, 将其作为丙方股东的全部权利授权给甲方及/或被指定人代为行使;
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签署的其他协议的各项规定, 切实履行该等协议项下的各项义务, 并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下或本协议各方签署的股权质押协议项下或对甲方的授权委托书中的股权, 还留存有任何权利, 除非甲方书面指示, 否则乙方仍不得行使该权利;
- 2.2.11 根据甲方的要求, 委任由甲方指定的任何人士出任丙方的董事和/或执行董事, 并促使委任甲方指定的任何人士出任总经理、财务总监及其他高级管理人员;
- 2.2.12 如乙方从丙方取得任何利润、股息、分红、清算所得和/或分配任何资产, 应在三个工作日内通知甲方并立即将有关利益无偿转让给甲方或甲方指定的任何人。

第三条 陈述和保证

- 3.1 乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及个别陈述和保证如下:
 - 3.1.1 其具有签署和交付本协议和其为一方的、根据本协议为每一次转让被购买的股权或被购买资产而签署的任何股权转让协议和/或资产购买协议(以下合称“**转让协议**”), 以及履行其在本协议和任何转让协议项下的义务的权利和能力。本协议和其为一方的各转让协议一旦签署后, 将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

- 3.1.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；
- 3.1.3 无论是本协议或任何转让协议的签署和交付还是其在本协议或任何转让协议项下的义务的履行均不会：（1）导致违反任何有关的中国法律及香港法律、法规或规章（包括但不限于《香港联合交易所有限公司证券上市规则》（“**香港上市规则**”）；（2）与其章程或其他组织文件相抵触；（3）导致违反其为一方或对其有约束力的任何协议或文据，或构成其为一方或对其有约束力的任何协议或文据项下的违约；（4）导致违反有关向其颁发的任何许可或批准的授予和（或）继续有效的任何条件；或（5）导致向其颁发的任何许可或批准中止或被撤销或附加条件；
- 3.1.4 乙方对其在丙方拥有的股权或所有资产拥有良好的和可出售的所有权。乙方在上述资产或股权上没有设置任何担保权益，但根据本协议所产生的担保权益以及根据股权质押协议在丙方股权上设置的质押则除外；
- 3.1.5 丙方对其所有资产拥有良好和可出售的所有权。丙方在上述资产上没有设置任何担保权益；
- 3.1.6 丙方没有任何未偿还债务，但（1）在其正常的业务过程中发生的合法债务，及（2）已向甲方披露及经甲方书面同意的债务除外；
- 3.1.7 丙方遵守适用于购买权的所有法律和法规；
- 3.1.8 目前没有正在进行或悬而未决或可能发生的与丙方股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。
- 3.2 乙方向甲方保证，其已经做出一切妥善安排并签署一切需要的文件，保证在其破产、死亡、丧失行为能力、结婚、离婚或发生其他可能影响其行使股东权利的情形时，其继承人、债权人等可能因此取得股权或相关权利的人，不能影响或阻碍本协议的履行；因此取得股权或相关权利的主体将被视为本协议的签署一方，继承/承担其在本协议下的所有权利与义务。
- 3.3 如果丙方或其子公司应中国法律要求解散或清算，甲方在中国法律许可的范围内有权委任清算人管理丙方或其附属公司所有资产，丙方或其子公司应在中国法律许可的范围内，按中国法律允许的最低价格将其所持有的全部或部分资产（该等

资产为乙方所持丙方股权比例对应的丙方资产) 出售予甲方或甲方指定的其他适格主体。丙方或其子公司在届时有效的中国法适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务; 任何该交易产生之收益应在届时有效的中国法适用的范围内, 作为《独家业务合作协议》下之服务费之一部分而支付予甲方或甲方指定的适格主体。

- 3.4 乙方不得对外签署任何与丙方或甲方及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺; 乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生), 则乙方应在甲方或其被指定人同意的前提下尽可能及时采取措施消除。如乙方拒绝采取消除利益冲突的措施, 甲方有权行使本协议项下的购买权。
- 3.5 非经甲方书面同意, 乙方不得以任何方式直接或间接参与、从事与丙方及其控制的子公司业务存在或可能存在竞争的业务, 或受聘于经营与丙方及其控制的子公司业务存在或可能存在竞争业务的相关实体或持有该等实体的权益、资产, 甲方有权最终决定乙方是否存在或可能存上述情形。
- 3.6 各方分别向另一方保证, 一旦中国法律允许且质权人决定按照本协议购买所有乙方所持有的丙方全部股权, 各方将立即解除本协议。

第四条 生效日

本协议于各方签署本协议之日生效(以下简称“**生效日**”), 有效期至乙方持有任何丙方股权及/或乙方所持丙方股权对应的丙方的全部资产均根据本协议的约定依法转让至甲方及/或被指定人名下后终止。尽管有上述规定, 甲方始终有权在任何时候提前三十(30)天向乙方、丙方发出书面通知解除本协议, 且甲方无需就单方解除本协议的行为承担任何违约责任。

第五条 适用法律与争议的解决

5.1 适用法律

本协议的签署、有效性、履行、修改、终止和解释, 以及争议的解决在各个方面均受中国法律管辖, 并根据中国法律作出解释。

5.2 争议的解决

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后三十（30）天内争议仍然得不到解决，则任何一方均可将有关争议提交给上海国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁地点为上海，仲裁使用之语言为中文。仲裁裁决是终局性的，对各方均有约束力。

仲裁进行期间，除提交仲裁的争议事项或义务外，双方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予甲方适当的法律救济，包括限制丙方的业务经营，就丙方的股权或资产实施限制、禁止或责令进行转让或处置，对丙方进行清算等。

在等待组成仲裁庭期间及在适当情况下，协议双方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括甲方关联的拟/已上市公司注册成立地的法院、丙方注册成立地的法院、或丙方或甲方主要资产所在地的法院）应当为上述目的被视为具有管辖权。

第六条 税款、费用

每一方应各自承担根据中国法律因准备和签署本协议和各转让协议以及完成本协议和因转让协议拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册税、花费和费用。

第七条 通知

本协议要求任何一方或公司发出的通知或其他通讯，应用中文书写，并用专人递送或用信函或传真发至其他方在下列的地址或其他方不时通知该方的其他指定地址。通知被视为实际送达的日期，应按如下确定：（1）专人递送的通知，专人递送当日即视为已实际送达；（2）用信函发出的通知、则在邮资付讫的航空挂号信寄出日（在邮戳上标明）后的第十（10）天，即视为已实际送达，或在送交国际承认的专递服务机构后的第四（4）天，即视为已实际送达；以及（3）用传真发

送的通知，在有关文件的传送确认单上所显示的接收时间视为已实际送达。

甲方：空山网络科技（上海）有限公司

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

收件人：许式伟

乙方 1：许式伟

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

乙方 2：吕桂华

地址：上海市青浦区盈港东路 2655 弄 76 号

丙方：上海七牛信息技术有限公司

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

收件人：许式伟

第八条 保密责任

各方同意，一方因履行本协议而从他方取得、了解或接触到的任何资料和信息均为保密信息，对提供方均具有重要经济及商业价值（“**保密信息**”），但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，双方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、香港上市规则、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向本协议当事人之外的任何第三方泄露、给予或转让保密信息。

本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

第九条 进一步保证

各方同意迅速签署为执行本协议的各项规定和实现本协议目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和实现本协议的目的而采取合理需要的或对其有利的进一步行动。

第十条 其他

10.1 修改与补充

对本协议作出修订、修改与补充，必须经各方签署书面协议。

10.2 法律和法规的遵守

各方应遵守并确保各方的经营完全遵守中国正式公布并可公开得到的所有法律和法规。

10.3 完整协议

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议及其附件构成本协议各方就本协议标的物所达成的完整协议，取代在此之前就本协议标的物所达成的所有口头或书面的协商、陈述和协议。

10.4 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

10.5 语言

本协议以中文书就，一式肆份，各方各持壹份，每份具有相同的法律效力。

10.6 可分割性

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相同或相似。

10.7 继任者

本协议对各方的继任者和各方所允许的受让方应具有约束力并对其有效。

10.8 继续有效

10.8.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

10.8.2 本协议第 5、7、8 条和 10.8 条的规定在本协议终止后继续有效。

10.9 弃权

任何一方可以对本协议的条款和条件作出弃权，但必需经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

10.10 权利转让

未经甲方事先书面同意，丙方及/或乙方不得向任何第三方转让其在本协议下的任何权利及/或义务。

(以下无正文)

(本页无正文，为《独家购买权协议》签署页)



甲方：空山网络科技（上海）有限公司（盖章）

法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be '许伟' (Xu Wei), written over a horizontal line.

(本页无正文，为《独家购买权协议》签署页)

乙方 1: 许式伟

(签字) : 许式伟

乙方 2: 吕桂华

(签字) : 吕桂华

(本页无正文，为《独家购买权协议》签署页)

丙方：上海七牛信息技术有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, appearing to be "何光伟", written over a horizontal line.

授权委托书

本人许式伟，为上海七牛信息技术有限公司（“**目标公司**”）的股东，持有目标公司 73.5%的股权，中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）公民，身份证号码为 332625197710306638，就本人目前及未来所持目标公司所有股权（“**本人股权**”），特此无条件且不可撤销地授权空山网络科技（上海）有限公司（“**WFOE**”）或 WFOE 指定的其他人士及其职责承继人（包括承继其职责的清算人）（“**被授权人**”，被授权人应为中国公民或法人，为免疑义，前述中国公民或法人不包括本人且不应属于《香港联合交易所有限公司证券上市规则》所定义的“联系人”）在本授权委托书的有效期限内行使如下权利：

授权被授权人作为本人唯一的排他的代理人就有关本人股权的事宜以本人的名义全权代表本人行使包括但不限于如下的权利：（1）参加目标公司的股东会，并代表本人签署有关股东会记录、股东会决议或其他股东会相关法律文件；（2）行使按照法律和目标公司的章程规定本人所享有的全部股东权利，包括但不限于股东表决权、出售或转让或质押或处置本人股权的全部或任何一部分的权利、决定目标公司的增资、减资、合并、分立、股权转让等事项、决定目标公司的经营方针和投资计划、决定目标公司的财务预算决算及分配方案、决定处置目标公司的任何资产、批准目标公司年度预算或宣布分红、决定解散和清算目标公司、指定和委派目标公司的清算组成员、批准目标公司清算方案和清算报告等；（3）作为本人的授权代表指定和选举目标公司的法定代表人、董事长、董事（或执行董事）、监事、总经理以及其他高级管理人员；（4）签署文件、会议记录及在相关公司注册登记的市场监督管理部门存档文件、留存签署文件（包括但不限于会议记录和决议），以及以本人的名义代表本人签署、行使与目标公司股权有关的股东权利的文件及在相关市场监督管理部门存档文件；（5）代表目标公司的登记股东就目标公司在其破产时行使表决权；及（6）其他适用的中国法律及目标公司章程（及章程修正案）规定的任何股东权利等。

除本授权委托书另有约定外，被授权人有权划拨、使用或以其他方式处置由本人股权产生的现金股息红利及其他非现金收益。

除本授权委托书另有约定外，被授权人就本人股权的一切行为均可依照被授权人自身的判断做出而无需本人的任何口头或书面的指示。

被授权人将有权在授权范围内代表本人签署《独家购买权协议》（本人应要求作为协议方）中约定的转让合同，如期履行本人作为合同一方的与本授权委托书同中签

署的《股权质押协议》和《独家购买权协议》，该权利的行使将不对本授权形成任何限制。

被授权人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

被授权人有转委托权，经提前五（5）日以书面形式通知本人，被授权人有权就上述事项的办理以及本人股权的行使自行再委托其他个人或单位而不必获得本人的同意。

在本人为目标公司的股东期间，本授权委托书不可撤销并持续有效，自本授权委托书签署之日起算。一旦 WFOE 书面通知本人全部或部分终止本授权委托书，本人将立即收回在此向 WFOE 及相关主体做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对 WFOE 提名的其他人士作出与本授权委托书内容相同的授权和委托。本授权委托书在下列情况下自动终止：（a）一旦中国法律允许 WFOE 可以直接持有目标公司的股权并且 WFOE 及其子公司、分公司可以合法从事目标公司的业务，在 WFOE 或其全资子公司按约定正式登记为目标公司唯一股东之日；或（b）WFOE 或被指定人按照《独家购买权协议》的规定购买目标公司所有股权及资产，并且利用目标公司资产合法地从事目标公司的业务。

本授权委托书有效期内，本人特此放弃已经通过本授权委托书授权给被授权人的与本人股权有关的所有权利，不再自行行使该等权利，亦不会授权除被授权人外任何第三方本授权委托书项下的权利或其他类似权利。

就本授权委托书项下授权事宜，本人特此承诺并保证：

（1）本人在本授权委托书项下的授权并不会引致本人与 WFOE 及 / 或被授权人实际或潜在的利益冲突。如本人和目标公司与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，本人将会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人身兼 WFOE 或 WFOE 之境外母公司的董事（或执行董事）、高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 的指示授权除本人外的其他（非同时为目标公司股东）董事（或执行董事）、高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与目标公司或 WFOE 及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单

方决定该等利益冲突是否产生)，则本人应在 WFOE 或其被指定人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使《独家购买权协议》项下的购买权。

(2) 在目标公司破产、清算、解散或终止的情况下，本人在目标公司破产、清算、解散或终止后获得的所有资产包括目标公司股权将以无偿或以当时中国法律允许的最低价格转让予 WFOE（如中国法律禁止该等支付，则本人承诺将以托管的形式为 WFOE 托管该等款项，并配合 WFOE 签署托管协议或其他相关法律文件），或者由届时的清算人基于保护 WFOE 直接或间接股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。

(3) 在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使其持有的目标公司股权的情况下，本人将确保本人的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）或当时目标公司股权的股东或受让人出具与本授权委托书一样的授权委托书，承继 / 承担本人在本授权书下的所有权利与义务。

(4) 经提前五 (5) 日以书面形式通知本人，WFOE 有权自行决定向任何其他人士或实体转授权或转让其与上述事项有关的权利而不必获得本人的同意。

本人确认本人配偶（如适用）知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股份是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股份，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的目标公司股份为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

如监管机构要求本人就本授权委托书及本人于 2023 年 5 月 11 日签署的一系列控制性协议的内容作出修改，本人将无条件及适时地全面配合。

如本授权委托书的部分内容因法律的强制性规定无效或不可执行，其他授权内容将继续有效。

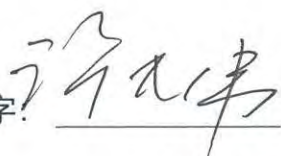
凡因执行本授权委托书所发生的或与本授权委托书有关的一切争议，本人及被授权人有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有效的仲裁程序和

规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。在等待组成仲裁庭期间及在适当情况下，本人及/或授权人均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就对方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，本人及/或被授权人均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括 WFOE 关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或 WFOE 或目标公司主要资产所在地的法院）应当为上述目的被视为具有管辖权。仲裁期间，除本公司及被授权人有争议且在仲裁的部分外，本授权委托书应持续有效。

本授权委托书自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《授权委托书》的签字页)

签字! 

2023年5月11日

授权委托书

本人吕桂华，为上海七牛信息技术有限公司（“**目标公司**”）的股东，持有目标公司 26.5%的股权，中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）公民，身份证号码为 33262519800814141X，就本人目前及未来所持目标公司所有股权（“**本人股权**”），特此无条件且不可撤销地授权空山网络科技（上海）有限公司（“**WFOE**”）或 WFOE 指定的其他人士及其职责承继人（包括承继其职责的清算人）（“**被授权人**”，被授权人应为中国公民或法人，为免疑义，前述中国公民或法人不包括本人且不应属于《香港联合交易所有限公司证券上市规则》所定义的“联系人”）在本授权委托书的有效期限内行使如下权利：

授权被授权人作为本人唯一的排他的代理人就有关本人股权的事宜以本人的名义全权代表本人行使包括但不限于如下的权利：（1）参加目标公司的股东会，并代表本人签署有关股东会记录、股东会决议或其他股东会相关法律文件；（2）行使按照法律和目标公司的章程规定本人所享有的全部股东权利，包括但不限于股东表决权、出售或转让或质押或处置本人股权的全部或任何一部分的权利、决定目标公司的增资、减资、合并、分立、股权转让等事项、决定目标公司的经营方针和投资计划、决定目标公司的财务预算决算及分配方案、决定处置目标公司的任何资产、批准目标公司年度预算或宣布分红、决定解散和清算目标公司、指定和委派目标公司的清算组成员、批准目标公司清算方案和清算报告等；（3）作为本人的授权代表指定和选举目标公司的法定代表人、董事长、董事（或执行董事）、监事、总经理以及其他高级管理人员；（4）签署文件、会议记录及在相关公司注册登记的市场监督管理部门存档文件、留存签署文件（包括但不限于会议记录和决议），以及以本人的名义代表本人签署、行使与目标公司股权有关的股东权利的文件及在相关市场监督管理部门存档文件；（5）代表目标公司的登记股东就目标公司在其破产时行使表决权；及（6）其他适用的中国法律及目标公司章程（及章程修正案）规定的任何股东权利等。

除本授权委托书另有约定外，被授权人有权划拨、使用或以其他方式处置由本人股权产生的现金股息红利及其他非现金收益。

除本授权委托书另有约定外，被授权人就本人股权的一切行为均可依照被授权人自身的判断做出而无需本人的任何口头或书面的指示。

被授权人将有权在授权范围内代表本人签署《独家购买权协议》（本人应要求作为协议方）中约定的转让合同，如期履行本人作为合同一方的与本授权委托书同中签

署的《股权质押协议》和《独家购买权协议》，该权利的行使将不对本授权形成任何限制。

被授权人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

被授权人有转委托权，经提前五（5）日以书面形式通知本人，被授权人有权就上述事项的办理以及本人股权的行使自行再委托其他个人或单位而不必获得本人的同意。

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本授权委托书有效期内，本人特此放弃已经通过本授权委托书授权给被授权人的与本人股权有关的所有权利，不再自行行使该等权利，亦不会授权除被授权人外任何第三方本授权委托书项下的权利或其他类似权利。

就本授权委托书项下授权事宜，本人特此承诺并保证：

（1）本人在本授权委托书项下的授权并不会引致本人与 WFOE 及 / 或被授权人实际或潜在的利益冲突。如本人和目标公司与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，本人将会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人身兼 WFOE 或 WFOE 之境外母公司的董事（或执行董事）、高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 的指示授权除本人外的其他（非同时为目标公司股东）董事（或执行董事）、高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与目标公司或 WFOE 及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单

方决定该等利益冲突是否产生)，则本人应在 WFOE 或其被指定人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使《独家购买权协议》项下的购买权。

(2) 在目标公司破产、清算、解散或终止的情况下，本人在目标公司破产、清算、解散或终止后获得的所有资产包括目标公司股权将以无偿或以当时中国法律允许的最低价格转让予 WFOE（如中国法律禁止该等支付，则本人承诺将以托管的形式为 WFOE 托管该等款项，并配合 WFOE 签署托管协议或其他相关法律文件），或者由届时的清算人基于保护 WFOE 直接或间接股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。

(3) 在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使其持有的目标公司股权的情况下，本人将确保本人的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）或当时目标公司股权的股东或受让人出具与本授权委托书一样的授权委托书，承继 / 承担本人在本授权书下的所有权利与义务。

(4) 经提前五 (5) 日以书面形式通知本人，WFOE 有权自行决定向任何其他人士或实体转授权或转让其与上述事项有关的权利而不必获得本人的同意。

本人确认本人配偶（如适用）知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股份是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股份，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的目标公司股份为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

如监管机构要求本人就本授权委托书及本人于____年__月__日签署的一系列控制性协议的内容作出修改，本人将无条件及适时地全面配合。

如本授权委托书的部分内容因法律的强制性规定无效或不可执行，其他授权内容将继续有效。

凡因执行本授权委托书所发生的或与本授权委托书有关的一切争议，本人及被授权人有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有效的仲裁程序和

规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。在等待组成仲裁庭期间及在适当情况下，本人及/或授权人均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就对方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，本人及/或被授权人均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括 WFOE 关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或 WFOE 或目标公司主要资产所在地的法院）应当为上述目的被视为具有管辖权。仲裁期间，除本公司及被授权人有争议且在仲裁的部分外，本授权委托书应持续有效。

本授权委托书自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《授权委托书》的签字页)

签字: 
2023年5月11日

股权质押协议

本股权质押协议（“**本协议**”）由以下各方于 2022 年 5 月 11 日在中国上海签署：

甲方：空山网络科技（上海）有限公司（“质权人”）

住所：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

法定代表人：许式伟

乙方 1：许式伟

身份证号码：332625197710306638

乙方 2：吕桂华

身份证号码：33262519800814141X

丙方：北京空山信息技术有限公司（“目标公司”）

住所：北京市朝阳区广渠路 28 号院 401 号楼(劲松孵化器 2181 号)

法定代表人：许式伟

乙方 1 与乙方 2 合称“**出质人**”，出质人、质权人和目标公司以下各称“**一方**”，合称“**各方**”。

鉴于：

1. 目标公司是一家根据中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）法律在中国北京注册成立的有限责任公司。于本协议签署日，出质人合计持有目标公司 100% 的股权，

其中乙方 1 拥有目标公司 73.5%股权，乙方 2 拥有目标公司 26.5%股权；

2. 质权人是一家根据中国法律在中国上海注册的外商独资企业；
3. 质权人与目标公司于本协议签署之日签订了《独家业务合作协议》(该协议及其不时修订，下称“**业务合作协议**”)；本协议各方于本协议签署之日签署了一份独家购买权协议(该协议及其不时修订，下称“**独家购买权协议**”)；出质人于本协议签署之日分别签署了授权委托书(该授权委托书及其不时修订，下称“**授权委托书**”，与业务合作协议、独家购买权协议合称“**主协议**”)。

为了保证出质人及目标公司履行主协议项下的义务并且保证质权人能够按时足额自目标公司收取业务合作协议项下的服务费，出质人愿意以其在目标公司中持有的全部股权向质权人提供质押担保。出质人与质权人经协商，特签订本协议。

1. 定义

除非本协议另有规定，下列词语含义为：

- 1.1 质权：指本协议第 2 条所列的全部内容。
- 1.2 质押股权：指出质人现在和将来在目标公司中合法持有的全部股权，于本协议签署日即目标公司 100%的股权。
- 1.3 质押期限：指本协议第 3 条规定的期间。

1.4 违约事件：指本协议第 7.1 条所列情况。

1.5 违约通知：指质权人根据本协议发出的宣布出质人违约事件的通知。

2. 质权

2.1 为担保质权人因出质人和/或目标公司的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失，出质人及目标公司按时、足额履行主协议项下的所有义务（“**担保债务**”），包括但不限于目标公司向质权人支付主协议中规定的咨询和服务费（无论该等费用的到期应付是由于到期日的到来、提前收款的要求或其它原因），出质人特此将其现有及将拥有的目标公司的全部股权权益质押给质权人，并赋予质权人第一顺位受偿权。

2.2 质权系指质权人所享有的，以出质人质押给质权人的质押股权折价、拍卖或变卖该股权的价款优先受偿的权利。

2.3 在本协议有效期内，质权人对质押股权的价值损失不承担任何责任，出质人亦无权要求或以任何方式要求质权人就此类损失进行赔偿，除非这种损失是由质权人故意或重大过失而造成的。

2.4 根据上述第 2.3 条的规定，在质押财产价值存在任何可能的明显损失，足以威胁质权人相关利益的情况下，质权人可以代表出质人在任何时候拍卖或变卖质押股权，并将拍卖或出售所得作为与出质人协议的保证债务提前偿还，或将其所得交给质权人所在地公证机构委托保管（由此产生的任何费用应由出质人承担）。

- 2.5 各方确认,一旦目标公司的股权价值增长,包括但不限于目标公司通过收购其他公司的股权使质押股权增值,或通过获得重大资产等方式使质押股权增值,质权人行使质权时,将不依据本协议签署时目标公司股权的价值享有优先受偿权,而将依据行使质权时目标公司的股权价值享有优先受偿权。

3. 质押登记及期限

- 3.1 本质权自本协议项下股权出质在相应的市场监督管理部门登记之日起生效,质权有效期持续到主协议因到期失效或者提前终止,且主协议项下所有出质人欠付质权人的款项结清为止或质权人已按本协议的约定实现其质权为止。各方同意,在本协议签署之日,出质人和目标公司应将本协议的质权登记在目标公司股东名册上,并在本协议签署之日后尽快向相应的市场监督管理部门申请登记本协议项下的质权;出质人和目标公司应当按照中国法律法规和有关市场监督管理部门的各项要求,提交所有必要的文件并办理所有必要手续。

如质押记载事项发生变化(如有),依法需进行变更记载的,经质权人书面同意,目标公司应在记载事项发生变更之日后尽快作相应变更记载,并提交相关的变更登记文件及在市场监督管理部门办理相关变更登记手续(如需),并从该机关取得该等变更登记的书面证明并提供该等书面证明予质权人。

- 3.2 质押期限内,若出质人未按主协议约定向质权人履行义务,质权人有权

但无义务按本协议以及有关中国法律法规的规定行使或处置质权。

4. 质权凭证的保管

4.1 在本协议规定的质押期限内，目标公司应将股权出资证明书、由法定代表人签署并盖公章的股东名册以及有关股权质押的工商登记证明文件交付质权人，并由质权人在本协议规定的质押期限内保管。

4.2 质权人有权收取并拥有自本协议签署之日起至质押期限终止之日止质押股权所产生的全部股息红利等现金收益及全部非现金收益或其他可分配利益。自本协议签署之日起至质押期限终止之日止，若出质人收到任何质押股权产生的股息或红利的，应在收到的当天支付给质权人。

5. 出质人和目标公司的声明和保证

5.1 目标公司是根据中国法律适当注册并合法存续的有限责任公司；

5.2 出质人是质押股权合法的所有人。

5.3 在任何时候，一旦质权人根据本质押协议行使质权人的权利，不应有来自任何其他方的干预。

5.4 质权人有权以本协议规定的方式处分并转让质权。

5.5 除本质权及依据独家购买权协议赋予质权人的独家购买权之外，出质人未在质押股权上设置任何其他质押权利或任何其他类型的第三方权利。

5.6 任何第三人的同意、许可、弃权或授权，任何政府部门的批准、许可、

豁免，或任何与履行本协议有关政府部门的登记或备案手续（如需）已经办理齐全，并在本协议期限内是完全有效的。

5.7 所有取得质押股权相关的税款和费用已由出质人全部付清。

5.8 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律；(ii)与目标公司章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

6. 出质人和目标公司的承诺

6.1 在本协议存续期间，出质人向质权人承诺，出质人将：

6.1.1 除履行独家购买权协议及本协议外，未经质权人事先书面同意，不得转让质押股权，不得在质押股权上设立或允许存在任何可能影响质权人权利和利益的任何质押或其他形式的担保；

6.1.2 遵守并执行权利质押的相关法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于三（3）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；

- 6.1.3 将任何可能导致对质押股权或其任何部分的权利产生影响的事件或收到的通知，以及可能改变出质人在本协议中的任何保证、义务、或对出质人履行其在本协议中义务可能产生影响的任何事件或收到的通知及时通知质权人；
- 6.1.4 未经质权人事先书面同意，不得以任何形式补充、更改或修改目标公司的公司章程文件，增加或减少其注册资本，或以其他方式改变目标公司的股权结构。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权。
- 6.2 出质人同意，质权人按本协议之条款行使质权时，不应受到出质人或出质人的权利义务承继人或出质人之委托人或任何其他人通过法律程序的中断或妨害。
- 6.3 出质人向质权人保证，为保护或完善本协议对主协议项下目标公司向质权人按期足额支付服务费，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人要求的行为，并为本协议赋予质权人之权利的行使提供便利，与质权人或其指定的人（自然人或法人）签署所有的有关股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。
- 6.4 出质人向质权人保证，为了质权人的利益，出质人将遵守、履行所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。

- 6.5 如有法律改变或要求, 出质人将尽其最大努力完成所有要求的法律程序, 包括但不限于市场监督管理部门登记, 以使得该质押持续有效, 并能充分对抗第三人。
- 6.6 出质人向质权人保证, 其已经做出一切妥善安排并签署一切需要的文件, 保证在其去世、丧失行为能力、破产、结婚、离婚或发生其他可能影响其行使股东权利的情形时, 其继承人、监护人、债权人、配偶等可能因此取得股权或相关权利的人, 不能影响或阻碍本协议的履行。
- 6.7 如果发生目标公司应中国法律要求解散或清算的情形, 目标公司及出质人应在中国法律许可的范围内, 按中国法律允许的最低价格将其所有的资产包括股权以无偿或以当时中国法律允许的最低价格转让予质权人, 或者由届时的清算人基于保护质权人之境外直接或间接母公司的股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。如中国法律禁止该等支付, 则出质人承诺将以托管的形式为质权人托管该等款项, 并配合质权人签署托管协议或其他相关法律文件。
- 6.8 各方分别向另一方保证, 一旦中国法律允许且质权人决定按照各方签署的独家购买权协议购买所有出质人所持有的目标公司全部股权, 各方将立即解除本协议。

7. 违约事件

- 7.1 非因法律变化或不可抗力因素, 下列事项均被视为违约事件:

- 7.1.1 出质人及/或目标公司未能按期、完整履行任何主协议项下责任,包括但不限于目标公司未能按期足额支付主协议项下的应付的咨询服务费等费用或有违反该协议其他义务的行为;
- 7.1.2 出质人在本协议第 5 条所作的任何声明或保证有实质性的误导或错误, 和/或出质人违反本协议第 5 条的声明和保证;
- 7.1.3 出质人和/或目标公司违反本协议第 6 条中的任何承诺;
- 7.1.4 出质人和/或目标公司违反本协议的任何条款;
- 7.1.5 除本协议第 6.1.1 条的规定外, 出质人舍弃出质的股权或未获得质权人书面同意而擅自转让或意图转让或以其他方式处分出质的股权;
- 7.1.6 出质人本身对外的任何借款、担保、赔偿、承诺或其他偿债责任
 - (1) 因违约被要求提前偿还或履行; 或 (2) 已到期但不能如期偿还或履行, 致使质权人认为出质人履行本协议项下的义务的能力已受到影响;
- 7.1.7 出质人不能偿还一般债务或其他欠债;
- 7.1.8 因有关法律颁布使得本协议不合法或出质人不能继续履行本协议项下的义务, 能够通过补救而出质人拒绝补救致使本协议无法履行;
- 7.1.9 如果本协议可被执行或使之合法或生效所须之一切政府部门同

意、许可、批准或授权被撤回、中止、失效或有实质性修改，能够进行补救而出质人拒绝补救；

7.1.10 出质人所拥有的财产出现不利变化，致使质权人认为出质人履行本协议项下的义务的能力已受到影响；

7.1.11 出质人的权利义务承继人或代管人只能履行部分或拒绝履行任何主协议项下的服务费支付义务；

7.1.12 非因法律强制性规定，质权人不能行使处分质权的其他情况。

7.2 如知道或发现本条第 7.1 款所述的任何事项或可能导致上述事项的事件已经发生，出质人和目标公司应立即以书面形式通知质权人。

7.3 除非本条第 7.1 款所列的违约事项已在质权人感到满意的情况下获得圆满解决，否则质权人可在出质人违约事项发生时或发生后的任何时间以书面形式向出质人发出违约通知，要求目标公司立即支付任何主协议项下的款项或者按本协议第 8 条的规定处分质权。为避免歧义，各方一致同意，出质人在本协议项下承担的违约责任赔偿金额以该出质人所持的全部质押股权的全部价值为限。

8. 质权的行使

8.1 在主协议因到期失效或者提前终止，且任何主协议项下质权人应得的款项未全部足额支付前，未经质权人书面同意，出质人不得转让其拥有的目标公司的股权及与该股权相关的任何权益。

- 8.2 质权人行使质权时应向出质人发出违约通知。
- 8.3 受限于第 8.2 款的规定，质权人可在按第 8.2 款发出违约通知的同时或在发出违约通知之后的任何时间里对质权行使处分的权利。质权人决定行使处分质权的权利时，出质人即不再拥有任何与股权有关的权利和利益。
- 8.4 质权人有权按照法定程序以本协议项下的全部或部分股权折价，或以拍卖、变卖该股权的价款优先受偿，直到全部偿还任何主协议项下的担保债务，质权人不应为其合理行使的权利所导致的任何损失承担责任。
- 8.5 质权人依照本协议处分质权时，出质人不得设置障碍，并应予以必要的协助，以使质权人实现其质权。质权人亦有权以书面方式指定其律师或其他代理人行使其质权，出质人或目标公司对此均不得提出异议。
- 8.6 在出质人违约时，在法律许可的范围内并根据有关法律的规定，质权人有权按照法定程序处置质押股权，对于处置所得，质权人无需给出质人；出质人特此放弃其可能拥有的能向质权人要求任何质押股权处置所得的权利。同样，如果质权人在该质押股权处置后仍未能就主协议下的服务费完全受偿，出质人将不再承担任何义务。

9. 转让

- 9.1 除非经质权人事先书面同意，出质人和目标公司无权赠予或转让其在本协议项下的权利、义务。

- 9.2 本协议对出质人及其继任人和经许可的受让人均有约束力,并且对质权人及每一继任人和受让人有效。
- 9.3 质权人可以在任何时候将其在主协议项下的所有或任何权利和/或义务转让给其指定的人(自然人/法人),在这种情况下,受让人应享有和承担本协议项下质权人享有和承担的权利和义务,如同其作为本协议的一方。质权人转让主协议项下的权利和义务时,应质权人要求,出质人及目标公司应就此转让签署有关协议和/或文件。
- 9.4 因转让所导致的质权人变更后,根据质权人的要求,新质押各方应重新签订质押协议,出质人应配合与新的质权人签署相关质押协议并配合办理股权出质登记。
- 9.5 出质人、目标公司应严格遵守本协议和各方单独或共同签署的其他有关协议的规定,包括主协议,履行各协议项下的义务,并不进行任何足以影响协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示,出质人不得行使其对质押股权还留存的权利。

10. 终止

在(1)主协议因到期失效或者提前终止,(2)所有主协议项下的服务费支付完毕,并且出质人、目标公司及出质人的股东不再承担主协议项下的任何义务,以及(3)出质人按照独家购买权协议的约定依法转让所有目标公司股权至质权人及/或被指定人名下以后,本协议立即终止。质权人和出质人应在合理可行的时间内尽早采取必要的行动以达到本协议终止的效果。

11. 手续费及其他费用

一切与本协议有关的费用及实际开支,包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由质权人承担。

12. 不可抗力

12.1 本协议的履行因任何“不可抗力事件”而被延迟或受到阻碍时,仅就该部分被延迟或被阻碍的履行,受到不可抗力影响的一方不需对此承担本协议项下的责任。“不可抗力事件”是指超出了一方所能合理控制的范围,在受影响的一方加以合理注意之下仍不可避免的任何事件,其中包括但不限于,政府行为、自然力、火、爆炸、地理变化、风暴、洪水泛滥、地震、潮汐、闪电或战争。但是,资信、资金或融资不足不得被视为是超出了一方所能合理控制的事项。受“不可抗力事件”影响寻求免除本协议项下履行责任的一方应尽快将此项免除责任事项通知另一方并告之其完成履行所要采取的步骤。

12.2 受到不可抗力影响的一方不需为此承担本协议项下的责任,但是只有在受影响的一方尽其合理可行之努力履行协议的条件下,寻求免除责任的一方才可获得对此项责任履行的免除,并且仅以被延迟或受阻碍的部分履行为限。一旦此类免除责任的原因得到纠正和补救,各方同意以最大努力恢复本协议项下的履行。

13. 保密

各方同意,一方因履行本协议而从他方取得、了解或接触到的任何资料 and 信

息均为保密信息，对提供方均具有重要经济及商业价值（“**保密信息**”），但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，各方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、《香港联合交易所有限公司证券上市规则》、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向本协议当事人之外的任何第三方泄露、给予或转让保密信息。

本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

各方一致同意，不论本协议是否变更、解除或终止，本协议第 13 条将持续有效。

14. 争议的解决

14.1 本协议的订立、效力、履行、修改和终止以及争议的解决应受中国法律管辖并根据中国法律做出解释。

14.2 在本协议各方就本协议项下条款的解释和履行发生争议时，各方应善意通过协商解决该争议。如果在一方向另一方发出要求协商解决的书面通知后十五（15）日之内，各方仍未达成解决争议的协议，任何一方均可将有关争议提交上海国际经济贸易仲裁委员会按照其届时有效的仲裁规则仲裁解决。仲裁地点在上海；仲裁使用之语言为中文。仲裁裁决应

是终局性的，对各方均有拘束力。

14.3 仲裁进行期间，除提交仲裁的争议事项或义务外，各方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予质权人适当的法律救济，包括限制出质人的业务经营，就出质人的股权或资产、质押股权实施限制、禁止或责令进行转让或处置，对出质人或目标公司进行清算等。

14.4 在等待组成仲裁庭期间及在适当情况下，协议双方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括质权人关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或目标公司或质权人主要资产所在地的法院）应当为上述目的被视为具有管辖权。

15. 通知

除非有更改下列地址的书面通知，本协议项下的通知应通过专人递送、传真或挂号邮寄的方式发到下列地址。通知如果是以挂号邮寄的方式发送，则挂号邮件的回执上记载的签收日期为送达日，如果以专人递送或传真方式发送，则以发送之日为送达日。以传真方式发送的，应在发送后立即将原件以挂号邮寄或专人递送的方式发到下列地址。

甲方：空山网络科技（上海）有限公司

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

收件人：许式伟

乙方 1：许式伟

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

乙方 2：吕桂华

地址：上海市青浦区盈港东路 2655 弄 76 号

丙方：北京空山信息技术有限公司

地址：中国（上海）自由贸易试验区博霞路 66 号 1-5 层
收件人：许式伟

16. 附件

本协议所列附件，为本协议不可分割的组成部分。

17. 分割性

如果本协议项下的任何条款因与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

18. 生效

18.1 各方确认，本协议自签署之日起生效。针对本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章后生效。

18.2 本协议以中文书就，正本一式伍份，各方各持壹份，另一份用于办理质押登记手续，每份具有相同的法律效力。

(以下无正文)

(本页无正文，为《股权质押协议》签署页)

甲方：空山网络科技（上海）有限公司（盖章）



法定代表人或授权代表（签字）：

许如伟

(本页无正文，为《股权质押协议》签署页)

乙方 1: 许式伟

(签字) : 许式伟

乙方 2: 吕桂华

(签字) : 吕桂华

(本页无正文，为《股权质押协议》签署页)

丙方：北京空山信息技术有限公司（盖章）



法定代表人或授权代表（签字）：

许文伟

附件一：

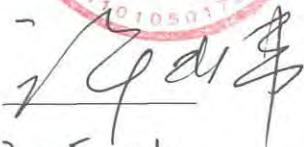
北京空山信息技术有限公司

股 东 名 册

北京空山信息技术有限公司（下称“公司”）的股东姓名、出资额及持股比例如下：

股东名称/姓名	认缴出资额（万元）	持股比例（%）	出资证明书编号
许式伟	735	73.5	001
吕桂华	265	26.5	002

北京空山信息技术有限公司（盖章）

法定代表人（签字）：

日期：2023年5月11日

北京空山信息技术有限公司


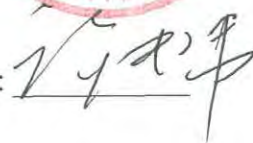
股 东 名 册

备 注

序号	备注
1	许式伟于2023年5月11日将合计持有的本公司 73.5%的股权均质押给空山网络科技（上海）有限公司；吕桂华于2023年5月11日将合计持有的本公司 26.5%的股权均质押给空山网络科技（上海）有限公司。

北京空山信息技术有限公司（章）

法定代表人（签字）：

日期：2023年5月11日

配偶同意函

本人周培（证件号：411002197801221527），为许式伟（证件号：332625197710306638）之合法配偶，在此无条件同意：本人配偶即许式伟现在及未来所持有的并登记于其名下的上海七牛信息技术有限公司（“**目标公司**”）所有股权（“**标的股权**”），将按照本人配偶签署的一系列控制性协议（包括《股权质押协议》、《独家购买权协议》和《授权委托书》，以及以上文件之不时修订）（“**控制性协议**”）项下之安排进行处分。

本人进一步保证不得出于与上述安排相冲突之意图采取任何行动，包括主张标的股权构成本人与本人配偶之间的财产或共同财产而影响或者妨碍本人配偶履行在控制性协议下所承担的义务。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对标的股权的任何权利或权益。

本人确认并同意控制性协议中所述由本人配偶持有的股权（“**配偶持有股权**”）无论发生何种情况均归属于本人配偶个人财产，不构成本人与本人配偶的夫妻共同财产，并且本人配偶可以按照该等协议的规定独自抵押、出售或以其他方式处理该等配偶持有股权，无需本人同意。本人进一步确认，本人配偶履行控制性协议以及进一步修改或终止控制性协议并不需要本人另行授权或同意及本人从未且将不会参与目标公司之经营或管理。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对该等股权及其对应资产的任何权利或权益，在任何情况下，本人均无权就上述标的股权主张任何权利，包括但不限于投票权、处分权以及由其产生的经济利益（如有）。本人承诺将签署一切必要的文件，并采取一切必要的行动，以确保（经不时修订的）控制性协议得到适当履行。本人同意并承诺，如本人由于任何原因获得本人配偶持有的目标公司的任何股权，则本人、本人的继承人、代理人及/或财产管理人等均应受（经不时修订的）控制性协议的约束，并遵守作为目标公司的股东在（经不时修订的）控制性协议下的义务，且为此目的，一旦控制性协议下的权利人提出要求，本人、本人的继承人、代理人及/或财产管理人等均应签署格式和内容基本与（经不时修订的）控制性协议相同的一系列书面文件，并采取一切必要的行动。

本人进一步确认、承诺及保证，如出现本人配偶的死亡、丧失行为能力、离婚、破产或发生任何可能影响本人配偶行使其在目标公司的股东权利的情形，本人及本人的继承人、监护人、债权人或者任何其他有权对本人配偶持有的目标公司之股权主张权利或者利益的其他人均不会在任何情况下以任何方式采取任何可能影响或者妨碍本人配偶履行在控制性协议下所承担的义务的行动。

凡因执行本配偶同意函所发生的或与本配偶同意函有关的一切争议，本人及权益相关的任何一方有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有效的仲裁程序和规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。仲裁期间，除本人及权益相关的任何一方有争议且在仲裁的部分外，本配偶同意函应持续有效。

本配偶同意函自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《配偶同意函》的签字页)

签署: 周峰
2023年5月11日

配偶同意函

本人陈明星（证件号：332625197904042247），为吕桂华（证件号：33262519800814141x）之合法配偶，在此无条件同意：本人配偶即吕桂华现在及未来所持有的并登记于其名下的上海七牛信息技术有限公司（“**目标公司**”）所有股权（“**标的股权**”），将按照本人配偶签署的一系列控制性协议（包括《股权质押协议》、《独家购买权协议》和《授权委托书》，以及以上文件之不时修订）（“**控制性协议**”）项下之安排进行处分。

本人进一步保证不得出于与上述安排相冲突之意图采取任何行动，包括主张标的股权构成本人与本人配偶之间的财产或共同财产而影响或者妨碍本人配偶履行在控制性协议下所承担的义务。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对标的股权的任何权利或权益。

本人确认并同意控制性协议中所述由本人配偶持有的股权（“**配偶持有股权**”）无论发生何种情况均归属于本人配偶个人财产，不构成本人与本人配偶的夫妻共同财产，并且本人配偶可以按照该等协议的规定独自抵押、出售或以其他方式处理该等配偶持有股权，无需本人同意。本人进一步确认，本人配偶履行控制性协议以及进一步修改或终止控制性协议并不需要本人另行授权或同意及本人从未且将不会参与目标公司之经营或管理。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对该等股权及其对应资产的任何权利或权益，在任何情况下，本人均无权就上述标的股权主张任何权利，包括但不限于投票权、处分权以及由其产生的经济利益（如有）。本人承诺将签署一切必要的文件，并采取一切必要的行动，以确保（经不时修订的）控制性协议得到适当履行。本人同意并承诺，如本人由于任何原因获得本人配偶持有的目标公司的任何股权，则本人、本人的继承人、代理人及/或财产管理人等均应受（经不时修订的）控制性协议的约束，并遵守作为目标公司的股东在（经不时修订的）控制性协议下的义务，且为此目的，一旦控制性协议下的权利人提出要求，本人、本人的继承人、代理人及/或财产管理人等均应签署格式和内容基本与（经不时修订的）控制性协议相同的一系列书面文件，并采取一切必要的行动。

本人进一步确认、承诺及保证，如出现本人配偶的死亡、丧失行为能力、离婚、破产或发生任何可能影响本人配偶行使其在目标公司的股东权利的情形，本人及本人的继承人、监护人、债权人或者任何其他有权对本人配偶持有的目标公司之股权主张权利或者利益的其他人均不会在任何情况下以任何方式采取任何可能影响或者妨碍本人配偶履行在控制性协议下所承担的义务的行动。

凡因执行本配偶同意函所发生的或与本配偶同意函有关的一切争议，本人及权益相关的任何一方有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有效的仲裁程序和规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。仲裁期间，除本人及权益相关的任何一方有争议且在仲裁的部分外，本配偶同意函应持续有效。

本配偶同意函自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《配偶同意函》的签字页)

签署: 陈明量

2023年5月11日

控制协议之终止协议

本控制协议之终止协议（“本协议”）由以下各方于 2024 年 6 月 21

日签署：

甲方：空山网络科技（上海）有限公司

住所：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

法定代表人：许式伟

乙方：上海七牛信息技术有限公司

住所：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

法定代表人：许式伟

丙方：许式伟

身份证号码：332625197710306638

丁方：吕桂华

身份证号码：33262519800814141X

戊方：周培

身份证号码：411002197801221527

己方：陈明星

身份证号码：332625197904042247

本协议签署方各称为“一方”，合称为“各方”。

鉴于：

1. 2023年5月11日, 各方中的相关方签订了一套控制协议 (“**现有控制协议**”), 包括如下协议:
 - A. 甲方与乙方签订了一份《独家业务合作协议》;
 - B. 甲方、乙方、丙方及丁方签订了一份《独家购买权协议》;
 - C. 丙方出具了一份《授权委托书》;
 - D. 丁方出具了一份《授权委托书》;
 - E. 甲方、乙方、丙方及丁方签订了一份《股权质押协议》;
 - F. 丙方配偶戊方出具了一份《配偶同意函》;
 - G. 丁方配偶己方出具了一份《配偶同意函》。
2. 各方同意依照本协议的约定终止所有现有控制协议。

有鉴于此, 现各方协商一致, 达成如下协议:

1. 终止现有控制协议相关条款

- 1.1 各方在此不可撤销地同意并确认, 除保密、争议解决、违约责任及陈述与保证外全部和任何现有控制协议自本协议生效之日起终止并不再具有任何效力。

- 1.2 从本协议生效之日起，各方不再享有现有控制协议项下的全部和任何权利，不再需要履行现有控制协议项下的全部和任何义务。
- 1.3 本协议各方在此不可撤销且无条件地免除在过去、现在或将来对本协议其他方拥有或可能拥有的、直接或间接与全部和任何现有控制协议有关或者因现有控制协议而产生的、任何种类或性质的争议、索赔、要求、权利、义务、责任、行动、合约或起诉缘由。
- 1.4 在不影响上文第 1.2 条约定与第 1.3 条的一般性规定的前提下，从本协议生效之时起，本协议各方在此免除该方、其继任人、受让人过去、现在或将来对本协议其他方、该等其他方现在和过去的董事、高管、雇员、法律顾问和代理，该等人士的关联方，以及相关方各自的继任人和受让人所拥有的或可能拥有的、与现有控制协议有关或者因现有控制协议而产生的、任何种类或性质的承诺、债务、诉求、要求、义务和责任，包括在法律上和基于平等原则的索赔和起诉缘由，无论该等索赔或要求是已经提起的还是尚未提起的、绝对的还是或有的、已知的还是未知的。

2. 法律适用和争议解决

- 2.1 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖，并依其解释。
- 2.2 因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后三十（30）天之内争议仍然得不到解决，则任何一方均可将有关争议

提交给上海国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁地点为上海，仲裁使用之语言为中文。仲裁裁决是终局性的，对各方均有约束力。仲裁进行期间，除提交仲裁的争议事项或义务外，各方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予甲方适当的法律救济，包括限制乙方的业务经营，就乙方的股权或资产实施限制、禁止或责令进行转让或处置，对乙方进行清算等。在等待组成仲裁庭期间及在适当情况下，协议各方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括甲方关联的拟/已上市公司注册成立地的法院、乙方注册成立地的法院、或乙方或甲方主要资产所在地的法院）应当为上述目的被视为具有管辖权。

3. 承诺及保证

3.1 就现有控制协议的终止，各方向其他方承诺和保证如下：

- (1) 其具有签订本协议的所有必需的权力、授权和批准，已为获得签订本协议的授权和批准采取了一切必要的行动；
- (2) 现有控制协议终止不会导致任一方产生对另一方的任何债务负担；
- (3) 现有控制协议终止不会导致任一方被提起诉讼、仲裁或其他法律程序；

- (4) 现有控制协议终止不会导致任一方存在诉讼和潜在纠纷的可能性;
- (5) 为顺利完成现有控制协议项下权利和义务的终止,各方应签署所有必要或适当的文件,并采取所有必要或适当的行为,积极配合其他方取得相关政府审批或/和登记文件,办理相关的终止手续。

4. 保密

4.1 各方对于本协议以及与本协议有关的事项承担保密义务,未经其他方书面同意,任何一方不得将本协议的任何有关事项向除本协议以外的第三方披露,但是因以下情况所进行的披露除外:

- (1) 向在正常业务中所委托的审计师、律师等工作人员进行的披露,但前提是该等人员必须对其在进行前述工作中所获知的与本协议有关的信息承担保密义务;
- (2) 该等资料和文件可由公开途径获得或者该资料的披露是法律法规、法院或其他政府机构或有关证券监管部门的明确要求,但任何一方拟根据本条的要求披露任何信息时,应提前 5 个工作日书面通知其他方进行确认,其他方将在 5 个工作日内给予答复,待其他方确认可以披露后方可披露。如果任何一方未经其他方的书面确认而决定披露或已披露任何与该方有关的信息,造成该方损失的,该其他方有权要求该信息披露方承担赔偿责任。

5. 附则

5.1 本协议经各方签署后生效。

5.2 经本协议各方协商一致,可以对本协议进行修改或变更。任何修改或变更必须制成书面文件,经本协议各方签署后生效。

- 5.3 如果本协议中的任何条款被认定为无效或不可强制执行，则该条款应当视为自始不存在且不影响本协议其他条款的有效性，本协议各方应当在合法的范围内协商确定新的条款，以保证最大限度地实现原有条款的意图。
- 5.4 除非协议另有规定，一方未行使或迟延行使本协议项下的权利、权力或特权并不构成放弃这些权利、权力和特权，单一或部分行使这些权利、权力和特权并不排斥行使任何其他权利、权力和特权的行使。
- 5.5 本协议正本一式陆份，各方各执壹份，各份具有同等法律效力。

(以下无正文)

(本页无正文，为《控制协议之终止协议》之签署页)

空山网络科技（上海）有限公司（盖章）




(本页无正文，为《控制协议之终止协议》之签署页)

上海七牛信息技术有限公司 (盖章)




(本页无正文，为《控制协议之终止协议》之签署页)

许式伟

签字: 

(本页无正文，为《控制协议之终止协议》之签署页)

周培

签字: _____

(本页无正文，为《控制协议之终止协议》之签署页)

吕桂华

签字：

A handwritten signature in black ink, appearing to be '吕桂华' (Lyu Guihua), written over a horizontal line. The signature is stylized and cursive.

(本页无正文，为《控制协议之终止协议》之签署页)

陈明星

签字: 陈明星

独家业务合作协议

本独家业务合作协议（“本协议”）由以下签署各方于 2024 年 6 月 21 日在中国上海市签署：

甲方：空山网络科技（上海）有限公司

统一社会信用代码：913100005868488684

法定代表人：许式伟

注册地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

乙方 1：上海七牛信息技术有限公司

统一社会信用代码：91310000580583950X

法定代表人：许式伟

注册地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

乙方 2：七牛（深圳）云计算有限公司

统一社会信用代码：91440300MA5HAPPC12

法定代表人：许式伟

注册地址：深圳市南山区粤海街道高新区社区白石路 3609 号深圳湾科技生态园二区 9 栋 513

以下，乙方 1 和乙方 2 统称“乙方”，甲方和乙方各称为“一方”，统称为“双方”。

鉴于：

1. 甲方是一家在中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）合法成立并有效存续的外商独资企业，拥有独家技术开发、咨询和服务及其他服务的必要资源；
2. 乙方是在中国境内注册成立的有限责任公司，乙方 1 持有乙方 2 100%的股权；
3. 在本协议期间按本协议条款的规定，甲方同意利用其人力、技术和信息优势向乙方提供有关独家技术开发、咨询和服务及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款提供的该等服务。

据此，双方经过友好协商，达成如下协议：

1. 咨询和服务

- 1.1 在本协议期间，甲方同意按本协议的条款和条件作为乙方的独家服务提供商向乙方提供附件一所列全面的业务支持、技术服务和咨询服务（“**服务**”）。双方同意，甲方可以指定其关联方或者其他合格的服务提供方（“**指定方**”，该指定方可以与乙方进一步签订服务协议）为乙方提供本协议约定的服务。
- 1.2 除附件一所列的服务外，在本协议有效期间，经双方协商一致，甲方可按本协议的条件向乙方提供在甲方经营范围内并经甲方认可的、与乙方经营活动相关的且符合中国法律规定可提供的其他服务。如乙方或乙方附属公司要求甲方提供的服务超过了甲方经核准的经营范围，甲方将在法律允许的最大限度内申请扩大其经营范围，并在经核准扩大经营范围后提供相关服务。

- 1.3 乙方同意在本协议有效期内接受甲方提供的服务。考虑到甲方所提供的服务的价值以及双方的良好的合作关系，乙方进一步同意，除非经甲方事先书面同意，在本协议期间，乙方不接受并确保其任何子公司均不接受任何第三方（甲方指定方除外）就本协议所涉及的任何咨询和/或服务。
- 1.4 除非中国法律作出强制性另行规定，对所有因履行本协议而产生的任何权利、所有权、权益和知识产权（包括但不限于商标权、著作权、专利权、技术秘密、非专利技术、商业机密、商号权及其他，下同），无论是由甲方自行开发、由乙方基于甲方的知识产权或甲方基于乙方的知识产权开发的，甲方均享有独占和排他的权利和权益，乙方不得向甲方主张任何权利、所有权、权益和知识产权。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。
- 1.5 若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。
- 1.6 考虑到双方的良好合作关系，乙方承诺若其欲与其他法人、企业或任何第三方进行任何业务合作的，须事先征得甲方书面同意。

1.7 如果乙方或其子公司应中国法律要求解散或清算，甲方在中国法律许可的范围内有权委任清算人管理乙方或其子公司所有资产，乙方或其子公司应在中国法律许可的范围内，按中国法律允许的最低价格将其所持有的全部或部分资产出售予甲方或甲方指定的其他适格主体。乙方或其子公司在届时有效的中国法适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务；任何该交易产生之收益应在届时有效的中国法适用的范围内，作为本协议之服务费的一部分而支付予甲方或甲方指定的适格主体。

2. **服务费的计算和支付**

- 2.1 本协议双方同意，乙方应按本协议附件二所列方式确定和支付服务费。
- 2.2 甲方同意，在本协议期间，甲方将享有及承担任何乙方业务产生的全部经济利益及风险；为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方可以自主决定向乙方提供财务支持（仅在中国法律允许的范围内）。甲方可以在中国法律允许下以贷款方式向乙方提供财务支持，并应另行签署该等贷款合同；在任何乙方经营亏损或出现严重经营困难时，甲方有权要求乙方停止营运，乙方应无条件接受甲方的要求。
- 2.3 若乙方未能依照本协议之规定支付服务费和其他费用，就拖欠的数额，乙方应向甲方另行支付按照每日拖欠金额万分之五计算的违约金。

- 2.4 甲方有权，在其自行承担费用的前提下，指派其雇员或中国或其他国家的注册会计师或审计机构（“**甲方授权代表**”）对乙方的账目进行核查以便审核服务费的计算方法和数额。为此，乙方应向甲方授权代表提供甲方授权代表所要求的文件、账目、记录、数据等，以便甲方授权代表审计乙方的账目并确定服务费的数额，并且同意甲方的股东为满足证券监管的要求而披露该等信息和资料。除非有非常重大错误，服务费的数额应以甲方授权代表所确定的数额为准。
- 2.5 除非双方另行协商一致，乙方根据本协议向甲方支付的服务费应不经任何扣减或抵销（如银行手续费等）。
- 2.6 本协议项下乙方应付的服务费、违约金、实际支出及赔偿金额由乙方全体股东以其持有的乙方全部股权向甲方提供质押担保。
- 2.7 此外，乙方在支付服务费的同时还应向甲方支付甲方为提供本协议项下的服务而发生的实际支出，包括但不限于聘请注册会计师或审计机构的费用、各项差旅费、交通费、印刷费和邮资等。
- 2.8 甲乙双方同意因履行本协议所引起的全部经济损失将由乙方承担。
- 2.9 双方同意，本协议项目下甲方向乙方提供的服务亦适用于乙方控制的子公司，乙方应促使并确保其控制的子公司根据本协议约定行使权利并履行义务。

3. **不作为义务**

自本协议签署之日起，除非获得甲方或甲方指定的其他方的事先书面同意，乙方不得且应促使、确保其任何子公司均不得从事以下行为：

- 3.1 进行任何超出公司正常经营范围内业务（“**公司业务**”）的活动或非以与过去一致和通常的方式经营公司业务；
- 3.2 直接或间接经营除公司营业执照及/或经营许可证之许可范围的业务；
- 3.3 增加或减少公司的注册资本、以其他方式改变公司的注册资本结构、改变公司的经营范围或修改公司章程；
- 3.4 改变公司正常的业务程序或修改任何重大的公司内部规章制度；
- 3.5 对其业务经营模式、市场营销策略、经营方针或客户关系作出重大调整；
- 3.6 与任何第三方签订任何以控制公司为目的的协议安排；
- 3.7 与任何第三方进行的合并、兼并、收购、合资和其它有关公司业务的联营；
- 3.8 除日常业务经营所需之外，进行任何资金支付；
- 3.9 除日常业务经营所需之外，签订任何重大合同；
- 3.10 解散或清算公司；
- 3.11 采取或变更任何公司的业务计划或年度预算方案；

- 3.12 除日常业务经营所需外，使公司承担任何债务；
- 3.13 就公司对任何第三方的到期债权进行延期；
- 3.14 除日常业务经营所需外，继受或保证任何债务；
- 3.15 向任何第三方以其资产或知识产权对外提供担保或提供任何其他形式的对外担保，或在公司资产或权益上设置任何其他权利负担；
- 3.16 出售、转让、抵押、许可或以其他方式处置任何资产（包括但不限于各类实物资产、知识产权及其他任何资产及与资产相关权利，如商标权、著作权、专利权、技术秘密、非专利技术、商业机密、商号权及其他）（除日常业务经营所需之外）、业务或收入的合法权益；
- 3.17 进行任何对外投资，包括但不限于设立任何公司、合伙企业或其他主体；
- 3.18 以任何形式进行红利、股息的分配；
- 3.19 对公司的会计方法进行重大变更；聘用或变更公司的审计师；
- 3.20 与乙方的控股股东和实际控制人的关联人士进行的任何交易。

本协议中“关联人士”包括（1）该方担任管理人员、董事或作为合伙人或者直接或间接地拥有 10%或以上实际权益的任何种类的组织；（2）该方拥有重大实际权益，或该方作为受托人（或类似的受托职务）的任何信托或其他财产，及（3）该方的主要亲属，该等主要亲属包括该方的配偶、父母、子女、祖父

母、外祖父母、兄弟姐妹及其配偶、儿媳女婿，以及该方配偶的父母、祖父母、外祖父母、兄弟姐妹及其配偶；或

3.21 在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务实体。

4. 经营管理与人事安排

4.1 乙方同意接受甲方不时向其提供的有关公司员工聘任和解聘、公司日常经营管理以及公司财务管理制度等方面的建议，并予以严格执行。

4.2 在中国法律允许的前提下，乙方及/或其任何子公司将选举或委派甲方推荐的人选担任公司的董事/执行董事和高级管理人员（包括总经理、财务总监及其他高级管理人员）；除非取得甲方的事先书面同意或有法定理由，乙方及/或其任何子公司不得以其他任何原因拒绝选举甲方推荐的人选。

4.3 自本协议签署之日起，除非获得甲方或甲方指定的其他方的事先书面同意，乙方不得且应促使、确保其任何子公司均不得雇佣、罢免任何公司董事/执行董事或任何公司的高级管理人员或变更公司董事/执行董事或高级管理人员的委任/雇佣条件。

5. 陈述和保证

5.1 甲方在此陈述和保证如下：

5.1.1 甲方为按照中国法律合法注册并有效存续的一家有限责任公司；

5.1.2 甲方在其公司权力和经营范围之内履行本协议；且签署及履行本协议已经过必要的公司授权，无需取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；

5.1.3 本协议一经签署即应构成对甲方合法、有效、有约束力、执行力的法律文件。

5.2 乙方在此陈述和保证如下：

5.2.1 乙方是按照中国法律合法注册并有效存续的有限责任公司；

5.2.2 乙方在其公司权力和经营范围之内签署并履行本协议，且签署及履行本协议已经过必要的公司授权，无需取得第三方或政府部门的同意及批准，不违反对其具有约束力或有影响的法律或合同限制；

5.2.3 本协议一经签署即构成对乙方合法、有效、有约束力、执行力的法律文件；

5.2.4 乙方已获得履行本协议所需的经营许可，乙方有足够的权利和资格从事目前进行的业务以及其他在中国境内进行的业务；

5.2.5 乙方应当及时通知甲方已经或可能对其业务运营造成重大不利影响任何情况，并应尽最大努力防止这种情况的发生和/或损失的扩大；

5.2.6 未经甲方书面同意，乙方不得以任何方式处置其重大资产或改变其目前的股权结构；

5.2.7 乙方不得对外签署任何与甲方及其指定方签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突（甲方有权单方决定该等利益冲突是否产生），则乙方应在甲方或其指定方同意的前提下尽可能及时采取措施消除。如乙方拒绝采取消除利益冲突的措施，甲方有权行使甲方、乙方及乙方股东签署的《独家购买权协议》项下的购买权。

6. 赔偿

6.1 除本协议另有规定外，如果一方未全部履行或暂停履行其在本协议的义务，而且在接到对方的通知起三十日内未纠正上述行为，或者其陈述与保证不真实的，则构成违约。

6.2 若本协议任一方违反本协议或其在在本协议中所作出的任何陈述、保证，守约方可以书面形式通知违约方要求其在合理期间内或收到通知书十日内纠正违约行为，采取相应措施有效及时地避免损害结果的发生，并继续履行本协议。若发生损害，违约方应对守约方作出赔偿，以使得守约方获得合同履行时应得的所有权益。守约方行使前述救济权利并不影响其依据本协议的约定和法律规定行使其他救济权利。

6.3 如由于任何一方违反本协议，致使另一方承担任何费用、责任或蒙受任何损失（包括但不限于公司的利润损失），违约方应就上述任何费用、责任或损失（包括但不限于因违约而支付或损失的利息以及律师费）赔偿守约方。违约方向守约方支付的赔偿金总额应当与因该违约行为产生的损失相同，上述赔偿包括守约方因履约而应当获得的利益，但该赔偿不得超过本协议双方的合理预期。

6.4 若因乙方不按照甲方的指示，或因不当使用甲方的知识产权或不当技术操作而引致任何人为此提出索赔，乙方应承担全部责任。若乙方发现任何人未经合法授权而使用甲方的知识产权，乙方应立即通知甲方并配合甲方所采取的任何行动。

7. 全部协议和协议修改

7.1 本协议及其所提及或明示包含的所有协议和/或文件构成双方之间就本协议标的事宜所达成的全部协议，并取代先前双方有关本协议标的事宜的所有口头及书面的协议、合同、谅解及通讯。

7.2 对本协议的任何修改只有经双方签署书面协议后方为有效。经过双方适当签字的有关本协议的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。

7.3 在本协议签署之日后，如果在任何时候，由于任何中国法律、法规或规章的

颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变；应适用以下约定：在中国法律许可的情况下（1）如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日有效的有关法律、法规、法令或规定更优惠（而另一方没有受到严重不利的影响），双方应及时申请获得该变更或新规定所带来的利益并尽其最大努力使该申请获得批准；或（2）如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，本协议应继续按照原有条款执行。双方应利用所有合法的途径取得对遵守该变更或规定的豁免。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，双方应及时磋商并对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

8. 管辖法律

本协议的签署、有效性、履行、修改、终止和解释，以及争议的解决在各个方面均受中国法律管辖，并依据中国法律作出解释。

9. 争议的解决

9.1 在本协议双方就本协议项下条款的解释和履行发生争议时，双方应善意通过协商解决该争议。协商不成，任何一方均可将有关争议提交上海国际经济贸易仲裁委员会按照其届时有效的仲裁规则仲裁解决。仲裁地点为上海，仲裁使用之语言为中文。仲裁裁决应是终局性的，对双方均有拘束力。

9.2 仲裁进行期间，除提交仲裁的争议事项或义务外，双方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予甲方适当的法律救济，包括限制乙方的业务经营，就乙方的股权或资产实施限制、禁止或责令进行转让或处置，对乙方进行清算等。

9.3 在等待组成仲裁庭期间及在适当情况下，协议双方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括甲方关联的拟/已上市公司注册成立地的法院、乙方注册成立地的法院、或乙方或甲方主要资产所在地的法院）应当为上述目的被视为具有管辖权。

9.4 除双方发生争议的事项外，双方仍应当本着善意的原则按照本协议的规定继续履行各自义务。

10. 通知

本协议双方为履行本协议项下的权利、义务所发出的通知，都应以书面做成，并以专人递送、挂号邮寄、邮资预付邮寄、双方认可的速递服务、或图文传真的形式发送到有关一方或双方下列的地址：

甲方：空山网络科技（上海）有限公司

收件人：许式伟

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

乙方：上海七牛信息技术有限公司

收件人：许式伟

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

11. 保密条款

11.1 双方同意，一方因履行本协议而从他方取得、了解或接触到的任何资料和信息均为保密信息，对提供方均具有重要经济及商业价值（“**保密信息**”），但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，双方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、《香港联合交易所有限公司证券上市规则》（“**香港上市规则**”）、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向任何第三方泄露、给予或转让保密信息。

11.2 本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

11.3 双方同意，不论本协议是否变更、解除或终止，本协议第 11 条将持续有效。

12. 不可抗力

12.1 本协议的履行因任何“**不可抗力事件**”而被延迟或受到阻碍时，仅就这部分被延迟或被阻碍的履行，受到不可抗力影响的一方不需对此承担在本协议项下的任何责任。“不可抗力事件”是指超出了一方所能合理控制的范围，在受影响的一方加以合理的注意之下仍不可避免的任何事件，其中包括但不限于，政府行为、自然力、疫情、火灾、爆炸、地理变化、风暴、洪水泛滥、地震、潮汐、闪电或战争。但是，资信、资金或融资不足不得被视为是超出了一方所能合理控制的事项。受“不可抗力事件”影响寻求免除本协议项下的或本协议任何条款项下履行责任的一方应尽快将此项免除责任一事通知另一方并告之其完成履行所要采取的步骤。

12.2 受到不可抗力影响的一方不需为此承担在本协议项下的任何责任，但是只有在受影响的一方尽可行之努力而履行协议的条件下，寻求免除责任的一方才可获得对此项责任履行的免除，并且仅以被延迟或受阻碍的那部分履行为限。一旦此类免除责任的原因得到纠正或补救，双方同意以最大努力恢复本协议项下的履行。

13. 协议生效、期限及其他

13.1 本协议涉及甲方的书面同意、建议、指定以及其他对乙方日常经营产生重要

影响的决定应当由甲方之董事会或不设董事会的情况下的执行董事作出。

13.2 本协议由双方于文首标明的日期签署并生效。除非甲方提前解除本协议，否则本协议永久有效。本协议期满前，若甲方提出要求，则双方应根据甲方的要求变更本协议的期限，并依甲方要求另行签署《独家业务合作协议》或继续履行本协议。

13.3 在本协议有效期内，乙方不得提前终止本协议。本协议根据下述规定或情况终止：

(1) 若乙方在本协议有效期内破产、清算、终止或依法解散，本协议在其破产、清算、终止或依法解散有效之日终止；

(2) 乙方股东持有的乙方全部股权及/或乙方全部资产已根据乙方股东、乙方与甲方签署的《独家购买权协议》之约定依法转让给甲方和/或甲方指定的一人或多人后终止；

(3) 一旦中国法律允许甲方可以直接持有乙方的股权并且甲方及其子公司、分公司可以合法从事乙方的业务，在甲方或其全资子公司按约定正式登记为乙方唯一股东之日，本协议终止。

尽管有上述规定，甲方有权在任何时候通过提前三十天向乙方发出书面通知的方式终止本协议。

13.4 双方在此确认本协议为双方在平等互利的基础之上达成的公平合理的约定。

如果本协议的任何条款和规定因适用的法律、法规或规章、香港上市规则而
被视为非法或不能执行，那么该条款应被视为已从本协议中删除，并且失效，
但本协议其他条款仍然有效，并且应被视为从一开始就没有包含该条款。双
方应相互协商，以双方都能接受的、合法和有效的条款来取代被视为已删除
的条款。

13.5 任一方未能行使本协议项下的任何权利、权力或特权，不得作为其弃权处理。
对任何权利、权力或特权的单项行使或部分行使也不得排除对任何其他权利、
权力或特权的行使。

13.6 双方在此同意并确认，除非得到甲方事先书面同意，乙方不得将其在本协议
项下所享有的权利和承担的义务转让给除本协议项下双方之外的任何第三
方。乙方在此同意并确认，甲方可在其需要时向其他第三方转让本协议项下
的权利和义务；并且，在该等转让发生时，甲方仅需向乙方发出书面通知即
可，无需征得乙方的同意。

13.7 双方在此同意并确认，若甲方事先书面同意任一乙方解散或清算的，该等乙
方法人资格的消灭不影响本协议于其他各签署方之间的效力，即本协议于其
他各签署方之间仍合法有效。

13.8 本协议应对双方权利义务合法承继人有法律效力。

13.9 本协议以中文签署，一式叁份，甲方、乙方各执壹份。

(以下无正文)

(此页无正文，为《独家业务合作协议》签署页)

甲方：空山网络科技（上海）有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be "Zhang Qian".

(此页无正文，为《独家业务合作协议》签署页)

乙方 1: 上海七牛信息技术有限公司 (盖章)



法定代表人或授权代表 (签字):

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be "王宇" (Wang Yu).

(此页无正文，为《独家业务合作协议》签署页)

乙方 2: 七牛（深圳）云计算有限公司（盖章）



法定代表人或授权代表（签字）：_____

附件一：

咨询和服务内容列表

1. 进行市场调研，并向乙方提供市场营销方面的咨询服务。
2. 提供广告经纪及代理服务。
3. 提供内容搜索、寻找及加工服务。
4. 提供制定中短期市场发展，市场计划服务。
5. 提供管理方面的咨询服务和支持，协助乙方引进先进的管理理念和管理模式。
6. 提供网站建设、网站维护和网络整体的安全服务。
7. 提供业务相关软件、硬件的开发与研究服务。
8. 提供技术开发、技术咨询、技术转让、技术推广服务。
9. 提供知识产权授权许可服务，乙方可通过这些知识产权开展经营活动。
10. 提供其他各项技术服务。
11. 提供公共关系服务。
12. 提供代理销售服务。
13. 在乙方的劳动用工方面提供咨询服务和支持，包括但不限于组织实施对行政人员、管理人员等人员进行培训和考核，协助建立健全的人力资源管理制度和实现人力资源的良好配置。
14. 根据乙方业务的需要，提供相关的行政管理、内部审批监控及资产管理的管理咨询服务。
15. 在中国法律允许的情况下，提供应乙方要求而不时提供的其它服务。

附件二：

服务费的计算和支付办法

- 一、 本协议项下的服务费的计算方式为：在符合中国法律规定的前提下，弥补以前年度亏损（如需要）、在扣除业务经营所需的必要成本、开支及税金等之后，乙方将相当于在不计算本协议项下技术咨询和服务费的情况下的综合税前利润（即乙方及其所有子公司的合并税前利润）的全部金额作为甲方向乙方提供本协议所约定技术咨询和服务的费用支付给甲方，但甲方有权根据其向乙方提供技术咨询和服务的具体情况、乙方的经营状况和乙方发展需求情况调整该等费用的数额。上述费用应当按季度计算和缴纳。
- 二、 甲方按季度汇总服务费，并在任何一个季度开始之日起的三十日内，向乙方发出上一季度的服务费账单，通知乙方。乙方在接到该等通知后十个工作日内将该等服务费付至甲方指定的银行账户。乙方应在款项汇出后将汇出凭证复印件在十个工作日内传真或邮寄至甲方。
- 三、 如果甲方认为由于某种原因致使本附件中约定的服务价格确定机制不能适用而需作调整，乙方应在甲方提出调整收费的书面要求之日后十个工作日内积极并诚信地与甲方进行协商，以确定新的收费标准或机制。甲方在其认为确有必要时亦可以同意乙方延迟向其支付费用。

独家购买权协议

本独家购买权协议（“**本协议**”）由以下各方于 2024 年 6 月 21 日在中国上海市签署：

甲方：空山网络科技（上海）有限公司

住所：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

法定代表人：许式伟

乙方 1：许式伟

身份证号码：332625197710306638

乙方 2：吕桂华

身份证号码：33262519800814141X

丙方：上海七牛信息技术有限公司

住所：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

法定代表人：许式伟

乙方 1 与乙方 2 合称“**乙方**”，甲方、乙方和丙方以下各称“**一方**”，合称“**各方**”。

鉴于：

1. 乙方合计持有丙方 100%的股权权益（“**丙方股权**”），其中乙方 1 拥有丙方 73.5%股权，乙方 2 拥有丙方 26.5%股权；
2. 乙方有意授予甲方一项购买其所持有丙方的全部或部分股权的不可撤销的、专有的选择权；甲方有意接受该等转让；
3. 丙方有意授予甲方一项购买其所持有的全部或部分资产的不可撤销的、专有的选择权，甲方有意接受该等转让；且

4. 甲方、乙方、丙方及相关方于本协议签署同日单独或共同签署了《独家业务合作协议》等一系列协议。

现各方协商一致，达成如下协议：

第一条 独家购买权

1.1 授予权利

乙方在此不可撤销地且无任何附加条件地授予甲方在中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的购买价格，随时一次或多次从乙方购买或指定一人或多人（以下简称“**被指定人**”，被指定人应为（1）甲方直接或间接股东以及该等股东的直接或间接子公司；（2）甲方、甲方直接或间接股东及其直接或间接子公司的董事中的中国公民）从乙方购买其所持有的丙方的全部或部分股权（无论乙方出资额或持股比例将来是否发生变化，以下简称“**被购买股权**”）的一项不可撤销的独家专有权（以下简称“**股权购买权**”）。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与丙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权并按本协议的约定提供相关配合。本款及本协议所规定的“人”指个人、公司、合营企业、合伙企业、信托或非公司组织。

丙方在此不可撤销地且无任何附加条件地授予甲方在中国法律允许的前提下，在本协议的有效期内，按照本协议第 1.3 条所述的购买价格与甲方自行决定的步骤，随时一次或多次向丙方购买或由被指定人向丙方购买全部或部分资产（该等资产为乙方届时所持丙方股权比例对应的丙方资产，以下简称“**被购买资产**”）（包括但不限于公司目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名等）的不可撤销的独家专有权（“**资产购买权**”，与“**股权购买权**”合称为“**购买权**”）。

购买权为甲方所享有的独家权利，除甲方事先书面同意的情形外，乙方不得向任何其他人全部或部分出售、要约出售、转让、赠与、质押或以任何其它方式处置被购买股权，亦不得授权其他人购买全部或部分被购买股权；丙方亦不得向任何其他人全部或部分出售、要约出售、转让、赠与、质押或以任何其它方式处置被购买资产，亦不得授权其他人购买全部或部分被购买资产。

1.2 行使步骤

甲方行使其股权购买权以符合中国法律和法规的规定为前提，甲方行使股权购买权时，应向乙方发出书面通知（以下简称“**股权购买通知**”），股权购买通知应载明以下事项：（1）甲方关于行使股权购买权的决定；（2）甲方和/或被指定人拟从乙方购买的股权份额（以下简称“**被购买的股权**”）；（3）被购买的股权购买日/股权转让日。乙方在收到股权购买通知后，应依据股权购买通知按本协议第 1.5 条所述方式将被购买的股权转让给甲方和/或被指定人。

甲方行使其资产购买权以符合中国法律和法规的规定为前提，甲方行使资产购买权时，应向丙方发出书面通知（以下简称“**资产购买通知**”），资产购买通知应载明以下事项：（1）甲方关于行使资产购买权的决定；（2）甲方和/或被指定人拟从丙方购买的资产（以下简称“**被购买的资产**”）；（3）被购买的资产购买日/资产转让日。丙方在收到资产购买通知后，应依据资产购买通知按本协议第 1.6 条所述方式将被购买的资产转让给甲方和/或被指定人。

1.3 购买价格

就被购买的股权而言，购买价格应为中国法律所允许的最低买价。如果在甲方行权时中国法律要求评估股权，各方通过诚信原则另行商定，并在评估基础上对该股权买价进行必要调整，以符合当时适用之任何中国法律之要求。

就被购买的资产而言，购买价格应为中国法律允许的最低价格。如果在甲方行权时中国法律要求评估资产，各方通过诚信原则另行商定，并在评估基础上对该资产买价进行必要调整，以符合当时适用之任何中国法律之要求。

- 1.4 乙、丙双方分别向甲方保证，一旦中国法律允许甲方可以直接持有丙方的股权并且丙方可以合法继续从事其业务，甲方有权立即行使本协议项下的全部独家购买权。

1.5 转让被购买的股权

甲方每次行使股权购买权时：

- 1.5.1 乙方应根据甲方的要求，及时作出同意向甲方和（或）被指定人转让股权的股东决定和/或出具同意放弃依据中国法律规定及相关股东之间约定而

享有的任何优先购买权的书面声明；

1.5.2 乙方应与甲方（或，在适用的情况下，为被指定人）按照本协议及股权购买通知的规定，签署股权转让协议；

1.5.3 有关方应签署所有其他所需的协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买的股权的有效所有权转移给甲方和（或）被指定人并使甲方和（或）被指定人成为被购买的股权的登记在册所有人。为本款的目的，“担保权益”包括抵押、质押或其他形式的第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、留置权或其他担保安排等；但为了明确起见，不包括在本协议以及股权质押协议项下产生的任何担保权益。本款及本协议所规定的“股权质押协议”包括甲方、乙方与丙方于本协议签署同日签署的《股权质押协议》（“**股权质押协议**”）。

1.5.4 乙方和丙方应采取一切必要的行动，使被购买股权的转让无论在实质上还是在程序上都不受干扰。除本协议中明确规定的条件外，乙方和丙方均不对被购买股权的转让设置任何障碍或限制性条件。

1.6 转让被购买的资产

甲方每次行使资产购买权时：

1.6.1 丙方应根据甲方的要求，及时作出同意向甲方和（或）被指定人转让资产的股东会决议；乙方应根据甲方的要求，在丙方的相应内部决议程序中投票同意丙方向甲方和（或）被指定人转让资产；

1.6.2 丙方应与甲方（或，在适用的情况下，为被指定人）按照本协议及资产购买通知的规定，签署资产转让协议；

1.6.3 有关方应签署所有其他所需的协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买的资产的有效所有权转移给甲方和（或）被指定人并使甲方和（或）被指定人成为被购买的资产的所有人（如需）。为本款的目的，“担保权益”包括抵押、质押或其他形式的第三方权利或权益，任何购买权、收购权、抵销权、留置权或其他担保安排等；但为了明确起见，不包括在本协议以及股

权质押协议项下产生的任何担保权益；

- 1.6.4 乙方和丙方应采取一切必要的行动，使被购买资产的转让无论在实质上还是在程序上都不受干扰。除本协议中明确规定的条件外，乙方和丙方均不应应对被购买资产的转让设置任何障碍或限制性条件。

1.7 购买价款的支付

甲方应根据第 1.3 条约定的购买价格按各方约定的方式向乙方支付股权购买价款和/或资产购买价款。但无论如何，乙方和/或丙方在此分别及共同不可撤销的承诺在符合当时中国法律法规的规定和政策要求的前提下，甲方因此而支付给乙方和/或丙方的任何价款均应由乙方和/或丙方返还甲方和/或被指定人。如届时中国法律不允许该等返还，则乙方及丙方承诺将以托管的形式为甲方和/或被指定人托管该等款项，并配合甲方和/或被指定人签署托管协议或其他相关法律文件。在依据中国法律对购买价进行必要的税务代扣代缴以后，购买价由甲方在被购买的股权和/或被购买的资产正式转让至甲方和/或被指定人名下之日起七（7）个工作日内支付至乙方和/或丙方指定的账户。

第二条 有关股权的承诺

2.1 乙方（作为丙方的股东）和丙方分别承诺如下：

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；
- 2.1.2 按照良好的商业标准及惯例，保持其公司的有效存续，审慎地及有效地经营其业务和处理公司事务；
- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方及其子公司的任何资产、业务或收入的合法或受益权益（除日常业务经营所需之外），或允许在其上设置任何其他担保权益；
- 2.1.4 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算；在发生清算后，乙方不可撤销地承诺在符合届时中国法律的规定和要求的前提下，乙方将向甲方或甲方指定的一方全额支付其所收取的任何剩余残值，

或促使发生该等支付行为，并且甲方或被指定人应以无偿或以当时中国法律允许的最低价格获取该等剩余残值。如中国法律禁止该等支付，则乙方承诺将以托管的形式为甲方托管该等款项，并配合甲方签署托管协议或其他相关法律文件；

- 2.1.5 未经甲方的事先书面同意，不发生、不承继、不保证或不容许存在任何债务，但（1）正常或日常业务过程中产生而不是通过借款方式产生的合法债务，和（2）已向甲方披露和得到甲方书面同意的债务除外；
- 2.1.6 一直在正常业务过程中经营所有业务，以保持丙方及其子公司的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；
- 2.1.7 未经甲方的事先书面同意，丙方及其子公司不得签署任何重大协议（包括但不限于贷款、对外担保、财产处分等会给公司带来负债或实质不利影响的协议），但在正常业务过程中签署的协议除外（就本段而言，如果一份协议的价值超过人民币 100 万元，即被视为重大协议）；
- 2.1.8 未经甲方的事先书面同意，丙方及其子公司不向任何人提供贷款、担保或信贷；
- 2.1.9 应甲方要求，向其提供所有关于丙方及其子公司的营运和财务状况的资料；
- 2.1.10 在可能实现的情况下，丙方应从甲方认可的保险公司处购买和一直持有保险，维持的保险金额和险种应与在同一地区经营类似业务和拥有类似财产或资产的公司通常投保的金额和险种一致；
- 2.1.11 未经甲方的事先书面同意，丙方及其子公司不得与任何人合并或联合，或收购任何人或向任何人投资；
- 2.1.12 立即通知甲方发生或可能发生与丙方或其子公司资产、业务和收入有关的诉讼、仲裁或行政程序，并根据甲方的合理要求采取一切必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；
- 2.1.13 为保持丙方及/或其子公司对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；

2.1.14 未经甲方事先书面同意，不得以任何形式派发股息、红利或分配任何资产给各股东，如乙方取得任何上述利益，应在三个工作日内通知甲方并立即将有关利益无偿转让给甲方；及

2.1.15 根据甲方的要求，委任由甲方指定的任何人士出任丙方的董事和/或执行董事、总经理、财务总监及其他高级管理人员。

2.2 乙方承诺如下：

2.2.1 乙方将在签署本协议的同时与甲方签署股权质押协议，将其持有的丙方全部股权以第一顺位优先质押的方式质押给甲方并完成股权质押登记手续；

2.2.2 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置任何丙方股权的合法或受益权益，或允许在其上设置任何其他担保权益，但根据本协议产生的担保权益及根据股权质押协议在乙方的股权上设置的质押则除外；若甲方事先书面同意的，乙方如出售、转让或以其他方式处置其拥有的丙方的股权的任何合法或受益权益，其取得的对价收益应当全部转付予甲方（除根据借款协议首先用于偿还该笔借款外）；

2.2.3 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权益，或允许在其上设置任何其他担保权益，但批准根据本协议产生的担保权益以及股权质押协议在丙方股权上设置的质押则除外；

2.2.4 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事不批准丙方在未经甲方的事先书面同意的情况下，与任何人合并或联合，或收购任何人或向任何人投资；

2.2.5 立即通知甲方已经发生或可能发生任何关于其所拥有的丙方股权的诉讼、仲裁或行政程序，并根据甲方的合理要求采取一切必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；

2.2.6 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事表决赞成本协议规定的被购买的股权的转让并且应甲方之要求采取其他任何行

动;

- 2.2.7 为保持其对股权的所有权, 签署所有必要或适当的文件, 采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩;
- 2.2.8 经甲方随时要求, 应向甲方或其指定的人在任何时间无条件地并立即转让其股权和/或资产;
- 2.2.9 同意签署一份令甲方满意的不可撤销的授权委托书, 将其作为丙方股东的全部权利授权给甲方及/或被指定人代为行使;
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签署的其他协议的各项规定, 切实履行该等协议项下的各项义务, 并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下或本协议各方签署的股权质押协议项下或对甲方的授权委托书中的股权, 还留存有任何权利, 除非甲方书面指示, 否则乙方仍不得行使该权利;
- 2.2.11 根据甲方的要求, 委任由甲方指定的任何人士出任丙方的董事和/或执行董事, 并促使委任甲方指定的任何人士出任总经理、财务总监及其他高级管理人员;
- 2.2.12 如乙方从丙方取得任何利润、股息、分红、清算所得和/或分配任何资产, 应在三个工作日内通知甲方并立即将有关利益无偿转让给甲方或甲方指定的任何人。

第三条 陈述和保证

- 3.1 乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及个别陈述和保证如下:
 - 3.1.1 其具有签署和交付本协议和其为一方的、根据本协议为每一次转让被购买的股权或被购买资产而签署的任何股权转让协议和/或资产购买协议(以下合称“**转让协议**”), 以及履行其在本协议和任何转让协议项下的义务的权利和能力。本协议和其为一方的各转让协议一旦签署后, 将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

- 3.1.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；
- 3.1.3 无论是本协议或任何转让协议的签署和交付还是其在本协议或任何转让协议项下的义务的履行均不会：（1）导致违反任何有关的中国法律及香港法律、法规或规章（包括但不限于《香港联合交易所有限公司证券上市规则》（“**香港上市规则**”）；（2）与其章程或其他组织文件相抵触；（3）导致违反其为一方或对其有约束力的任何协议或文据，或构成其为一方或对其有约束力的任何协议或文据项下的违约；（4）导致违反有关向其颁发的任何许可或批准的授予和（或）继续有效的任何条件；或（5）导致向其颁发的任何许可或批准中止或被撤销或附加条件；
- 3.1.4 乙方对其在丙方拥有的股权或所有资产拥有良好的和可出售的所有权。乙方在上述资产或股权上没有设置任何担保权益，但根据本协议所产生的担保权益以及根据股权质押协议在丙方股权上设置的质押则除外；
- 3.1.5 丙方对其所有资产拥有良好和可出售的所有权。丙方在上述资产上没有设置任何担保权益；
- 3.1.6 丙方没有任何未偿还债务，但（1）在其正常的业务过程中发生的合法债务，及（2）已向甲方披露及经甲方书面同意的债务除外；
- 3.1.7 丙方遵守适用于购买权的所有法律和法规；
- 3.1.8 目前没有正在进行或悬而未决或可能发生的与丙方股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。
- 3.2 乙方向甲方保证，其已经做出一切妥善安排并签署一切需要的文件，保证在其破产、死亡、丧失行为能力、结婚、离婚或发生其他可能影响其行使股东权利的情形时，其继承人、债权人等可能因此取得股权或相关权利的人，不能影响或阻碍本协议的履行；因此取得股权或相关权利的主体将被视为本协议的签署一方，继承/承担其在本协议下的所有权利与义务。
- 3.3 如果丙方或其子公司应中国法律要求解散或清算，甲方在中国法律许可的范围内有权委任清算人管理丙方或其附属公司所有资产，丙方或其子公司应在中国法律许可的范围内，按中国法律允许的最低价格将其所持有的全部或部分资产（该等

资产为乙方所持丙方股权比例对应的丙方资产）出售予甲方或甲方指定的其他适格主体。丙方或其子公司在届时有效的中国法适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务；任何该交易产生之收益应在届时有效的中国法适用的范围内，作为《独家业务合作协议》下之服务费之一部分而支付予甲方或甲方指定的适格主体。

- 3.4 乙方不得对外签署任何与丙方或甲方及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突（甲方有权单方决定该等利益冲突是否产生），则乙方应在甲方或其被指定人同意的前提下尽可能及时采取措施消除。如乙方拒绝采取消除利益冲突的措施，甲方有权行使本协议项下的购买权。
- 3.5 非经甲方书面同意，乙方不得以任何方式直接或间接参与、从事与丙方及其控制的子公司业务存在或可能存在竞争的业务，或受聘于经营与丙方及其控制的子公司业务存在或可能存在竞争业务的相关实体或持有该等实体的权益、资产，甲方有权最终决定乙方是否存在或可能存上述情形。
- 3.6 各方分别向另一方保证，一旦中国法律允许且质权人决定按照本协议购买所有乙方所持有的丙方全部股权，各方将立即解除本协议。

第四条 生效日

本协议于各方签署本协议之日生效（以下简称“**生效日**”），有效期至乙方持有任何丙方股权及/或乙方所持丙方股权对应的丙方的全部资产均根据本协议的约定依法转让至甲方及/或被指定人名下后终止。尽管有上述规定，甲方始终有权在任何时候提前三十（30）天向乙方、丙方发出书面通知解除本协议，且甲方无需就单方解除本协议的行为承担任何违约责任。

第五条 适用法律与争议的解决

5.1 适用法律

本协议的签署、有效性、履行、修改、终止和解释，以及争议的解决在各个方面均受中国法律管辖，并根据中国法律作出解释。

5.2 争议的解决

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后三十（30）天之内争议仍然得不到解决，则任何一方均可将有关争议提交给上海国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁地点为上海，仲裁使用之语言为中文。仲裁裁决是终局性的，对各方均有约束力。

仲裁进行期间，除提交仲裁的争议事项或义务外，各方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予甲方适当的法律救济，包括限制丙方的业务经营，就丙方的股权或资产实施限制、禁止或责令进行转让或处置，对丙方进行清算等。

在等待组成仲裁庭期间及在适当情况下，各方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括甲方关联的拟/已上市公司注册成立地的法院、丙方注册成立地的法院、或丙方或甲方主要资产所在地的法院）应当为上述目的被视为具有管辖权。

第六条 税款、费用

每一方应各自承担根据中国法律因准备和签署本协议和各转让协议以及完成本协议和因转让协议拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册税、花费和费用。

第七条 通知

本协议要求任何一方或公司发出的通知或其他通讯，应用中文书写，并用专人递送或用信函或传真发至其他方在下列的地址或其他方不时通知该方的其他指定地址。通知被视为实际送达的日期，应按如下确定：（1）专人递送的通知，专人递送当日即视为已实际送达；（2）用信函发出的通知、则在邮资付讫的航空挂号信寄出日（在邮戳上标明）后的第十（10）天，即视为已实际送达，或在送交国际承认的专递服务机构后的第四（4）天，即视为已实际送达；以及（3）用传真发

送的通知，在有关文件的传送确认单上所显示的接收时间视为已实际送达。

甲方：空山网络科技（上海）有限公司

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

收件人：许式伟

乙方 1：许式伟

地址：上海市浦东新区花木镇樱花路 801 弄 7 号 1002 室

乙方 2：吕桂华

地址：上海市青浦区盈港东路 2655 弄 76 号

丙方：上海七牛信息技术有限公司

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

收件人：许式伟

第八条 保密责任

各方同意，一方因履行本协议而从他方取得、了解或接触到的任何资料和信息均为保密信息，对提供方均具有重要经济及商业价值（“**保密信息**”），但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，各方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、香港上市规则、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向本协议当事人之外的任何第三方泄露、给予或转让保密信息。

本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

第九条 进一步保证

各方同意迅速签署为执行本协议的各项规定和实现本协议目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和实现本协议的目的而采取合理需要的或对其有利的进一步行动。

第十条 其他

10.1 修改与补充

对本协议作出修订、修改与补充，必须经各方签署书面协议。

10.2 法律和法规的遵守

各方应遵守并确保各方的经营完全遵守中国正式公布并可公开得到的所有法律和法规。

10.3 完整协议

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议及其附件构成本协议各方就本协议标的物所达成的完整协议，取代在此之前就本协议标的物所达成的所有口头或书面的协商、陈述和协议。

10.4 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

10.5 语言

本协议以中文书就，一式肆份，各方各持壹份，每份具有相同的法律效力。

10.6 可分割性

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相同或相似。

10.7 继任者

本协议对各方的继任者和各方所允许的受让方应具有约束力并对其有效。

10.8 继续有效

10.8.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

10.8.2 本协议第 5、7、8 条和 10.8 条的规定在本协议终止后继续有效。

10.9 弃权

任何一方可以对本协议的条款和条件作出弃权，但必需经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

10.10 权利转让


未经甲方事先书面同意，丙方及/或乙方不得向任何第三方转让其在本协议下的任何权利及/或义务。

(以下无正文)

(本页无正文，为《独家购买权协议》签署页)

甲方：空山网络科技（上海）有限公司（盖章）

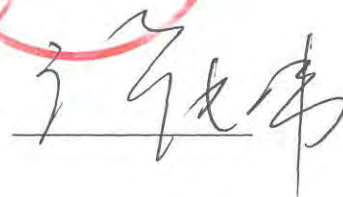
法定代表人或授权代表（签字）：

A red circular corporate seal is stamped over the signature line. The seal contains the text "Kongshan Network Technologies (Shanghai) Co., Ltd." in English and "空山网络科技(上海)有限公司" in Chinese. A handwritten signature in black ink is written over the signature line, partially overlapping the seal.

(本页无正文，为《独家购买权协议》签署页)

丙方：上海七牛信息技术有限公司 (盖章)

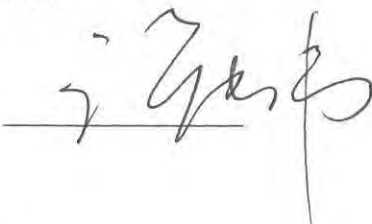
法定代表人或授权代表 (签字)：



张强

(本页无正文，为《独家购买权协议》签署页)

乙方 1: 许式伟

(签字) : 

乙方 2: 吕桂华

(签字) : 

独家购买权协议

本独家购买权协议（“**本协议**”）由以下各方于2024年6月21日在中国上海市签署：

甲方：空山网络科技（上海）有限公司

住所：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

法定代表人：许式伟

乙方：上海七牛信息技术有限公司

住所：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

法定代表人：许式伟

丙方：七牛（深圳）云计算有限公司

统一社会信用代码：91440300MA5HAPPC12

法定代表人：许式伟

注册地址：深圳市南山区粤海街道高新区社区白石路 3609 号深圳湾科技生态园二区 9 栋 513

甲方、乙方和丙方以下各称“**一方**”，合称“**各方**”。

鉴于：

1. 乙方持有丙方 100%的股权权益（“**丙方股权**”）；
2. 乙方有意授予甲方一项购买其所持有丙方的全部或部分股权的不可撤销的、专有的选择权；甲方有意接受该等转让；
3. 丙方有意授予甲方一项购买其所持有的全部或部分资产的不可撤销的、专有的选择权，甲方有意接受该等转让；且

4. 甲方、乙方、丙方及相关方于本协议签署同日单独或共同签署了《独家业务合作协议》等一系列协议。

现各方协商一致，达成如下协议：

第一条 独家购买权

1.1 授予权利

乙方在此不可撤销地且无任何附加条件地授予甲方在中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的购买价格，随时一次或多次从乙方购买或指定一人或多人（以下简称“**被指定人**”，被指定人应为（1）甲方直接或间接股东以及该等股东的直接或间接子公司；（2）甲方、甲方直接或间接股东及其直接或间接子公司的董事中的中国公民）从乙方购买其所持有的丙方的全部或部分股权（无论乙方出资额或持股比例将来是否发生变化，以下简称“**被购买股权**”）的一项不可撤销的独家专有权（以下简称“**股权购买权**”）。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与丙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权并按本协议的约定提供相关配合。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

丙方在此不可撤销地且无任何附加条件地授予甲方在中国法律允许的前提下，在本协议的有效期内，按照本协议第 1.3 条所述的购买价格与甲方自行决定的步骤，随时一次或多次向丙方购买或由被指定人向丙方购买全部或部分资产（该等资产为乙方届时所持丙方股权比例对应的丙方资产，以下简称“**被购买资产**”）（包括但不限于公司目前拥有的以及未来可能取得的全部有形、无形资产，例如计算机软件著作权、专利权、专利申请权、商标专用权、域名等）的不可撤销的独家专有权（“**资产购买权**”，与“**股权购买权**”合称为“**购买权**”）。

购买权为甲方所享有的独家权利，除甲方事先书面同意的情形外，乙方不得向任何其他人全部或部分出售、要约出售、转让、赠与、质押或以任何其它方式处置被购买股权，亦不得授权其他人购买全部或部分被购买股权；丙方亦不得向任何其他人全部或部分出售、要约出售、转让、赠与、质押或以任何其它方式处置被购买资产，亦不得授权其他人购买全部或部分被购买资产。

1.2 行使步骤

甲方行使其股权购买权以符合中国法律和法规的规定为前提，甲方行使股权购买权时，应向乙方发出书面通知（以下简称“**股权购买通知**”），股权购买通知应载明以下事项：（1）甲方关于行使股权购买权的决定；（2）甲方和/或被指定人拟从乙方购买的股权份额（以下简称“**被购买的股权**”）；（3）被购买的股权购买日/股权转让日。乙方在收到股权购买通知后，应依据股权购买通知按本协议第 1.5 条所述方式将被购买的股权转让给甲方和/或被指定人。

甲方行使其资产购买权以符合中国法律和法规的规定为前提，甲方行使资产购买权时，应向丙方发出书面通知（以下简称“**资产购买通知**”），资产购买通知应载明以下事项：（1）甲方关于行使资产购买权的决定；（2）甲方和/或被指定人拟从丙方购买的资产（以下简称“**被购买的资产**”）；（3）被购买的资产购买日/资产转让日。丙方在收到资产购买通知后，应依据资产购买通知按本协议第 1.6 条所述方式将被购买的资产转让给甲方和/或被指定人。

1.3 购买价格

就被购买的股权而言，购买价格应为中国法律所允许的最低买价。如果在甲方行权时中国法律要求评估股权，各方通过诚信原则另行商定，并在评估基础上对该股权买价进行必要调整，以符合当时适用之任何中国法律之要求。

就被购买的资产而言，购买价格应为中国法律允许的最低价格。如果在甲方行权时中国法律要求评估资产，各方通过诚信原则另行商定，并在评估基础上对该资产买价进行必要调整，以符合当时适用之任何中国法律之要求。

- 1.4 乙、丙双方分别向甲方保证，一旦中国法律允许甲方可以直接持有丙方的股权并且丙方可以合法继续从事其业务，甲方有权立即行使本协议项下的全部独家购买权。

1.5 转让被购买的股权

甲方每次行使股权购买权时：

- 1.5.1 乙方应根据甲方的要求，及时作出同意向甲方和（或）被指定人转让股权的股东决定和/或出具同意放弃依据中国法律规定及相关股东之间约定而

享有的任何优先购买权的书面声明；

- 1.5.2 乙方应与甲方（或，在适用的情况下，为被指定人）按照本协议及股权购买通知的规定，签署股权转让协议；
- 1.5.3 有关方应签署所有其他所需的协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买的股权的有效所有权转移给甲方和（或）被指定人并使甲方和（或）被指定人成为被购买的股权的登记在册所有人。为本款的目的，“担保权益”包括抵押、质押或其他形式的第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、留置权或其他担保安排等；但为了明确起见，不包括在本协议以及股权质押协议项下产生的任何担保权益。本款及本协议所规定的“股权质押协议”包括甲方、乙方与丙方于本协议签署同签署的《股权质押协议》（“**股权质押协议**”）。
- 1.5.4 乙方和丙方应采取一切必要的行动，使被购买股权的转让无论在实质上还是在程序上都不受干扰。除本协议中明确规定的条件外，乙方和丙方均不应应对被购买股权的转让设置任何障碍或限制性条件。

1.6 转让被购买的资产

甲方每次行使资产购买权时：

- 1.6.1 丙方应根据甲方的要求，及时作出同意向甲方和（或）被指定人转让资产的股东会决议；乙方应根据甲方的要求，在丙方的相应内部决议程序中投票同意丙方向甲方和（或）被指定人转让资产；
- 1.6.2 丙方应与甲方（或，在适用的情况下，为被指定人）按照本协议及资产购买通知的规定，签署资产转让协议；
- 1.6.3 有关方应签署所有其他所需的协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买的资产的有效所有权转移给甲方和（或）被指定人并使甲方和（或）被指定人成为被购买的资产的所有人（如需）。为本款的目的，“担保权益”包括抵押、质押或其他形式的第三方权利或权益，任何购买权、收购权、抵销权、留置权或其他担保安排等；但为了明确起见，不包括在本协议以及股

权质押协议项下产生的任何担保权益；

- 1.6.4 乙方和丙方应采取一切必要的行动，使被购买资产的转让无论在实质上还是在程序上都不受干扰。除本协议中明确规定的条件外，乙方和丙方均不应对被购买资产的转让设置任何障碍或限制性条件。

1.7 购买价款的支付

甲方应根据第 1.3 条约定的购买价格按各方约定的方式向乙方支付股权购买价款和/或资产购买价款。但无论如何，乙方和/或丙方在此分别及共同不可撤销的承诺在符合当时中国法律法规的规定和政策要求的前提下，甲方因此而支付给乙方和/或丙方的任何价款均应由乙方和/或丙方返还甲方和/或被指定人。如届时中国法律不允许该等返还，则乙方及丙方承诺将以托管的形式为甲方和/或被指定人托管该等款项，并配合甲方和/或被指定人签署托管协议或其他相关法律文件。在依据中国法律对购买价进行必要的税务代扣代缴以后，购买价由甲方在被购买的股权和/或被购买的资产正式转让至甲方和/或被指定人名下之日起七（7）个工作日内支付至乙方和/或丙方指定的账户。

第二条 有关股权的承诺

2.1 乙方（作为丙方的股东）和丙方分别承诺如下：

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；
- 2.1.2 按照良好的商业标准及惯例，保持其公司的有效存续，审慎地及有效地经营其业务和处理公司事务；
- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方及其子公司的任何资产、业务或收入的合法或受益权益（除日常业务经营所需之外），或允许在其上设置任何其他担保权益；
- 2.1.4 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算；在发生清算后，乙方不可撤销地承诺在符合届时中国法律的规定和要求的前提下，乙方将向甲方或甲方指定的一方全额支付其所收取的任何剩余残值，

或促使发生该等支付行为，并且甲方或被指定人应以无偿或以当时中国法律允许的最低价格获取该等剩余残值。如中国法律禁止该等支付，则乙方承诺将以托管的形式为甲方托管该等款项，并配合甲方签署托管协议或其他相关法律文件；

- 2.1.5 未经甲方的事先书面同意，不发生、不承继、不保证或不容许存在任何债务，但（1）正常或日常业务过程中产生而不是通过借款方式产生的合法债务，和（2）已向甲方披露和得到甲方书面同意的债务除外；
- 2.1.6 一直在正常业务过程中经营所有业务，以保持丙方及其子公司的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；
- 2.1.7 未经甲方的事先书面同意，丙方及其子公司不得签署任何重大协议（包括但不限于贷款、对外担保、财产处分等会给公司带来负债或实质不利影响的协议），但在正常业务过程中签署的协议除外（就本段而言，如果一份协议的价值超过人民币 100 万元，即被视为重大协议）；
- 2.1.8 未经甲方的事先书面同意，丙方及其子公司不向任何人提供贷款、担保或信贷；
- 2.1.9 应甲方要求，向其提供所有关于丙方及其子公司的营运和财务状况的资料；
- 2.1.10 在可能实现的情况下，丙方应从甲方认可的保险公司处购买和一直持有保险，维持的保险金额和险种应与在同一地区经营类似业务和拥有类似财产或资产的公司通常投保的金额和险种一致；
- 2.1.11 未经甲方的事先书面同意，丙方及其子公司不得与任何人合并或联合，或收购任何人或向任何人投资；
- 2.1.12 立即通知甲方发生或可能发生与丙方或其子公司资产、业务和收入有关的诉讼、仲裁或行政程序，并根据甲方的合理要求采取一切必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；
- 2.1.13 为保持丙方及/或其子公司对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；

2.1.14 未经甲方事先书面同意，不得以任何形式派发股息、红利或分配任何资产给各股东，如乙方取得任何上述利益，应在三个工作日内通知甲方并立即将有关利益无偿转让给甲方；及

2.1.15 根据甲方的要求，委任由甲方指定的任何人士出任丙方的董事和/或执行董事、总经理、财务总监及其他高级管理人员。

2.2 乙方承诺如下：

2.2.1 乙方将在签署本协议的同时与甲方签署股权质押协议，将其持有的丙方全部股权以第一顺位优先质押的方式质押给甲方并完成股权质押登记手续；

2.2.2 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置任何丙方股权的合法或受益权益，或允许在其上设置任何其他担保权益，但根据本协议产生的担保权益及根据股权质押协议在乙方的股权上设置的质押则除外；若甲方事先书面同意的，乙方如出售、转让或以其他方式处置其拥有的丙方的股权的任何合法或受益权益，其取得的对价收益应当全部转付予甲方（除根据借款协议首先用于偿还该笔借款外）；

2.2.3 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权益，或允许在其上设置任何其他担保权益，但批准根据本协议产生的担保权益以及股权质押协议在丙方股权上设置的质押则除外；

2.2.4 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事不批准丙方在未经甲方的事先书面同意的情况下，与任何人合并或联合，或收购任何人或向任何人投资；

2.2.5 立即通知甲方已经发生或可能发生任何关于其所拥有的丙方股权的诉讼、仲裁或行政程序，并根据甲方的合理要求采取一切必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；

2.2.6 保证丙方股东会并促使丙方董事会或不设董事会的情况下的执行董事表决赞成本协议规定的被购买的股权的转让并且应甲方之要求采取其他任何行

动;

- 2.2.7 为保持其对股权的所有权, 签署所有必要或适当的文件, 采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩;
- 2.2.8 经甲方随时要求, 应向甲方或其指定的人在任何时间无条件地并立即转让其股权和/或资产;
- 2.2.9 同意签署一份令甲方满意的不可撤销的授权委托书, 将其作为丙方股东的全部权利授权给甲方及/或被指定人代为行使;
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签署的其他协议的各项规定, 切实履行该等协议项下的各项义务, 并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下或本协议各方签署的股权质押协议项下或对甲方的授权委托书中的股权, 还留存有任何权利, 除非甲方书面指示, 否则乙方仍不得行使该权利;
- 2.2.11 根据甲方的要求, 委任由甲方指定的任何人士出任丙方的董事和/或执行董事, 并促使委任甲方指定的任何人士出任总经理、财务总监及其他高级管理人员;
- 2.2.12 如乙方从丙方取得任何利润、股息、分红、清算所得和/或分配任何资产, 应在三个工作日内通知甲方并立即将有关利益无偿转让给甲方或甲方指定的任何人。

第三条 陈述和保证

- 3.1 乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及个别陈述和保证如下:
 - 3.1.1 其具有签署和交付本协议和其为一方的、根据本协议为每一次转让被购买的股权或被购买资产而签署的任何股权转让协议和/或资产购买协议(以下合称“**转让协议**”), 以及履行其在本协议和任何转让协议项下的义务的权利和能力。本协议和其为一方的各转让协议一旦签署后, 将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

- 3.1.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；
- 3.1.3 无论是本协议或任何转让协议的签署和交付还是其在本协议或任何转让协议项下的义务的履行均不会：（1）导致违反任何有关的中国法律及香港法律、法规或规章（包括但不限于《香港联合交易所有限公司证券上市规则》（“**香港上市规则**”）；（2）与其章程或其他组织文件相抵触；（3）导致违反其为一方或对其有约束力的任何协议或文据，或构成其为一方或对其有约束力的任何协议或文据项下的违约；（4）导致违反有关向其颁发的任何许可或批准的授予和（或）继续有效的任何条件；或（5）导致向其颁发的任何许可或批准中止或被撤销或附加条件；
- 3.1.4 乙方对其在丙方拥有的股权或所有资产拥有良好的和可出售的所有权。乙方在上述资产或股权上没有设置任何担保权益，但根据本协议所产生的担保权益以及根据股权质押协议在丙方股权上设置的质押则除外；
- 3.1.5 丙方对其所有资产拥有良好和可出售的所有权。丙方在上述资产上没有设置任何担保权益；
- 3.1.6 丙方没有任何未偿还债务，但（1）在其正常的业务过程中发生的合法债务，及（2）已向甲方披露及经甲方书面同意的债务除外；
- 3.1.7 丙方遵守适用于购买权的所有法律和法规；
- 3.1.8 目前没有正在进行或悬而未决或可能发生的与丙方股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。
- 3.2 乙方向甲方保证，其已经做出一切妥善安排并签署一切需要的文件，保证在其破产或发生其他可能影响其行使股东权利的情形时，其债权人等可能因此取得股权或相关权利的人，不能影响或阻碍本协议的履行；因此取得股权或相关权利的主体将被视为本协议的签署一方，承担其在本协议下的所有权利与义务。
- 3.3 如果丙方或其子公司应中国法律要求解散或清算，甲方在中国法律许可的范围内有权委任清算人管理丙方或其附属公司所有资产，丙方或其子公司应在中国法律许可的范围内，按中国法律允许的最低价格将其所持有的全部或部分资产（该等资产为乙方所持丙方股权比例对应的丙方资产）出售予甲方或甲方指定的其他适

格主体。丙方或其子公司在届时有效的中国法适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务；任何该交易产生之收益应在届时有效的中国法适用的范围内，作为《独家业务合作协议》下之服务费之一部分而支付予甲方或甲方指定的适格主体。

- 3.4 乙方不得对外签署任何与丙方或甲方及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间的利益冲突。如产生该等利益冲突（甲方有权单方决定该等利益冲突是否产生），则乙方应在甲方或其被指定人同意的前提下尽可能及时采取措施消除。如乙方拒绝采取消除利益冲突的措施，甲方有权行使本协议项下的购买权。
- 3.5 非经甲方书面同意，乙方不得以任何方式直接或间接参与、从事与丙方及其控制的子公司业务存在或可能存在竞争的业务，或受聘于经营与丙方及其控制的子公司业务存在或可能存在竞争业务的相关实体或持有该等实体的权益、资产，甲方有权最终决定乙方是否存在或可能存上述情形。
- 3.6 各方分别向另一方保证，一旦中国法律允许且质权人决定按照本协议购买所有乙方所持有的丙方全部股权，各方将立即解除本协议。

第四条 生效日

本协议于各方签署本协议之日生效（以下简称“**生效日**”），有效期至乙方持有任何丙方股权及/或乙方所持丙方股权对应的丙方的全部资产均根据本协议的约定依法转让至甲方及/或被指定人名下后终止。尽管有上述规定，甲方始终有权在任何时候提前三十（30）天向乙方、丙方发出书面通知解除本协议，且甲方无需就单方解除本协议的行为承担任何违约责任。

第五条 适用法律与争议的解决

5.1 适用法律

本协议的签署、有效性、履行、修改、终止和解释，以及争议的解决在各个方面均受中国法律管辖，并根据中国法律作出解释。

5.2 争议的解决

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后三十（30）天之内争议仍然得不到解决，则任何一方均可将有关争议提交给上海国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁地点为上海，仲裁使用之语言为中文。仲裁裁决是终局性的，对各方均有约束力。

仲裁进行期间，除提交仲裁的争议事项或义务外，各方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予甲方适当的法律救济，包括限制丙方的业务经营，就丙方的股权或资产实施限制、禁止或责令进行转让或处置，对丙方进行清算等。

在等待组成仲裁庭期间及在适当情况下，各方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括甲方关联的拟/已上市公司注册成立地的法院、丙方注册成立地的法院、或丙方或甲方主要资产所在地的法院）应当为上述目的被视为具有管辖权。

第六条 税款、费用

每一方应各自承担根据中国法律因准备和签署本协议和各转让协议以及完成本协议和因转让协议拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册税、花费和费用。

第七条 通知

本协议要求任何一方或公司发出的通知或其他通讯，应用中文书写，并用专人递送或用信函或传真发至其他方在下列的地址或其他方不时通知该方的其他指定地址。通知被视为实际送达的日期，应按如下确定：（1）专人递送的通知，专人递送当日即视为已实际送达；（2）用信函发出的通知、则在邮资付讫的航空挂号信寄出日（在邮戳上标明）后的第十（10）天，即视为已实际送达，或在送交国际承认的专递服务机构后的第四（4）天，即视为已实际送达；以及（3）用传真发送的通知，在有关文件的传送确认单上所显示的接收时间视为已实际送达。

甲方：空山网络科技（上海）有限公司

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

收件人：许式伟

乙方：上海七牛信息技术有限公司

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

收件人：许式伟

丙方：七牛（深圳）云计算有限公司

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

收件人：许式伟

第八条 保密责任

各方同意，一方因履行本协议而从他方取得、了解或接触到的任何资料和信息均为保密信息，对提供方均具有重要经济及商业价值（“**保密信息**”），但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，各方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、香港上市规则、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向本协议当事人之外的任何第三方泄露、给予或转让保密信息。

本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

第九条 进一步保证

各方同意迅速签署为执行本协议的各项规定和实现本协议目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和实现本协议的目的而采取合理需要的或对其有利的进一步行动。

第十条 其他

10.1 修改与补充

对本协议作出修订、修改与补充，必须经各方签署书面协议。

10.2 法律和法规的遵守

各方应遵守并确保各方的经营完全遵守中国正式公布并可公开得到的所有法律和法规。

10.3 完整协议

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议及其附件构成本协议各方就本协议标的物所达成的完整协议，取代在此之前就本协议标的物所达成的所有口头或书面的协商、陈述和协议。

10.4 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

10.5 语言

本协议以中文书就，一式叁份，各方各持壹份，每份具有相同的法律效力。

10.6 可分割性

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相同或相似。

10.7 继任者

本协议对各方的继任者和各方所允许的受让方应具有约束力并对其有效。

10.8 继续有效

10.8.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

10.8.2 本协议第 5、7、8 条和 10.8 条的规定在本协议终止后继续有效。

10.9 弃权

任何一方可以对本协议的条款和条件作出弃权，但必需经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

10.10 法人资格

各方在此同意并确认，若甲方事先书面同意任一丙方解散或清算的，该等丙方法人资格的消灭不影响本协议于其他各签署方之间的效力，即本协议于其他各签署方之间仍合法有效。

10.11 权利转让

未经甲方事先书面同意，丙方及/或乙方不得向任何第三方转让其在本协议下的任何权利及/或义务。

(以下无正文)

(本页无正文，为《独家购买权协议》签署页)

甲方：空山网络科技（上海）有限公司（盖章）

法定代表人或授权代表（签字）：



A handwritten signature in black ink, appearing to be "王如书", written over a horizontal line.

(本页无正文，为《独家购买权协议》签署页)

乙方：上海七牛信息技术有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be "王如伟" (Wang Ruwei).

(本页无正文，为《独家购买权协议》签署页)

丙方 1: 七牛（深圳）云计算有限公司



法定代表人或授权代表（签字）：

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be the name of the legal representative or authorized representative of the company.

授权委托书

本人许式伟，为上海七牛信息技术有限公司（“**目标公司**”）的股东，持有目标公司 73.5%的股权，中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）公民，身份证号码为 332625197710306638，就本人目前及未来所持目标公司所有股权（“**本人股权**”），特此无条件且不可撤销地授权空山网络科技（上海）有限公司（“**WFOE**”）或 WFOE 指定的其他人士及其职责承继人（包括承继其职责的清算人）（“**被授权人**”，被授权人应为中国公民或法人，为免疑义，前述中国公民或法人不包括本人且不应属于《香港联合交易所有限公司证券上市规则》所定义的“联系人”）在本授权委托书的有效期限内行使如下权利：

授权被授权人作为本人唯一的排他的代理人就有关本人股权的事宜以本人的名义全权代表本人行使包括但不限于如下的权利：（1）参加目标公司的股东会，并代表本人签署有关股东会记录、股东会决议或其他股东会相关法律文件；（2）行使按照法律和目标公司的章程规定本人所享有的全部股东权利，包括但不限于股东表决权、出售或转让或质押或处置本人股权的全部或任何一部分的权利、决定目标公司的增资、减资、合并、分立、股权转让等事项、决定目标公司的经营方针和投资计划、决定目标公司的财务预算决算及分配方案、决定处置目标公司的任何资产、批准目标公司年度预算或宣布分红、决定解散和清算目标公司、指定和委派目标公司的清算组成员、批准目标公司清算方案和清算报告等；（3）作为本人的授权代表指定和选举目标公司的法定代表人、董事长、董事（或执行董事）、监事、总经理以及其他高级管理人员；（4）签署文件、会议记录及在相关公司注册登记的市场监督管理部门存档文件、留存签署文件（包括但不限于会议记录和决议），以及以本人的名义代表本人签署、行使与目标公司股权有关的股东权利的文件及在相关市场监督管理部门存档文件；（5）代表目标公司的登记股东就目标公司在其破产时行使表决权；及（6）其他适用的中国法律及目标公司章程（及章程修正案）规定的任何股东权利等。

除本授权委托书另有约定外，被授权人有权划拨、使用或以其他方式处置由本人股权产生的现金股息红利及其他非现金收益。

除本授权委托书另有约定外，被授权人就本人股权的一切行为均可依照被授权人自身的判断做出而无需本人的任何口头或书面的指示。

被授权人将有权在授权范围内代表本人签署《独家购买权协议》（本人应要求作为协议方）中约定的转让合同，如期履行本人作为合同一方的与本授权委托书同中签

署的《股权质押协议》和《独家购买权协议》，该权利的行使将不对本授权形成任何限制。

被授权人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

被授权人有转委托权，经提前五（5）日以书面形式通知本人，被授权人有权就上述事项的办理以及本人股权的行使自行再委托其他个人或单位而不必获得本人的同意。

在本人为目标公司的股东期间，本授权委托书不可撤销并持续有效，自本授权委托书签署之日起算。一旦 WFOE 书面通知本人全部或部分终止本授权委托书，本人将立即收回在此向 WFOE 及相关主体做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对 WFOE 提名的其他人士作出与本授权委托书内容相同的授权和委托。本授权委托书在下列情况下自动终止：（a）一旦中国法律允许 WFOE 可以直接持有目标公司的股权并且 WFOE 及其子公司、分公司可以合法从事目标公司的业务，在 WFOE 或其全资子公司按约定正式登记为目标公司唯一股东之日；或（b）WFOE 或被指定人按照《独家购买权协议》的规定购买目标公司所有股权及资产，并且利用目标公司资产合法地从事目标公司的业务。

本授权委托书有效期内，本人特此放弃已经通过本授权委托书授权给被授权人的与本人股权有关的所有权利，不再自行行使该等权利，亦不会授权除被授权人外任何第三方本授权委托书项下的权利或其他类似权利。

就本授权委托书项下授权事宜，本人特此承诺并保证：

（1）本人在本授权委托书项下的授权并不会引致本人与 WFOE 及 / 或被授权人实际或潜在的利益冲突。如本人和目标公司与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，本人将会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人身兼 WFOE 或 WFOE 之境外母公司的董事（或执行董事）、高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 的指示授权除本人外的其他（非同时为目标公司股东）董事（或执行董事）、高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与目标公司或 WFOE 及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单

方决定该等利益冲突是否产生)，则本人应在 WFOE 或其被指定人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使《独家购买权协议》项下的购买权。

(2) 在目标公司破产、清算、解散或终止的情况下，本人在目标公司破产、清算、解散或终止后获得的所有资产包括目标公司股权将以无偿或以当时中国法律允许的最低价格转让予 WFOE（如中国法律禁止该等支付，则本人承诺将以托管的形式为 WFOE 托管该等款项，并配合 WFOE 签署托管协议或其他相关法律文件），或者由届时的清算人基于保护 WFOE 直接或间接股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。

(3) 在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使其持有的目标公司股权的情况下，本人将确保本人的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）或当时目标公司股权的股东或受让人出具与本授权委托书一样的授权委托书，承继 / 承担本人在本授权书下的所有权利与义务。

(4) 经提前五 (5) 日以书面形式通知本人，WFOE 有权自行决定向任何其他人士或实体转授权或转让其与上述事项有关的权利而不必获得本人的同意。

本人确认本人配偶（如适用）知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股份是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股份，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的目标公司股份为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

如监管机构要求本人就本授权委托书及本人于 2024 年 6 月 21 日签署的一系列控制性协议的内容作出修改，本人将无条件及适时地全面配合。

如本授权委托书的部分内容因法律的强制性规定无效或不可执行，其他授权内容将继续有效。

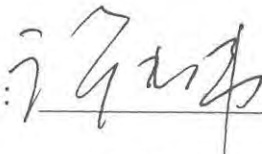
凡因执行本授权委托书所发生的或与本授权委托书有关的一切争议，本人及被授权人有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有有效的仲裁程序和

规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。在等待组成仲裁庭期间及在适当情况下，本人及/或授权人均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就对方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，本人及/或被授权人均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括 WFOE 关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或 WFOE 或目标公司主要资产所在地的法院）应当为上述目的被视为具有管辖权。仲裁期间，除本公司及被授权人有争议且在仲裁的部分外，本授权委托书应持续有效。

本授权委托书自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《授权委托书》的签字页)

签字: 
2024 年 6 月 21 日

授权委托书

本人吕桂华，为上海七牛信息技术有限公司（“**目标公司**”）的股东，持有目标公司 26.5%的股权，中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）公民，身份证号码为 33262519800814141X，就本人目前及未来所持目标公司所有股权（“**本人股权**”），特此无条件且不可撤销地授权空山网络科技（上海）有限公司（“**WFOE**”）或 WFOE 指定的其他人士及其职责承继人（包括承继其职责的清算人）（“**被授权人**”，被授权人应为中国公民或法人，为免疑义，前述中国公民或法人不包括本人且不应属于《香港联合交易所有限公司证券上市规则》所定义的“联系人”）在本授权委托书的有效期限内行使如下权利：

授权被授权人作为本人唯一的排他的代理人就有关本人股权的事宜以本人的名义全权代表本人行使包括但不限于如下的权利：（1）参加目标公司的股东会，并代表本人签署有关股东会记录、股东会决议或其他股东会相关法律文件；（2）行使按照法律和目标公司的章程规定本人所享有的全部股东权利，包括但不限于股东表决权、出售或转让或质押或处置本人股权的全部或任何一部分的权利、决定目标公司的增资、减资、合并、分立、股权转让等事项、决定目标公司的经营方针和投资计划、决定目标公司的财务预算决算及分配方案、决定处置目标公司的任何资产、批准目标公司年度预算或宣布分红、决定解散和清算目标公司、指定和委派目标公司的清算组成员、批准目标公司清算方案和清算报告等；（3）作为本人的授权代表指定和选举目标公司的法定代表人、董事长、董事（或执行董事）、监事、总经理以及其他高级管理人员；（4）签署文件、会议记录及在相关公司注册登记的市场监督管理部门存档文件、留存签署文件（包括但不限于会议记录和决议），以及以本人的名义代表本人签署、行使与目标公司股权有关的股东权利的文件及在相关市场监督管理部门存档文件；（5）代表目标公司的登记股东就目标公司在其破产时行使表决权；及（6）其他适用的中国法律及目标公司章程（及章程修正案）规定的任何股东权利等。

除本授权委托书另有约定外，被授权人有权划拨、使用或以其他方式处置由本人股权产生的现金股息红利及其他非现金收益。

除本授权委托书另有约定外，被授权人就本人股权的一切行为均可依照被授权人自身的判断做出而无需本人的任何口头或书面的指示。

被授权人将有权在授权范围内代表本人签署《独家购买权协议》（本人应要求作为协议方）中约定的转让合同，如期履行本人作为合同一方的与本授权委托书同中签

署的《股权质押协议》和《独家购买权协议》，该权利的行使将不对本授权形成任何限制。

被授权人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

被授权人有转委托权，经提前五（5）日以书面形式通知本人，被授权人有权就上述事项的办理以及本人股权的行使自行再委托其他个人或单位而不必获得本人的同意。

在本人为目标公司的股东期间，本授权委托书不可撤销并持续有效，自本授权委托书签署之日起算。一旦 WFOE 书面通知本人全部或部分终止本授权委托书，本人将立即收回在此向 WFOE 及相关主体做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对 WFOE 提名的其他人士作出与本授权委托书内容相同的授权和委托。本授权委托书在下列情况下自动终止：（a）一旦中国法律允许 WFOE 可以直接持有目标公司的股权并且 WFOE 及其子公司、分公司可以合法从事目标公司的业务，在 WFOE 或其全资子公司按约定正式登记为目标公司唯一股东之日；或（b）WFOE 或被指定人按照《独家购买权协议》的规定购买目标公司所有股权及资产，并且利用目标公司资产合法地从事目标公司的业务。

本授权委托书有效期内，本人特此放弃已经通过本授权委托书授权给被授权人的与本人股权有关的所有权利，不再自行行使该等权利，亦不会授权除被授权人外任何第三方本授权委托书项下的权利或其他类似权利。

就本授权委托书项下授权事宜，本人特此承诺并保证：

（1）本人在本授权委托书项下的授权并不会引致本人与 WFOE 及 / 或被授权人实际或潜在的利益冲突。如本人和目标公司与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，本人将会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人身兼 WFOE 或 WFOE 之境外母公司的董事（或执行董事）、高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 的指示授权除本人外的其他（非同时为目标公司股东）董事（或执行董事）、高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与目标公司或 WFOE 及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单

方决定该等利益冲突是否产生)，则本人应在 WFOE 或其被指定人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使《独家购买权协议》项下的购买权。

(2) 在目标公司破产、清算、解散或终止的情况下，本人在目标公司破产、清算、解散或终止后获得的所有资产包括目标公司股权将以无偿或以当时中国法律允许的最低价格转让予 WFOE（如中国法律禁止该等支付，则本人承诺将以托管的形式为 WFOE 托管该等款项，并配合 WFOE 签署托管协议或其他相关法律文件），或者由届时的清算人基于保护 WFOE 直接或间接股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。

(3) 在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使其持有的目标公司股权的情况下，本人将确保本人的继承人（包括配偶、子女、父母、兄弟姐妹、祖父母、外祖父母）或当时目标公司股权的股东或受让人出具与本授权委托书一样的授权委托书，承继 / 承担本人在本授权书下的所有权利与义务。

(4) 经提前五 (5) 日以书面形式通知本人，WFOE 有权自行决定向任何其他人士或实体转授权或转让其与上述事项有关的权利而不必获得本人的同意。

本人确认本人配偶（如适用）知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股份是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股份，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的目标公司股份为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

如监管机构要求本人就本授权委托书及本人于 2024 年 6 月 21 日签署的一系列控制性协议的内容作出修改，本人将无条件及适时地全面配合。

如本授权委托书的部分内容因法律的强制性规定无效或不可执行，其他授权内容将继续有效。

凡因执行本授权委托书所发生的或与本授权委托书有关的一切争议，本人及被授权人有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有效的仲裁程序和

规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。在等待组成仲裁庭期间及在适当情况下，本人及/或授权人均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就对对方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，本人及/或被授权人均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括 WFOE 关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或 WFOE 或目标公司主要资产所在地的法院）应当为上述目的被视为具有管辖权。仲裁期间，除本公司及被授权人有争议且在仲裁的部分外，本授权委托书应持续有效。

本授权委托书自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《授权委托书》的签字页)

签字: 
2024 年 6 月 21 日

授权委托书

上海七牛信息技术有限公司（“**本企业**”），为七牛（深圳）云计算有限公司（“**目标公司**”）的股东，注册于中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）的有限责任公司，就本企业目前及未来所持目标公司所有股权（“**本企业股权**”），特此无条件且不可撤销地授权空山网络科技有限公司（上海）有限公司（以下简称“**WFOE**”）或 WFOE 指定的其他人士及其职责承继人（包括承继其职责的清算人）（“**被授权人**”，被授权人应为中国公民或法人）在本授权委托书的有效期限内行使如下权利：

授权被授权人作为本企业唯一的排他的代理人就有关本企业股权的事宜以本企业的名义全权代表本企业行使包括但不限于如下的权利：（1）参加目标公司的股东会/作出目标公司股东决定，并代表本企业签署有关股东决定或其他相关法律文件；（2）行使按照法律和目标公司的章程规定本企业所享有的全部股东权利，包括但不限于股东表决权、出售或转让或质押或处置本企业股权的全部或任何一部分的权利、决定目标公司的增资、减资、合并、分立、股权转让等事项、决定目标公司的经营方针和投资计划、决定目标公司的财务预算决算及分配方案、决定处置目标公司的任何资产、批准目标公司年度预算或宣布分红、决定解散和清算目标公司、指定和委派目标公司的清算组成员、批准目标公司清算方案和清算报告等；（3）作为本企业的授权代表指定和选举目标公司的法定代表人、董事长、董事（或执行董事）、监事、总经理以及其他高级管理人员；（4）签署文件、会议记录及在相关公司注册登记的市场监督管理部门存档文件、留存签署文件（包括但不限于会议记录和决议），以及以本企业的名义代表本企业签署、行使与目标公司股权有关的股东权利的文件及在相关市场监督管理部门存档文件；（5）代表目标公司的登记股东就目标公司在其破产时行使表决权；及（6）其他适用的中国法律及目标公司章程（及章程修正案）规定的任何股东权利等。

除本授权委托书另有约定外，被授权人有权划拨、使用或以其他方式处置由本企业股权产生的现金股息红利及其他非现金收益。

除本授权委托书另有约定外，被授权人就本企业股权的一切行为均可依照被授权人自身的判断做出而无需本企业的任何口头或书面的指示。

被授权人将有权在授权范围内代表本企业签署《独家购买权协议》（本企业应要求作为协议方）中约定的转让合同，如期履行本企业作为合同一方的与本授权委托书

同日签署的《股权质押协议》和《独家购买权协议》，该权利的行使将不对本授权形成任何限制。

被授权人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

被授权人有转委托权，经提前五（5）日以书面形式通知本企业，被授权人有权就上述事项的办理以及本企业股权的行使自行再委托其他个人或单位而不必获得本企业的同意。

在本企业为目标公司的股东期间，本授权委托书不可撤销并持续有效，自本授权委托书签署之日起算。一旦 WFOE 书面通知本企业全部或部分终止本授权委托书，本企业将立即收回在此向 WFOE 及相关主体做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对 WFOE 提名的其他人士作出与本授权委托书内容相同的授权和委托。

本授权委托书有效期内，本企业特此放弃已经通过本授权委托书授权给被授权人的与本企业股权有关的所有权利，不再自行行使该等权利，亦不会授权除被授权人外任何第三方本授权委托书项下的权利或其他类似权利。

就本授权委托书项下授权事宜，本企业特此承诺并保证：

（1）本企业在本授权委托书项下的授权并不会引致本企业与 WFOE 及 / 或被授权人实际或潜在的利益冲突。如本企业和目标公司与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，本企业将会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本企业委派人员身兼 WFOE 或 WFOE 之境外母公司的董事（或执行董事）、高级管理人员的情况下，本企业将授权 WFOE 或根据 WFOE 的指示授权除本企业委派人员外的其他董事（或执行董事）、高级管理人员行使本授权委托书项下的权利。本企业不得对外签署任何与目标公司或 WFOE 及其被指定人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本企业不得以作为或不作为的方式导致本企业与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本企业应在 WFOE 或其被指定人同意的前提下尽可能及时采取措施消除。如本企业拒绝采取消除利益冲突的措施，WFOE 有权行使《独家购买权协议》项下的购买权。

（2）在目标公司破产、清算、解散或终止的情况下，本企业在目标公司破产、清

算、解散或终止后获得的所有资产包括目标公司股权将以无偿或以当时中国法律允许的最低价格转让予 WFOE（如中国法律禁止该等支付，则本企业承诺将以托管的形式为 WFOE 托管该等款项，并配合 WFOE 签署托管协议或其他相关法律文件），或者由届时的清算人基于保护 WFOE 直接或间接股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。

(3) 在本企业发生破产或发生其他可能影响本企业行使其持有的目标公司股权的情况下，本企业将确保承接本企业权利义务的任意第三方出具与本授权委托书一样的授权委托书，承继 / 承担本企业在本授权书下的所有权利与义务。

(4) 经提前五 (5) 日以书面形式通知本企业，WFOE 有权自行决定向任何其他人士或实体转授权或转让其与上述事项有关的权利而不必获得本企业的同意。

如监管机构要求本企业就本授权委托书及本企业于 2024 年 6 月 1 日签署的一系列控制性协议的内容作出修改，本企业将无条件及适时地全面配合。

如本授权委托书的部分内容因法律的强制性规定无效或不可执行，其他授权内容将继续有效。

凡因执行本授权委托书所发生的或与本授权委托书有关的一切争议，本企业及被授权人有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有有效的仲裁程序和规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。在等待组成仲裁庭期间及在适当情况下，本企业及/或授权人均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就对方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，本企业及/或被授权人均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括 WFOE 关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或 WFOE 或目标公司主要资产所在地的法院）应当为上述目的被视为具有管辖权。仲裁期间，除本公司及被授权人有争议且在仲裁的部分外，本授权委托书应持续有效。

本授权委托书自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《授权委托书》的签字页)

上海七牛信息技术有限公司 (盖章)



法定代表人或授权代表签字:

A handwritten signature in black ink, appearing to be "李" followed by a stylized character.

2024年6月21日

股权质押协议

本股权质押协议（“本协议”）由以下各方于 2024 年 6 月 21 日在中国上海签署：

甲方：空山网络科技（上海）有限公司（“质权人”）

住所：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

法定代表人：许式伟

乙方 1：许式伟

身份证号码：332625197710306638

乙方 2：吕桂华

身份证号码：33262519800814141X

丙方：上海七牛信息技术有限公司（“目标公司”）

住所：中国（上海）自由贸易试验区博霞路 66 号 1-5 层

法定代表人：许式伟

乙方 1 与乙方 2 合称“出质人”，出质人、质权人和目标公司以下各称“一方”，合称“各方”。

鉴于：

1. 目标公司是一家根据中华人民共和国（“中国”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）法律在中国上海注册成立的有限责任公司。于本协议签署日，出质人合计持有目标公司 100% 的股权，其中乙方 1 拥有目标公司 73.5% 股权，乙方 2 拥有目标公司 26.5% 股权；
2. 质权人是一家根据中国法律在中国上海注册的外商独资企业；
3. 质权人与目标公司于本协议签署之日签订了《独家业务合作协议》（该协议及其不时修订，下称“**业务合作协议**”）；本协议各方于本协议签署之日签署了一份独家购买权协议（该协议及其不时修订，下称“**独家购买权协议 1**”）；甲方、目标公司和七牛（深圳）云计算有限公司于本协议签署之日签署了一份独家购买权协议（该协议及其不时修订，下称“**独家购买权协议 2**”）；出质人与目标公司于本协议签署之日分别签署了授权委托书（该授权委托书及其不时修订，下称“**授权委托书**”，与业务合作协议、独家购买权协议 1、独家购买权协议 2 合称“**主协议**”）。

为了保证出质人及目标公司履行主协议项下的义务并且保证质权人能够按时足额自目标公司收取业务合作协议项下的服务费，出质人愿意以其在目标公司中持有的全部股权向质权人提供质押担保。出质人与质权人经协商，特签订本协议。

1. 定义

除非本协议另有规定，下列词语含义为：

- 1.1 质权：指本协议第 2 条所列的全部内容。
- 1.2 质押股权：指出质人现在和将来在目标公司中合法持有的全部股权，于本协议签署日即目标公司 100%的股权。
- 1.3 质押期限：指本协议第 3 条规定的期间。
- 1.4 违约事件：指本协议第 7.1 条所列情况。
- 1.5 违约通知：指质权人根据本协议发出的宣布出质人违约事件的通知。

2. 质权

- 2.1 为担保质权人因出质人和/或目标公司的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失，出质人及目标公司按时、足额履行本协议项下的所有义务（“**担保债务**”），包括但不限于目标公司向质权人支付本协议中规定的咨询和服务费（无论该等费用的到期应付是由于到期日的到来、提前收款的要求或其它原因），出质人特此将其现有及将拥有的目标公司的全部股权权益质押给质权人，并赋予质权人第一顺位受偿权。
- 2.2 质权系指质权人所享有的，以出质人质押给质权人的质押股权折价、拍卖或变卖该股权的价款优先受偿的权利。
- 2.3 在本协议有效期内，质权人对质押股权的价值损失不承担任何责任，出质人亦无权要求或以任何方式要求质权人就此类损失进行赔偿，除非这种损失是由质权人故意或重大过失而造成的。
- 2.4 根据上述第 2.3 条的规定，在质押财产价值存在任何可能的明显损失，足以威胁质权人相关利益的情况下，质权人可以代表出质人在任何时候拍卖或变卖质押股权，并将拍卖或出售所得作为与出质人协议的保证债务提前偿还，或将其所得交给质权人所在地公证机构委托保管（由此产生的任何费用应由出质人承担）。
- 2.5 各方确认，一旦目标公司的股权价值增长，包括但不限于目标公司通过收购其他公司的股权使质押股权增值，或通过获得重大资产等方式使质押股权增值，质权人行使质权时，将不依据本协议签署时目标公司股权的价值享有优先受偿权，而将依据行使质权时目标公司的股权价值享有优先受偿权。

3. 质押登记及期限

- 3.1 本质权自本协议项下股权出质在相应的市场监督管理部门登记之日起生效,质权有效期持续到主协议因到期失效或者提前终止,且主协议项下所有出质人欠付质权人的款项结清为止或质权人已按本协议的约定实现其质权为止。各方同意,在本协议签署之日,出质人和目标公司应将本协议的质权登记在目标公司股东名册上,并在本协议签署之日后尽快向相应的市场监督管理部门申请登记本协议项下的质权;出质人和目标公司应当按照中国法律法规和有关市场监督管理部门的各项要求,提交所有必要的文件并办理所有必要手续。

如质押记载事项发生变化(如有),依法需进行变更记载的,经质权人书面同意,目标公司应在记载事项发生变更之日后尽快作相应变更记载,并提交相关的变更登记文件及在市场监督管理部门办理相关变更登记手续(如需),并从该机关取得该等变更登记的书面证明并提供该等书面证明予质权人。

- 3.2 质押期限内,若出质人未按主协议约定向质权人履行义务,质权人有权但无义务按本协议以及有关中国法律法规的规定行使或处置质权。

4. 质权凭证的保管

- 4.1 在本协议规定的质押期限内,目标公司应将股权出质证明书、由法定代表人签署并加盖公章的股东名册以及有关股权质押的工商登记证明文件交付质权人,并由质权人在本协议规定的质押期限内保管。
- 4.2 质权人有权收取并拥有自本协议签署之日起至质押期限终止之日止质押股权所产生的全部股息红利等现金收益及全部非现金收益或其他可分配利益。自本协议签署之日起至质押期限终止之日止,若出质人收到任何质押股权产生的股息或红利的,应在收到的当天支付给质权人。

5. 出质人和目标公司的声明和保证

- 5.1 目标公司是根据中国法律适当注册并合法存续的有限责任公司;
- 5.2 出质人是质押股权合法的所有人。
- 5.3 在任何时候,一旦质权人根据本质押协议行使质权人的权利,不应有来自任何其他方的干预。
- 5.4 质权人有权以本协议规定的方式处分并转让质权。
- 5.5 除本质权及依据独家购买权协议赋予质权人的独家购买权之外,出质人未在质押股权上设置任何其他质押权利或任何其他类型的第三方权利。
- 5.6 任何第三人的同意、许可、弃权或授权,任何政府部门的批准、许可、豁免,或任何与履行本协议有关政府部门的登记或备案手续(如需)已经办理齐全,并在本协议期限内是完全有效的。

5.7 所有取得质押股权相关的税款和费用已由出质人全部付清。

5.8 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律；(ii)与目标公司章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

6. 出质人和目标公司的承诺

6.1 在本协议存续期间，出质人向质权人承诺，出质人将：

6.1.1 除履行独家购买权协议及本协议外，未经质权人事先书面同意，不得转让质押股权，不得在质押股权上设立或允许存在任何可能影响质权人权利和利益的任何质押或其他形式的担保；

6.1.2 遵守并执行权利质押的相关法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于三（3）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；

6.1.3 将任何可能导致对质押股权或其任何部分的权利产生影响的事件或收到的通知，以及可能改变出质人在本协议中的任何保证、义务、或对出质人履行其在本协议中义务可能产生影响的任何事件或收到的通知及时通知质权人；

6.1.4 未经质权人事先书面同意，不得以任何形式补充、更改或修改目标公司的公司章程文件，增加或减少其注册资本，或以其他方式改变目标公司的股权结构。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权。

6.2 出质人同意，质权人按本协议之条款行使质权时，不应受到出质人或出质人的权利义务承继人或出质人之委托人或任何其他通过法律程序的中断或妨害。

6.3 出质人向质权人保证，为保护或完善本协议对主协议项下目标公司向质权人按期足额支付服务费，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人所要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人所要求的行为，并为本协议赋予质权人之权利的行使提供便利，与质权人或其指定的人（自然人或法人）签署所有的有关股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。

- 6.4 出质人向质权人保证,为了质权人的利益,出质人将遵守、履行所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件,出质人应赔偿质权人由此遭受的一切损失。
- 6.5 如有法律改变或要求,出质人将尽其最大努力完成所有要求的法律程序,包括但不限于市场监督管理部门登记,以使得该质押持续有效,并能充分对抗第三人。
- 6.6 出质人向质权人保证,其已经做出一切妥善安排并签署一切需要的文件,保证在其去世、丧失行为能力、破产、结婚、离婚或发生其他可能影响其行使股东权利的情形时,其继承人、监护人、债权人、配偶等可能因此取得股权或相关权利的人,不能影响或阻碍本协议的履行。
- 6.7 如果发生目标公司应中国法律要求解散或清算的情形,目标公司及出质人应在中国法律许可的范围内,按中国法律允许的最低价格将其所有的资产包括股权以无偿或以当时中国法律允许的最低价格转让予质权人,或者由届时的清算人基于保护质权人之境外直接或间接母公司的股东及/或债权人的利益对目标公司的所有资产包括股权进行处置。如中国法律禁止该等支付,则出质人承诺将以托管的形式为质权人托管该等款项,并配合质权人签署托管协议或其他相关法律文件。
- 6.8 各方分别向另一方保证,一旦中国法律允许且质权人决定按照各方签署的独家购买权协议购买所有出质人所持有的目标公司全部股权,各方将立即解除本协议。

7. 违约事件

- 7.1 非因法律变化或不可抗力因素,下列事项均被视为违约事件:
- 7.1.1 出质人及/或目标公司未能按期、完整履行任何主协议项下责任,包括但不限于目标公司未能按期足额支付主协议项下的应付的咨询服务费等费用或有违反该协议其他义务的行为;
- 7.1.2 出质人在本协议第 5 条所作的任何声明或保证有实质性的误导或错误,和/或出质人违反本协议第 5 条的声明和保证;
- 7.1.3 出质人和/或目标公司违反本协议第 6 条中的任何承诺;
- 7.1.4 出质人和/或目标公司违反本协议的任何条款;
- 7.1.5 除本协议第 6.1.1 条的规定外,出质人舍弃出质的股权或未获得质权人书面同意而擅自转让或意图转让或以其他方式处分出质的股权;
- 7.1.6 出质人本身对外的任何借款、担保、赔偿、承诺或其他偿债责任
(1) 因违约被要求提前偿还或履行;或(2) 已到期但不能如期

偿还或履行,致使质权人认为出质人履行本协议项下的义务的能力已受到影响;

7.1.7 出质人不能偿还一般债务或其他欠债;

7.1.8 因有关法律颁布使得本协议不合法或出质人不能继续履行本协议项下的义务,能够通过补救而出质人拒绝补救致使本协议无法履行;

7.1.9 如果本协议可被执行或使之合法或生效所须之一切政府部门同意、许可、批准或授权被撤回、中止、失效或有实质性修改,能够进行补救而出质人拒绝补救;

7.1.10 出质人所拥有的财产出现不利变化,致使质权人认为出质人履行本协议项下的义务的能力已受到影响;

7.1.11 出质人的权利义务承继人或接管人只能履行部分或拒绝履行任何主协议项下的服务费支付义务;

7.1.12 非因法律强制性规定,质权人不能行使处分质权的其他情况。

7.2 如知道或发现本条第 7.1 款所述的任何事项或可能导致上述事项的事件已经发生,出质人和目标公司应立即以书面形式通知质权人。

7.3 除非本条第 7.1 款所列的违约事项已在质权人感到满意的情况下获得圆满解决,否则质权人可在出质人违约事项发生时或发生后的任何时间以书面形式向出质人发出违约通知,要求目标公司立即支付任何主协议项下的款项或者按本协议第 8 条的规定处分质权。为避免歧义,各方一致同意,出质人在本协议项下承担的违约责任赔偿金额以该出质人所持的全部质押股权的全部价值为限。

8. 质权的行使

8.1 在主协议因到期失效或者提前终止,且任何主协议项下质权人应得的款项未全部足额支付前,未经质权人书面同意,出质人不得转让其拥有的目标公司的股权及与该股权相关的任何权益。

8.2 质权人行使质权时应向出质人发出违约通知。

8.3 受限于第 8.2 款的规定,质权人可在按第 8.2 款发出违约通知的同时或在发出违约通知之后的任何时间里对质权行使处分的权利。质权人决定行使处分质权的权利时,出质人即不再拥有任何与股权有关的权利和利益。

8.4 质权人有权按照法定程序以本协议项下的全部或部分股权折价,或以拍卖、变卖该股权的价款优先受偿,直到全部偿还任何主协议项下的担保

债务，质权人不应为其合理行使的权利所导致的任何损失承担责任。

- 8.5 质权人依照本协议处分质权时，出质人不得设置障碍，并应予以必要的协助，以使质权人实现其质权。质权人亦有权以书面方式指定其律师或其他代理人行使其质权，出质人或目标公司对此均不得提出异议。
- 8.6 在出质人违约时，在法律许可的范围内并根据有关法律的规定，质权人有权按照法定程序处置质押股权，对于处置所得，质权人无需给出质人；出质人特此放弃其可能拥有的能向质权人要求任何质押股权处置所得的权利。同样，如果质权人在该质押股权处置后仍未能就主协议下的服务费完全受偿，出质人将不再承担任何义务。

9. 转让

- 9.1 除非经质权人事先书面同意，出质人和目标公司无权赠予或转让其在本协议项下的权利、义务。
- 9.2 本协议对出质人及其继任人和经许可的受让人均有约束力，并且对质权人及每一继任人和受让人有效。
- 9.3 质权人可以在任何时候将其在主协议项下的所有或任何权利和/或义务转让给其指定的人（自然人/法人），在这种情况下，受让人应享有和承担本协议项下质权人享有和承担的权利和义务，如同其作为本协议的一方。质权人转让主协议项下的权利和义务时，应质权人要求，出质人及目标公司应就此转让签署有关协议和/或文件。
- 9.4 因转让所导致的质权人变更后，根据质权人的要求，新质押各方应重新签订质押协议，出质人应配合与新的质权人签署相关质押协议并配合办理股权出质登记。
- 9.5 出质人、目标公司应严格遵守本协议和各方单独或共同签署的其他有关协议的规定，包括主协议，履行各协议项下的义务，并不进行任何足以影响协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对质押股权还留存的权利。

10. 终止

在(1)主协议因到期失效或者提前终止，(2)所有主协议项下的服务费支付完毕，并且出质人、目标公司及出质人的股东不再承担主协议项下的任何义务，以及(3)出质人按照独家购买权协议的约定依法转让所有目标公司股权至质权人及/或被指定人名下以后，本协议立即终止。质权人和出质人应在合理可行的时间内尽早采取必要的行动以达到本协议终止的效果。

11. 手续费及其他费用

一切与本协议有关的费用及实际开支，包括但不限于法律费用、工本费、印

花税以及任何其他税收、费用等全部由质权人承担。

12. 不可抗力

12.1 本协议的履行因任何“不可抗力事件”而被延迟或受到阻碍时, 仅就该部分被延迟或被阻碍的履行, 受到不可抗力影响的一方不需对此承担本协议项下的责任。“不可抗力事件”是指超出了一方所能合理控制的范围, 在受影响的一方加以合理注意之下仍不可避免的任何事件, 其中包括但不限于, 政府行为、自然力、火、爆炸、地理变化、风暴、洪水泛滥、地震、潮汐、闪电或战争。但是, 资信、资金或融资不足不得被视为是超出了一方所能合理控制的事项。受“不可抗力事件”影响寻求免除本协议项下履行责任的一方应尽快将此项免除责任事项通知另一方并告之其完成履行所要采取的步骤。

12.2 受到不可抗力影响的一方不需为此承担本协议项下的责任, 但是只有在受影响的一方尽其合理可行之努力履行协议的条件下, 寻求免除责任的一方才可获得对此项责任履行的免除, 并且仅以被延迟或受阻碍的部分履行为限。一旦此类免除责任的原因得到纠正和补救, 各方同意以最大努力恢复本协议项下的履行。

13. 保密

各方同意, 一方因履行本协议而从他方取得、了解或接触到的任何资料和信息均为保密信息, 对提供方均具有重要经济及商业价值 (“**保密信息**”), 但信息接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息, 各方承诺将采取各种合理的保密措施予以保密; 非经提供方事先书面同意或者根据法律、法规规定、《香港联合交易所有限公司证券上市规则》、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构 (包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会) 或法院的命令而披露外, 除为履行本协议的目的外, 一方不得以任何目的使用保密信息, 不得向本协议当事人之外的任何第三方泄露、给予或转让保密信息。

本协议终止时, 一方应将载有保密信息的任何文件、资料或软件, 按提供方要求处置, 并从任何有关记忆装置中删除保密信息, 并且不得继续使用。

各方一致同意, 不论本协议是否变更、解除或终止, 本协议第 13 条将持续有效。

14. 争议的解决

14.1 本协议的订立、效力、履行、修改和终止以及争议的解决应受中国法律管辖并根据中国法律做出解释。

14.2 在本协议各方就本协议项下条款的解释和履行发生争议时, 各方应善意通过协商解决该争议。如果在一方向另一方发出要求协商解决的书面通知后十五 (15) 日之内, 各方仍未达成解决争议的协议, 任何一方均可

将有关争议提交上海国际经济贸易仲裁委员会按照其届时有效的仲裁规则仲裁解决。仲裁地点在上海；仲裁使用之语言为中文。仲裁裁决应是终局性的，对各方均有拘束力。

14.3 仲裁进行期间，除提交仲裁的争议事项或义务外，各方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令（如开展业务或强制资产转让）或其他临时救济措施、做出适当的裁决，以给予质权人适当的法律救济，包括限制出质人的业务经营，就出质人的股权或资产、质押股权实施限制、禁止或责令进行转让或处置，对出质人或目标公司进行清算等。

14.4 在等待组成仲裁庭期间及在适当情况下，各方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行，包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院（包括质权人关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或目标公司或质权人主要资产所在地的法院）应当为上述目的被视为具有管辖权。

15. 通知

除非有更改下列地址的书面通知，本协议项下的通知应通过专人递送、传真或挂号邮寄的方式发到下列地址。通知如果是以挂号邮寄的方式发送，则挂号邮件的回执上记载的签收日期为送达日，如果以专人递送或传真方式发送，则以发送之日为送达日。以传真方式发送的，应在发送后立即将原件以挂号邮寄或专人递送的方式发到下列地址。

甲方：空山网络科技有限公司

地址：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

收件人：许式伟

乙方 1：许式伟

地址：上海市浦东新区花木镇樱花路 801 弄 7 号 1002 室

乙方 2：吕桂华

地址：上海市青浦区盈港东路 2655 弄 76 号

丙方：上海七牛信息技术有限公司

地址：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

收件人：许式伟

16. 附件

本协议所列附件，为本协议不可分割的组成部分。

17. 分割性

如果本协议项下的任何条款因与有关法律不一致而无效或无法强制执行,则该条款仅在有关法律管辖范围之内无效或无强制力,并且不得影响本协议其他条款的法律效力。

18. 生效

- 18.1 各方确认,本协议自签署之日起生效。针对本协议的任何修改、补充或变更,均须采用书面形式,经各方签字或盖章后生效。
- 18.2 本协议以中文书就,正本一式伍份,各方各持壹份,另一份用于办理质押登记手续,每份具有相同的法律效力。

(以下无正文)

(本页无正文，为《股权质押协议》签署页)

甲方：空山网络科技（上海）有限公司（盖章）

法定代表人或授权代表（签字）：



(本页无正文，为《股权质押协议》签署页)

丙方：上海七牛信息技术有限公司 (盖章)




法定代表人或授权代表 (签字)：

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be '王强' (Wang Qiang).

3-1

(本页无正文，为《股权质押协议》签署页)

乙方 1: 许式伟

(签字) : 

乙方 2: 吕桂华

(签字) : 

附件一：


上海七牛信息技术有限公司

股 东 名 册

上海七牛信息技术有限公司（下称“公司”）的股东姓名、出资额及持股比例如下：

股东名称/姓名	认缴出资额（万元）	持股比例（%）	出资证明书编号
许式伟	3,675	73.5	001
吕桂华	1,325	26.5	002

上海七牛信息技术有限公司（盖章）

法定代表人（签字）：
日期：2024 年 6 月 21 日

上海七牛信息技术有限公司

股 东 名 册

备 注

序号	备注
1	许式伟于____年__月__日将合计持有的本公司 73.5%的股权均质押给空山网络科技（上海）有限公司；吕桂华于____年__月__日将合计持有的本公司 26.5%的股权均质押给空山网络科技（上海）有限公司。

上海七牛信息技术有限公司（章）

法定代表人（签字）：

日期：2024年6月21日

股权质押协议

本股权质押协议（“**本协议**”）由以下各方于2024年6月21日在中国上海签署：

甲方：空山网络科技（上海）有限公司（“质权人”）

住所：中国（上海）自由贸易试验区临港新片区环湖西二路 888 号 C 楼

法定代表人：许式伟

乙方：上海七牛信息技术有限公司（“出质人”）

住所：中国（上海）自由贸易试验区博霞路 66 号 1-4 层

法定代表人：许式伟

丙方：七牛（深圳）云计算有限公司（“目标公司”）

注册地址：深圳市南山区粤海街道高新区社区白石路 3609 号深圳湾科技生态园二区 9 栋 513

法定代表人：许式伟

出质人、质权人和目标公司以下各称“**一方**”，合称“**各方**”。

鉴于：

1. 目标公司是一家根据中华人民共和国（“**中国**”，为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）法律在中国深圳注册成立的有限责任公司。于本协议签署日，出质人持有目标公司 100% 的股权；
2. 质权人是一家根据中国法律在中国上海注册的外商独资企业；

3. 质权人、目标公司与相关方于本协议签署之日签订了《独家业务合作协议》（该协议及其不时修订，下称“**业务合作协议**”）；本协议各方与相关方（如有）于本协议签署之日签署了一份独家购买权协议（该协议及其不时修订，下称“**独家购买权协议 1**”）；甲方、乙方、许式伟与吕桂华于本协议签署之日签署了一份独家购买权协议（该协议及其不时修订，下称“**独家购买权协议 2**”）；出质人、许式伟与吕桂华于本协议签署之日分别签署了授权委托书（该授权委托书及其不时修订，下称“**授权委托书**”，授权委托书与业务合作协议、独家购买权协议 1、独家购买权协议 2 合称“**主协议**”）。

为了保证出质人及目标公司履行主协议项下的义务并且保证质权人能够按时足额自目标公司收取业务合作协议项下的服务费，出质人愿意以其在目标公司中持有的全部股权向质权人提供质押担保。出质人与质权人经协商，特签订本协议。

1. 定义

除非本协议另有规定，下列词语含义为：

- 1.1 质权：指本协议第 2 条所列的全部内容。
- 1.2 质押股权：指出质人现在和将来在目标公司中合法持有的全部股权，于本协议签署日即目标公司 100%的股权。
- 1.3 质押期限：指本协议第 3 条规定的期间。
- 1.4 违约事件：指本协议第 7.1 条所列情况。

1.5 违约通知：指质权人根据本协议发出的宣布出质人违约事件的通知。

2. 质权

2.1 为担保质权人因出质人和/或目标公司的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失，出质人及目标公司按时、足额履行主协议项下的所有义务（“**担保债务**”），包括但不限于目标公司向质权人支付主协议中规定的咨询和服务费（无论该等费用的到期应付是由于到期日的到来、提前收款的要求或其它原因），出质人特此将其现有及将拥有的目标公司的全部股权权益质押给质权人，并赋予质权人第一顺位受偿权。

2.2 质权系指质权人所享有的，以出质人质押给质权人的质押股权折价、拍卖或变卖该股权的价款优先受偿的权利。

2.3 在本协议有效期内，质权人对质押股权的价值损失不承担任何责任，出质人亦无权要求或以任何方式要求质权人就此类损失进行赔偿，除非这种损失是由质权人故意或重大过失而造成的。

2.4 根据上述第 2.3 条的规定，在质押财产价值存在任何可能的明显损失，足以威胁质权人相关利益的情况下，质权人可以代表出质人在任何时候拍卖或变卖质押股权，并将拍卖或出售所得作为与出质人协议的保证债务提前偿还，或将其所得交给质权人所在地公证机构委托保管（由此产生的任何费用应由出质人承担）。

- 2.5 各方确认,一旦目标公司的股权价值增长,包括但不限于目标公司通过收购其他公司的股权使质押股权增值,或通过获得重大资产等方式使质押股权增值,质权人行使质权时,将不依据本协议签署时目标公司股权的价值享有优先受偿权,而将依据行使质权时目标公司的股权价值享有优先受偿权。

3. 质押登记及期限

- 3.1 本质权自本协议项下股权出质在相应的市场监督管理部门登记之日起生效,质权有效期持续到主协议因到期失效或者提前终止,且主协议项下所有出质人欠付质权人的款项结清为止或质权人已按本协议的约定实现其质权为止。各方同意,在本协议签署之日,出质人和目标公司应将本协议的质权登记在目标公司股东名册上,并在本协议签署之日后尽快向相应的市场监督管理部门申请登记本协议项下的质权;出质人和目标公司应当按照中国法律法规和有关市场监督管理部门的各项要求,提交所有必要的文件并办理所有必要手续。

如质押记载事项发生变化(如有),依法需进行变更记载的,经质权人书面同意,目标公司应在记载事项发生变更之日后尽快作相应变更记载,并提交相关的变更登记文件及在市场监督管理部门办理相关变更登记手续(如需),并从该机关取得该等变更登记的书面证明并提供该等书面证明予质权人。

- 3.2 质押期限内,若出质人未按主协议约定向质权人履行义务,质权人有权但无义务按本协议以及有关中国法律法规的规定行使或处置质权。

4. 质权凭证的保管

- 4.1 在本协议规定的质押期限内，目标公司应将股权出资证明书、由法定代表人签署并加盖公章的股东名册以及有关股权质押的工商登记证明文件交付质权人，并由质权人在本协议规定的质押期限内保管。
- 4.2 质权人有权收取并拥有自本协议签署之日起至质押期限终止之日止质押股权所产生的全部股息红利等现金收益及全部非现金收益或其他可分配利益。自本协议签署之日起至质押期限终止之日止，若出质人收到任何质押股权产生的股息或红利的，应在收到的当天支付给质权人。

5. 出质人和目标公司的声明和保证

- 5.1 目标公司是根据中国法律适当注册并合法存续的有限责任公司；
- 5.2 出质人是质押股权合法的所有人。
- 5.3 在任何时候，一旦质权人根据本质押协议行使质权人的权利，不应有来自任何其他方的干预。
- 5.4 质权人有权以本协议规定的方式处分并转让质权。
- 5.5 除本质权及依据独家购买权协议赋予质权人的独家购买权之外，出质人未在质押股权上设置任何其他质押权利或任何其他类型的第三方权利。
- 5.6 任何第三人的同意、许可、弃权或授权，任何政府部门的批准、许可、豁免，或任何与履行本协议有关政府部门的登记或备案手续（如需）已

经办理齐全，并在本协议期限内是完全有效的。

- 5.7 所有取得质押股权相关的税款和费用已由出质人全部付清。
- 5.8 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律；(ii)与目标公司章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

6. 出质人和目标公司的承诺

- 6.1 在本协议存续期间，出质人向质权人承诺，出质人将：
- 6.1.1 除履行独家购买权协议及本协议外，未经质权人事先书面同意，不得转让质押股权，不得在质押股权上设立或允许存在任何可能影响质权人权利和利益的任何质押或其他形式的担保；
- 6.1.2 遵守并执行权利质押的相关法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于三（3）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；
- 6.1.3 将任何可能导致对质押股权或其任何部分的权利产生影响的事

件或收到的通知，以及可能改变出质人在本协议中的任何保证、义务、或对出质人履行其在本协议中义务可能产生影响的任何事件或收到的通知及时通知质权人；

6.1.4 未经质权人事先书面同意，不得以任何形式补充、更改或修改目标公司的公司章程文件，增加或减少其注册资本，或以其他方式改变目标公司的股权结构。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权。

6.2 出质人同意，质权人按本协议之条款行使质权时，不应受到出质人或出质人的权利义务承继人或出质人之委托人或任何其他人通过法律程序的中断或妨害。

6.3 出质人向质权人保证，为保护或完善本协议对主协议项下目标公司向质权人按期足额支付服务费，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人要求的行为，并为本协议赋予质权人之权利的行使提供便利，与质权人或其指定的人（自然人或法人）签署所有的有关股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。

6.4 出质人向质权人保证，为了质权人的利益，出质人将遵守、履行所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。

- 6.5 如有法律改变或要求, 出质人将尽其最大努力完成所有要求的法律程序, 包括但不限于市场监督管理部门登记, 以使得该质押持续有效, 并能充分对抗第三人。
- 6.6 出质人向质权人保证, 其已经做出一切妥善安排并签署一切需要的文件, 保证在其丧失行为能力、破产或发生其他可能影响其行使股东权利的情形时, 其债权人等可能因此取得股权或相关权利的人, 不能影响或阻碍本协议的履行。
- 6.7 如果发生目标公司应中国法律要求解散或清算的情形, 目标公司及出质人应在中国法律许可的范围内, 按中国法律允许的最低价格将其所有的资产包括股权以无偿或以当时中国法律允许的最低价格转让予质权人, 或者由届时的清算人基于保护质权人之境外直接或间接母公司的股东及 / 或债权人的利益对目标公司的所有资产包括股权进行处置。如中国法律禁止该等支付, 则出质人承诺将以托管的形式为质权人托管该等款项, 并配合质权人签署托管协议或其他相关法律文件。
- 6.8 各方分别向另一方保证, 一旦中国法律允许且质权人决定按照各方签署的独家购买权协议购买所有出质人所持有的目标公司全部股权, 各方将立即解除本协议。

7. 违约事件

- 7.1 非因法律变化或不可抗力因素, 下列事项均被视为违约事件:
- 7.1.1 出质人及/或目标公司未能按期、完整履行任何主协议项下责任,

包括但不限于目标公司未能按期足额支付主协议项下的应付的咨询服务费等费用或有违反该协议其他义务的行为；

7.1.2 出质人在本协议第 5 条所作的任何声明或保证有实质性的误导或错误，和/或出质人违反本协议第 5 条的声明和保证；

7.1.3 出质人和/或目标公司违反本协议第 6 条中的任何承诺；

7.1.4 出质人和/或目标公司违反本协议的任何条款；

7.1.5 除本协议第 6.1.1 条的规定外，出质人舍弃出质的股权或未获得质权人书面同意而擅自转让或意图转让或以其他方式处分出质的股权；

7.1.6 出质人本身对外的任何借款、担保、赔偿、承诺或其他偿债责任
(1) 因违约被要求提前偿还或履行；或 (2) 已到期但不能如期偿还或履行，致使质权人认为出质人履行本协议项下的义务的能力已受到影响；

7.1.7 出质人不能偿还一般债务或其他欠债；

7.1.8 因有关法律颁布使得本协议不合法或出质人不能继续履行本协议项下的义务，能够通过补救而出质人拒绝补救致使本协议无法履行；

7.1.9 如果本协议可被执行或使之合法或生效所需之一切政府部门同意、许可、批准或授权被撤回、中止、失效或有实质性修改，能

够进行补救而出质人拒绝补救;

7.1.10 出质人所拥有的财产出现不利变化,致使质权人认为出质人履行本协议项下的义务的能力已受到影响;

7.1.11 出质人的权利义务承继人或代管人只能履行部分或拒绝履行任何主协议项下的服务费支付义务;

7.1.12 非因法律强制性规定,质权人不能行使处分质权的其他情况。

7.2 如知道或发现本条第 7.1 款所述的任何事项或可能导致上述事项的事件已经发生,出质人和目标公司应立即以书面形式通知质权人。

7.3 除非本条第 7.1 款所列的违约事项已在质权人感到满意的情况下获得圆满解决,否则质权人可在出质人违约事项发生时或发生后的任何时间以书面形式向出质人发出违约通知,要求目标公司立即支付任何主协议项下的款项或者按本协议第 8 条的规定处分质权。为避免歧义,各方一致同意,出质人在本协议项下承担的违约责任赔偿金额以该出质人所持的全部质押股权的全部价值为限。

8. 质权的行使

8.1 在主协议因到期失效或者提前终止,且任何主协议项下质权人应得的款项未全部足额支付前,未经质权人书面同意,出质人不得转让其拥有的目标公司的股权及与该股权相关的任何权益。

8.2 质权人行使质权时应向出质人发出违约通知。

- 8.3 受限于第 8.2 款的规定, 质权人可在按第 8.2 款发出违约通知的同时或在发出违约通知之后的任何时间里对质权行使处分权利。质权人决定行使处分质权的权利时, 出质人即不再拥有任何与股权有关的权利和利益。
- 8.4 质权人有权按照法定程序以本协议项下的全部或部分股权折价, 或以拍卖、变卖该股权的价款优先受偿, 直到全部偿还任何主协议项下的担保债务, 质权人不应为其合理行使的权利所导致的任何损失承担责任。
- 8.5 质权人依照本协议处分质权时, 出质人不得设置障碍, 并应予以必要的协助, 以使质权人实现其质权。质权人亦有权以书面方式指定其律师或其他代理人行使其质权, 出质人或目标公司对此均不得提出异议。
- 8.6 在出质人违约时, 在法律许可的范围内并根据有关法律的规定, 质权人有权按照法定程序处置质押股权, 对于处置所得, 质权人无需给出质人; 出质人特此放弃其可能拥有的能向质权人要求任何质押股权处置所得的权利。同样, 如果质权人在该质押股权处置后仍未能就主协议下的服务费完全受偿, 出质人将不再承担任何义务。

9. 转让

- 9.1 除非经质权人事先书面同意, 出质人和目标公司无权赠予或转让其在本协议项下的权利、义务。
- 9.2 本协议对出质人及其继任人和经许可的受让人均有约束力, 并且对质权

人及每一继任人和受让人有效。

9.3 质权人可以在任何时候将其在主协议项下的所有或任何权利和/或义务转让给其指定的人（自然人/法人），在这种情况下，受让人应享有和承担本协议项下质权人享有和承担的权利和义务，如同其作为本协议的一方。质权人转让主协议项下的权利和义务时，应质权人要求，出质人及目标公司应就此转让签署有关协议和/或文件。

9.4 因转让所导致的质权人变更后，根据质权人的要求，新质押各方应重新签订质押协议，出质人应配合与新的质权人签署相关质押协议并配合办理股权出质登记。

9.5 出质人、目标公司应严格遵守本协议和各方单独或共同签署的其他有关协议的规定，包括主协议，履行各协议项下的义务，并不进行任何足以影响协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对质押股权还留存的权利。

10. 终止

在(1)主协议因到期失效或者提前终止，(2)所有主协议项下的服务费支付完毕，并且出质人、目标公司及出质人的股东不再承担主协议项下的任何义务，以及(3)出质人按照独家购买权协议的约定依法转让所有目标公司股权至质权人及/或被指定人名下以后，本协议立即终止。质权人和出质人应在合理可行的时间内尽早采取必要的行动以达到本协议终止的效果。

11. 手续费及其他费用

一切与本协议有关的费用及实际开支,包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由质权人承担。

12. 不可抗力

12.1 本协议的履行因任何“不可抗力事件”而被延迟或受到阻碍时,仅就该部分被延迟或被阻碍的履行,受到不可抗力影响的一方不需对此承担本协议项下的责任。“不可抗力事件”是指超出了一方所能合理控制的范围,在受影响的一方加以合理注意之下仍不可避免的任何事件,其中包括但不限于,政府行为、自然力、火、爆炸、地理变化、风暴、洪水泛滥、地震、潮汐、闪电或战争。但是,资信、资金或融资不足不得被视为是超出了一方所能合理控制的事项。受“不可抗力事件”影响寻求免除本协议项下履行责任的一方应尽快将此项免除责任事项通知另一方并告之其完成履行所要采取的步骤。

12.2 受到不可抗力影响的一方不需为此承担本协议项下的责任,但是只有在受影响的一方尽其合理可行之努力履行协议的条件下,寻求免除责任的一方才可获得对此项责任履行的免除,并且仅以被延迟或受阻碍的部分履行为限。一旦此类免除责任的原因得到纠正和补救,各方同意以最大努力恢复本协议项下的履行。

13. 保密

各方同意,一方因履行本协议而从他方取得、了解或接触到的任何资料和信息均为保密信息,对提供方均具有重要经济及商业价值 (“**保密信息**”),但信息

接收方能够从公开渠道接触或取得或者已通过其他合法方式获得的信息不属于保密信息，各方承诺将采取各种合理的保密措施予以保密；非经提供方事先书面同意或者根据法律、法规规定、《香港联合交易所有限公司证券上市规则》、任何证券交易所的规则或规定或任何相关政府部门、主管机关或机构（包括但不限于香港联合交易所有限公司及香港证券及期货事务监察委员会）或法院的命令而披露外，除为履行本协议的目的外，一方不得以任何目的使用保密信息，不得向本协议当事人之外的任何第三方泄露、给予或转让保密信息。

本协议终止时，一方应将载有保密信息的任何文件、资料或软件，按提供方要求处置，并从任何有关记忆装置中删除保密信息，并且不得继续使用。

各方一致同意，不论本协议是否变更、解除或终止，本协议第 13 条将持续有效。

14. 争议的解决

14.1 本协议的订立、效力、履行、修改和终止以及争议的解决应受中国法律管辖并根据中国法律做出解释。

14.2 在本协议各方就本协议项下条款的解释和履行发生争议时，各方应善意通过协商解决该争议。如果在一方向另一方发出要求协商解决的书面通知后十五（15）日之内，各方仍未达成解决争议的协议，任何一方均可将有关争议提交上海国际经济贸易仲裁委员会按照其届时有效的仲裁规则仲裁解决。仲裁地点在上海；仲裁使用之语言为中文。仲裁裁决应是终局性的，对各方均有拘束力。

14.3 仲裁进行期间,除提交仲裁的争议事项或义务外,各方均应继续履行本协议规定的其他各项义务。仲裁员有权根据实际情况发出禁止令(如开展业务或强制资产转让)或其他临时救济措施、做出适当的裁决,以给予质权人适当的法律救济,包括限制出质人的业务经营,就出质人的股权或资产、质押股权实施限制、禁止或责令进行转让或处置,对出质人或目标公司进行清算等。

14.4 在等待组成仲裁庭期间及在适当情况下,各方均有权向有管辖权的法院申请颁布及/或执行保全措施或其他可适用的临时性措施以支持仲裁的进行,包括但不限于就违约方的财产或股权判决或者裁定进行扣留或者冻结。仲裁裁决生效后,任何一方均有权向具有管辖权的法院申请执行仲裁裁决。中国、香港、开曼群岛或其他具有管辖权的法院(包括质权人关联的拟/已上市公司注册成立地的法院、目标公司注册成立地的法院、或目标公司或质权人主要资产所在地的法院)应当为上述目的被视为具有管辖权。

15. 通知

除非有更改下列地址的书面通知,本协议项下的通知应通过专人递送、传真或挂号邮寄的方式发到下列地址。通知如果是以挂号邮寄的方式发送,则挂号邮件的回执上记载的签收日期为送达日,如果以专人递送或传真方式发送,则以发送之日为送达日。以传真方式发送的,应在发送后立即将原件以挂号邮寄或专人递送的方式发到下列地址。

甲方: 空山网络科技(上海)有限公司

地址: 中国(上海)自由贸易试验区临港新片区环湖西二路 888 号 C 楼

收件人: 许式伟

乙方: 上海七牛信息技术有限公司

地址: 中国(上海)自由贸易试验区博霞路 66 号 1-4 层

收件人: 许式伟

丙方: 七牛(深圳)云计算有限公司

地址: 中国(上海)自由贸易试验区博霞路 66 号 1-4 层

收件人: 许式伟

16. 附件

本协议所列附件，为本协议不可分割的组成部分。

17. 分割性

如果本协议项下的任何条款因与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

18. 生效

18.1 各方确认，本协议自签署之日起生效。针对本协议的任何修改、补充或变更，均须采用书面形式，经各方签署后生效。

18.2 本协议以中文书就，正本一式肆份，各方各持壹份，另一份用于办理质押登记手续，每份具有相同的法律效力。

(以下无正文)

(本页无正文，为《股权质押协议》签署页)

甲方：空山网络科技（上海）有限公司（盖章）



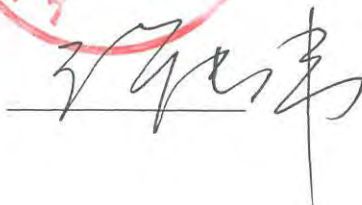
法定代表人或授权代表（签字）：

王亚东

(本页无正文，为《股权质押协议》签署页)

乙方：上海七牛信息技术有限公司 (盖章)

法定代表人或授权代表 (签字)：



(本页无正文，为《股权质押协议》签署页)

丙方：七牛（深圳）云计算有限公司（盖章）



法定代表人或授权代表（签字）：

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be "李伟" (Li Wei).

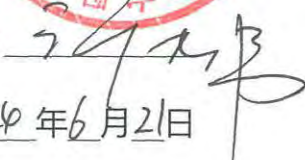
附件一：

七牛（深圳）云计算有限公司股 东 名 册

七牛（深圳）云计算有限公司（下称“公司”）的股东姓名、出资额及持股比例如下：

股东名称/姓名	认缴出资额（万元）	持股比例（%）	出资证明书编号
上海七牛信息技术有限公司	1,000	100	001

七牛（深圳）云计算有限公司（盖章）

法定代表人（签字）： 
日期：2024年6月21日

七牛（深圳）云计算有限公司

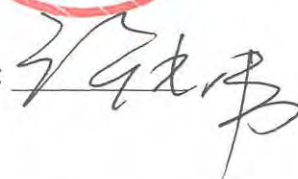
股 东 名 册

备 注

序号	备注
1	上海七牛信息技术有限公司于____年__月__日将合计持有的本公司 100%的股权均质押给空山网络科技（上海）有限公司。

七牛（深圳）云计算有限公司（章）

法定代表人（签字）：



日期：2024 年 6 月 21 日

《股权质押协议》附件一

配偶同意函

本人周培（证件号：411002197801221527），为许式伟（证件号：332625197710306638）之合法配偶，在此无条件同意：本人配偶即许式伟现在及未来所持有的并登记于其名下的上海七牛信息技术有限公司（“**目标公司**”）所有股权（“**标的股权**”），将按照本人配偶签署的一系列控制性协议（包括《股权质押协议》、《独家购买权协议》和《授权委托书》，以及以上文件之不时修订）（“**控制性协议**”）项下之安排进行处分。

本人进一步保证不得出于与上述安排相冲突之意图采取任何行动，包括主张标的股权构成本人与本人配偶之间的财产或共同财产而影响或者妨碍本人配偶履行在控制性协议下所承担的义务。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对标的股权的任何权利或权益。

本人确认并同意控制性协议中所述由本人配偶持有的股权（“**配偶持有股权**”）无论发生何种情况均归属于本人配偶个人财产，不构成本人与本人配偶的夫妻共同财产，并且本人配偶可以按照该等协议的规定独自抵押、出售或以其他方式处理该等配偶持有股权，无需本人同意。本人进一步确认，本人配偶履行控制性协议以及进一步修改或终止控制性协议并不需要本人另行授权或同意及本人从未且将不会参与目标公司之经营或管理。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对该等股权及其对应资产的任何权利或权益，在任何情况下，本人均无权就上述标的股权主张任何权利，包括但不限于投票权、处分权以及由其产生的经济利益（如有）。本人承诺将签署一切必要的文件，并采取一切必要的行动，以确保（经不时修订的）控制性协议得到适当履行。本人同意并承诺，如本人由于任何原因获得本人配偶持有的目标公司的任何股权，则本人、本人的继承人、代理人及/或财产管理人等均应受（经不时修订的）控制性协议的约束，并遵守作为目标公司的股东在（经不时修订的）控制性协议下的义务，且为此目的，一旦控制性协议下的权利人提出要求，本人、本人的继承人、代理人及/或财产管理人等均应签署格式和内容基本与（经不时修订的）控制性协议相同的一系列书面文件，并采取一切必要的行动。

本人进一步确认、承诺及保证，如出现本人配偶的死亡、丧失行为能力、离婚、破产或发生任何可能影响本人配偶行使其在目标公司的股东权利的情形，本人及本人的继承人、监护人、债权人或者任何其他有权对本人配偶持有的目标公司之股权主张权利或者利益的其他人均不会在任何情况下以任何方式采取任何可能影响或者妨碍本人配偶履行在控制性协议下所承担的义务的行动。

凡因执行本配偶同意函所发生的或与本配偶同意函有关的一切争议，本人及权益相关的任何一方有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有效的仲裁程序和规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。仲裁期间，除本人及权益相关的任何一方有争议且在仲裁的部分外，本配偶同意函应持续有效。

本配偶同意函自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《配偶同意函》的签字页)

签署: 13/6/2024
2024 年 6 月 21 日

配偶同意函

本人陈明星（证件号：332625197904042247），为吕桂华（证件号：33262519800814141x）之合法配偶，在此无条件同意：本人配偶即吕桂华现在及未来所持有的并登记于其名下的上海七牛信息技术有限公司（“**目标公司**”）所有股权（“**标的股权**”），将按照本人配偶签署的一系列控制性协议（包括《股权质押协议》、《独家购买权协议》和《授权委托书》，以及以上文件之不时修订）（“**控制性协议**”）项下之安排进行处分。

本人进一步保证不得出于与上述安排相冲突之意图采取任何行动，包括主张标的股权构成本人与本人配偶之间的财产或共同财产而影响或者妨碍本人配偶履行在控制性协议下所承担的义务。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对标的股权的任何权利或权益。

本人确认并同意控制性协议中所述由本人配偶持有的股权（“**配偶持有股权**”）无论发生何种情况均归属于本人配偶个人财产，不构成本人与本人配偶的夫妻共同财产，并且本人配偶可以按照该等协议的规定独自抵押、出售或以其他方式处理该等配偶持有股权，无需本人同意。本人进一步确认，本人配偶履行控制性协议以及进一步修改或终止控制性协议并不需要本人另行授权或同意及本人从未且将不会参与目标公司之经营或管理。本人在此无条件地并不可撤销地放弃任何适用之法律可能授予本人的对该等股权及其对应资产的任何权利或权益，在任何情况下，本人均无权就上述标的股权主张任何权利，包括但不限于投票权、处分权以及由其产生的经济利益（如有）。本人承诺将签署一切必要的文件，并采取一切必要的行动，以确保（经不时修订的）控制性协议得到适当履行。本人同意并承诺，如本人由于任何原因获得本人配偶持有的目标公司的任何股权，则本人、本人的继承人、代理人及/或财产管理人等均应受（经不时修订的）控制性协议的约束，并遵守作为目标公司的股东在（经不时修订的）控制性协议下的义务，且为此目的，一旦控制性协议下的权利人提出要求，本人、本人的继承人、代理人及/或财产管理人等均应签署格式和内容基本与（经不时修订的）控制性协议相同的一系列书面文件，并采取一切必要的行动。

本人进一步确认、承诺及保证，如出现本人配偶的死亡、丧失行为能力、离婚、破产或发生任何可能影响本人配偶行使其在目标公司的股东权利的情形，本人及本人的继承人、监护人、债权人或者任何其他有权对本人配偶持有的目标公司之股权主张权利或者利益的其他人均不会在任何情况下以任何方式采取任何可能影响或者妨碍本人配偶履行在控制性协议下所承担的义务的行动。

凡因执行本配偶同意函所发生的或与本配偶同意函有关的一切争议，本人及权益相关的任何一方有权将该争议提交上海国际经济贸易仲裁委员会按照其在届时有效的仲裁程序和规则在上海仲裁。仲裁应当以保密状态进行，仲裁语言为中文。仲裁裁决是终局的，对各方都有约束力。仲裁期间，除本人及权益相关的任何一方有争议且在仲裁的部分外，本配偶同意函应持续有效。

本配偶同意函自签署之日起生效且不可撤销并持续地有效。

(以下无正文，为签字页)

(本页无正文，为《配偶同意函》的签字页)

签署: 陈明贵

2024 年 6 月 21 日

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made on January 21, 2023, by and between Qiniu Limited (the “**Company**”) and Dream Galaxy Holdings Limited (the “**New Shareholder**”).

The Company and the New Shareholder shall be referred to collectively as the Parties.

WHEREAS

- (A) As of 2021, the Company, certain existing shareholders of the Company and certain other parties entered into a Shareholders’ Agreement (as amended, the “**Shareholders Agreement**”).
- (B) The New Shareholder wishes to acquire an aggregate of 36,651,320 Ordinary Shares (as defined in the Shareholders Agreement) in the capital of the Company and in accordance with the Shareholders Agreement has agreed to enter into this Assumption Agreement (the “**Assumption Agreement**”).
- (C) The Company is entering into this Assumption Agreement on behalf of itself and as agent for all the existing Shareholders of the Company.

NOW, THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

In this Assumption Agreement, except as the context may otherwise require, all words and expressions defined in the Shareholders Agreement shall have the same meanings when used herein.

2. COVENANT

The New Shareholder hereby covenants to the Company as trustee for all other persons who are at present or who may hereafter become bound by the Shareholders Agreement, and to the Company itself, to adhere to and be bound by all the duties, burdens and obligations of a party holding Ordinary Shares imposed pursuant to the provisions of the Shareholders Agreement and all documents expressed in writing to be supplemental or ancillary thereto as if the New Shareholder had been an original party to the Shareholders Agreement as a New Shareholder since the date thereof.

3. ENFORCEABILITY

Each existing Preferred Shareholder, Founder and the Company shall be entitled to enforce the Shareholders Agreement against the New Shareholder, and the New Shareholder shall be entitled to all rights and benefits of a New Shareholder under the Shareholders Agreement in each case as if such New Shareholder had been an original party to the Shareholders Agreement since the date hereof.

4. **GOVERNING LAW**

This Assumption Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflicts of law thereunder.

5. **COUNTERPARTS**

This Assumption Agreement may be signed in any number of counterparts which together shall form one and the same agreement.

6. **FURTHER ASSURANCE**

Each party agrees to take all such further action as may be reasonably necessary to give full effect to this Assumption Agreement on its terms and conditions.

7. **HEADINGS**

The headings used in this Assumption Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Reminder of page intentionally left blank]

IN WITNESS whereof the parties have executed and delivered this Assumption Agreement on the day and year first hereinbefore mentioned.

COMPANY:

QINIU LIMITED

By: 

Name:

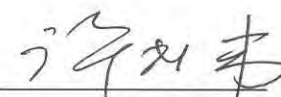
Capacity:

Address:

Fax:

NEW SHAREHOLDER

Dream Galaxy Holdings Limited

By: 

Name:

Title:

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made on January 31, 2023, by and between Qiniu Limited (the “**Company**”) and Dustland Ltd. (the “**New Shareholder**”).

The Company and the New Shareholder shall be referred to collectively as the Parties.

WHEREAS

- (A) As of 2021, the Company, certain existing shareholders of the Company and certain other parties entered into a Shareholders’ Agreement (as amended, the “**Shareholders Agreement**”).
- (B) The New Shareholder wishes to acquire an aggregate of 12,005,820 Ordinary Shares (as defined in the Shareholders Agreement) in the capital of the Company and in accordance with the Shareholders Agreement has agreed to enter into this Assumption Agreement (the “**Assumption Agreement**”).
- (C) The Company is entering into this Assumption Agreement on behalf of itself and as agent for all the existing Shareholders of the Company.

NOW, THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

In this Assumption Agreement, except as the context may otherwise require, all words and expressions defined in the Shareholders Agreement shall have the same meanings when used herein.

2. COVENANT

The New Shareholder hereby covenants to the Company as trustee for all other persons who are at present or who may hereafter become bound by the Shareholders Agreement, and to the Company itself, to adhere to and be bound by all the duties, burdens and obligations of a party holding Ordinary Shares imposed pursuant to the provisions of the Shareholders Agreement and all documents expressed in writing to be supplemental or ancillary thereto as if the New Shareholder had been an original party to the Shareholders Agreement as a New Shareholder since the date thereof.

3. ENFORCEABILITY

Each existing Preferred Shareholder, Founder and the Company shall be entitled to enforce the Shareholders Agreement against the New Shareholder, and the New Shareholder shall be entitled to all rights and benefits of a New Shareholder under the Shareholders Agreement in each case as if such New Shareholder had been an original party to the Shareholders Agreement since the date hereof.

4. GOVERNING LAW

This Assumption Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflicts of law thereunder.

5. COUNTERPARTS

This Assumption Agreement may be signed in any number of counterparts which together shall form one and the same agreement.

6. FURTHER ASSURANCE

Each party agrees to take all such further action as may be reasonably necessary to give full effect to this Assumption Agreement on its terms and conditions.

7. HEADINGS

The headings used in this Assumption Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Reminder of page intentionally left blank]

IN WITNESS whereof the parties have executed and delivered this Assumption Agreement on the day and year first hereinbefore mentioned.

COMPANY:

QINIU LIMITED

By: 

Name:

Capacity:

Address: _____

Fax: _____

NEW SHAREHOLDER

Dustland Ltd.

By: 

Name: _____

Title: _____

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made the 11th day of May, ²⁰²³, by and between Qiniu Limited (the "**Company**"); and Matrix Partners China II, L.P. (the "**New Investor**").

The Company and the New Investor shall be referred to collectively as the Parties.

WHEREAS

- (A) As of October 10, 2019, the Company, certain existing shareholders of the Company and certain other parties entered into an Ninth Amended and Restated Shareholders' Agreement (the "**Shareholders Agreement**").
- (B) The New Investor wishes to acquire an aggregate of 4,704,959 Series A Preferred Share, 2,812,500 Series B Preferred Shares, 3,361,237 Series C-1 Preferred Shares, 1,817,918 Series C-2 Preferred Shares and 1,948,881 Series D Preferred Shares (as defined in the Shareholders Agreement, the "**Preferred Shares**") in the capital of the Company and in accordance with the Shareholders Agreement has agreed to enter into this Assumption Agreement (the "**Assumption Agreement**").
- (C) The Company is entering into this Assumption Agreement on behalf of itself and as agent for all the existing Shareholders of the Company.

NOW, THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

In this Assumption Agreement, except as the context may otherwise require, all words and expressions defined in the Shareholders Agreement shall have the same meanings when used herein.

2. COVENANT

The New Investor hereby covenants to the Company as trustee for all other persons who are at present or who may hereafter become bound by the Shareholders Agreement, and to the Company itself, to adhere to and be bound by all the duties, burdens and obligations of a party holding Preferred Shares imposed pursuant to the provisions of the Shareholders Agreement and all documents expressed in writing to be supplemental or ancillary thereto as if the New Investor had been an original party to the Shareholders Agreement as a New Investor since the date thereof.

3. ENFORCEABILITY

Each existing Preferred Shareholder, Founder and the Company shall be entitled to enforce the Shareholders Agreement against the New Investor, and the New Investor shall be entitled to all rights and benefits of a New Investor under the

Shareholders Agreement in each case as if such New Investor had been an original party to the Shareholders Agreement since the date hereof.

4. GOVERNING LAW

This Assumption Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflicts of law thereunder.

5. COUNTERPARTS

This Assumption Agreement may be signed in any number of counterparts which together shall form one and the same agreement.

6. FURTHER ASSURANCE

Each party agrees to take all such further action as may be reasonably necessary to give full effect to this Assumption Agreement on its terms and conditions.

7. HEADINGS

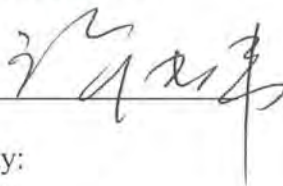
The headings used in this Assumption Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Reminder of page intentionally left blank]

IN WITNESS whereof the parties have executed and delivered this Assumption Agreement on the day and year first hereinbefore mentioned.

COMPANY:

QINIU LIMITED

By: 

Name:

Capacity:

Address:

Fax:

IN WITNESS whereof the parties have executed and delivered this Assumption Agreement on the day and year first hereinbefore mentioned.

NEW INVESTOR:

Matrix Partners China II, L.P.

By: Matrix China Management II, L.P.
its General Partner

By: Matrix China II GP GP, Ltd.
its General Partner

By  _____

Name: Yibo SHAO

Title: Authorized Signatory

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made the 11th day of May, 2023, by and between Qiniu Limited (the “**Company**”); and Matrix Partners China II-A, L.P. (the “**New Investor**”).

The Company and the New Investor shall be referred to collectively as the Parties.

WHEREAS

- (A) As of October 10, 2019, the Company, certain existing shareholders of the Company and certain other parties entered into an Ninth Amended and Restated Shareholders’ Agreement (the “**Shareholders Agreement**”).
- (B) The New Investor wishes to acquire an aggregate of 522,773 Series A Preferred Shares, 312,500 Series B Preferred Shares, 373,471 Series C-1 Preferred Shares, 201,991 Series C-2 Preferred Shares and 216,543 Series D Preferred Shares (as defined in the Shareholders Agreement, the “**Preferred Shares**”) in the capital of the Company and in accordance with the Shareholders Agreement has agreed to enter into this Assumption Agreement (the “**Assumption Agreement**”).
- (C) The Company is entering into this Assumption Agreement on behalf of itself and as agent for all the existing Shareholders of the Company.

NOW, THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

In this Assumption Agreement, except as the context may otherwise require, all words and expressions defined in the Shareholders Agreement shall have the same meanings when used herein.

2. COVENANT

The New Investor hereby covenants to the Company as trustee for all other persons who are at present or who may hereafter become bound by the Shareholders Agreement, and to the Company itself, to adhere to and be bound by all the duties, burdens and obligations of an party holding Preferred Shares imposed pursuant to the provisions of the Shareholders Agreement and all documents expressed in writing to be supplemental or ancillary thereto as if the New Investor had been an original party to the Shareholders Agreement as a New Investor since the date thereof.

3. ENFORCEABILITY

Each existing Preferred Shareholder, Founder and the Company shall be entitled to enforce the Shareholders Agreement against the New Investor, and the New Investor shall be entitled to all rights and benefits of a New Investor under the Shareholders Agreement in each case as if such New Investor had been an original party to the Shareholders Agreement since the date hereof.

4. **GOVERNING LAW**

This Assumption Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflicts of law thereunder.

5. **COUNTERPARTS**

This Assumption Agreement may be signed in any number of counterparts which together shall form one and the same agreement.

6. **FURTHER ASSURANCE**

Each party agrees to take all such further action as may be reasonably necessary to give full effect to this Assumption Agreement on its terms and conditions.

7. **HEADINGS**

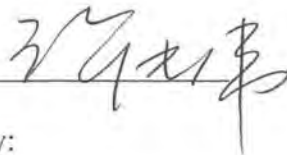
The headings used in this Assumption Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Reminder of page intentionally left blank]

IN WITNESS whereof the parties have executed and delivered this Assumption Agreement on the day and year first hereinbefore mentioned.

COMPANY:

QINIU LIMITED

By: 
Name: _____
Capacity: _____
Address: _____
Fax: _____

IN WITNESS whereof the parties have executed and delivered this Assumption Agreement on the day and year first hereinbefore mentioned.

NEW INVESTOR:

Matrix Partners China II-A, L.P.

By: Matrix China Management II, L.P.
its General Partner

By: Matrix China II GP GP, Ltd.
its General Partner

By 

Name: Yibo SHAO

Title: Authorized Signatory

Supplemental Agreement to the Shareholders' Agreement

This supplemental agreement (the "Agreement") is executed on June 26, 2023.

AMONG:

- (a) **Qiniu Limited**, a company duly incorporated under the Laws of the British Virgin Islands and continued and validly existing in the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "**Company**");
- (b) **Qiniu (China) Limited**, a company duly incorporated and validly existing under the Laws of Hong Kong, with its registered office at Unit 402, 4th Floor, Fairmont House, No.8 Cotton Tree Drive, Admiralty, Hong Kong, (the "**HK Co**");
- (c) **Kongshan Network Technologies (Shanghai) Co., Ltd. (空山网络科技(上海)有限公司)**, a company duly incorporated and validly existing under the PRC Laws, with its registered office at Suite B224, Building No.4, No. 2118 of Guanghua Road, Minhang District, Shanghai (上海市闵行区光华路 2118 号第 4 幢 B224 室) (the "**WFOE**", together with the Domestic Companies defined below, the "**PRC Subsidiaries**" and each a "**PRC Subsidiary**");
- (d) **Beijing Kongshan Information Technologies Co., Ltd. (北京空山信息技术有限公司)**, a company duly incorporated and validly existing under the PRC Laws, with its registered office at No. 401 Building (No.2181 Jinsong Incubator), No. 28 Quad, Guangqu Road, Beijing (北京市朝阳区广渠路 28 号院 401 号楼(劲松孵化器 2181 号)) (the "**Beijing Company**");
- (e) **Shanghai Qiniu Information Technologies Co., Ltd. (上海七牛信息技术有限公司)**, a company duly incorporated and validly existing under the PRC Laws, with its registered office at Suite 22301-1554, Building No.14, 498 Guo Shou Jing Road, Zhangjiang Hi-Tech Park, Pudong New District, Shanghai (浦东新区张江高科技园区郭守敬路 498 号 14 幢 22301-1554 座), (the "**Shanghai Company-1**");
- (f) **Shanghai Qiniu Web Technologies Co., Ltd. (上海七牛网络科技有限公司)**, a company duly incorporated and validly existing under the PRC Laws, with its registered office at 1203-15, 6 Wei De Road, Yangpu District, Shanghai (上海市杨浦区伟德路 6 号 1203-15 室), (the "**Shanghai Company-2**", together with the Beijing Company and the Shanghai Company-1, the "**Domestic Companies**" and each a "**Domestic Company**");

(The Company, HK Co and the PRC Subsidiaries collectively, the "**Group**")

- (g) **Qiming Venture Partners III, L.P.**, an exempted limited partnership incorporated in the Cayman Islands, with its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "**Qiming VP**");
- (h) **Qiming Managing Directors Fund III, L.P.**, an exempted limited partnership organized in the Cayman Islands, with its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "**Qiming MD**");
- (i) **Qiming Venture Partners III Annex Fund, L.P.**, an exempted limited partnership organized in the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands ("**Qiming Annex**", together with Qiming VP and Qiming MD, the "**Qiming Funds**");

- (j) **MATRIX PARTNERS CHINA II, L.P.**, an exempted limited partnership organized in the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (“**MP China II**”);
- (k) **MATRIX PARTNERS CHINA II-A, L.P.**, an exempted limited partnership organized in the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (“**MP China IIA**”, with MP China II collectively, “**Matrix**”);
- (l) **CBC Cloud Investment Limited**, a company incorporated in the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Islands (“**CBC**”);
- (m) **FG Venture L.P.**, an exempted limited partnership organized in the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, Cayman Islands, KY1-1104 (“**FG Venture**”);
- (n) **Golden Valley Holdings Limited**, a company incorporated in Samoa, with its registered office at Offshore Chambers, P.O. Box 217, Apia, Samoa (together with its Affiliates, “**Golden**”);
- (o) **Harvest Yuanxiang (Cayman) Limited**, a company incorporated in the Cayman Islands, with its registered office at 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands (“**Harvest**”);
- (p) **Telstra Ventures Fund II, L.P.**, a limited partnership organized in the Island of Guernsey, with its registered office at North Suite 2, Town Mills, Rue Du Pre, St Peter Port, Guernsey, GY1 1LT (together with its Affiliates, “**Telstra**”);
- (q) **Shanghai (Z.J.) Holdings Limited**, a company incorporated in the Cayman Islands, with its registered office at Offshore Incorporations (Cayman) Limited, Floor 4, Willow House, Cricket Square, P O Box 2804, Grand Cayman KY1-1112, Cayman Islands (together with its Affiliates, “**ZJGK**”);
- (r) **Shanghai Zhangjiang Science & Technology Venture Capital Co., Ltd. (上海张江科技创业投资有限公司)**, a company incorporated in Shanghai, PRC (together with its Affiliates, “**ZJKT**”);
- (s) **Taobao China Holding Limited**, a company incorporated in Hong Kong, with its registered office at 26/F, Tower 1, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (“**Alibaba**”);
- (t) **Magic Logistics Investment Limited**, a company incorporated in the British Virgin Islands, with its registered office at Intertrust Corporate Services (BVI) Limited, 171 Main Street, Road Town, Tortola VG 1110, British Virgin Islands (“**YF**”);
- (u) **Shanghai Shentai Investment Management Partnership (LLP) (上海榮泰投资管理合伙企业 (有限合伙))**, a limited liability partnership duly organized and validly existing under the Laws of PRC (“**Shanghai Shentai**”);
- (v) **BOCOM International Asset Management Limited**, a company incorporated in Hong Kong, with its registered office at 11th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong (“**BOCOM International**”);
- (w) **Qiniu BOCOM International No.1 Equity Fund**, a contractual privately offered fund formed under the Laws of PRC (“**BOCOM Fund**”, together with BOCOM International, “**BOCOM**”);
- (x) **Jumbo Sheen Amber LP**, an Exempted Limited Partnership registered in the Cayman Islands, with is registered office at International Corporation Services Ltd., PO Box 472, 2nd Floor,

Harbour Place, 103 South Church Street, George Town, Grand Cayman, KY1-1106, Cayman Islands (“**Jumbo**”);

- (y) **EverestLu Holding Limited** (永祿控股有限公司), a company incorporated in Hong Kong, with its registered office at Suite 5704, 57/F Central Plaza, 18 Harbour RD, Wanchai, Hong Kong (“**EverestLu**”);

(Matrix, Qiming Fund, CBC, FG Venture, Golden, Harvest, Telstra, ZJGK, ZJKT, Alibaba, YF, Shanghai Shentai, BOCOM, Jumbo and EverestLu, collectively “**Preferred Shareholders**”)

- (z) **Shiwei XU**, PRC identification number 332625197710306638 (“**Mr. XU**”);
- (aa) **Dream Galaxy Holdings Limited**, a company wholly-owned by Mr. XU and incorporated in the British Virgin Islands, with its registered office at Craignuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands (“**Dream Galaxy**”);
- (bb) **Guihua LYU**, PRC identification number 33261519800814141X (“**Mr. LYU**”);
- (cc) **Dustland Ltd.**, a company wholly-owned by Mr. LYU and incorporated in the British Virgin Islands, with its registered office at Craignuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands (“**Dustland**”);

(Mr. XU and Mr. LYU collectively “**Founders**”, together with Dream Galaxy and Dustland, the “**Founder Group**”)

(all parties named herein above together, the “**Parties**”)

WHEREAS:

- (A) On October 10, 2019, the Parties entered into the Ninth Amended and Restated Shareholders’ Agreement (the “**Shareholders’ Agreement**”), pursuant to which, among others, the Preferred Shareholders were granted certain special rights.
- (B) By incorporating in its memorandum of association (the “**Memorandum**”), the Company also granted to the Preferred Shareholders, among other things, the rights to require the Company or the Founders to redeem all relevant Preferred Shares in issue at the corresponding Redemption Price (as defined in the Memorandum) (the “**Divestment Rights**”).
- (C) Pursuant to the terms of the Shareholders’ Agreement, certain special rights granted to the Preferred Shareholders shall be terminated (i) immediately prior to the Company’s Qualified IPO (as defined in the Shareholders’ Agreement); or (ii) upon the consummation of a Qualified IPO.
- (D) The Parties noted that the Company is in the course of changing its place of domicile from the British Virgin Islands to Cayman Islands. It is further noted that the Company may amend and restate its memorandum and articles of association and the Shareholders’ Agreement may also be amended and restated in this connection. It is the intention of the Parties that this Agreement shall continue to be effective pursuant to the terms and conditions herein notwithstanding the occurrence of (or lack of) the abovementioned events.
- (E) The Company is currently seeking listing of its ordinary shares on the Main Board of The Stock Exchange of Hong Kong Limited (the “**HKSE**”) by way of an initial public offering (the “**HKIPO**”).
- (F) Pursuant to the guidance letter HKEX GL43-12 (as amended and supplemented from time to time, “**GL43-12**”) issued by the HKSE, certain special rights must be terminated before the date of the first submission of the first listing application form of the HKIPO (the “**A1 Filing**”).

INTERPRETATIONS

1. Unless otherwise defined herein, the terms in this Agreement shall have the same meaning as those defined in the Shareholders' Agreement.
2. Headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

CONFIRMATION

3. The Parties hereby confirm that the Ninth Amended and Restated Shareholders' Agreement is the only shareholders' agreement currently in force and have replaced all previous versions of amended and restated shareholders' agreement among the Company, the Founders and any of the Preferred Shareholders, which shall have no further effect.

TERMINATION OF DIVESTMENT RIGHTS BEFORE A1 FILING

4. Subject to Clause 8 hereunder, the Preferred Shareholders hereby acknowledge and agree to terminate the Divestment Rights they have under the Memorandum taking effect on the same date of the A1 Filing of the HKIPO but immediately before the A1 Filing of the HKIPO (the "Effective Date").
5. For the avoidance of doubt, save for Divestment Rights, the Other Special Rights (as defined below) shall remain unchanged and in full force and effect until completion of the HKIPO.

TERMINATION OF OTHER SPECIAL RIGHTS

6. Save for the Divestment Rights which shall be terminated on the Effective Date pursuant to Clauses 4 herein and notwithstanding the terms and conditions set out otherwise in the Shareholders' Agreement,
 - (i) the Parties hereby acknowledge and agree to that Section 2 (*Registration Rights*), Section 3.1 (*Delivery of Financial Statement*), Section 3.2 (*Inspection*), Section 3.3 (*US Tax Matters*), Section 4 (*Pre-emptive Rights*), Section 5 (*Board Composition and Voting Matters*), Section 6 (*Right of First Refusal, Co-sale and Restrictions on Sale*), Section 7 (*Drag-along*) and Section 8 (*Additional Covenants*) of the Shareholders' Agreement (except for sections 8.13(a) and 8.14) shall be automatically terminated upon completion of the HKIPO; and
 - (ii) notwithstanding the terms and conditions set out otherwise in the relevant preferred share purchase agreement entered into, among others, the Company and the relevant Preferred Shareholder, the relevant Parties hereby acknowledge and agree that the following provisions/ special rights shall be automatically terminated upon completion of the HKIPO: Sections 5.04 (*Access to Information*) and Section 5.15 (*MFN Clause*) of the Series F-1 Preferred Share Purchase Agreement dated October 10, 2019; Section 5.04 (*Access to Information*) of Series F Preferred Share Purchase Agreement dated August 8, 2019; Section 5.04 (*Access to Information*) of Series F Preferred Share Purchase Agreement dated October 25, 2018; Section 5.04 (*Access to Information*) of Series E Preferred Share Purchase Agreement dated October 18, 2017; Section 6.04 (*Access to Information*) of Series E Preferred Share Purchase Agreement dated July 11 2017; and the management rights granted to each of Matrix, Qiming Funds, FG Venture, Golden, Harvest, Telstra, ZJGK and ZJKT pursuant to the respective management rights letter

entered into, among others, the Company, the Founders and the relevant Preferred Shareholder(s).

(all the special rights described in this Clauses 6, collectively, the “**Other Special Rights**”).

7. For the avoidance of doubt, the Other Special Rights shall continue to be in full force and effect after the date of this Agreement until they are terminated pursuant to Clause 6.

REINSTATE OF DIVESTMENT RIGHTS AND OTHER SPECIAL RIGHTS

8. Notwithstanding Clauses 4 and 6 above, the Group and the Founder Group, jointly and severally, hereby acknowledge and agree that if (i) the HKIPO is not completed on or before January 1, 2025; (ii) the A1 Filing of the HKIPO is formally withdrawn by the Company; (iii) the A1 Filing of the HKIPO is rejected by HKSE; or (iv) the A1 Filing of the HKIPO has lapsed and has not been re-filed within four (4) months thereafter (each, a “**Triggering Event**”), the Divestment Rights terminated pursuant to Clause 4 above shall be automatically restored and reinstated, and their respective obligations and liabilities under the Shareholders’ Agreement shall be in full force and effect upon the occurrence of the Triggering Event.

FURTHER ASSURANCE AND UNDERTAKINGS

9. Each Party undertakes to the other Parties that, subject to the conditions and assumptions provided hereunder, it shall from time to time, if so required by the Listing Rules, other regulations or laws or at the request of HKSE or the Securities and Futures Commission of Hong Kong or other relevant regulatory bodies for the purpose of the HKIPO, to take commercially reasonable efforts to do so by the other parties, do or procure to be done all such acts and execute all such agreements and documents (including but not limiting to pass necessary shareholders’ resolutions and/or directors’ resolutions of the Company, HK Co and/or of the PRC subsidiaries) as may be reasonably necessary or desirable to carry into effect or to give full effect to the provisions of this Agreement and the transactions hereby contemplated. Notwithstanding anything to the contrary, the Preferred Shareholders’ rights and obligations hereunder shall be several but not joint and no Preferred Shareholder shall assume any obligation or liabilities of another Preferred Shareholder.

MISCELLANEOUS

10. The Preferred Shareholders hereby acknowledge the fact that Mr. LYU is currently not a full-time employee of the Company or any of the Group Company and each of the Preferred Shareholders expressly waives Mr. LYU, the Group and the Founder Group from compliance with Section 8.8 of the Shareholders’ Agreement in respect of Mr. LYU’s non-full time employment status.
11. This Agreement shall take effect upon execution by each and every Party named herein this Agreement.
12. In the event of any conflict or inconsistency between (a) the provisions of the Shareholders’ Agreement and any amendments thereto, including but not limited to this Agreement (the “**Amended Shareholders’ Agreement**”), and (b) the provisions of the Company’s Articles and any amendments thereto, including but not limited to the Amended and Restated Memorandum and Articles of Association of the Company as adopted by the Company’s special resolution passed on June 26, 2023, memorandum and articles of association of any Group Company or other constitutional documents, the provisions of Amended Shareholders’ Agreement shall prevail. The Preferred Shareholders and the Founder Group shall, notwithstanding the conflict or inconsistency, act so as to effect the intent of the Amended

Shareholders' Agreement to the greatest extent possible under the circumstances and shall promptly amend the conflicting constitutional documents to conform to the Amended Shareholders' Agreement to the greatest extent possible.

13. Section 9.1 (*Governing Law*), Section 9.2 (*Counterparts*), Section 9.4 (*Notices*), Section 9.9 (*Entire Agreement*) and Section 9.12 (*Dispute Resolution*) of the Shareholders' Agreement shall apply to this Agreement mutatis mutandis.

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IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

Qiniu Limited

For and on behalf of
Qiniu Limited

By: _____

Name: Shiwei Xu

Title: Director

Authorized Signature(s)

Qiniu (China) Limited

(七牛(中国)有限公司)

By: _____

Name: Shiwei Xu

Title: Director



IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

**BEIJING KONGSHAN INFORMATION
TECHNOLOGIES CO., LTD.**

(北京空山信息技术有限公司)

By: 

Name: Shiwei Xu

Title: Legal Representative

**SHANGHAI QINIU INFORMATION
TECHNOLOGIES CO., LTD.**

(上海七牛信息技术有限公司)

By: 

Name: Shiwei Xu

Title: Legal Representative

**SHANGHAI QINIU WEB TECHNOLOGIES CO.,
LTD.**

(上海七牛网络科技有限公司)

By: 


Name: Shiwei Xu

Title: Legal Representative

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

**KONGSHAN NETWORK TECHNOLOGIES
(SHANGHAI) CO., LTD.**

(空山网络科技(上海)有限公司)

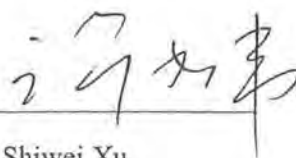
By: 

Name: Shiwei Xu

Title: Legal Representative

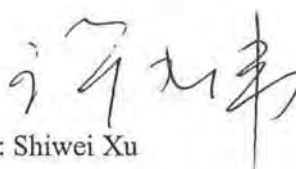
IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

FOUNDER GROUP

By: 

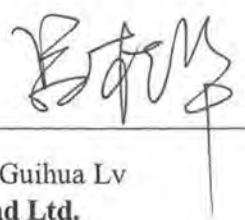
Name: Shiwei Xu

Dream Galaxy Holding Limited

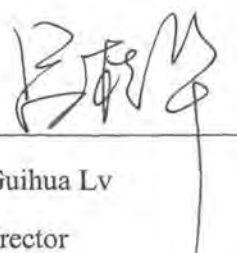
By: 

Name: Shiwei Xu

Title: Director

By: 

Name: Guihua Lv
Dustland Ltd.

By: 

Name: Guihua Lv

Title: Director

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER:

MATRIX PARTNERS CHINA II, L.P.

PO Box 309, Ugland House,
Grand Cayman, KY1-1104,
Cayman Islands

By: Matrix China Management II, L.P.
its General Partner

By: Matrix China II GP GP, Ltd.
its General Partner

By: 

Name: Yibo SHAO

Title: Authorized Signatory

MATRIX PARTNERS CHINA II-A, L.P.

PO Box 309, Ugland House,
Grand Cayman, KY1-1104,
Cayman Islands

By: Matrix China Management II, L.P.
its General Partner

By: Matrix China II GP GP, Ltd.
its General Partner

By: 

Name: Yibo SHAO

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDERS:

**QIMING VENTURE PARTNERS III, L.P.,
a Cayman Islands exempted limited partnership**

By: QIMING GP III, L.P. a Cayman
Islands exempted limited partnership

Its: General Partner

By: QIMING CORPORATE GP III,
LTD. a Cayman Islands exempted
company

Its: General Partner

By: 
Name: _____

Title: Authorized Signatory

**QIMING MANAGING DIRECTORS FUND III,
L.P., a Cayman Islands exempted limited
partnership**

By: QIMING CORPORATE GP III, LTD.,
a Cayman Islands exempted company

Its: General Partner

By: 
Name: _____

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER:

**QIMING VENTURE PARTNERS III ANNEX
FUND, L.P., a Cayman Islands exempted limited
partnership**

By: QIMING GP III, L.P. a Cayman Islands
exempted limited partnership

Its: General Partner

By: QIMING CORPORATE GP III,
LTD. a Cayman Islands exempted
company

Its: General Partner

By:  _____

Name: _____

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

CBC Cloud Investment Limited

P.O. Box 957

Offshore Incorporation Centre

Road Town, Tortola

British Virgin Islands

By: 

Name: E Lixin

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

FG Venture, L.P.

PO Box 309, Ugland House, Grand Cayman, Cayman
Islands, KY1-1104

By: FG Venture, LLC

Its: General Partner

Acting on behalf of FG Venture, L.P.

By: 

Name: Qian Yu

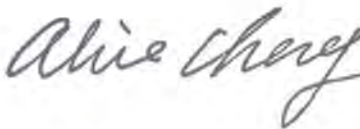
Its: Director

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Golden Valley Holdings Limited

Offshore Chambers, P.O. Box 217, Apia, Samoa

By: 

Name: CHENG, YU-FEN

Title: Director

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Harvest Yuanxiang (Cayman) Limited

8/F China Resources Building, No.8 Jianguomen Beidajie,
Beijing

By:



Name: Xiaochuan Qiu

Title: Director


IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Telstra Ventures Fund II, L.P.

By: T Ventures Fund II GP, L.P. (acting by its sole general partner, T Ventures Fund II GP, Ltd.)

Its: Sole General Partner

By: 

Name: Thomas Chamberlain

Title: Director

Address: North Suite 2, Town Mills
Rue de Pre, St. Peter Port
Guernsey, GY1 1LT

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Shanghai (Z.J.) Holdings Limited

Offshore Incorporations (Cayman) Limited, Floor 4, Willow House, Cricket Square, PO Box 2804, Grand Cayman KY1-1112, Cayman Islands

By:

A handwritten signature in black ink, appearing to be '易辉' (Yi Hui), written over a horizontal line.

Name: Yi Hui

Title: Director

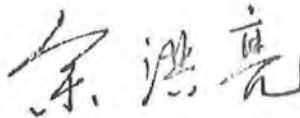
IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Shanghai Zhangjiang Science & Technology Venture
Capital Co., Ltd. (上海张江科技创业投资有限公司)

Room 209, No.1 Building, Longdong Road, Zhangjiang
High-Tech Park, Shanghai

By:



Name: Hongliang Yu

Title: Legal Representative

股东协议之补充协议 2023.6

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Taobao China Holding Limited

26/F, Tower 1, Times Square, 1 Matheson Street, Causeway
Bay, Hong Kong

By:



Name: Lei JIN

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Magic Logistics Investment Limited

Intertrust Corporate Services (BVI) Limited, 171 Main Street,
Road Town, Tortola VG 1110, British Virgin Islands

By: 

Name: Xin Huang

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

**SHANGHAI SHENTAI INVESTMENT
MANAGEMENT PARTNERSHIP (LLP)**
(上海燊泰投资管理合伙企业(有限合伙))



Room J200, Building 2, No.3638, Hu Yi Gong Lu, Jiading
District, Shanghai, P.R. China

By:

A handwritten signature in black ink, appearing to be "Zhen Sun", written over a horizontal line.

Name: Zhen Sun

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

BOCOM International Asset Management Limited

11th Floor, Man Yee Building, 68 Des Voeux Road, Central,
Hong Kong

By: 

Name: LI WU

Title: Authorized Signatory

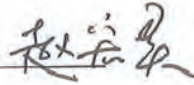
IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

**QINIU BOCOM INTERNATIONAL NO.1 EQUITY
FUND**

39/F Bank of Communications Building, 3018 Shennan
Middle Road, Futian District, Shenzhen City, China

By:



Name:

Title: Authorized Signatory

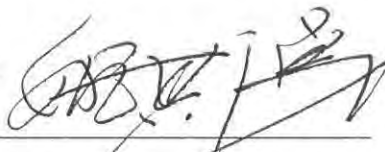
IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

JUMBO SHEEN AMBER LP

International Corporation Services Ltd., PO Box 472, 2nd
Floor, Harbour Place, 103 South Church Street, George
Town, Grand Cayman KY1-1106, Cayman Islands

By:



Name: Qiyong Yao

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

EVERESTLU HOLDING LIMITED (永祿控股有限公司)

Suite 5704, 57F Central Plaza, 18 Harbour RD Wanchai,
Hong Kong

By: 

Name: Yang Li

Title: Authorized Signatory

Second Supplemental Agreement to the Shareholders' Agreement

This supplemental agreement (the “**Agreement**”) is executed on 25 September 2024.

AMONG:

- (a) **Qiniu Limited**, a company duly incorporated under the Laws of the British Virgin Islands and continued and validly existing in the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”);
- (b) **Qiniu (China) Limited**, a company duly incorporated and validly existing under the Laws of Hong Kong, with its registered office at Unit 402, 4th Floor, Fairmont House, No.8 Cotton Tree Drive, Admiralty, Hong Kong, (the “**HK Co**”);
- (c) **Kongshan Network Technologies (Shanghai) Co., Ltd. (空山网络科技（上海）有限公司)**, a company duly incorporated and validly existing under the PRC Laws, with its registered office at Building C, No. 888, Huanhu West Second Road, Lingang New Area, Shanghai Pilot Free Trade Zone, China (中国上海自由贸易试验区临港新片区环湖西二路 888 号 C 楼) (the “**WFOE**”, together with the Domestic Companies defined below, the “**PRC Subsidiaries**” and each a “**PRC Subsidiary**”);
- (d) **Beijing Kongshan Information Technologies Co., Ltd. (北京空山信息技术有限公司)**, a company duly incorporated and validly existing under the PRC Laws, with its registered office at Unit 04, 10th Floor, Building A, 101, 3rd to 24th Floor, No. 3 Xinyuan South Road, Chaoyang District, Beijing (北京市朝阳区新源南路 3 号-3 至 24 层 101 内 A 座 10 层 04 单元) (the “**Beijing Company**”);
- (e) **Shanghai Qiniu Information Technologies Co., Ltd. (上海七牛信息技术有限公司)**, a company duly incorporated and validly existing under the PRC Laws, with its registered office at 1-4th Floor, No. 66 Boxia Road, Shanghai Pilot Free Trade Zone, China (中国上海自由贸易试验区博霞路 66 号 1-4 层), (the “**Shanghai Company-1**”, together with the Beijing Company, the “**Domestic Companies**” and each a “**Domestic Company**”);

(The Company, HK Co and the PRC Subsidiaries collectively, the “**Group**”)

- (f) **Qiming Venture Partners III, L.P.**, an exempted limited partnership incorporated in the Cayman Islands, with its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Qiming VP**”);
- (g) **Qiming Managing Directors Fund III, L.P.**, an exempted limited partnership organized in the Cayman Islands, with its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Qiming MD**”);
- (h) **Qiming Venture Partners III Annex Fund, L.P.**, an exempted limited partnership organized in the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (“**Qiming Annex**”, together with Qiming VP and Qiming MD, the “**Qiming Funds**”);
- (i) **MPC II L.P.**, formerly known as MATRIX PARTNERS CHINA II L.P., an exempted limited partnership organized in the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (“**MPC II**”);
- (j) **MPC II-A L.P.**, formerly known as MATRIX PARTNERS CHINA II-A L.P., an exempted limited partnership organized in the Cayman Islands, with its registered office at PO Box 309,

Ugland House, Grand Cayman, KY1-1104, Cayman Islands (“**MPC II-A**”, with MPC II collectively, “**MPCs**”);

- (k) **CBC Cloud Investment Limited**, a company incorporated in the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Islands (“**CBC**”);
- (l) **FG Venture L.P.**, an exempted limited partnership organized in the Cayman Islands, with its registered office at PO Box 309, Ugland House, Grand Cayman, Cayman Islands, KY1-1104 (“**FG Venture**”);
- (m) **Golden Valley Holdings Limited**, a company incorporated in Samoa, with its registered office at Offshore Chambers, P.O. Box 217, Apia, Samoa (“**Golden**”);
- (n) **Harvest Yuanxiang (Cayman) Limited**, a company incorporated in the Cayman Islands, with its registered office at 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands (“**Harvest**”);
- (o) **Titanium Ventures Fund II, L.P.**, formerly known as Telstra Ventures Fund II, L.P., a limited partnership organized in the Island of Guernsey, with its registered office at North Suite 2, Town Mills, Rue Du Pre, St Peter Port, Guernsey, GY1 1LT (“**Titanium Ventures**”);
- (p) **Shanghai (Z.J.) Holdings Limited**, a company incorporated in the Cayman Islands, with its registered office at Offshore Incorporations (Cayman) Limited, Floor 4, Willow House, Cricket Square, P O Box 2804, Grand Cayman KY1-1112, Cayman Islands (together with its Affiliates, “**ZJGK**”);
- (q) **Shanghai Zhangjiang Science & Technology Venture Capital Co., Ltd. (上海张江科技创业投资有限公司)**, a company incorporated in Shanghai, PRC (together with its Affiliates, “**ZJKT**”);
- (r) **Taobao China Holding Limited**, a company incorporated in Hong Kong, with its registered office at 26/F, Tower 1, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (“**Alibaba**”);
- (s) **Magic Logistics Investment Limited**, a company incorporated in the British Virgin Islands, with its registered office at Intertrust Corporate Services (BVI) Limited, 171 Main Street, Road Town, Tortola VG 1110, British Virgin Islands (“**YF**”);
- (t) **Shanghai Shentai Investment Management Partnership (LLP) (上海桑泰投资管理合伙企业 (有限合伙))**, a limited liability partnership duly organized and validly existing under the Laws of PRC (“**Shanghai Shentai**”);
- (u) **BOCOM International Asset Management Limited**, a company incorporated in Hong Kong, with its registered office at 11th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong (“**BOCOM International**”);
- (v) **Qiniu BOCOM International No.1 Equity Fund**, a contractual privately offered fund formed under the Laws of PRC (“**BOCOM Fund**”, together with BOCOM International, “**BOCOM**”);
- (w) **Jumbo Sheen Amber LP**, an Exempted Limited Partnership registered in the Cayman Islands, with is registered office at International Corporation Services Ltd., PO Box 472, 2nd Floor, Harbour Place, 103 South Church Street, George Town, Grand Cayman, KY1-1106, Cayman Islands (“**Jumbo**”);

- (x) **EverestLu Holding Limited (永祿控股有限公司)**, a company incorporated in Hong Kong, with its registered office at Suite 5704, 57/F Central Plaza, 18 Harbour RD, Wanchai, Hong Kong (“**EverestLu**”);

(MPCs, Qiming Fund, CBC, FG Venture, Golden, Harvest, Titanium Ventures, ZJGK, ZJKT, Alibaba, YF, Shanghai Shentai, BOCOM, Jumbo and EverestLu, collectively “**Preferred Shareholders**”)

- (y) **Shiwei XU**, PRC identification number 332625197710306638 (“**Mr. XU**”);

- (z) **Dream Galaxy Holdings Limited**, a company wholly-owned by Mr. XU and incorporated in the British Virgin Islands, with its registered office at Craignuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands (“**Dream Galaxy**”);

- (aa) **Guihua LYU**, PRC identification number 33261519800814141X (“**Mr. LYU**”);

- (bb) **Dustland Ltd.**, a company wholly-owned by Mr. LYU and incorporated in the British Virgin Islands, with its registered office at Craignuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands (“**Dustland**”);

(Mr. XU and Mr. LYU collectively “**Founders**”, together with Dream Galaxy and Dustland, the “**Founder Group**”)

(all parties named herein above together, the “**Parties**”)

WHEREAS:

- (A) Pursuant to the Ninth Amended and Restated Shareholders’ Agreement entered into on October 10, 2019 the “**Shareholders’ Agreement**”) and the currently effective memorandum and articles of association of the Company (the “**Articles**”), Qualified IPO (as defined in the Shareholders’ Agreement) is subject to the fulfilment of certain requirements.
- (B) On June 26, 2023, the Parties entered into a supplemental agreement to the Shareholders’ Agreement (the “**First Supplemental Agreement**”), pursuant to which, the Parties agreed, among other things, (i) termination of the Divestment Rights immediately before the Effective Date (as defined therein); (ii) termination of all the Other Special Rights (as defined therein) upon completion of HKIPO (as defined therein); and the reinstatement of Divestment Rights and Other Special Rights upon Triggering Events (as defined therein).
- (C) The Company is currently seeking listing (the “**Listing**”) of its ordinary shares (the “**Shares**”) on the Main Board of The Stock Exchange of Hong Kong Limited (the “**HKSE**”) by way of an initial public offering (the “**HKIPO**”) and a global offering of shares of the Company in connection with the Listing (the “**Global Offering**”) and will publish its prospectus (the “**Prospectus**”).
- (D) Shanghai Qiniu Web Technologies Co., Ltd. (上海七牛网络科技有限公司) has been deregistered on September 20, 2023.

INTERPRETATIONS

1. Unless otherwise defined herein, the terms in this Agreement shall have the same meaning as those defined in the Shareholders’ Agreement and the First Supplemental Agreement.
2. Headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

QUALIFIED IPO

3. Subject to Clause 6, each of the Parties hereby irrevocably agrees and confirms that the definition and description of the term “Qualified IPO” as defined in paragraph 114 of Exhibit A to the Shareholders’ Agreement shall be deleted in its entirety and shall be replaced by the following wording:

“The term “Qualified IPO” means a firm commitment underwritten public offering by the Company of its Ordinary Shares on the Hong Kong Stock Exchange (Main Board), or any other exchange in any other jurisdiction agreed by the Super Majority Preferred Holders in writing in advance”.

4. The Company shall ensure that, unless otherwise agreed by all parties hereto in writing, its valuation immediately before the completion of the Qualified IPO is no less than US\$3.06 per Share (which is equivalent to approximately RMB4,496.72 million, calculated at the exchange rate of US\$1 : RMB7.2 and rounded up to two decimal places) based on the total number of 204,099,386 Shares in issue before the completion of a Qualified IPO (without taking into accounts the Shares may be allotted and issued pursuant to (i) the Capitalisation Issue; (ii) the Global Offering (iii) the Over-allotment Option; and (iv) the Pre-IPO Share Plan) (the aforementioned “Capitalization Issue”, “Global Offering” and “Over-allotment Option” shall have the meaning as defined in the Prospectus).
5. Subject to Clause 6, each of the Parties hereby irrevocably agrees to waive all the other requirements relating to the offering proceeds and the valuation of the Company in respect of the Qualified IPO as may be originally stipulated under the Shareholders’ Agreement and not to claim any rights it may have thereunder.
6. Notwithstanding anything to the contrary herein, the Company and the Founder Group, jointly and severally, hereby acknowledge and agree that, immediately after the occurrence of the following events, whichever is earlier, (i) the HKIPO is not completed on or before January 1, 2025; (ii) the A1 filing of the HKIPO is formally withdrawn by the Company; (iii) the A1 filing of the HKIPO is rejected by HKSE; or (iv) the A1 filing of the HKIPO has lapsed and has not been re-filed within four (4) months thereafter, the definition of the term “Qualified IPO” as defined in paragraph 114 of Exhibit A to the Shareholders’ Agreement shall and shall only be restored automatically and Clauses 4 and 5 shall also cease to have any effect..

FURTHER ASSURANCE AND UNDERTAKINGS

7. Each party undertakes to the other parties that, subject to the conditions and assumptions provided hereunder, it shall from time to time, if so required by the Listing Rules, other regulations or laws or at the request of HKSE or the Securities and Futures Commission of Hong Kong or other relevant regulatory bodies for the purpose of the HKIPO, to take commercially reasonable efforts to do so by the other parties, do or procure to be done all such acts and execute all such agreements and documents (including but not limiting to pass necessary shareholders’ resolutions and/or directors’ resolutions of the Company, HK Co and/or of the PRC subsidiaries) as may be reasonably necessary to carry into effect or to give full effect to the provisions of this Agreement and the transactions hereby contemplated. Notwithstanding anything to the contrary, the Preferred Shareholders’ rights and obligations hereunder shall be several but not joint and no Preferred Shareholder shall assume any obligation or liabilities of another Preferred Shareholder.

MISCELLANEOUS

8. This Agreement shall take effect upon execution by each and every party named herein this Agreement.
9. In the event of any conflict or inconsistency among (a) this Agreement; (b) the provisions of the Shareholders’ Agreement; (c) the provisions of the First Supplemental Agreement; and (d) the provisions of the Articles and any amendments thereto, the provisions of this Agreement

shall prevail. The Preferred Shareholders and the Founder Group shall, notwithstanding the conflict or inconsistency, act so as to effect the intent of this Agreement to the greatest extent possible under the circumstances and shall promptly amend the conflicting constitutional documents to conform to this Agreement to the greatest extent possible.

10. Section 9.1 (*Governing Law*), Section 9.2 (*Counterparts*), Section 9.4 (*Notices*), Section 9.9 (*Entire Agreement*) and Section 9.12 (*Dispute Resolution*) of the Shareholders' Agreement shall apply to this Agreement mutatis mutandis.

-----[remainder of page is intentionally left blank]-----

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

QINIU LIMITED

By: 许如伟

Name: Shiwei Xu

Title: Director

QINIU (CHINA) LIMITED

(七牛(中国)有限公司)



By: 许如伟

Name: Shiwei Xu

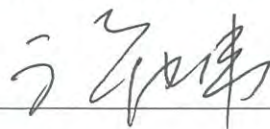
Title: Director

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

**BEIJING KONGSHAN INFORMATION
TECHNOLOGIES CO., LTD.**

(北京空山信息技术有限公司)

By: _____



Name: Shiwei Xu

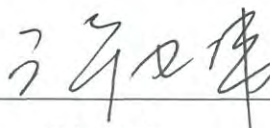
Title: Legal Representative



**SHANGHAI Qiniu INFORMATION
TECHNOLOGIES CO., LTD.**

(上海七牛信息技术有限公司)

By: _____



Name: Shiwei Xu

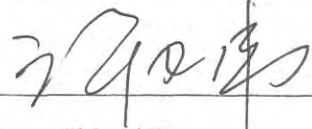
Title: Legal Representative



IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

**KONGSHAN NETWORK TECHNOLOGIES
(SHANGHAI) CO., LTD.**

(空山网络科技(上海)有限公司)

By: 

Name: Shiwei Xu

Title: Legal Representative



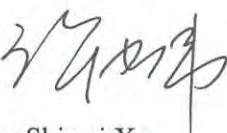
IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

FOUNDER GROUP

By: 

Name: Shiwei Xu

Dream Galaxy Holdings Limited

By: 

Name: Shiwei Xu

Title: Director

By: 

Name: Guihua Lv

Dustland Ltd.

By: 

Name: Guihua Lv

Title: Director

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.


PREFERRED SHAREHOLDER:

MPC II L.P.

PO Box 309, Ugland House,
Grand Cayman, KY1-1104,
Cayman Islands

By: MPC Management II L.P.
its General Partner

By: MPC GPGP II Ltd.
its General Partner

By: 

Name: David Su Tuong Sing
Title: Authorized Representative

MPC II-A L.P.

PO Box 309, Ugland House,
Grand Cayman, KY1-1104,
Cayman Islands

By: MPC Management II L.P.
its General Partner

By: MPC GPGP II Ltd.
its General Partner

By: 

Name: David Su Tuong Sing
Title: Authorized Representative

**QIMING VENTURE PARTNERS III, L.P.,
a Cayman Islands exempted limited
partnership**

By: QIMING GP III, L.P. a Cayman
Islands exempted limited
partnership

Its: General Partner

By: QIMING CORPORATE GP
III, LTD. a Cayman Islands
exempted company

Its: General Partner

By:

Name:

Title: Authorized Signatory

**QIMING MANAGING DIRECTORS FUND
III, L.P., a Cayman Islands exempted limited
partnership**

By: QIMING CORPORATE GP III,
LTD., a Cayman Islands exempted
company

Its: General Partner

By:

Name:

Title: Authorized Signatory

**QIMING VENTURE PARTNERS III
ANNEX FUND, L.P., a Cayman Islands
exempted limited partnership**

By: QIMING GP III, L.P. a Cayman
Islands exempted limited
partnership

Its: General Partner

By: QIMING CORPORATE GP
III, LTD. a Cayman Islands
exempted company

Its: General Partner

By:

Name:

Title: Authorized Signatory

A handwritten signature in black ink, consisting of a large, stylized 'Q' followed by several loops and a long, sweeping tail that extends downwards and to the right.

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

CBC Cloud Investment Limited

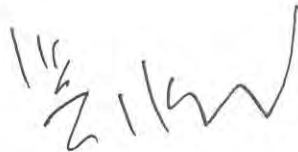
P.O. Box 957

Offshore Incorporation Centre

Road Town, Tortola

British Virgin Islands

By:

A handwritten signature in black ink, appearing to be 'Z. I. W.' with a stylized flourish at the end.

Name:

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

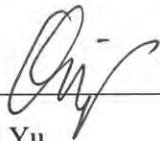
FG Venture, L.P.

PO Box 309, Ugland House, Grand Cayman, Cayman
Islands, KY1-1104

By: FG Venture, LLC

Its: General Partner

Acting on behalf of FG Venture, L.P.

By:  _____

Name: Qian Yu

Its: Managing Director

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Golden Valley Holdings Limited

Offshore Chambers, P.O. Box 217, Apia, Samoa

A handwritten signature in black ink that reads "Alice Cheng". The signature is written in a cursive, flowing style.

By:

Name: Alice Cheng

Title: Director

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Harvest Yuanxiang (Cayman) Limited

8/F China Resources Building, No.8 Jianguomen Beidajie,
Beijing

By:

A handwritten signature in black ink, appearing to be 'J. Yuan', is written over a horizontal line.

Name:

Title: Director

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Titanium Ventures Fund II, L.P.

By: T Ventures Fund II GP, L.P. (acting by its sole general partner, T Ventures Fund II GP, Ltd.)

Its: Sole General Partner

By: 

Name: Jon Young

Title: Director

Address: North Suite 2, Town Mills,
Rue du Pre, St Peter Port,
Guernsey, GY1 1LT

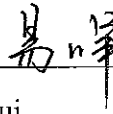
IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Shanghai (Z.J.) Holdings Limited

Offshore Incorporations (Cayman) Limited, Floor 4, Willow House, Cricket Square, PO Box 2804, Grand Cayman KY1-1112, Cayman Islands

By:

A handwritten signature in black ink, appearing to be 'Yi Hui', is written over a horizontal line.

Name: Yi Hui

Title: Director

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Shanghai Zhangjiang Science & Technology Venture
Capital Co., Ltd. (上海张江科技创业投资有限公司)

Room 209, No.1 Building, Longdong Road, Zhangjiang
High-Tech Park, Shanghai



By:

孙维珍 2024.9

Name:

Title: Legal Representative

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Taobao China Holding Limited

26/F, Tower 1, Times Square, 1 Matheson Street, Causeway
Bay, Hong Kong

By: 

Name: JIN Lei

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

Magic Logistics Investment Limited

Intertrust Corporate Services (BVI) Limited, 171 Main Street,
Road Town, Tortola VG 1110, British Virgin Islands

By:

A handwritten signature in black ink, consisting of stylized, overlapping characters that appear to be 'M' and 'L'.

Name:

Title:

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

**SHANGHAI SHENTAI INVESTMENT
MANAGEMENT PARTNERSHIP (LLP)**
(上海榮泰投资管理合伙企业（有限合伙）)

Room J200, Building 2, No.3638, Hu Yi Gong Lu, Jiading
District, Shanghai, P.R. China

By:

A handwritten signature in black ink, appearing to be 'Zhen Sun', written over a horizontal line.

Name: Zhen Sun

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

BOCOM International Asset Management Limited

11th Floor, Man Yee Building, 68 Des Voeux Road, Central,
Hong Kong

By:



Name: SHENG, Jie

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

QINIU BOCOM INTERNATIONAL NO.1 EQUITY FUND



39/F Bank of Communications Building, 3018 Shennan Middle Road, Futian District, Shenzhen City, China

By:

A handwritten signature in black ink, appearing to be "赵长庚".

Name:

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

JUMBO SHEEN AMBER LP

International Corporation Services Ltd., PO Box 472, 2nd
Floor, Harbour Place, 103 South Church Street, George
Town, Grand Cayman KY1-1106, Cayman Islands

By:

A handwritten signature in black ink, appearing to be 'J. Sheen', written over a horizontal line.

Name:

A handwritten checkmark in black ink.

Title: Authorized Signatory

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

PREFERRED SHAREHOLDER

EVERESTLU HOLDING LIMITED (永祿控股有限公司)

Suite 5704, 57F Central Plaza, 18 Harbour RD Wanchai,
Hong Kong

By:



Name: *Miao LONG*

Title: *Director*

基石投资协议

Qiniu Limited
七牛智能科技有限公司

及

禾顺有限合伙 (**Woseon Limited Partnership**)

及

申万宏源融资（香港）有限公司

及

交银国际（亚洲）有限公司

及

申万宏源证券（香港）有限公司

及

交银国际证券有限公司

目录

1.	定义及释义.....	4
2.	投资.....	8
3.	交割条件.....	9
4.	交割.....	10
5.	对投资者的限制.....	11
6.	承认、声明、承诺和保证.....	13
7.	终止.....	21
8.	公告及机密性.....	22
9.	通知.....	23
10.	一般条款.....	24
11.	管辖法律和司法管辖权.....	26
12.	豁免.....	26
13.	副本.....	26
	附录 1 - 投资者股份	33
	附录 2 - 投资者详情	34

本协议（本「协议」）于2024年9月26日订立

订约方：

- (1) Qiniu Limited（七牛智能科技有限公司），一家于英群维尔京群岛注册成立，其后迁至开曼群岛及于开曼群岛存续的有限公司，其注册办事处位于 PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands（“**本公司**”）；
- (2) 禾顺有限合伙（Woseon Limited Partnership），一家于香港成立的有限责任合伙，其编号为 LP000602，其地址为香港九龙湾宏开道 8 号其士商业中心 12 楼 07 室（“**投资者**”）；
- (3) 申万宏源融资（香港）有限公司，一家根据香港（定义见下文）法律注册成立的有限公司公司，其注册办事处位于中国香港皇后大道东 1 号太古广场三期 6 楼，为获证监会（定义见下文）发牌的持牌法团，在香港从事证券及期货条例（定义见下文）规定的第 1 类（证券交易）、第 4 类（就证券提供意见）及第 6 类（就机构融资提供意见）受规管活动（“**申万宏源融资**”）；
- (4) 交银国际（亚洲）有限公司，一家根据香港（定义见下文）法律注册成立的有限公司公司，其注册办事处位于中国香港德辅道中 68 号万宜大厦 9 楼，为获证监会（定义见下文）发牌的持牌法团，在香港从事证券及期货条例（定义见下文）规定的第 1 类（证券交易）及第 6 类（就机构融资提供意见）受规管活动（“**交银国际亚洲**”）；

（申万宏源融资及交银国际亚洲合称“**联席保荐人**”）
- (5) 申万宏源证券（香港）有限公司；一家根据香港法律注册成立的有限公司，其注册办事处位于中国香港皇后大道东 1 号太古广场三期 6 楼，为获证监会（定义见下文）发牌的持牌法团，在香港从事证券及期货条例（定义见下文）规定的第 1 类（证券交易）及第 4 类（就证券提供意见）受规管活动（“**申万宏源证券**”）；
- (6) 交银国际证券有限公司；一家根据香港法律注册成立的有限公司，其注册办事处位于中国香港德辅道中 68 号万宜大厦 9 楼，为获证监会（定义见下文）发牌的持牌法团，在香港从事证券及期货条例（定义见下文）规定的第 1 类（证券交易）及第 4 类（就证券提供意见）受规管活动（“**交银国际证券**”）

（申万宏源证券及交银国际证券华泰金融控股合称“**保荐人整体协调人**”）。

鉴于：

- (A) 本公司申请其股份（定义见下文）以全球发售（「**全球发售**」）方式于联交所（定义见下文）上市，有关发售包括：
 - (i) 本公司作出的公开发售，以供香港公众认购15,975,000股股份（定义见下文）（可予重新分配）（「**香港公开发售**」）；及

- (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者），有条件配售本公司提呈的143,775,000股股份（可予重新分配及假设超额配股权未获行使）（「国际发售」）。
- (B) 申万宏源融资及交银国际亚洲担任联席保荐人及申万宏源证券、交银国际证券及华泰金融控股作为全球发售的保荐人整体协调人及联席全球协调人。
- (C) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

1.1 在本协议（包括其附表）中，下述各个词语和表达具有下述涵义：

除非文意另有所指，就特定个人或实体而言，「联属人士」指通过一层或多层中介直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式；

「总投资金额」指等于发售价乘以投资者股份数目之金额；

「批准」具有第6.2(f)条所给予的涵义；

「联系人 / 紧密联系人」具有《上市规则》赋予该词的涵义，复数形式的「联系人 / 紧密联系人」须据此解释；

「经纪佣金」指按《上市规则》主板费用规则第7(1)段规定以1%的总投资金额计算的经纪佣金；

「营业日」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

「中央结算系统」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

「交割」指根据本协议条款和条件认购投资者股份的交割；

「《公司条例》」指《公司条例》（香港法例第622章）；

「《公司（清盘及杂项条文）条例》」指《公司（清盘及杂项条文）条例》（香港法例第32章）；

「关连人士 / 核心关连人士」具有《上市规则》赋予该词的涵义，复数形式的「关连人士 / 核心关连人士」须据此解释；

「《合约（第三者权利）条例》」指《合约（第三者权利）条例》（香港法例第 623 章）；

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「控股股东」须据此解释；

「中国证监会」指中国证券监督管理委员会；

就任何相关股份而言，「处置」包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券中的、或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置购股权、合约、认股权证或权利的购股权或合约，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中任何权益的任何经济后果或所有权权能；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将通过交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券，而以现金或以其他方式结算；及「处置」须相应解释；

「全球发售」具有叙文(A)所给予的涵义；

「有关政府部门」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局（包括但不限于联交所、香港证监会和中国证监会），或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

「本集团」指本公司、其附属公司、合联属实体及其各自得前身；

「港元」指香港的法定货币；

「香港」指中国香港特别行政区；

「香港公开发售」具有叙文(A)所给予的涵义；

「获弥偿方」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的「获弥偿方」指他们中的任何一个获弥偿方；

「国际发售」具有叙文(A)所给予的涵义；

「国际发售通函」指预期由本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；

「投资者股份」指在国际发售中可供投资者根据本协议条款和条件认购的63,900,000股股份；

「法律」指所有相关司法管辖区的任何有关政府部门（包括联交所、中国证监会和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

「征费」在各种情况下指按总投资金额计算的0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00015%的财汇局交易征费（或上市日期当时的交易费）及0.00565%的联交所交易费（或上市日期当时的交易费）；

「上市日期」指股份首次于联交所主板上市的日期；

「《上市规则》」指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求（经不时修订、补充或另行修改）；

「禁售期」具有第5.1条所给予的涵义；

「发售价」指根据全球发售拟发售的每股股份的最终港元价格（不包括经纪佣金和征费）；

「超额配售权」具有国际发售通函所给予的涵义；

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方；

「中国」指中华人民共和国，仅就本协议而言，不包括中国香港、澳门特别行政区和台湾；

「初步发售通函」指预期由本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）；

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义；

「招股章程」指本公司就香港公开发售拟在香港发出的最终招股章程；

「公开文件」指国际发售的初步发售通函和国际发售通函，本公司就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

「合格机构买家」指依据《证券法》第144A条或《证券法》项下另一可豁免登记的情况于美国境内向合格机构买家；

「人民币」指中国法定货币人民币；

「监管机构」具有第6.2(h)条所给予的涵义；

「相关股份」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

「《证券法》」指经修订的《1933年美国证券法》；

「证监会」指香港证券及期货事务监察委员会；

「《证券及期货条例》」指《证券及期货条例》（香港法例第571章）；

「股份」指本公司股本中的普通股，每股面值为0.0001美元，以港元进行交易，并拟在证券交易所上市；

「联交所」指香港联合交易所有限公司；

「附属公司」具有《公司条例》所给予的涵义；

「美国」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人士」具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已

在本协议正文中明确载列，而且凡提述本协议之处须包括附表；

- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规或法定条文之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) 其重新制定的任何废除法规或法定条文（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「包括」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、保荐人整体协调人和联席保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，通过保荐人整体协调人及 / 或其各自的联属人士（以其作为国际发售相关部分的国际承销商的国际代表之身份），投资者将按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，且保荐人整体协调人将按发售价向投资者分配及 / 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；且
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三(3)个营业日向本公司、保荐人整体协调人和联席保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)属合格机构买家或(B)(i)并非美国人

士；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、保荐人整体协调人和联席保荐人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；且
- (b) 投资者 (i)无条件及不可撤销地向本公司、保荐人整体协调人和联席保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效的弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、保荐人整体协调人或联席保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、保荐人整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 本公司及保荐人整体协调人（代表他们自身和全球发售承销商）将按他们同意的的方式厘定发售价。投资者股份的确切数目将由本公司及保荐人整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司及保荐人整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)及3.1(f)条所载条件只能由本公司、保荐人整体协调人和联席保荐人予以宽免）为条件：

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及保荐人整体协调人（代表全球发售承销商）已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所

买卖前未被撤销；

- (d) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成该等交易的有效命令或禁制令；
- (e) 投资者取得境外直接投资（ODI）备案；
- (f) 投资者在本协议下的各项声明、保证、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未违反本协议。

3.2 倘各方于本协议日期后一百八十（180）天（或本公司、投资者、保荐人整体协调人及联席保荐人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条及3.1(f)条所载条件只能由本公司、保荐人整体协调人及联席保荐人予以宽免），投资者认购及本公司及保荐人整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方退还（不计付利息）予投资者（一旦在商业上可行，应当即刻完成款项的退还，在任何情况下，款项的退还需在以本协议终止日为首日起算的三十(30)日内完成），而本协议将停止及终止，本公司、保荐人整体协调人及／或联席保荐人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者各自在本协议项下作出的声明、保证及承诺和确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或将不会延迟完成或者终止，或发售价将在公开文件中载列的指示范围，若全球发售在所预期的日期及时间前因故未完成或根本无法完成或发售价超出公开文件载列的指示范围，则本公司、保荐人整体协调人或联席保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故未完成或根本无法完成或发售价超出公开文件载列的指示范围，而向本公司、保荐人整体协调人及／或联席保荐人或其各自的联属人士、董事、监事、高级管理人员、雇员或代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据全球发售及作为全球发售一部分，通过保荐人整体协调人（及／或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及保荐人整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期上午8点（香港时间）或之前，以立即可用资金以港元通过

电汇向保荐人整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

- 4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予保荐人整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.4 在不损害第4.3条的原则下，投资者股份亦可以本公司、保荐人整体协调人、联席保荐人及投资者通过书面协定的任何其他方式进行交付及付款，前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后三(3)个营业日。
- 4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、保荐人整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、保荐人整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、保荐人整体协调人及联席保荐人因投资者未能遵守于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者根据第6.5条按除税后基准就各获弥偿方因投资者未能悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，就此向他们作出弥偿，使其免受损害，并保持其悉数获得弥偿。
- 4.6 本公司、保荐人整体协调人及联席保荐人及彼等各自的联属人士因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（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、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、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、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且彼等各自应有权终止本协议，在此情况下，本公司、保荐人整体协调人及联席保荐人保留自行决定终止本协议的权利，且在此情况下，本公司、保荐人整体协调人及联席保荐人的所有义务及责任应停止及终止；惟根据本第4.6条终止本协议不得影响任何一方在终止时或之前就本协议条款对其他方累积的权利或责任。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者与本公司、保荐人整体协调人及联席保荐人议定、契诺并向其承诺，未经本公司、保荐人整体协调人及联席保荐人各自的事先书

面同意，投资者不会（不论直接或间接）自上市日期起十二(12)个月期限内（「禁售期」）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

投资者于禁售期届满后的任何时间内处置任何相关股份，应在拟处置前书面通知本公司、保荐人整体协调人及联席保荐人，并确保该等处置不会造成股份的市场混乱或虚假，且另行遵循所有适用法律。

5.2 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 至少提前五(5)个营业日向本公司、保荐人整体协调人及联席保荐人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，该证明可按本公司、保荐人整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（致达本公司、保荐人整体协调人及联席保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（致达本公司、保荐人整体协调人及联席保荐人及按令他们满意的条款以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别地承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(A)是合资格机构买家或(B)(i)不是美国人士；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、保荐人整体协调人及联席保荐人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权应始终低于本公司全部已发行股本的10%（或于《上市规则》中不时

就「主要股东」的界定规定的其他百分比），而投资者不会于上市日起十二(12)个月内成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人于本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第8.08条）低于上市规则所规定的最低百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人和联席保荐人。

- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、保荐人整体协调人和 / 或联席保荐人合理请求向本公司、保荐人整体协调人和联席保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，且投资者须促致其控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5 投资者及其联属人士、董事、高级人员、雇员或代理均不得与本公司、本公司的主要股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《新上市申请人指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、保荐人整体协调人和联席保荐人分别承认、同意和确认：

- (a) 本公司、保荐人整体协调人、联席保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将进行或完成（在任何特定期间内进行或完成或根本无法进行或完成），或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须向联交所、证监会及其他有关监管机构呈报，并会在联交所FINI平台、公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在向联交所、证监会及其他有关监管机构存档及展示；
- (c) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (d) 基于以下前提，投资者股份将由投资者通过保荐人整体协调人及 / 或其

附属人士以他们作为国际发售的国际承销商的国际代表之身份认购；

- (e) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (f) 投资者股份数目可能受根据《上市规则》第18项应用指引及上市指南第4.14章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (g) 本公司、联席保荐人及保荐人整体协调人可凭全权绝对酌情权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，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；或(ii)上市规则第8.08(1)条规定的或联交所另行批准的最低公众持股量；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、保荐人整体协调人及/或联席保荐人就类似投资已与一名或多名其他投资者订立或可能及/或拟与该等投资者订立协议；
- (i) 投资者股份尚未亦将不会根据《证券法》或美国的任何州或其他司法管辖区证券法律登记，且不得在美国或向或为了任何美国人士的利益直接或间接地发售、转售、质押或另行转让投资者股份（除非根据有效的注册登记表或豁免遵守《证券法》注册规定或于不受该等规定规限的交易中），也不得在任何其他司法管辖区进行，除非该司法管辖区的适用法律允许；
- (j) 如果投资者根据《证券法》第144A条认购投资者股份，投资者股份将构成《证券法》第144条所指的「受限制证券」；
- (k) 其明白及同意，仅可(A)依据《证券法》第144条或《证券法》下其他可用豁免在美国内部转让投资者股份；或(B)依据S规例在美国境外于「离岸交易」（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (l) 其明白，本公司、保荐人整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再发售、转售、质押或转让投资者股份的任何其他可用豁免的可适用性作出任何声明；
- (m) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

- (n) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》）的信息，及其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、高级人员、雇员、顾问及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不得、且将确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具的行为；
- (o) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完善，及投资者在决定是否投资投资者股份时不得依赖该等信息或材料。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供（不论书面或口头）予投资者及 / 或其代表的任何其他材料作出或接受认购、收购或购买任何股份或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (p) 本协议整体或单独不构成（不论共同或单独），在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (q) 其已获其认为对评估认购投资者股份的投资价值及风险属必要或可取的所有信息，及被给予询问本公司、保荐人整体协调人或联席保荐人有关本公司、投资者股份或其认为对评估认购投资者股份的投资价值及风险

必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供投资者要求或代投资者要求的关于投资者股份之投资的所有文件和信息；

- (r) 在作出投资决定时，投资者仅已及将依赖本公司发布的国际发售通函所提供的信息，及尚未及将不会依赖本公司、保荐人整体协调人及 / 或联席保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、保荐人整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、保荐人整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖国际发售通函中未载列的任何信息或材料，或因国际发售通函中未载列的任何信息的任何其他原因而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；
- (s) 保荐人整体协调人、联席保荐人、其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的投资价值、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的投资价值、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (t) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其（直接或间接）为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (u) 其已就本公司及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资者股份之投资相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何保荐人整体协调人、联席保荐人或承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或安慰，及本公司、保荐人整体协调人、联席保荐人或其各自联系人、联属人士、董事、高级人员、雇员、顾问或代表均不对认购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；

- (v) 其明白，投资者股份目前并无公开市场，及本公司、保荐人整体协调人及联席保荐人及彼等各自的任何联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理及代表并未就将存在投资者股份的公开市场作出担保；
- (w) 若全球发售因故延迟、终止或未完成，则本公司、保荐人整体协调人、联席保荐人或其各自任何联系人、联属人士、董事、高级人员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；
- (x) 本公司及保荐人整体协调人拥有对变更或调整(i)全球发售项下待发行的股份股数；及(ii)香港公开发售及国际发售项下分别待发行的股份股数的绝对酌情权；
- (y) 投资者已同意于上市日期上午8点（香港时间）或之前，或根据第4.4条商定的其他日子，支付总投资金额及有关经纪佣金和征费；及

6.2 投资者向本公司、保荐人整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「批准」）均已取得及具备十足效力及作用且不被宣告无效、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺如果任何此类批准不再具有完全的效力或被宣告无效、撤销、撤回或搁置，其将及时通知本公司、整体协调人和联席保荐人；
- (g) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)分别对

投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府部门任何裁决、命令或判令；

- (h) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用当局或机构或证券交易所（「监管机构」）的要求在时限内向联交所、证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、保荐人整体协调人及／或联席保荐人向上述机构提供其所要求的信息（包括但不限于(i) 投资者及其最终实益拥有人的身份信息，及／或发出有关认购投资者股份的指示的最终负责人的身份信息（包括但不限于其各自的名称和注册地点）；(ii) 本协议项下的拟议交易（包括但不限于本协议项下的投资者股份认购详情、投资者股份数量、总投资金额以及禁售限制）；(iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品以及有关详情（包括但不限于认购者及其最终实益拥有人以及该等掉期安排或其他金融或投资产品的提供者的身份信息）；及／或(iv) 投资者或其实益拥有人和联系人，与公司及其任何股东之间的任何中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引（经不时修订、补充或另行修改）下的关联关系）（统称「投资者相关信息」），并接受及同意该等信息的披露。投资者进一步授权本公司、保荐人整体协调人、联席保荐人或其各自联系人、联属人士、董事、高级人员、雇员、顾问、代理或代表根据上市规则、适用法律或任何相关监管机构的规定向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息向监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (i) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的投资价值及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (j) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其并非为有关本协议下拟议的交易的任何保荐人整体协调人或联席保荐人的客户；
- (k) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；
- (l) (i)若于美国认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于《证券法》下S规例所指「离岸交易」中如此行事且其并非美国人士；
- (m) 投资者于获豁免遵守或无须适用《证券法》下登记规定的交易中认购投资者股份；

- (n) 投资者及投资者的实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（无论投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在任何关系）并非本公司的关连人士（定义见《上市规则》）或其联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议完成后独立于有关控制本公司的关连人士或不会与该等人士一致行事（定义见《香港公司收购及合并守则》）；(iii) 具有财务能力并将使用自有资金履行本协议项下的所有义务；(iv) 并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受本公司任何该等人士就本公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；及(v)与本公司或其任何股东并无任何中国证监会发布的境内企业境外发行证券和上市管理试行办法及支持指引（经不时修订、补充或另行修改）下的关联关系，除非另以书面形式向本公司、整体协调人和联席保荐人披露；
- (o) 投资者尚未获得也无意获得贷款或其他形式的融资来为其认购投资者股份或履行其在本协议项下的支付义务提供资金；
- (p) 投资者、其实益拥有人及 / 或联系人均非联席保荐人、保荐人整体协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (q) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「全权管理投资组合」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何人士的代名人；
- (s) 投资者并未及将不会就分销股份与任何「分销商」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (t) 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》）及《新上市申请人指南》第4.15章；
- (u) 投资者、其各自实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司任何关连人士、任何保荐人整体协调人、联席保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，

且与该等投资者及其任何联系人并无关联；

(v) (i) 除先前以书面形式通知联席保荐人及保荐人整体协调人者外，投资者或其实益拥有人均不属于(a)联交所FINI承配人名单模板所载或FINI界面或上市规则就承配人而规定披露的任何承配人类别（「基石投资者」除外）；或(b)根据上市规则（包括上市规则第12.08A条）须在本公司配发结果公告中指定的任何承配人群组；及(ii) 除先前以书面形式向本公司、联席保荐人及保荐人整体协调人披露者外，投资者、其实益拥有人及／或联系人并无订立且不会订立涉及投资者股份的任何掉期安排或其他金融或投资产品；及

(w) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺。

6.3 投资者向本公司、保荐人整体协调人及联席保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明以及向监管机构、本公司、整体协调人及联席保荐人及其各自联属人士提供（及/或按其各自要求）的所有投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、保荐人整体协调人及联席保荐人全权认为属必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、保荐人整体协调人及／或联席保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、保荐人整体协调人及／或联席保荐人合理要求的进一步信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或有权监管机构（包括联交所、中国证监会及证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载声明及承认。投资者承认，本公司、保荐人整体协调人、联席保荐人及承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、保荐人整体协调人及联席保荐人。

6.5 投资者同意及承诺，在经要求后，对由于投资者或其各自高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、保荐人整体协调人、联席保荐人及全球发售的承销商（代表自身或以信托的形式代表各自联属人士）、《证券法》所指控制其的任何人士以及各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称「获弥偿方」）提起或证明的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能以此为依据或以其他方式因此或就此对任何该等申索、诉讼或法律程

序或于该等申索、诉讼或法律程序中争辩或辩护而蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载付款及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；且
- (d) 概无本公司及其控股股东（定义见《上市规则》）、本集团任何成员及其各自的联属人士、董事、监事、高级人员、雇员及代理与任何投资者及其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《新上市申请人指南》第4.15章）不一致的任何安排或协议（包括任何附函）；且
- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条或第4.5条予以终止；
- (b) 倘若投资者于国际发售交割或或在此之前违反本协议（包括投资者（或根据第5.2条转让投资者股份的情形下的全资附属公司）违反本协议下的声明、保证、承诺及确认），则由本公司或每一保荐人整体协调人及联席保荐人（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经全体各方书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得针对该等其他方提出任何申索（前提是不损害任何一方于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任）。尽管有上述规定，第6.5条和投资者给予的弥偿在本协议终止后仍然有效。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、保荐人整体协调人、联席保荐人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、中国证监会、证监会及 / 或本公司、保荐人整体协调人及 / 或联席保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、保荐人整体协调人及 / 或联席保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所、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递交给香港公司注册处以作登记及使之可供公众查阅）或任何主管的有关政府部门的任何具法律约束力的判决、指令或规定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、保荐人整体协调人及联席保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、保荐人整体协调人及联席保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、保荐人整体协调人及联席保荐人及其各自的法律顾问提供任何意见及验证文件。

- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、保荐人整体协调人或联席保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令公司能够遵守适用的公司或证券登记及 / 或包括联交所、中国证监会和证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址：

如致本公司，至：

地址：中国上海市浦东新区博霞路66号Q座1-4楼
邮箱：project.miku@qiniu.com
收件人：许式伟

如致投资者，至：

地址：浙江省嘉兴市东升西路1250号文创大厦9楼
邮箱：392241266@qq.com
收件人：计繆臻

如致申万宏源融资，至：

地址：中国香港皇后大道东1号太古广场三期6楼
邮箱：vincent.qin@swwhyhk.com
收件人：秦炫

如致交银国际亚洲，至：

地址：中国香港德辅道中68号万宜大厦9楼
邮箱：project.miku@bocomgroup.com
收件人：John Huang

如致申万宏源证券，至：

地址：中国香港皇后大道东1号太古广场三期6楼
邮箱：ecm@swwhyhk.com
收件人：ECM

如致交银国际证券，至：

地址：中国香港德辅道中68号万宜大厦15楼
邮箱：ecm_grp@bocomgroup.com

收件人: ECM Team

- 9.2 本协议下的任何通知须以专人递送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过电子邮件发送，则为收到确认发出之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获其授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方无需法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议所载保荐人整体协调人及联席保荐人各自的义务为个别（而非共同或共同及个别）。倘任何其他方未能履行其在本协议项下的义务，保荐人整体协调人及联席保荐人概不负责，且该等未能履行其义务将不会影响任何其他保荐人整体协调人及联席保荐人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，保荐人整体协调人及联席保荐人各自有权单独或共同强制执行其在本协议项下的任何或全部权利。
- 10.3 除明显错误外，就本协议而言，本公司及保荐人整体协调人真诚作出的有关投资者股份数目及发售价的计算及决定为最终计算及决定。
- 10.4 投资者、本公司、保荐人整体协调人及联席保荐人在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经全体各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第10.10条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
- (b) 未经第10.10(a)条所提述之人士的同意，本协议可终止或取消及任何条款可予以修订、修改或豁免遵守。
- 10.12 各保荐人整体协调人及联席保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等转授通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该保荐人整体协调人或联席保荐人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、保荐人整体协调人及联席保荐人有

权取消本协议及本协议项下各方的所有责任即告终止。

- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或其无效（「争议」）须根据于递交仲裁申请之日具有效力的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港。将有一位仲裁员及仲裁程序使用的语言为英文。仲裁庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有的向任何司法当局提出任何形式上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从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。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及对任何一方未能遵守仲裁庭在这方面的命令作出损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或国家地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达诉讼文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）的其他诉讼、讼案或法律程序或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者各自特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

13. 副本

- 13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

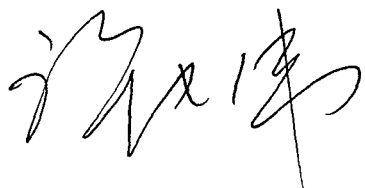
兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

代行且代表:

Qiniu Limited

(七牛智能科技有限公司)

签字:

A handwritten signature in black ink, appearing to be '許式偉' (Xu Shiwei), written in a cursive style.

姓名: 許式偉

职位: 執行董事

代行且代表:

禾顺有限合伙 (Woseon Limited Partnership)



签字:

杜俊杰

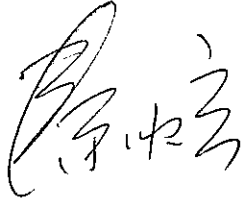
姓名: 杜俊杰

职位: 授权代表

代行且代表：

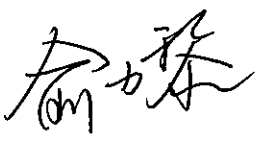
申万宏源融资（香港）有限公司

签字：

A handwritten signature in black ink, appearing to be '秦炫' (Qin Xuan), written in a cursive style.

姓名：秦炫

职位：主要人员及负责人员

签字: 

姓名: 俞力黎

职位: 负责人员

代行且代表：

交银国际（亚洲）有限公司

签字：

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal stroke and a small upward flick.

姓名：黄岩

职位：董事总经理

代行且代表：

申万宏源证券（香港）有限公司

签字：

A handwritten signature in black ink, appearing to be '李崇达' (Li Chenda), written over the printed name.

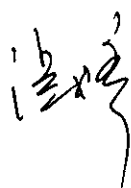
姓名：李崇达

职位：负责人员

代行且代表：

交银国际证券有限公司

签字：

A handwritten signature in black ink, appearing to be '温婷' (Wen Ting), written in a cursive style.

姓名：温婷

职位：董事总经理

签字：

A handwritten signature in black ink, appearing to be 'HJL' or similar, written in a cursive style.

姓名：黄稼砾

职位：执行董事

附录 1 - 投资者股份

投资者股份数目

投资者股份数目为63,900,000股。总投资金额将按照投资者股份数目乘以由本公司及整体协调人于定价日同意的发售价计算（不包括征费及经纪佣金）。

根据《上市规则》第18项应用指引第4.2段、上市指南第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全球发售架构—香港公开发售—重新分配及回补」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，本公司、保荐人整体协调人和联席保荐人可凭全权绝对酌情权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，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；或(ii)上市规则第8.08(1)条规定的或联交所另行批准的最低公众持股量。

附录 2 - 投资者详情

投资者

注册成立地:	香港
注册证书编号:	LP000602
商业登记号码:	57811793
主要业务:	投资
最终控股股东:	嘉兴市人民政府国有资产监督管理委员会
最终控股股东的注册地:	中国
最终控股股东的商业登记号码:	不适用
最终控股股东的主要业务:	不适用
合伙人及持有之权益:	百泽控股有限公司作为普通合伙人 – 0% 嘉兴秀洲翎航二号股权投资合伙企业（有限合伙）作为有限合伙人 – 100%
投资者在招股章程中的描述:	禾顺是一家于2024 年5 月7 日在香港成立的有限合伙企业。禾顺的普通合伙人 是百泽控股有限公司，其为嘉兴市秀洲区金控投资管理有限公司（「秀洲金控」）的全资附属公司。秀洲金控管理超过人民币20 亿元的投资，专注于半导体、新能源、高端装备制造、生物医药及互联网等。秀洲金控是嘉兴市嘉秀发展投资控股集团有限公司（「嘉秀控股」）的全资附属公司，而嘉秀控股由浙江嘉兴高新控股集团有限公司全资拥有，浙江嘉兴高新控股集团有限公司是嘉兴市人民政府国有资产监督管理委员会（「嘉兴市国资委」）的投资机构。禾顺的有限合伙人为嘉兴秀洲翎航二号股权投资合伙企业（有限合伙），其普通合伙人为秀洲金控，有限合伙人为嘉秀控股及嘉兴市秀洲高新投资有限公司，而嘉兴市秀洲高新投资有限公司由嘉兴市国资委及浙江省财政厅间接拥有。

DATED
September 27, 2024

Qiniu Limited
七牛智能科技有限公司
and

Shenwan Hongyuan Capital (H.K.) Limited
and

BOCOM International (Asia) Limited
and

Shenwan Hongyuan Securities (H.K.) Limited
and

BOCOM International Securities Limited
and

Huatai Financial Holdings (Hong Kong) Limited
and

THE WARRANTORS
(whose names appear in Schedule 1)
and

THE HONG KONG UNDERWRITERS
(whose names appear in Schedule 2)
and

THE CAPITAL MARKET INTERMEDIARIES
(as defined herein)

**HONG KONG UNDERWRITING
AGREEMENT**

relating to a public offering in Hong Kong of
initially 15,975,000 ordinary shares with a par value of US\$0.0001 each in the share capital
of
Qiniu Limited,
being part of a global offering of initially
159,750,000 ordinary shares

CONTENTS

CLAUSE	PAGE
1	DEFINITIONS AND INTERPRETATION..... 4
2	CONDITIONS 15
3	APPOINTMENTS 18
4	THE HONG KONG PUBLIC OFFERING 25
5	ALLOTMENT AND PAYMENT 32
6	COMMISSIONS AND COSTS 34
7	STABILIZATION 37
8	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS 39
9	RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES..... 42
10	FURTHER UNDERTAKINGS 45
11	TERMINATION..... 53
12	INDEMNITY 58
13	ANNOUNCEMENTS..... 63
14	CONFIDENTIALITY 64
15	NOTICES 65
16	GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY 67
17	GENERAL PROVISIONS 69
	SCHEDULE 1 THE WARRANTORS..... 1
	SCHEDULE 2 THE HONG KONG UNDERWRITERS..... 1
	SCHEDULE 3 THE WARRANTIES..... 1
	SCHEDULE 4 CONDITIONS PRECEDENT DOCUMENTS 1
	SCHEDULE 5 SET-OFF ARRANGEMENTS 1
	SCHEDULE 6 ADVERTISING ARRANGEMENTS..... 1
	SCHEDULE 7 PROFESSIONAL INVESTOR TREATMENT NOTICE 1

THIS AGREEMENT is made on September 27, 2024

BETWEEN:

- (1) **Qiniu Limited 七牛智能科技有限公司**, a company incorporated in the British Virgin Islands and re-domiciled and continued in the Cayman Islands whose registered address is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands and place of business in Hong Kong is at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong (the “**Company**”);
- (2) **Shenwan Hongyuan Capital (H.K.) Limited**, a limited liability company incorporated in Hong Kong whose registered address is Level 6, Three Pacific Place, 1 Queen’s Road East, Hong Kong;
- (3) **BOCOM International (Asia) Limited**, a limited liability company incorporated in Hong Kong whose registered address is 9th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong;
- (4) **Shenwan Hongyuan Securities (H.K.) Limited**, a limited liability company incorporated in Hong Kong whose registered address is Level 6, Three Pacific Place, 1 Queen’s Road East, Hong Kong;
- (5) **BOCOM International Securities Limited**, a limited liability company incorporated in Hong Kong whose registered address is 15th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong;
- (6) **Huatai Financial Holdings (Hong Kong) Limited**, a limited liability company incorporated in Hong Kong whose registered address is 62/F, The Center, 99 Queen’s Road Central, Hong Kong;
- (7) **THE WARRANTORS** named in SCHEDULE 1;
- (8) **THE HONG KONG UNDERWRITERS** named in SCHEDULE 2; and
- (9) **THE CAPITAL MARKET INTERMEDIARIES.**

RECITALS:

- (A) The Company was incorporated in the British Virgin Islands on May 23, 2011, and re-domiciled and continued in the Cayman Islands with limited liability on June 14, 2023. As of the date hereof, the Company has an authorised share capital of US\$50,000.00 consists of (i) 344,557,754 Shares; (ii) 5,227,732 series A preferred shares of a par value of US\$0.0001 each; (iii) 9,205,161 series B preferred shares of a par value of US\$0.0001 each; (iii) 7,469,416 series C-1 preferred shares of a par value of US\$0.0001 each; (iv) 12,042,958 series C-2 preferred shares of a par value of US\$0.0001 each; (v) 28,651,471 series D preferred shares of a par value of US\$0.0001 each; (vi) 27,306,809 series E-1 preferred shares of a par value of US\$0.0001 each; (vii) 37,672,523 series E-2 preferred shares of a par value of US\$0.0001 each; (viii) 12,916,920 series F preferred shares of a par value of US\$0.0001 each; and (ix) 14,949,256 series F-1 preferred shares of a par value of US\$0.0001 each, and issued share capital of US\$50,000.00 consists of (i) 48,657,140 Shares; (ii) 5,227,732 series A preferred shares of a par value of US\$0.0001 each; (iii) 9,205,161 series B

preferred shares of a par value of US\$0.0001 each; (iii) 7,469,416 series C-1 preferred shares of a par value of US\$0.0001 each; (iv) 12,042,958 series C-2 preferred shares of a par value of US\$0.0001 each; (v) 28,651,471 series D preferred shares of a par value of US\$0.0001 each; (vi) 27,306,809 series E-1 preferred shares of a par value of US\$0.0001 each; (vii) 37,672,523 series E-2 preferred shares of a par value of US\$0.0001 each; (viii) 12,916,920 series F preferred shares of a par value of US\$0.0001 each; and (ix) 14,949,256 series F-1 preferred shares of a par value of US\$0.0001 each.

- (B) As at the date hereof, Mr. Xu Shiwei (“**Mr. Xu**”) controls approximately 17.9576% of the Company’s total issued share capital through Dream Galaxy Holdings Limited (a company wholly owned by Mr. Xu, “**Dream Galaxy**”). Immediately following completion of the Global Offering (assuming that the Over-allotment Option is not exercised and no Shares are issued under the Pre-IPO Share Plan (as defined in the Hong Kong Prospectus)), Mr. Xu, through Dream Galaxy, by virtue of his shareholding together with the voting proxy conferred upon him by the Consenting Shareholders (as defined in Hong Kong Prospectus) as mentioned in the Hong Kong Prospectus, will exercise the voting rights attached to 1,072,568,979 Shares in aggregate, representing approximately 53.7186% of shareholding interest in the Company. Dream Galaxy and Mr. Xu will be the Company’s controlling shareholders (the “**Controlling Shareholders**”) after the Listing.
- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell Shares to the public in Hong Kong in the Hong Kong Public Offering and will concurrently offer and sell Shares outside the United States in offshore transactions in reliance on Regulation S under the Securities Act (the “**International Offering**”). Shenwan Hongyuan Securities (H.K.) Limited and BOCOM International Securities Limited are the sponsor-overall coordinators of the Global Offering (the “**Sponsor-OCs**”). Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited and Huatai Financial Holdings (Hong Kong) Limited are acting as the overall coordinators and the joint global coordinators of the Global Offering. Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Capital Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities Company Limited and SDICS International Securities (Hong Kong) Limited are acting as the joint bookrunners of the Global Offering, and Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Securities Company Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities Company Limited, SDICS International Securities (Hong Kong) Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited are acting as the joint lead managers of the Global Offering.
- (D) In conjunction with the Global Offering, Shenwan Hongyuan Capital (H.K.) Limited and BOCOM International (Asia) Limited, the joint sponsors of the Global Offering (the “**Joint Sponsors**”), have made an application on behalf of the Company to the SEHK for the listing of, and permission to deal in, the Shares

on the Main Board of the SEHK (including any Shares which may be issued upon the exercise of the Over-allotment Option (as defined in the Hong Kong Prospectus)).

- (E) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions hereinafter contained.
- (F) Each of the Company and the Warrantors has agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.
- (G) The Company, the Warrantors, the Joint Sponsors, the OCs, the CMIs and the International Underwriters intend to enter into the International Underwriting Agreement, pursuant to which the International Underwriters will agree to severally (and not jointly or jointly and severally) purchase or procure investors to purchase Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained. The Company intends to grant the International Underwriters the Over-allotment Option under the International Underwriting Agreement, exercisable at the election of the OCs (for themselves and on behalf of the International Underwriters), in whole or in part, to purchase from the Company the Option Shares.
- (H) The Company has appointed Tricor Investor Services Limited to act as its HK share registrar for the Shares.
- (I) The Company has appointed Bank of China (Hong Kong) Limited and China CITIC Bank International Limited to act as the Receiving Banks in relation to the Hong Kong Public Offering, and Bank of China (Hong Kong) Nominees Limited and The Ka Wah Bank (Nominees) Limited to act as the nominees to hold the application monies received by the receiving banks under the Hong Kong Public Offering.
- (J) At a meeting of the Board held on September 25, 2024, resolutions were passed pursuant to which, inter alia, the Directors approved, and any one of the Directors was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Defined terms and expressions:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following terms and expressions shall have the respective meanings set out below:

“Acceptance Date” means October 10, 2024, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

“Accepted Hong Kong Public Offering Applications” means the Hong Kong Public Offering Applications which have from time to time been accepted in whole or in part, pursuant to Clause 4.5;

“Admission” means the grant by the Listing Committee of the SEHK of the listing of, and permission to deal in, the Shares on the Main Board of the SEHK (including any additional Shares to be issued pursuant to any exercise of the Over-allotment Option and the share options granted under the Pre-IPO Share Plan);

“AFRC Transaction Levy” means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed under the Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong);

“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 prospectus of the Company posted on the SEHK’s website at <http://www.hkexnews.hk> on June 29, 2023, March 18, 2024 and September 22, 2024;

“Approvals and Filings” means any approvals, licences, consents, authorizations, permits, permissions, clearances, certificates, orders, concessions, sanctions, qualifications, registrations, declarations and/or filings with any person of any relevant jurisdictions, including, without limitation, the Cayman Islands, Hong Kong and the PRC;

“Articles of Association” means the articles of association of the Company adopted on September 25, 2024 with effect upon the Listing Date;

“Authority” means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization 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, foreign or supranational, including, without limitation, the SEHK, the SFC and the CSRC;

“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 on which the SEHK is open for the business of dealing in securities;

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC;

“CMIs” or “Capital Market Intermediaries” means Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Capital Limited, ABCI Securities Company Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities

Company Limited, SDICS International Securities (Hong Kong) Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited;

“Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the SFC;

“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;

“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 4;

“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 Agreement” means the cornerstone investment agreement entered into between, among others, the Company, the Joint Sponsors and the cornerstone investor as described in the Hong Kong Prospectus;

“CSRC” means 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 (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

“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 (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, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on January 31, 2024 pursuant to Article 13 of the CSRC Filing Rules;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions 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 and Senior Management” of the Hong Kong Prospectus;

“Encumbrance” means any claim, 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, right, interest or preference or any other encumbrance of any kind or an agreement, arrangement or obligation to create any of the foregoing;

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, supplemented or otherwise modified from time to time;

“FINI” means Fast Interface for New Issuance, a software platform developed by HKSCC to manage the Listing settlement process;

“First Six-Month Period” has the meaning ascribed to it in Clause 9.1;

“Formal Notice” means the press announcement in agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

“Global Offering” means the Hong Kong Public Offering and the International Offering;

“Group” means the Company and the Subsidiaries, and the expression **“member of the Group”** shall be construed accordingly;

“Shares” means ordinary shares in the share capital of the Company, with a par value of US\$0.0001 each;

“HK eIPO White Form” means the application for Hong Kong Offer Shares to be issued in the applicant’s own name, submitted online through the designated website at www.hkeipo.hk;

“HK eIPO White Form Service Provider” means The Bank of East Asia, Limited;

“HK Share Registrar” means Tricor Investor Services Limited;

“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 PRC;

“Hong Kong Code on Takeovers” means the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, as amended, supplemented or otherwise modified from time to time;

“Hong Kong Offer Shares” means 15,975,000 new Shares being initially offered by the Company under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.6, 4.11 and 4.12, as applicable;

“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 September 30, 2024;

“Hong Kong Public Offering” means the offering and sale of the Hong Kong Offer Shares to the public in Hong Kong upon 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 or purchase Hong Kong Offer Shares made in compliance with the terms 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 Application Proof, the PHIP, the Hong Kong Prospectus and the Formal Notice;

“Hong Kong Public Offering Over-Subscription” has the meaning ascribed to it in Clause 4.11;

“Hong Kong Public Offering Under-Subscription” has the meaning ascribed to it in Clause 4.6;

“Hong Kong Public Offering Underwriting Commitment” means, in relation to any Hong Kong Underwriters, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase or subscribe for, or failing which itself as principal apply to purchase or subscribe for, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in SCHEDULE 2 to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.6, 4.11 and 4.12, as applicable, but not in any event exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in SCHEDULE 2;

“Hong Kong Share Registrar Agreement” means the agreement dated September 25, 2024 entered into between the Company and the HK Share Registrar;

“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 pursuant to Clause 4.7 which is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Hong Kong Underwriters” means the persons set forth in SCHEDULE 2;

“Indemnified Parties” means (i) the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Sponsor-OCs, the OCs and the CMIs (which, for the avoidance of doubt, include both syndicate CMIs and non-syndicate CMIs as defined in the Code of Conduct); (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.9; (iii) their respective partners, directors, officers, members, employees, agents, representatives, advisers and consultants; (iv) all partners, directors, officers, members, employees, agents, representatives, advisers and consultants of their respective subsidiaries, head offices and branches, associates and affiliates; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any one of them;

“Indemnifying Party” and **“Indemnifying Parties”** have the meaning ascribed to them in Clause 12.1;

“Industry Consultant” means Shanghai iResearch Co., Ltd.;

“Internal Control Consultant” means Protiviti Shanghai Co., Ltd.;

“International Offer Shares” means 143,775,000 Shares initially proposed to be offered by the Company for purchase or subscription by, or by purchasers or subscribers procured by, the International Underwriters under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement, together with the Option Shares;

“International Offering” has the meaning ascribed thereto in the Recitals;

“International Offering Underwriting Commitment” means, in relation to any International Underwriter, the number of International Offer Shares (other than the Option Shares) in respect of which such International Underwriter has agreed to purchase or subscribe for or procure investors to purchase or subscribe for pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement;

“International Underwriters” mean the persons named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering to be entered into between the Company, the Warrantors, the OCs and the International Underwriters;

“Joint Bookrunners” means Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Capital Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited,

CMBC Securities Company Limited and SDICS International Securities (Hong Kong) Limited;

“Joint Global Coordinators” means Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited and Huatai Financial Holdings (Hong Kong) Limited;

“Joint Lead Managers” means Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Securities Company Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities Company Limited, SDICS International Securities (Hong Kong) Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited;

“Law” means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, resolutions, regulations or rules (including, without limitation, any and all regulations, rules (including, without limitation, the Listing Rules and the CSRC Rules), sanctions, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (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 Authority);

“Listing” means listing of the Shares on the Main Board of the SEHK;

“Listing Committee” means the listing committee of the SEHK;

“Listing Date” means the first day on which the Shares commence trading on the SEHK (which is expected to be on October 16, 2024);

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

“Loss” or **“Losses”** has the meaning ascribed to it in Clause 12.1;

“Material Adverse Change” means a material adverse change, or a material adverse effect, or any development involving or likely to be a prospective material adverse change or a prospective material adverse effect, whether directly or indirectly, in or affecting 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 and the other members of the Group, taken as a whole;

“Nominees” means Bank of China (Hong Kong) Nominees Limited and The Ka Wah Bank (Nominees) Limited;

“OCs” means Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited and Huatai Financial Holdings (Hong Kong) Limited;

“OC Announcement” means the announcements dated June 29, 2023, July 12, 2023, March 18, 2024 and September 22, 2024 setting out the name(s) of the overall coordinator(s) appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

“Offer Price” means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee, the AFRC Transaction Levy and the Transaction Levy) at which the Offer Shares are to be subscribed and/or purchased under the Global Offering, to be determined in accordance with Clause 2.5;

“Offer Related Documents” has the meaning ascribed to it in Clause 11.1.2(a);

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

“Offering Circulars” has the meaning ascribed to it under the International Underwriting Agreement;

“Offering Documents” means the Hong Kong Public Offering Documents, the Pricing Disclosure Package, the Offering Circulars and any other announcements, documents, 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 roadshow 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 OCs, 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 Hong Kong Share Registrar Agreement, the FINI agreement entered into between the Company and HKSCC and the Cornerstone Investment Agreement, including, without limitation, all amendments and supplements to any of them;

“Option Shares” means up to 23,962,000 additional Shares to be purchased by, or by investors procured by, the International Underwriters from the Company pursuant to the Over-allotment Option;

“Over-allotment Option” means the option to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the OCs (for themselves and on behalf of the International Underwriters), in whole or in part, to purchase or procure investors to purchase from the Company all or a portion of the Option Shares as may be necessary to, among other things, cover over-allocations made in connection with the International Offering, if any;

“PHIP” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on September 24, 2024, as amended or

supplemented by and amendment or supplement thereto posted on the SEHK's website from that date through to the time of the registration of the Hong Kong Prospectus (if any);

"PRC" means the People's Republic of China, which for the purposes of this Agreement shall not include Hong Kong, Taiwan and the Macau Special Administrative Region of the People's Republic of China;

"PRC Taxes" has the meaning ascribed to it in Clause 17.11;

"Preliminary Offering Circular" means the preliminary offering circular to be dated September 30, 2024 issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Applicable Time (as defined in the International Underwriting Agreement);

"Price Determination Agreement" means the agreement in agreed form to be entered into between the Company and the OCs (for themselves and on behalf of the Hong Kong 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 the Hong Kong Public Offering in accordance with Clause 2.5;

"Pricing Disclosure Package" has the meaning ascribed to it in the International Underwriting Agreement;

"Proceeding" or **"Proceedings"** has the meaning ascribed to it in Clause 12.1;

"Receiving Banks" means Bank of China (Hong Kong) Limited and China CITIC Bank International Limited;

"Receiving Bank Agreement" means the agreement dated September 26, 2024 entered into between the Company, the Receiving Banks, the Joint Sponsors, the Sponsor-OCs and the Nominees;

"Related Public Information" has the meaning ascribed to them in Clause 12.1.1;

"Relevant Jurisdictions" has the meaning ascribed to them in Clause 11.1.1(a);

"Reporting Accountants" means Ernst & Young;

"RMB" or **"Renminbi"** means renminbi, the lawful currency of the PRC;

"Second Six-Month Period" has the meaning ascribed to it in Clause 9.1;

"Securities Act" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

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

“Shares” means ordinary shares in the share capital of the Company with a par value of US\$0.0001 each;

“Stabilizing Manager” has the meaning ascribed to it in Clause 7.1;

“Subsidiaries” means the companies named in Appendix I to the Hong Kong Prospectus as subsidiaries of the Company and entities indirectly controlled by the Company through a series of contractual arrangements, and **“Subsidiary”** means any one of them;

“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 Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including, without limitation, 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, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including, without limitation, all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“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 SEHK;

“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;

“Underwriters” means the Hong Kong Underwriters and the International Underwriters;

“Unsubscribed Hong Kong Offer Shares” has the meaning ascribed to it in Clause 4.6;

“Verification Notes” means the verification notes relating to the Hong Kong Prospectus, copies of which have been signed and approved by, among others, the Directors;

“Warranties” means the representations, warranties, agreements and undertakings of the Company and the Warrantors as set out in SCHEDULE 3; and

“Warrantors” means the person(s) set forth in SCHEDULE 2.

- 1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 **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.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
- 1.4.1 references to an **“affiliate”**, in relation to any person, shall be to any other person 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 power, directly or indirectly, 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 **“controlled by”** and **“under common control with”** shall be construed accordingly;
 - 1.4.2 references to **“Clauses”**, **“Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;
 - 1.4.3 whenever the words **“include,” “includes”** or **“including”** are used in this Agreement, they shall be deemed to be followed by the words **“without limitation”**;
 - 1.4.4 the terms **“herein”**, **“hereof”**, **“hereto”**, **“hereinafter”** and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
 - 1.4.5 the term **“or,”** is not exclusive;
 - 1.4.6 references to **“persons”** shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);
 - 1.4.7 the terms **“purchase”** and **“purchaser”**, when used in relation to the Offer Shares, shall include, respectively, a subscription for the Offer Shares and a subscriber for the Offer Shares;
 - 1.4.8 the terms **“sell”** and **“sale”**, when used in relation to the Offer Shares, shall include an allotment or issuance of the Offer Shares by the Company;
 - 1.4.9 references to a **“subsidiary”** or **“holding company”** shall be construed to have the same meanings as defined in sections 13 and 15 of the Companies Ordinance (as the case may be);
 - 1.4.10 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as

references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced 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;

- 1.4.11 references to a document being “**in agreed form**” shall mean such document in a form agreed between the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) and the Company or identified as such by way of exchange of emails between (a) O’Melveny & Myers, legal advisers to the Company as to Hong Kong Laws, on behalf of the Company; and (b) Jingtian & Gongcheng LLP, legal advisers to the Joint Sponsors and the Underwriters as to Hong Kong Laws, on behalf of the Joint Sponsors and the Underwriters;
- 1.4.12 references to a “**certified true copy**” or “**certified copy**” means a copy certified as a true copy by a Director or a secretary of the Company or the Company’s legal advisers as being a complete, true and accurate copy of the original;
- 1.4.13 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.14 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.15 references to one gender shall include the other genders; and
- 1.4.16 references to 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, extended, waived or modified in accordance with Clause 2.3:

- 2.1.1 the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) or their legal advisers receiving from the Company all Conditions Precedent Documents as set out in Part A of SCHEDULE 4 and Part B of SCHEDULE 4, in form and substance satisfactory to the Joint Sponsors and the OCs, not later than 6:30 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 6:30 p.m. on the Business Day immediately before the Listing Date, or such other time and/or date as the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) may agree, respectively;
- 2.1.2 the issue by the SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of each of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorized 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. on the Business Day immediately before the Hong Kong 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 OCs (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 OCs may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing) and Admission not subsequently having been withdrawn, revoked or withheld or subject to the qualifications (except for customary conditions imposed by the SEHK in relation to the Listing) prior to the commencement of trading of the Shares on the SEHK;
- 2.1.4 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the OCs (for themselves and on behalf of the Hong Kong Underwriters), on the Price Determination Date (or such later date as may be agreed between the OCs and the Company) in accordance with Clause 2.5 and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
- 2.1.5 the execution and delivery of the International Underwriting Agreement on the Price Determination Date and such agreement not subsequently having been terminated, the obligations of the International Underwriters thereunder having become 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 becoming 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;
- 2.1.6 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering and such Approvals and Filings are valid and are not revoked, withdrawn, amended or invalidated;
- 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, complete, not misleading and not being breached as of the date and time specified under Clause 8.2.1 to 8.2.9 (as though they had been given and made on such date by references to the facts and circumstances then subsisting);

- 2.1.9 each of the Company and the Warrantors having complied with his/its obligations and conditions under this Agreement on or prior to the respective times and dates by which such obligations must be performed or conditions met;
 - 2.1.10 admission into CCASS for clearing, settlement, deposits and withdrawals in respect of the Shares having been approved with effect from the Listing Date (or such later date as the Company and the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing); and
 - 2.1.11 all of the waivers and/or exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK and/or the SFC and/or the CSRC having been granted and not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** The Company and the Warrantors jointly and severally undertake to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters to fulfil or procure the fulfilment of the Conditions 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 OCs (for themselves and on behalf of the Hong Kong Underwriters), the SEHK, the SFC, the CSRC, the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the Listing or the fulfilment of any of the Conditions.
- 2.3 **Extension:** The Joint Sponsors and the OCs (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 Condition by such number of days or in such manner as the Joint Sponsors and the OCs may determine (in which case the Joint Sponsors and the OCs 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 30 days after the Hong Kong Prospectus Date, and any such extension and the new timetable shall be notified by the Joint Sponsors and the OCs to the other parties to this Agreement and the relevant 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 only, to waive or modify (with or without condition(s) attached) such Condition.
- 2.4 **Conditions not satisfied:** Without prejudice to Clause 2.3, if any of the Conditions shall not have 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 **Determination of Offer Price:** The Company and the OCs (for themselves and on behalf of the Hong Kong 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 OCs (for themselves and on behalf of the Hong Kong Underwriters) reach agreement on the price on 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 5:00 p.m. on October 14, 2024 and there is no extension pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply.
- 2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The OCs, for themselves and on behalf of the Underwriters, may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the indicative Offer Price range below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date. In such a case, the Company will, as soon as practicable following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, cause to be published on the websites of the Company and the Stock Exchange notices of the reduction. The Company will also, as soon as practicable following the decision to make such change, issue a supplemental prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering and/or the Offer Price. The Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental prospectus.
- 2.7 **No waiver in certain circumstances:** The Joint Sponsors and the OCs' consent to or knowledge of any amendments / supplements to the Offering Documents subsequent to their respective issues 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.

3 APPOINTMENTS

- 3.1 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited and Huatai Financial Holdings (Hong Kong) Limited as the joint global coordinators of the Global Offering, and each of Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited and Huatai Financial Holdings (Hong Kong) Limited, relying on the Warranties and subject as hereinafter mentioned, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.
- 3.2 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited,

CMB International Capital Limited, ABCI Capital Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities Company Limited and SDICS International Securities (Hong Kong) Limited, to act as the joint bookrunners of the Global Offering, and each of Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Capital Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities Company Limited and SDICS International Securities (Hong Kong) Limited, relying on the Warranties and subject as hereinafter mentioned, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.

- 3.3 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Securities Company Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities Company Limited, SDICS International Securities (Hong Kong) Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited to act as the joint lead managers of the Global Offering, and each of Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Securities Company Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities Company Limited, SDICS International Securities (Hong Kong) Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited, relying on the Warranties and subject as hereinafter mentioned, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Shenwan Hongyuan Capital (H.K.) Limited and BOCOM International (Asia) Limited to act as the joint sponsors of the Company in relation to its application for Admission. Each of Shenwan Hongyuan Capital (H.K.) Limited and BOCOM International (Asia) Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Sponsor-OCs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Shenwan Hongyuan Securities (H.K.) Limited and BOCOM International Securities Limited to act as the sponsor-overall coordinators of the Global Offering. Each of Shenwan Hongyuan Securities (H.K.) Limited and BOCOM International Securities Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **OCs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Shenwan Hongyuan Securities (H.K.) Limited,

BOCOM International Securities Limited and Huatai Financial Holdings (Hong Kong) Limited to act as the overall coordinators of the Global Offering. Each of Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited and Huatai Financial Holdings (Hong Kong) Limited, relying on the Warranties and subject as hereinafter mentioned, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.

- 3.7 **CMIs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Capital Limited, ABCI Securities Company Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities Company Limited, SDICS International Securities (Hong Kong) Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited to act as the capital market intermediaries of the Global Offering, and each of Shenwan Hongyuan Securities (H.K.) Limited, BOCOM International Securities Limited, Huatai Financial Holdings (Hong Kong) Limited, GF Securities (Hong Kong) Brokerage Limited, CMB International Capital Limited, ABCI Capital Limited, ABCI Securities Company Limited, Zheshang International Financial Holdings Co., Limited, China Merchants Securities (HK) Co., Limited, CMBC Securities Company Limited, SDICS International Securities (Hong Kong) Limited, Futu Securities International (Hong Kong) Limited, Livermore Holdings Limited and Tiger Brokers (HK) Global Limited, relying on the Warranties and subject as hereinafter mentioned, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.
- 3.8 **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 as agents of the Company, to procure applications for the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject as hereinafter mentioned, hereby severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.9 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.8 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, authorities, 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.
- 3.10 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under Clauses 3.1 to 3.8 confer on each of the appointees and their respective delegates under Clause 3.9 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a sponsor, global coordinator, lead manager, bookrunner, sponsor-overall coordinator, overall coordinator or capital market intermediary of the Global Offering or a Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm

everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sponsor-OCs, the OCs, the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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.

- 3.11 **Limitation of liability:** None of the appointees pursuant to Clauses 3.1 to 3.8, their respective delegates under Clause 3.9 or the other Indemnified Parties shall be responsible for any loss, cost, expense or damage to any persons arising from (i) any transaction carried out by such appointee within the scope of the appointments, authorities and discretions referred to in this Agreement or arising out of the services rendered or duties performed by such appointee under this Agreement or otherwise in connection with the Global Offering and the application for the listing of, and permission to deal in, the Shares on the Stock Exchange or (ii) any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.
- 3.12 **No fiduciary relationship:** The Company and the Warrantors acknowledge and agree that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering, the Sponsor-OCs, in its roles as such, is acting solely as sponsor-overall coordinator of the Global Offering, the OCs, in their roles as such, are acting solely as overall coordinators of the Global Offering, the CMIs, in their roles as such, are acting solely as capital market intermediaries of the Global Offering, and the Joint Sponsors, in their role as such, are acting solely as sponsors in connection with the Listing.

The Company and the Warrantors further acknowledge that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs and the Joint Sponsors are acting pursuant to a contractual relationship with the Company and the Warrantors, entered into on an arm's length basis, and in no event do the parties intend that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs or the Joint Sponsors, as applicable, act or be responsible as a fiduciary or adviser to the Company and the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs or the Joint Sponsors, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the Listing, either before or after the date hereof. Each of the Warrantors further acknowledges and agrees that each of the Joint Sponsors, the Sponsor-OCs, the OCs and the CMIs is acting in the capacity as a sponsor, a sponsor-overall coordinator, an overall coordinator and a capital market intermediary respectively subject to the Code of Conduct, and therefore the Joint Sponsors, the Sponsor-OCs, the OCs and the CMIs only owe certain

regulatory duties to the Stock Exchange, the SFC and the CSRC but not to any other party including the Warrantors.

Each of the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs and the Joint Sponsors hereby expressly for itself and for its delegates disclaim any fiduciary or advisory or similar obligations to the Company or 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 or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the CMIs, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners and the Joint Lead Managers have advised or are currently advising the Company or the Warrantors or any of them on other matters), and the Company and the Warrantors hereby confirm its/his understanding and agreement to that effect. The Company and the Warrantors, on the one hand, and the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs or the Joint Sponsors, 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 Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs or the Joint Sponsors, as applicable, to the Company or 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 Shares, do not constitute advice or recommendations to the Company or the Warrantors or any of them.

The Company and the Warrantors, on the one hand, and the Hong Kong Underwriters, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Sponsor-OCs, the OCs, the CMIs or the Joint Global Coordinators, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs or the Joint Sponsors, 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 as principal and not the agent or fiduciary or adviser of the Company and the Warrantors (except and solely, with respect to the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the OCs and the CMIs, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the AFRC Transaction Levy and the Transaction Levy as set forth in Clause 5.4, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Hong Kong Offer Shares as set forth in Clause 4.6 hereof), and none of the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs and the Joint Sponsors has assumed, and will assume, any fiduciary, agency or advisory or similar responsibility in favour of the Company or the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the Listing or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the

Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs and the Joint Sponsors has advised or is currently advising the Company or the Warrantors or any of them on other matters).

The Company and the Warrantors further acknowledge and agree that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs and the CMIs are not advising the Company, the Warrantors, their respective directors, officers or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each of the Company and the Warrantors shall consult with its own advisors 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 Hong Kong Underwriters, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs and the CMIs and their respective directors, officers and affiliates shall have any responsibility or liability to the Company and the Warrantors with respect thereto. Any review by the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs and the CMIs of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the Listing or any process or matters relating thereto shall be performed solely for the benefit of the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs and the CMIs and shall not be on behalf of the Company or the Warrantors or any of them.

Additionally, the Company and the Warrantors further acknowledge and agree that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs and the CMIs and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company or the Warrantors and that the Sponsor-OCs, the OCs, the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the CMIs and their respective affiliates have no obligation to disclose such interests and transactions to the Company or the Warrantors by virtue of any fiduciary, advisory or agency relationship.

The Company and the Warrantors hereby waive and release, to the fullest extent permitted by Laws, any conflict of interests and any claims that the Company and the Warrantors may have against the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs and the CMIs with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Company and the Warrantors in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the Listing or any process or matters leading up to such transactions.

- 3.13 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and the other

Indemnified Parties (as defined in Clause 12.1 hereof) shall have any liability whatsoever to the Company, 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 Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMI, the Hong Kong Underwriters or any other Indemnified Party, in connection with the following matters (it being acknowledged by the parties that the Company or the Warrantors is solely responsible in this regard):

3.13.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and

3.13.2 any of the matters referred to in Clause 12.1.1 to 12.1.4.

Notwithstanding anything contained in Clause 12, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 12 to recover any Loss (as defined in Clause 12.1) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.14 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.8, as applicable, or by any of the delegates under Clause 3.9 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilization activity) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.8 or their respective delegates under Clause 3.9. None of the appointees under Clauses 3.1 to 3.8 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 3.8 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.15 **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 Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangement to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely.

3.16 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Sponsor-OCs and the OCs has:

3.16.1 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;

3.16.2 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;

- 3.16.3 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;
- 3.16.4 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;
- 3.16.5 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 initial public offering in Hong Kong, which is currently around 75% fixed and 25% discretionary;
- 3.16.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the SEHK, 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
- 3.16.7 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 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares upon 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 Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the Company shall cause, the Formal Notice to be published on the websites of the SEHK and the Company on the day(s) specified in SCHEDULE 6 (or such other publication(s) and/or day(s)) as may be agreed by the Company and the Joint Sponsors. The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Public Offering Documents on the websites of the SEHK and the Company.
- 4.2 **Receiving Banks and Nominees:** The Company has appointed the Nominees to hold the application monies under the Hong Kong Public Offering upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall procure (i) each of the Receiving Banks and the Nominees to do all such acts and things as may be required to be done by it in connection with the Hong Kong Public Offering and the Receiving Bank Agreement; and

(ii) the Nominees 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 **HK Share Registrar and HK eIPO White Form Service Provider:** The Company has appointed the HK Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the Hong Kong Share Registrar Agreement. The Company has appointed the HK eIPO White Form Service Provider to act as the service provider in relation to the HK eIPO White Form service upon and subject to the terms and conditions of any separate agreement between them. By executing the Hong Kong Share Registrar Agreement, the Company undertakes to procure the HK Share Registrar to do all such acts and things as may be required to be done by them in connection with the Hong Kong Public Offering, the Hong Kong Share Registrar Agreement and the Receiving Bank Agreement.
- 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 Bad Weather Signal (as defined in the Listing Rules) 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 Bad 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 Acceptance Date and 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 OCs 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 allocation of the Hong Kong Offer Shares, and to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, 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 and to determine the basis of allocation of the Hong Kong Offer Shares. The respective International Offering Underwriting Commitments of the International Underwriters may be correspondingly reduced in such proportions as the OCs may in their absolute discretion determine in the event of such reallocation but the Hong Kong Underwriters will not be, and the International Underwriters shall continue to be, entitled to the Underwriting Commission in respect of such reallocated Offer Shares.

The Company shall and shall procure the Receiving Banks and the HK Share Registrar to, as soon as practicable after the close of the Application Lists, provide the Joint Sponsors and the OCs with such information, calculations and assistance as the Joint Sponsors and the OCs may require under the respective terms and conditions of the Receiving Bank Agreement and the Hong Kong Share Registrar Agreement for the purposes of determining, inter alia:

- 4.5.1 in the event of a Hong Kong Public Offering 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 a Hong Kong Public Offering 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 under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares; or
 - 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 (a “**Hong Kong Public Offering Under-Subscription**”), each of the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering 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 at the Offer Price, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsubscribed Hong Kong Offer Shares**”), as the OCs 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) and shall pay or procure to be paid in full amount payable on application in accordance with Clause 4.9, provided that:
- 4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);
 - 4.6.2 the number of Unsubscribed Hong Kong Offer 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 2):

$$[N = T \times \frac{(C - P)}{(AC - AP)}]$$

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Hong Kong Offer 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 OCs may determine to avoid fractional Shares;

- T is the total number of Unsubscribed Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.10 and 4.12, as applicable;
- C is the Hong Kong Public Offering 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 reallocation and/or reduction pursuant to Clauses 2.6, 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 OCs in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the OCs of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

None of 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 Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to application having been marked with the name of 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 Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in SCHEDULE 5.

- 4.8 **Accepted Application:** The Company agrees that all duly completed and submitted applications for subscription of Hong Kong Offer Shares received prior to the closing of the Application Lists and accepted by the OCs 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 Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the OCs shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the HK Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Hong Kong Offer 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 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:
- 4.9.1 deliver to the OCs duly completed application(s) for such number of Unsubscribed Hong Kong Offer 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
- 4.9.2 pay, or procure to be paid, to the Nominees the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee, the AFRC Transaction Levy and the Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the OCs on behalf of the Hong Kong Underwriters at their discretion and without obligation, the OCs 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 9:00 a.m. on October 15, 2024 (the date specified in the Hong Kong 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 HK 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 OCs to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the OCs shall have the right (to be exercised at their sole and absolute discretion 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 Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by the OCs 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 (a “**Hong Kong Public Offering Over-Subscription**”), then:

- 4.11.1 subject to any required reallocation as set forth below in Clause 4.11.2 and Clause 4.11.3 and provisions under Chapter 4.14 of the Guide for New Listing Applicants, the OCs, 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. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the OCs may in their sole and absolute discretion determine and the Hong Kong Underwriters will be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and
- 4.11.2 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (an “**International Offering Full or Over-subscription**”), and the Hong Kong Public Offering 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 shall be increased to 47,925,000, 63,900,000 and 79,875,000 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 initially available under the Global Offering (before any exercise of the Over-allotment Option); and
- 4.11.3 if (i) there is an International Offering Full or Over-subscription, and the Hong Kong Offer Shares are fully subscribed as to less than 15 times, of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, or (ii) purchasers have been procured by the International Underwriters for less than all of the International Offer Shares initially offered, and the Hong Kong Offer Shares are fully subscribed or over-subscribed irrespective of the number of time of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the OCs 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 Hong Kong Public Offering 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 31,950,000 Offer Shares, representing 20% of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option) and the final Offer Price shall be fixed at the bottom end of the indicative Offer Price range (i.e. HK\$2.74 per Offer Share) as stated in the Hong Kong Prospectus.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly but the Hong Kong Underwriters will not be, and the International Underwriters shall continue to be, entitled to the underwriting commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the OCs, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsubscribed Hong Kong Offer Shares from the Hong Kong Public Offering 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 Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the OCs may in their sole and absolute discretion determine. Any Hong Kong Offer 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 allocated to increase the International Offering Underwriting Commitment of all or any of the International Underwriters in such proportion as the OCs in their absolute discretion determine. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering.
- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Manager, the Joint Bookrunners, the CMIs or 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 that the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Manager, the Joint Bookrunners, 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 Company and the Warrantors jointly and severally undertake with the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the CMI 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 Shares on the SEHK to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the HK 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 on October 15, 2024 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived 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, the Operative Documents and this Agreement to the successful applicants and in the numbers specified by the OCs on terms that they rank pari passu in all respects among themselves and with the existing issued 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 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 and substance complying with the Listing Rules and in such number and denominations as directed by the OCs) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, Hong Kong Securities Clearing Company Limited for immediate credit to such CCASS stock accounts as shall be notified by the OCs to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents, the Operative Documents and this Agreement.

- 5.2 **Payment to the Company:** The application monies received in respect of Hong Kong Public Offering Applications and held by the Nominees will, subject to any deductions set out in this Agreement, be paid in Hong Kong dollars to the Company on the Listing Date before or around 9:30 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominees receiving written confirmation from the OCs that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to

HKSCC Nominees Limited, as the case may be) by wire transfer in immediately available funds to such account or accounts in Hong Kong specified by the Company and notified to the OCs in writing as soon as practicable after the signing of this Agreement and in accordance with the Receiving Bank Agreement; provided, however, that:

5.2.1 BOCOM International Securities Limited, as the Settlement Agent (as defined in the International Underwriting Agreement), is hereby irrevocably and unconditionally authorised by the Company to direct the Nominees (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 and pay to the Settlement Agent (and where a person other than the Settlement Agent is entitled to any amount so deducted, such amount will be received by the Settlement Agent on behalf of such person) the following:

- (a) all amounts payable by the Company pursuant to Clause 6;
- (b) the Brokerage, Trading Fee, AFRC Transaction Levy and Transaction Levy payable by the Company and the successful applicants in respect of such Hong Kong Offer Shares (as the case may be) pursuant to Clauses 5.3 and 5.4; and
- (c) any other amount which the Settlement Agent and the Company agree to be deducted;

5.2.2 to the extent that the amounts deducted by the Nominees under Clause 5.2.1 are insufficient to cover, or the Nominees do not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clauses 5.3, 5.4 and 6, the Settlement Agent is hereby irrevocably and unconditionally authorised by the Company to direct the Settlement Agent (as defined in the International Underwriting Agreement) to deduct from the net proceeds from the International Offering, the shortfall or the amounts not so deducted, as applicable, to the Settlement Agent (for itself and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company; and

5.2.3 to the extent that the amounts deducted by the Nominees under Clause 5.2.1 and the Settlement Agent under Clause 5.2.2 are insufficient to cover, or the Nominees do not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clauses 5.3, 5.4 and 6, the Company shall, and the Warrantors 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 forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Joint Sponsors and the Settlement Agent (for itself 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 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, Trading Fee, AFRC Transaction Levy and Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$2.86 per Offer Share.

- 5.3 **Brokerage, Trading Fee, AFRC Transaction Levy and Transaction Levy for applicants:** Subject to receipt of the application monies pursuant to Clause 5.2, the Settlement Agent (for itself and on behalf of the Hong Kong Underwriters) will arrange for the payment by the Nominees on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the AFRC Transaction Levy and the Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Settlement Agent is hereby irrevocably and unconditionally authorised by the Company to direct the Nominees to deduct and pay such amounts.
- 5.4 **Trading Fee, AFRC Transaction Levy and Transaction Levy for the Company:** Subject to receipt of the application monies pursuant to Clause 5.2, the Settlement Agent will, on behalf of the Company, arrange for the payment by the Nominees of the Trading Fee, the AFRC Transaction Levy and the Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Settlement Agent is hereby irrevocably and unconditionally authorised by the Company to direct the Nominees to deduct and pay such amounts.
- 5.5 **Refund:** The Company will procure, in accordance with the terms of the Hong Kong Share Registrar Agreement, the Hong Kong Share Registrar shall arrange for the e-Auto Refund payment instruction / refund cheques (if applicable) representing such payment, to those successful and unsuccessful applicants under the Hong Kong Public Offering through the HK eIPO White Form service who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the 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 separate bank account(s) with the Nominees pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No responsibility for default:** The Company acknowledges and agrees that the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the CMIs and the Hong Kong Underwriters have no liability whatsoever for any default by the Nominees or any other application or otherwise of funds or refunds.

6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission and incentive fee:** The Company shall pay to the OCs (for themselves and on behalf of the Hong Kong Underwriters), a fee of 3.8% of the aggregate Offer Price payable 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 “**Base Fee**”). The respective final entitlements of the Hong Kong Underwriters and the CMIs to the Base Fee will be paid as separately agreed in the International Underwriting Agreement, provided that any adjustment to the allocation of the Base Fee to each Hong Kong Underwriter/CMI as set out in the respective engagement letters with the Company as an overall coordinator and/or joint global coordinator and/or joint bookrunner and/or joint lead manager and/or syndicate CMIs and/or underwriter shall be in compliance with the Listing Rules. In addition to the Base Fee, the Company may in its sole and absolute discretion pay, any one or all of the Hong Kong Underwriters an additional incentive fee of up to 1.4% of the aggregate Offer Price payable 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 “**Incentive Fee**”, and the Base Fee and the maximum amount of the Incentive Fee that may be paid to all participating CMIs by the Company are collectively referred to as “**Underwriting Commission**”). The allocation of the Incentive Fee (if any) to each of the Hong Kong Underwriters and the payment schedule of the Incentive Fee (if any) payable to each of the Hong Kong Underwriters shall be determined in accordance with the terms of the International Underwriting Agreement.

6.2 Costs payable by the Company: All costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the Listing and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:

- 6.2.1 fees, disbursements and expenses of the Joint Sponsors, of such amount and in such manner as have been separately agreed between the Company and the Joint Sponsors;
- 6.2.2 all fees and expenses of conducting background search, company searches, litigation and legal proceedings searches, bankruptcy and insolvency searches and directorship searches in connection with the Global Offering;
- 6.2.3 all costs, fees and out-of-pocket expenses actually incurred by the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Underwriters, the CMIs or any of them or on their behalf under this Agreement, 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 or pursuant to any other agreements between the Company and the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Manager, the Joint Bookrunners, the Underwriters and the CMIs;
- 6.2.4 fees, disbursements and expenses of the Reporting Accountants;
- 6.2.5 fees, disbursements and expenses of the HK Share Registrar;

- 6.2.6 fees, disbursements and expenses of all legal advisers to the Company and the fees, disbursements and expenses of all legal advisers to the Joint Sponsors and the Underwriters;
- 6.2.7 fees, disbursements and expenses of the Internal Control Consultant and any other consultants;
- 6.2.8 fees, disbursements and expenses of the Industry Consultant;
- 6.2.9 fees, disbursements and expenses of any public relations consultants;
- 6.2.10 fees, disbursements and expenses of any translators (if applicable);
- 6.2.11 fees, disbursements and expenses of the Receiving Banks and the Nominees;
- 6.2.12 fees, disbursements and expenses of other agents, consultants and advisers of the Company relating to the Global Offering;
- 6.2.13 fees, disbursements and expenses related to the application for Listing, the filing or registration of any documents with any relevant Authority and the qualification of the Offer Shares in any jurisdiction;
- 6.2.14 all costs and expenses for roadshow (including, without limitation, pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses of any consultants engaged in connection with the road show presentation and other fees and expenses incurred by the Hong Kong Underwriters;
- 6.2.15 all printing, typesetting and advertising costs (including all fees and expenses of the financial printer retained for the Global Offering);
- 6.2.16 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto;
- 6.2.17 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports;
- 6.2.18 all cost of preparing, printing or producing this Agreement, the International Underwriting Agreement, the Agreement among the Hong Kong Underwriters, the Agreement among the International Underwriters, the Agreement Between Syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;
- 6.2.19 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refunds;

6.2.20 the Trading Fee, the AFRC Transaction Levy and the Transaction Levy payable by the Company, and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, allotment, issue, sale and delivery of the Offer Shares;

6.2.21 all costs and expenses related to the preparation and launching of the Global Offering; and

6.2.22 all CCASS transaction fees payable in connection with the Global Offering,

shall be borne by the Company, and the Company shall, and the Warrantors shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation on an after-tax basis.

6.3 **Costs remaining payable if 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 under Clause 6.1, but the Company shall, and the Warrantors shall procure the Company to pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in Clause 6.2 which have been incurred by such relevant parties or are liable to be paid by the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or other relevant parties and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.2, forthwith upon demand by the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the CMIs, the Hong Kong Underwriters or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be.

6.4 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company on and at the date and time of payment of the application monies to the Company as mentioned at Clause 5.2 or forthwith with upon demand subsequent to such date and time and in any event within 10 Business Days of the first written request by the OCs or in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, whichever is the earlier. All payments to be made by the Company under this Clause shall be made gross, free of any right of counterclaim or set-off and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

7 STABILIZATION

7.1 **Stabilizing manager and stabilization actions:** The Company acknowledges that Shenwan Hongyuan Securities (H.K.) Limited (the “**Stabilizing Manager**”) or any person acting for it, to the exclusion of all others, is expected to act as stabilizing manager in connection with the Global Offering and may (but with

no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date, provided that the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all such other applicable Laws or regulatory requirements shall be complied with by the Stabilizing Manager at all times.

The Company further acknowledges and agrees that the Stabilizing Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilization actions. Any such agent shall have the rights and authorities conferred upon the Stabilizing Manager pursuant to this Clause 7.1. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Joint Sponsors) to this Agreement that it will not take or cause or authorize any person to take, and shall cause its affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company.

7.2 Stabilizing losses and profits: All liabilities, expenses and losses arising from stabilization activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the Sponsor-OCs in equal portions, and may be deducted from the commissions payable to the Sponsor-OCs. All profits or gains arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the Sponsor-OCs in equal portions.

7.3 No stabilization by the Company or the Warrantors: Each of the Company and the Warrantors undertakes to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons (other than the Stabilizing Manager) not to:

7.3.1 take or facilitate, directly or indirectly, any action which is designed to or which constitutes, 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;

7.3.2 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

- 7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise,

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 7.3.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Company and the Warrantors jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of SCHEDULE 3 hereto, and each of the Warrantors hereby severally (but not jointly or jointly and severally) represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of SCHEDULE 3 hereto, to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 Company and the Warrantors acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the 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.
- 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 given and/or repeated:
- 8.2.1 on the date of registration of the Hong Kong 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 Hong Kong Prospectus Date and the date(s) of the supplemental Hong Kong 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 Applicable Time (as defined in the International Underwriting Agreement);
 - 8.2.6 immediately prior to payment by the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 immediately prior to 8:00 a.m. on the Listing Date;
- 8.2.8 immediately prior to commencement of dealings in the Offer Shares on the SEHK;
- 8.2.9 the date on which the Over-allotment Option is exercised and settled (if applicable),

in each case with reference to the facts and circumstances then subsisting, provided that all Warranties shall remain true and accurate and not misleading as at each of the dates or times specified above without taking into consideration any amendment or supplement to the Pricing Disclosure Package subsequent to the Applicable Time (as defined in the International Underwriting Agreement) and/or any amendment or supplement to the Offering Circular subsequent to the date of the Offering Circular, or any approval by the Joint Sponsors and/or the OCs, 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 Company and the Warrantors hereby jointly and severally undertakes to forthwith notify the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its 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 and times specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, misleading or breached in any respect.
- 8.4 **Undertakings not to breach Warranties:** Each of the Company and the Warrantor hereby jointly and severally undertakes to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters not to, and shall procure that each of its respective affiliates, the Company and any other member of the Group shall not, do or omit to do anything or permit to occur any event which would or might render or cause (i) any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or (ii) any event which could adversely affect the Global Offering. Without prejudice to the foregoing, each of the Company and the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior written approval of the Joint Sponsors and the OCs.
- 8.5 **Remedial action and announcements:** The Company and the Warrantors shall notify the Joint Sponsors and the OCs promptly 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 the provisions of 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 requires or could

require the making of any change to any of the Offering Documents so that any such Offering Documents would not include any untrue statement or omit to state any fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when any such Offering Documents were delivered, not misleading, or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise. In each of the cases described in sub-clauses (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the CMIs, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters), including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Joint Sponsors and the OCs may require, obtaining written approvals from the Joint Sponsors and the OCs prior to such announcement, issue, publication or distribution and supplying the Joint Sponsors and the OCs 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 OCs for the Company to take any such remedial action shall not constitute a waiver of, or in any way affect, any rights of the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact.

- 8.6 **Company's or Warrantors' knowledge:** A reference in this Clause 8 or in SCHEDULE 3 to the Company's or 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. Notwithstanding that any of the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 the Company and the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, 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 OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, 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 OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the OCs, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs and the Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 **Consideration:** The Company and the Warrantors have 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 OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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.

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

9.1 **Lock-up on the Company:** Except for the offer and sale of the Offer Shares pursuant to the Global Offering (including pursuant to the exercise of the Over-allotment Option), during the period commencing on the date of this Agreement and ending on, and including, the date that is six months from the Listing Date (the “**First Six-Month Period**”), the Company hereby undertakes to each of the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and the Joint Sponsors not to, and to procure each other member of the Group not to, without the prior written consent of the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules (and only after the consent of any relevant PRC Authority (if so required) has been obtained):

9.1.1 offer, 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 any

Shares or any other securities of the Company or any shares or other securities of such other member of the Group, as applicable, 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 Shares or other equity securities of the Company or any shares or other securities of such other member of the Group, as applicable), or deposit any Shares or other securities of the Company or any shares or other securities of such other member of the Group, as applicable, with a depositary in connection with the issue of depositary receipts; or

- 9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of subscription or ownership (legal or beneficial) of any Shares or any other securities of the Company or any shares or other securities of such other member of the Group, as applicable, 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 Shares or other equity securities of the Company or any shares or other securities of such other member of the Group, as applicable); or
- 9.1.3 enter into or effect any transaction with the same economic effect as any transaction specified in Clause 9.1.1 or 9.1.2 above; or
- 9.1.4 offer to, contract to, agree to or announce, or publicly disclose any intention to effect any transaction specified in Clause 9.1.1, 9.1.2 or 9.1.3 above,

in each case, whether any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above is to be settled by delivery of Shares or other securities of the Company or any shares or other securities of such other member of the Group, as applicable, or in cash or otherwise (whether or not the issue of such Shares or such other securities of the Company or any shares or other securities of such other member of the Group, as applicable will be completed within the First Six-Month Period). In the event that, during the period of six months commencing on the date on which the First Six-Month Period expires (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above or offers to or agrees or contracts to or announces, or publicly discloses, any intention to enter into or effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company. Each of the Warrantors undertakes to each of the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Manager, the Joint Bookrunners, the CMI, the Hong Kong Underwriters and the Joint Sponsors to procure the Company to comply with the undertakings in this Clause 9.1.

- 9.2 **Maintenance of public float:** Each of the Company and the Warrantors agrees and undertakes that it will not, and the Warrantors further undertake to procure that the Company will not, effect any purchase of Shares, or agree to do so, which may reduce the holdings of Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK on or before

the date falling twelve months after the Listing Date without first having obtained the prior written consent of the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters).

- 9.3 **Lock-up on the Warrantors:** Each of the Warrantors hereby undertakes to each of the Company, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters and the Joint Sponsors that, except as pursuant to the Global Offering (including pursuant to the exercise of the Over-allotment Option), without the prior written consent of the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules (and only after the consent of any relevant PRC Authority (if so required) has been obtained):

9.3.1 he/it will not and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for him or it and the companies controlled by him or it will not, at any time during the period commencing on the date of this Agreement and ending on, and including, the date that is twelve months from the Listing Date (the “**Twelve-Month Period**”), (i) offer, sell, offer to sell, contract or agree to sell, assign, 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 equity securities of the Company beneficially owned by him/it as of the date of the Hong Kong Prospectus 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 equity securities, as applicable or any interest in any of the foregoing) (the “**Locked-up Securities**”), or deposit any Locked-up Securities 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 Locked-up Securities, or (iii) enter into or effect any transaction with the same economic effect as any transaction specified in Clause 9.3.1(i) or (ii) above, or (iv) offer to, contract to, agree to or announce, or publicly disclose any intention to effect any transaction specified in Clause 9.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above is to be settled by delivery of Shares or other equity securities of the Company or in cash or otherwise (whether or not such transaction will be completed within the Twelve-Month Period);

9.3.2 until the expiry of the Twelve-Month Period, in the event that he/it or any of the relevant registered holder(s), any nominee or trustee holding on trust for him or it and the companies controlled by him or it enters into any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above or offers to or agrees to or announces any intention to effect any such transaction, it will take all reasonable steps to ensure that it

will not create a disorderly or false market in the securities of the Company.

The Company agrees and undertakes to each of the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and the Joint Sponsors that upon receiving such information in writing from the Warrantors, it shall, as soon as practicable, notify the SEHK and make a public disclosure in relation to such information in accordance with the Listing Rules.

- 9.4 **Full force:** The undertakings in this Clause 9 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.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it will, and the Warrantors shall procure the Company to:

- 10.1 **Global Offering:** comply with (and the Company hereby confirms that it has duly complied 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 Listing Rules and the CSRC Rules and all requirements of the SEHK or the SFC or the CSRC or any relevant Authority in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 doing all such things (including, without limitation, providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;
 - 10.1.2 making all necessary Approvals and Filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the SEHK, the CSRC, the SFC and any other Authority;
 - 10.1.3 making available on display on the websites of the Stock Exchange and the Company the documents referred to in the section of the Hong Kong Prospectus headed “Documents Delivered to the Registrar of Companies and Available on Display” for the period and at the address stated therein;
 - 10.1.4 procuring that each of the HK Share Registrar, the HK eIPO White Form Service Provider, the Receiving Banks and the Nominees to comply in all respects with the terms of their respective appointments under the terms of the Hong Kong Share Registrar Agreement, any agreement between the Company and the HK eIPO White Form Service Provider, and the Receiving Bank Agreement, and to do all such acts and things as may be required to be done by it in connection with the Global Offering, the transactions contemplated herein and in particular, but without limitation, under the terms of the Hong Kong

Share Registrar Agreement, any agreement between the Company and the HK eIPO White Form Service Provider and the Receiving Bank Agreement;

- 10.1.5 procuring that none of the Directors and that the relevant Director to procure that none of their respective close associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation or waiver to that effect;
- 10.1.6 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue, publish, distribute or otherwise make available directly or indirectly to the public any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters);
- 10.1.7 furnishing to the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters), copies of the amendment or supplement to the Hong Kong Prospectus, if any, signed by an authorized officer of the Company and additional copies of the Hong Kong Prospectus in such quantities as the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters), may from time to time reasonably request;
- 10.1.8 procuring that none of the Company, any member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, 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 Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following the Price Determination Date;
- 10.1.9 procuring that no core connected person (as defined in the Listing Rules) of the Company and that the relevant core connected person to procure that none of their respective close associates will (i) itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation or waiver to that effect; (ii) directly or indirectly, induce, fund, back, finance, or make or enter into an agreement, undertaking, indemnity or any other arrangement with any of the investors in respect of the subscription for the Offer Shares, and if the Company shall become aware of any application or indication of interest for Hong

Kong Offer Shares by any above persons, it shall forthwith notify the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters);

- 10.1.10 refraining from directly or indirectly inducing, funding or financing any purchase of the Offer Shares by a person acting on behalf of the Company or on behalf of any affiliate of the Company;
- 10.1.11 from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the Hong Kong Prospectus Date, 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);
- 10.1.12 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds”. The Company will not directly or indirectly use any of the proceeds from the Global Offering to fund any operations in, to finance any investments, projects or activities in, to make any payments to, any country, or to make any payments to, or finance any activities with, any person, targeted by any of the economic sanctions promulgated by any executive order issued by the President of the United States or administered by the United States Treasury Department’s Office of Foreign Asset Control. In particular, the Company shall maintain and implement adequate internal controls and procedures to monitor and audit transactions that are reasonably designed to detect and prevent any use of the proceeds from the Global Offering that is inconsistent with any of the Company’s representations and obligations under this Clause 10.1.12;
- 10.1.13 complying with the rules, guidance or other regulatory requirements of the Stock Exchange, the SFC, the CSRC or any relevant Authority (including, without limitation, the Listing Rules, the Securities and Futures Ordinance and the CSRC Rules) to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the Hong Kong Prospectus and announce by way of press announcement any such information required by the Stock Exchange, the SFC, the CSRC or any relevant Authority to be published and disseminated to the public, provided that no such press announcement shall be issued by the Company without having been submitted to the Joint Sponsors and the OCs for their review not less than three Business Days prior to such issuance or such shorter period of time as is necessary for the Company to avoid violation of any Law or regulation applicable to it or to follow deadlines as requested by the Stock Exchange, the SFC, the CSRC or any other relevant Authority (whichever is earlier);
- 10.1.14 cooperating with and fully assisting, and procuring members of the Group, the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting

accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Joint Sponsors, the Sponsor-OCs, the Underwriters, the OCs and the CMIs, to facilitate its performance of its duties, as the case may be, as a sponsor, an underwriter, an OC, a Sponsor-OC and/or a CMI and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct and the Listing Rules; and

- 10.1.15 giving every assistance, and procuring the members of the Group, the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to give every assistance to each of the Joint Sponsors, the Sponsor-OCs, the Underwriters, the OCs and the CMIs, to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix 6 thereof) and the CSRC Rules;
- 10.2 **Information:** provide to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Warrantors or otherwise as may be required by the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong 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 SEHK or of the SFC or of the CSRC or of any other relevant Authority);
- 10.3 **Receiving Banks, Nominees, HK Share Registrar and HK eIPO White Form Service Provider:** procure that each of the Receiving Banks, the Nominees, the HK Share Registrar and the HK eIPO White Form Service Provider to do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;
- 10.4 **Restrictive covenants:** not, and procure that no other member of the Group will:
 - 10.4.1 at any time after the date of this Agreement up to the last to occur of the date 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;
 - 10.4.2 on or prior to the Listing Date, enter into any commitment or arrangement which in the sole and reasonable opinion of the Joint

Sponsors and the OCs has or will or may result in a Material Adverse Change or have an adverse effect on the Global Offering;

- 10.4.3 on or prior to the Listing Date, take any steps which, in the sole and reasonable opinion of the OCs and the Joint Sponsors, are or will or may be inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus;
 - 10.4.4 amend any of the terms of the appointments of the HK Share Registrar, the Receiving Banks, the Nominees and the HK eIPO White Form Service Provider without the prior written consent of the OCs and the Joint Sponsors;
 - 10.4.5 without the prior written approval of the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters), at any time during the First Six-Month Period purchase any of its outstanding share capital;
 - 10.4.6 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 Subsidiaries, including, without limitation, the Articles of Association; and
 - 10.4.7 without the prior written approval of the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus or offering circular), announcement, material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company, the Joint Sponsors and the OCs (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;
- 10.5 **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 Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK, the SFC and the CSRC, 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 Code on Takeovers) for the Company becoming unconditional;
- 10.6 **Legal and regulatory compliance:** comply with (and the Company hereby confirms that it has duly complied with) all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations, codes, requirements of the SEHK, the SFC, the CSRC and any other Authority) including, without limitation:

- 10.6.1 delivering to the SEHK as soon as practicable before the commencing of dealings in the Shares on the SEHK the declaration form FFD004M to be completed and submitted on FINI;
- 10.6.2 procuring that the audited accounts of the Company for the financial period ending December 31, 2024 will be prepared on a basis consistent in all respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
- 10.6.3 complying with the CSRC Filing Rules, the Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public any information required by the SEHK, the SFC, the CSRC and any other Authority to be announced and disseminated to the public;
- 10.6.4 providing to the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates (other than those required to be delivered by the Company to the Joint Sponsors and the OCs as part of the Conditions Precedent Documents) 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 OCs may require;
- 10.6.5 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 the Listing Rules and procuring that the Directors and any other persons subject to such code uphold, comply and act in accordance with the provisions of the same;
- 10.6.6 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;
- 10.6.7 complying with the provisions of Chapter 13 of the Listing Rules and the provisions of the Hong Kong Code on Takeovers;
- 10.6.8 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 OCs in accordance with paragraph 19 of Appendix 6 to the Listing Rules;
- 10.6.9 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to providing each syndicate member with a list of the Directors and existing shareholders of the Company, their respective close associates and any persons who is engaged by or will act as a nominee for any of the foregoing persons to subscribe for, or purchase, equity securities or interests in connection with the Global Offering, and keep the syndicate members informed of

any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;

- 10.6.10 assisting the Sponsor-OCs and the OCs to provide the required information under the Code of Conduct and the Listing Rules (including but not limited to the information under Rule 9.11(23a) and 9.11A and paragraph 19 of Appendix F1 to the Listing Rules, where applicable) to the Stock Exchange in accordance with Rule 3A.44 of the Listing Rules;
- 10.6.11 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;
- 10.6.12 keeping the Joint Sponsors and the OCs informed of any material change to the information previously given to the Stock Exchange, the CSRC and the SFC under paragraph 10.1.15 above, and to enable the Joint Sponsors and the OCs to provide (or procuring their provision) to the Stock Exchange, the CSRC and/or the SFC, in a timely manner, such information as the Stock Exchange, the CSRC or the SFC may require;
- 10.6.13 providing to or procuring for the OCs all necessary consents to the provision of the information referred to in paragraphs 10.1 and 10.6 of this Clause to them;
- 10.6.14 complying, cooperating and assisting with record-keeping obligations of the Company, the OCs and the CMI under the Code of Conduct, the CSRC Rules 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 OC;
- 10.6.15 complying with the CSRC Filing Rules, the Listing Rules, the SFO or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public in any material respect;
- 10.6.16 complying with the Stock Exchange's rules, guidance or other requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the profit and working capital forecast submitted to the Stock Exchange and announce by way of publishing an announcement on the Company's own website and on the Stock Exchange's website any information required by the Stock Exchange to be published and disseminated to the public, provided that the Company shall give the Joint Sponsors and the OCs not less than three Business Days' notice and give the Joint Sponsors and the OCs reasonable opportunity to review and comment on such announcement prior to such issuance;

- 10.6.17 following the Global Offering, ensure that the Company has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares;
- 10.6.18 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;
- 10.6.19 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notifying the CSRC or the relevant PRC Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.7 **Taxes:** be responsible for and indemnify each of the Indemnified Parties against any Tax, duty, levy, fee or other charge or expense (if any), including any interest or penalties with respect thereto, which may be payable in Hong Kong, the PRC or any other jurisdiction, whether pursuant to the requirement of any Law, rule or regulation or otherwise, including but not limited to, the Brokerage, the Trading Fee, the AFRC Transaction Levy, the Transaction Levy, stamp duties and any transfer tax payable, in connection with the creation, allotment and issue or the offer, sale and transfer (as the case may be) of the Hong Kong Offer Shares in the Global Offering, or the execution and delivery of, and the legal performance of any of the provisions under, this Agreement;
- 10.8 **Internal controls:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been, are being or will promptly 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 the 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 controls report;
- 10.9 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) if, at any time up to or on the date falling twelve months after the Listing Date, there is a significant change which affects or is capable of affecting

any information contained in the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:

- 10.9.1 inform the SEHK and the SFC of such change or matter if so required by the Joint Sponsors or the OCs;
- 10.9.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK, the SFC, the CSRC, any applicable Authority, the Joint Sponsors or the OCs and in a form approved by the Joint Sponsors and the OCs (provided that any such approval shall not constitute a waiver of any rights of the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs under this Agreement), deliver such documentation through the Joint Sponsors or the Sponsor-OCs to the SEHK for approval (unless otherwise directed by the SEHK) and publish such documentation in such manner as the SEHK, the SFC, the CSRC, any applicable Authority or the Joint Sponsors or the OCs may require;
- 10.9.3 at its expense, make all necessary announcements to the SEHK and the press to avoid a false market being created in the Offer Shares, and
- 10.9.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Joint Sponsors and the OCs,

and for the purposes of this Clause, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules; and

- 10.10 **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 events:** The Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) shall be entitled, in their sole and absolute discretion, by notice in writing to the Company to terminate this Agreement with immediate effect if prior to 8:00 a.m. on the Listing Date:

- 11.1.1 there shall develop, occur, exist or come into effect:
 - (a) any local, national, regional or international event or circumstance or series of events or circumstances in the nature of force majeure, including any acts of government, declaration of a

national or international emergency or war, calamity, crisis, epidemic, pandemic, outbreak, mutation, aggravation or escalations of disease (including but not limited to Severe Acute Respiratory Syndromes (SARS), swine or avian flu, H1N1, H5N1, H1N7, H7N9, Ebola virus, MERS and COVID-19 and such related/mutated forms), economic sanctions, strikes, labour disputes, lock-outs, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, riots, rebellion, severe transport disruption, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war or state of emergency is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed), paralysis in government operations, in or affecting Hong Kong, the PRC, the United States, the United Kingdom, any member of the European Union or any other jurisdiction relevant to any member of the Group or the Global Offering (collectively, the “**Relevant Jurisdictions**”); or

- (b) any change, or any development involving a prospective change, or any event or circumstance or series of events or circumstances resulting or likely to result in or representing any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market matters or conditions or equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets, or any member of the European Union announcing, voluntarily or compulsorily, its intention to leave the European Union or the Economic and Monetary Union of the European Union), or a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or Renminbi is linked to any foreign currency or currencies or revaluation of the Hong Kong dollar or Renminbi against any foreign currencies or a change in any other currency exchange rates, in or affecting any Relevant Jurisdictions; or
- (c) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the SEHK, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or
- (d) any general moratorium on commercial banking activities in or affecting the Relevant Jurisdictions (whether imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdiction; or

- (e) any new Law, or any change or any development involving a prospective change or any event or circumstance likely to result in a change or a development involving a prospective change in (or in the interpretation or application by any court or other competent Authority of) existing Laws, in each case, in or affecting any of the Relevant Jurisdictions; or
- (f) the imposition of economic sanctions, or the withdrawal of trading privileges, in whatever form, directly or indirectly, by, or for any of the Relevant Jurisdictions; or
- (g) any change or development involving a prospective change or amendment in or affecting Taxes or exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar or the Renminbi against any foreign currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions; or
- (h) any litigation, regulatory or disciplinary proceeding, legal action, dispute or claim of any third party being threatened or instigated against any member of the Group or any Director or any senior management member of the Group; or
- (i) an Authority or a political body or organization in any Relevant Jurisdiction announcing or commencing any investigation or other action, or announcing an intention to investigate or take other action, against any Director or any senior management member of the Group or any member of the Group; or
- (j) a contravention by any member of the Group or any Director or any senior management member of the Group of the Listing Rules or applicable Laws;
- (k) an order or petition for the winding up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group;
- (l) any change, development or event involving a prospective change in, or a materialisation of, any of the risks set out in the section headed “Risk Factors” in the Hong Kong Prospectus;
- (m) a demand by any creditor for repayment or payment of any indebtedness of any member of the Group in respect of which any member of the Group is liable prior to its stated maturity; or

- (n) any Director or any senior management member of the Group vacating his office,

which, individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) (1) has or will have or may have a material adverse effect 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 Group as a whole; or (2) has or will have 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 interest under the International Offering or dealings in the Offer Shares in the secondary market; or (3) makes or will make or may make it inadvisable or inexpedient or impracticable for the Global Offering to proceed or to market the Global Offering or to deliver the Offer Shares on the terms and in the manner contemplated by the Hong Kong Prospectus; or (4) has or will have or may have the effect of making any part of this Agreement (including underwriting) incapable or impracticable of performance in accordance with its terms or preventing or delaying 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 or the OCs:

- (a) that any statement contained in any of the Offering Documents, the formal notice, the Operative Documents and/or in 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) (collectively, the “**Offer Related Documents**”) was, when it was issued, or has become, untrue, incorrect, inaccurate, incomplete in any material respect or misleading or deceptive in any respect, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Offer Related Documents is not fair and honest and based on reasonable assumptions; or
- (b) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the Hong Kong Prospectus Date, constitute a misstatement or a material omission from any of the Offer Related Documents; or
- (c) any material breach of any of the obligations imposed upon any party to this Agreement or the International Underwriting Agreement (other than upon any of the Joint Sponsors, the Hong Kong Underwriters or the International Underwriters); or
- (d) that any certificate given by the Company or any of its respective officers under or in connection with this Agreement or the Global Offering is false or misleading in any respect;

- (e) any event, act or omission which gives or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to Clause 12; or
- (f) any Material Adverse Change, or any development involving a prospective material adverse change, in the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of any member of the Group; or
- (g) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the Warranties; or
- (h) a Director or a senior management member of the Group being charged with an indictable offense or prohibited by operation of Law or otherwise disqualified from taking part in the management or taking directorship of a company; or
- (i) a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Shares (including the Option Shares) pursuant to the terms of the Global Offering; or
- (j) non-compliance of the Hong Kong Prospectus, the CSRC Filings or any other documents used in connection with the contemplated offer and sale of the Offer Shares or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Laws; or
- (k) the issue or requirement to issue by the Company of any supplement or amendment to the Hong Kong Prospectus (or to any other documents issued or used in connection with the contemplated offer and sale of the Shares) pursuant to the Companies Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the CSRC Rules or the Listing Rules or any requirement or request of the SEHK, the CSRC and/or the SFC; or
- (l) that approval by the Listing Committee of the SEHK of the listing of, and permission to deal in, the Shares to be issued or sold (including any additional Shares to be issued pursuant to any exercise of the Over-allotment Option) under 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, qualified (other than by customary conditions) or withheld; or
- (m) the Company withdraws any of the Offer Related Documents or the Global Offering; or
- (n) any person (other than the Joint Sponsors) has withdrawn or is subject to withdrawing its consent to being named in the Hong

Kong Prospectus or to the issue of any of the Hong Kong Public Offering Documents; or

- (o) the investment commitment by any cornerstone investor after signing of agreement with such cornerstone investor having been withdrawn, terminated or cancelled or a material portion of the orders placed or confirmed in the bookbuilding process having been withdrawn, terminated or cancelled and such withdrawn, terminated or cancelled orders not having been fully covered by other orders or any replacement order having been subsequently withdrawn, terminated or cancelled.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to Clause 11.1 or Clause 2.4:

- 11.2.1 subject to Clause 11.2.2 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;
- 11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the OCs pursuant to Clause 4.10 and/or by applicants under the Hong Kong Public Offering. The Company shall procure that the HK Share Registrar and the Nominees despatch e-Auto Refund payment instructions / refund cheques (if applicable) to all applicants under the Hong Kong Public Offering through the HK eIPO White Form service in accordance with the Hong Kong Share Registrar Agreement and the Receiving Bank Agreement; and
- 11.2.3 the Company shall forthwith pay to the Joint Sponsors, the OCs and the relevant parties the costs, expenses, fees, charges and Taxation referred to in Clause 6.2 and the Joint Sponsors, the Settlement Agent and/or the OCs may, in accordance with the provisions of the Receiving Bank Agreement and/or this Agreement, instruct the Nominees to make such (or any part of such) payments.

12 INDEMNITY

- 12.1 **Indemnity:** Each of the Company and the Warrantors (collectively, “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and severally undertakes to each of the Indemnified Parties to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ or proceeding (including, without limitation, any investigation or inquiry by or before any Authority)) and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, “**Proceedings**” and individually, a “**Proceeding**”),

which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

- 12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, the PHIP, the OC Announcement and any notices, announcements, advertisements, communications or other documents relating to or in connection with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 12.1.2 any of the Related Public Information containing any untrue or alleged untrue statement of a fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the 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 assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise; or
- 12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information 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
- 12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information being or alleged to be incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading; or
- 12.1.5 the offer, allotment, issue, sale or delivery of the Offer Shares; or

- 12.1.6 any breach or alleged breach on the part of any of the Company or the Warrantors of any of the provisions of this Agreement, the Operative Documents, the Articles of Association or the International Underwriting Agreement; or
- 12.1.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.8 the execution and delivery of and the performance by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs and the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a sponsor-overall coordinator, overall coordinator, capital market intermediary or otherwise, as applicable; or
- 12.1.9 any act or omission of any member of the Group or the Warrantors in relation to the Global Offering; or
- 12.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 12.1.11 any failure or alleged failure by any member of the Group or the Directors or the Warrantors to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including 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
- 12.1.12 any breach or alleged breach by any member of the Group or the Warrantors of applicable Laws; or
- 12.1.13 any Proceeding in connection with the Global Offering by or before any Authority having commenced or been threatened or any settlement of any such Proceeding, or
- 12.1.14 any other matter arising in connection with the Global Offering,

For the avoidance of doubt, the non-application of the indemnity provided for in this Clause 12 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **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 12.1, it shall as soon as practicable give notice thereof to the Joint Sponsors and the OCs

(for themselves and on behalf of the Hong Kong Underwriters) in writing with reasonable details thereof.

- 12.3 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, any Indemnifying Party to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of 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 OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors and the OCs (on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and the OCs (on behalf of such Indemnified Parties) shall have the right to appoint its own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.
- 12.5 **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 current, 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 judgement, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Law) 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,

any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Party with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any 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 such Indemnifying Party, and agrees 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 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 herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

- 12.6 **Arrangements with advisers:** If an 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:

12.6.1 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;

12.6.2 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

12.6.3 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.

- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses 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 Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.

- 12.8 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within ten Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.

- 12.9 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this Clause 12 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 any Law. If an Indemnifying Party makes a deduction or a withholding under this Clause 12, the sum due from such 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.

- 12.10 **Taxation:** If a payment under this Clause 12 will be or has been subject to Taxation, the Indemnifying Party 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.
- 12.11 **Full force:** The foregoing provisions of this Clause 12 will continue 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.
- 12.12 **Rights of Indemnified Parties:** Each of the Indemnified Parties that is not a party to this Agreement shall have the right under the Contracts (Rights of Third Parties) Ordinance (which shall apply to this Agreement only to the extent provided in this Clause 12) to enforce his or its rights under this Clause 12. For the avoidance of doubt, the relevant Indemnified Parties are not required to obtain consent, written or otherwise, of the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters before such person may bring proceedings to enforce the terms of this Clause 12. Save as provided in this Clause 12, Indemnified Parties that are not parties to this Agreement will not be entitled directly to enforce their rights under this Agreement, under the Contracts (Rights of Third Parties) Ordinance or otherwise. The provisions of the indemnities under this Clause 12 are not affected by any other terms set out in this Agreement and do not restrict the rights of the Indemnified Parties to claim damages on any other basis.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or dispatched by the Company or the Warrantors (or by any of their respective directors, officers, employees or agents) during the period of twelve months from the date of this Agreement without the prior written approval of the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters), except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the SFC, the CSRC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after consultation with the Joint Sponsors and the OCs and that the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) having had a reasonable opportunity to review and comment on the final draft and their comments (if any) having been fully considered by the issuers thereof.

- 13.2 **Discussion with the Joint Sponsors and the OCs:** The Company undertakes to the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) that it will conduct prior discussion with the Joint Sponsors and the OCs 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 Hong Kong Prospectus which may conflict with any statement in the Hong Kong Prospectus, and no such announcement may be made within a period of twelve months from the Listing Date, without the prior written approval of the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters).
- 13.3 **Full force:** Subject to Clause 13.1, for the avoidance of doubt, 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, for so long as any of the Joint Sponsors or the OCs still remain as sponsor or overall coordinator to the Company, 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 its subsidiaries, head offices and branches, associates and affiliates, its and their respective directors, 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 the other parties to this Agreement.
- 14.2 **Exceptions:** Any party hereto may disclose, or permit its subsidiaries, head offices and branches, associates and affiliates, its and their respective directors, 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 and the SFC, whether or not the requirement for disclosure 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;
 - 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 Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead

Managers, the CMIs or Hong Kong Underwriters or any of their respective affiliates for the purpose of the Global Offering;

14.2.7 required by any Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters or any of their respective affiliates to seek to establish any defense 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 their own regulatory obligations; or

14.2.8 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters));

provided that, in the case of Clauses 14.2.3 and 14.2.7, 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.

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 or Chinese 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 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; and

15.2.5 if sent by email, when despatched provided that no report of returned email or failure of delivery is received by the sender within 24 hours after the despatch of such email.

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, facsimile number and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to **Company**, to:

Floors 1-4, Building Q, No.66 Boxia Road, Pudong New District, Shanghai,
PRC

Email address : project.miku@qiniu.com

Attention : Mr. Xu

If to **Shenwan Hongyuan Capital (H.K.) Limited**, to:

Level 6, Three Pacific Place

1 Queen's Road East

Hong Kong

Fax : (852) 2248 2168

Email address : SWHY-Project-Miku@swwhyhk.com

Attention : QIN Xuan

If to **BOCOM International (Asia) Limited**, to:

9th Floor, Man Yee Building

68 Des Voeux Road Central, Hong Kong

Fax : (852) 3798 0130

Email address : project.miku@bocomgroup.com

Attention : John Huang

If to **Shenwan Hongyuan Securities (H.K.) Limited** to:

Level 6, Three Pacific Place

1 Queen's Road East

Hong Kong

Fax : (852) 2248 2168

Email address : SWHY-ECM-MIKU@swwhyhk.com

Attention : ECM

If to **BOCOM International Securities Limited**, to:

15th Floor, Man Yee Building

68 Des Voeux Road Central, Hong Kong

Fax : (852) 3426 9663

Email address : ecm_grp@bocomgroup.com

Attention : Equity Capital Markets

If to **Huatai Financial Holdings (Hong Kong) Limited**, to:

62/F, The Center

99 Queen's Road Central, Hong Kong

Fax : (852) 3544 3884

Email address : projectmiku@htsc.com

Attention : ECM

If to the Warrantors, to the address, facsimile number and email address of such Warrantor, and for the attention of the person, specified under the name of such Warrantor in SCHEDULE 2.

If to any of the Hong Kong Underwriters, to the address, facsimile number and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in SCHEDULE 2.

- 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 or email address 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; WAIVER OF IMMUNITY

- 16.1 **Governing law:** This Agreement is governed by and shall be construed in accordance with the Laws of Hong Kong.

- 16.2 **Arbitration:** Each party to this Agreement agrees, on behalf of itself and as agent for its respective affiliates, that any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter, existence, negotiation, validity, invalidity, interpretation, termination or enforceability (including non-contractual disputes or claims, and disputes or claims against each party's affiliates) shall be referred to arbitration and finally settled under the Hong Kong International Arbitration Centre 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 law of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause 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. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause. Notwithstanding the above, each of the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and the Joint Sponsors 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 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 or the Warrantors in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

Once a dispute is referred to arbitration or court proceedings are commenced, the other party or parties to the arbitration or court proceedings shall irrevocably submit to, respectively, the arbitration or the jurisdiction of the court in which such proceedings have been commenced.

- 16.3 **Submission to jurisdiction:** Subject to Clause 16.2, the taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the Law of that jurisdiction.
- 16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection 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 are permitted to be brought under the provisions of Clause 16 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 16.5 **Service of documents:** Each of the parties hereto 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 14.
- 16.6 **Process agent:** Dream Galaxy Holdings Limited (“**Dream Galaxy**”) irrevocably appoints Mr. Xu, as its authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon Dream Galaxy at the above address 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 such appointer. If for any reason Mr. Xu shall cease to be agent for the service of process for Dream Galaxy, Dream Galaxy shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and the OCs and deliver to each of the other parties hereto a copy of the new agent’s acceptance of that appointment within 14 days, failing which the Joint Sponsors and the OCs shall be entitled to appoint such new agent for and on behalf of Dream Galaxy, and such appointment shall be effective upon the giving notice of such appointment to Dream Galaxy. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.

Where proceedings are taken against the Company or the Warrantors in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Warrantors shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Joint Sponsors and the OCs 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, failing which the Joint Sponsors and the OCs shall be entitled to appoint such agent for and on behalf of the Company or the Warrantors, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Warrantors.

- 16.7 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Company or the Warrantors has/have or can claim for himself or itself or his 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), each of the Company and the Warrantors hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

17 GENERAL PROVISIONS

- 17.1 **Time:** Save as otherwise expressly provided herein, 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 OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters may assign, in whole or in part, the benefits of and interests and rights in or arising under this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to such Joint Sponsor, Sponsor-OC, OC, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release, or compromise 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. Without prejudice to the generality of the foregoing, each of the Company and the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents 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 OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution 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 OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the

Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Joint Sponsors 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 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, in the case of the Joint Sponsors, together with the Joint Sponsors' engagement letters, in the case of the OCs, together with the OCs' engagement letters, in the case of the CMIs, together with the CMIs' engagement letters, constitutes the entire agreement between the Company, the Warrantors, the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the OCs, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the engagement letters mentioned above in this Clause) 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 at any time prior to the execution of this Agreement. If any terms herein this Agreement are inconsistent with that of the Joint Sponsors' engagement letters, the OCs' engagement letters and the CMIs' 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.
- 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 each counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of its 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 Company and 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 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 Company and 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 **Taxation:** All payments to be made by the Company or the Warrantors (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 Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Warrantors (as the case may be) will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Joint Sponsors, the Sponsor-OCs, the OCs, the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable. If any Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor is required by any PRC Authority to pay any Taxes imposed by the PRC or any political subdivision or taxing authority thereof or therein (“**PRC Taxes**”) as a result of this Agreement, the Company or the Warrantors (as the case may be) will pay an additional amount to such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor so that the full amount of such payments as agreed in this Agreement to be paid to such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor is equal to the net amount received by such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor and will further, if requested by such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor, give such assistance as such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor may request to assist such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor in discharging its obligations in respect of such PRC Taxes, including by making filings and submissions on such basis and such terms as such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor may request, promptly making available to such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor notices received from any PRC Authority and, subject to the receipt of funds from such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Joint Sponsor, by making payment of such funds on behalf of such Sponsor-OC, OC, Hong Kong Underwriter, Joint Global Coordinator, Joint Bookrunner, Joint

Lead Manager, CMI or Joint Sponsor to the relevant PRC Authority in settlement of such PRC Taxes.

17.12 **Authority to the Settlement Agent or OCs:** Unless otherwise provided herein, each CMI and Hong Kong Underwriter (other than the OCs) hereby authorizes the Settlement Agent or the OCs (as the case may be) to act on behalf of all the CMIs and the Hong Kong Underwriters in its or their sole and absolute discretion in the exercise of all rights and discretions granted to the CMIs and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Settlement Agent or the OCs (as the case may be) in relation thereto to take all actions it or they may consider desirable and necessary to give effect to the transactions contemplated herein.

17.13 **No right of contribution:** Each of the Warrantors hereby irrevocably and unconditionally:

17.13.1 waives any right of contribution or recovery or any claim, demand or action he or it 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 him or it, or any loss or damage or liability suffered or incurred by him or it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of him or it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

17.13.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to him or it 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

17.13.3 undertakes (in the event of any claim being made by any of the Joint Sponsors, the Hong Kong Underwriters and other Indemnified Parties against it under this Agreement) not to make any claim against any director, officer or employee of the Company or of any other member of the Group on whom he or it may have relied on 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.

17.14 **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.

17.15 **Third Party Rights:**

17.15.1 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce or to enjoy the benefit of any term of this Agreement.

- 17.15.2 Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.
- 17.15.3 Any director, officer, employee, affiliate or agent of the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters may, by virtue of the Contracts (Rights of Third Parties) Ordinance, rely on any provision of this Agreement (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

The Company

SIGNED by

Xu Shiwei

for and on behalf of

Qiniu Limited

七牛智能科技有限公司

in the presence of:

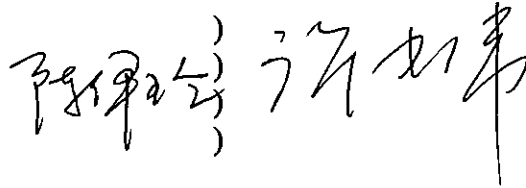
陈伊玲) 许世伟
)
)
)
)

SIGNED by
Xu Shiwei
許式偉
in the presence of:

陈军令) 订书

The Warrantor


SIGNED by
for and on behalf of
Dream Galaxy Holdings Limited
in the presence of:

A handwritten signature in Chinese characters, likely representing the warrantor, written in black ink.

The Joint Sponsor

SIGNED by Qin Xuan, Vincent
for and on behalf of
Shenwan Hongyuan Capital (H.K.) Limited

)
)
)

A handwritten signature in black ink, appearing to be 'Qin Xuan' in Chinese characters, written in a cursive style. The signature is enclosed within a large, hand-drawn circular or oval shape.

SIGNED by Yu Lili
for and on behalf of
Shenwan Hongyuan Capital (H.K.) Limited

)
) Yu Lili
)

The Joint Sponsor

SIGNED by John Huang
for and on behalf of
BOCOM International (Asia) Limited

)
)
)

A handwritten signature in black ink, appearing to be 'John Huang', written in a cursive style.

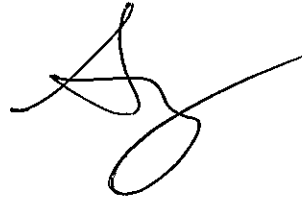
SIGNED by Gavin Wong
for and on behalf of
BOCOM International (Asia) Limited

)
)
)

A handwritten signature in black ink, appearing to be 'Gavin Wong', written in a cursive style.

**The Sponsor-OC, OC, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager,
CMI and Hong Kong Underwriter**

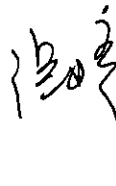
SIGNED by Li Sung Tat)
for and on behalf of)
Shenwan Hongyuan Securities (H.K.) Limited)

A handwritten signature in black ink, consisting of a stylized 'L' followed by a series of loops and a long horizontal stroke extending to the right.

**The Sponsor-OC, OC, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager,
CMI and Hong Kong Underwriter**

SIGNED by Ting Wen
for and on behalf of
BOCOM International Securities Limited

)
)
)

A handwritten signature in black ink, appearing to be 'Ting Wen', written over the closing parenthesis of the signature line.

The OC, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Hong Kong Underwriter

SIGNED by Li Sung Tat)
for and on behalf of)
Shenwan Hongyuan Securities (H.K.) Limited)
as attorney for and on behalf of)
Huatai Financial Holdings (Hong Kong) Limited)

A handwritten signature in black ink, consisting of a stylized 'L' followed by a series of loops and a long horizontal stroke extending to the right.

The OC, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Hong Kong Underwriter

SIGNED by Ting Wen)
for and on behalf of)
BOCOM International Securities Limited)
as attorney for and on behalf of)
Huatai Financial Holdings (Hong Kong) Limited)

A handwritten signature in black ink, appearing to be 'Ting Wen', written in a cursive style.

Other Joint Bookrunners, Joint Lead Managers, CMIs and Hong Kong Underwriters

SIGNED by Li Sung Tat)
for and on behalf of)
Shenwan Hongyuan Securities (H.K.) Limited)
as attorney for and on behalf of each of the other)
JOINT BOOKRUNNERS, JOINT LEAD)
MANAGERS, CMIs AND HONG KONG)
UNDERWRITERS)

A handwritten signature in black ink, consisting of a stylized 'L' followed by a series of loops and a long horizontal stroke extending to the right.

Other Joint Bookrunners, Joint Lead Managers, CMIs and Hong Kong Underwriters

SIGNED by Ting Wen)
for and on behalf of)
BOCOM International Securities Limited)
as attorney for and on behalf of each of the other)
JOINT BOOKRUNNERS, JOINT LEAD)
MANAGERS, CMIs AND HONG KONG)
UNDERWRITERS)

A handwritten signature in black ink, appearing to be 'Ting Wen', written vertically.

SCHEDULE 1
THE WARRANTORS

<u>Name</u>	<u>Address</u>	<u>Email Address</u>
Mr. Xu Shiwei 许式伟	Unit 23, 18/F V Heun Building, No. 138 Queen's Road central, Hong Kong	xushiwei@qiniu.com
Dream Galaxy Holdings Limited	Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG 1110, British Virgin Islands.	xushiwei@qiniu.com

SCHEDULE 2
THE HONG KONG UNDERWRITERS

<u>Hong Kong Underwriters</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>
Shenwan Hongyuan Securities (H.K.) Limited Level 6, Three Pacific Place, 1 Queen's Road East, Hong Kong Fax: (852) 2248 2168 Email address: SWHY-ECM-MIKU@swwhyhk.com Attention: ECM	See below
BOCOM International Securities Limited 15th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong Fax : (852) 3426 9663 Email address : ecm_grp@bocomgroup.com Attention : Equity Capital Markets	See below
Huatai Financial Holdings (Hong Kong) Limited 62/F, The Center, 99 Queen's Road Central, Hong Kong Fax: 852 3544 3884 Email address: projectmiku@htsc.com Attention: ECM	See below
GF Securities (Hong Kong) Brokerage Limited 27/F, GF Tower, 81 Lockhart Road, Wan Chai, Hong Kong Fax: 852 2907 6178 Email address: ecm@gfgroup.com.hk Attention: GF ECM	See below
CMB International Capital Limited 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong Fax: 852 3900 0865 Email address: ECMs@cmbi.com.hk Attention: CMBIECM / Shawn Zhou (Corporate Finance Department) / Henry Li (Equity Capital Markets)	See below
ABCI Securities Company Limited	See below

10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong Fax: 852 2861 0061 Email address: abcic.ecm@abci.com.hk Attention: ABCI ECM	
Zheshang International Financial Holdings Co., Limited 1703-1706, 17/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong Fax: 852 2180 6598 Email address: ecm@cnzsqh.hk Attention: ECM	See below
China Merchants Securities (HK) Co., Limited 48/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong Fax: 852 2537 7983 Email address: projectmiku.ecm@cmschina.com.hk Attention: Project Miku ECM	See below
CMBC Securities Company Limited 45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong Fax: 852 3753 3668 Email address: ecm@cmbccap.com Attention: Kevin Guang/ Ruby Tian (ECM Department)	See below
SDICS International Securities (Hong Kong) Limited 39/F, One Exchange Square, Central, Hong Kong Fax: 852 2213 1010 Email address: projectmiku@eif.com.hk Attention: Alice Cheung / Kinis Zhan (Department: ECM)	See below
Futu Securities International (Hong Kong) Limited 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong Fax: 852 2523 6588 Email address: project.miku@futuhk.com Attention: Tse Chi Kin, Daniel	See below
Livermore Holdings Limited Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong	See below

Fax: 852 2321 9997 Email address: project@livermore.com.hk Attention: ECM Department	
Tiger Brokers (HK) Global Limited 1/F, No. 308 Des Voeux Road Central, Sheung Wan, Hong Kong Fax: 852 3010 8782 Attention: Mr. John Chan	See below
Total	15,975,000

$$A = B/C \times 15,975,000 \text{ Shares}$$

where:

“A” is the Underwriting Commitment of the relevant Hong Kong Underwriter, provided that any fraction of a Share shall be rounded down to the nearest whole number of a Share;

“B” is the aggregate number of International Offer Shares and shares attributable to the Over-allotment Option which the relevant International 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 and shares attributable to the Over-allotment Option which all of the International Underwriters or any of its affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 3

THE WARRANTIES

Part A: Representations and warranties of the Company and the Warrantors

Each of the Company and the Warrantors, jointly and severally, represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them as follows:

- (i) each of the Offering Documents and the CSRC Filings does not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (ii) all expressions of opinion, expectation or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, use of proceeds, planned capital expenditure, industry trends, regulatory compliance, performance and operational commitment for compliance with the qualification requirements in respect of a good track record and experience in operating business overseas, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts and litigation) in each of the Offering Documents and the CSRC Filings (A) have been made after due, careful and proper consideration, (B) are and will be made based on grounds and assumptions referred to in each of the Offering Documents or otherwise based on reasonable grounds and assumptions, (C) are and will be truly and honestly held by the Company, the Warrantors and the Directors and are and will be fairly based, and (D) there are and will be no other facts known or which could, upon due, careful and proper inquiry, have been known to the Company, the Warrantors and the Directors the omission of which would make any such statement or expression misleading in any respect;
- (iii) each of the Offering Documents and the CSRC Filings contains and will contain (A) all information and particulars required to comply with the Companies Ordinance and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (as well as the Listing Rules, the CSRC Rules and all other rules and regulations of the SEHK) and all applicable Laws, so far as applicable to any of the foregoing, the Global Offering or the Listing (unless any such requirement has been waived or exempted by the relevant Authority), and (B) all such information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the Shares;
- (iv) all public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcement) and all filings and submissions provided by or on behalf of the Company, the Subsidiaries, the Warrantors, and any of their respective

directors, supervisors, officers, employees, affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act, “**Affiliates**”) or agents, to the SEHK, the CSRC, the SFC and/or any applicable authority have complied and will comply with all Laws to the extent applicable, and all statements of fact contained therein are and will be true, accurate and complete in all material respects and not misleading;

- (v) each of the Application Proof and the PHIP, as of its respective publication date, is in compliance with and has included appropriate warning and disclaimer statements for publication as required in Chapter 6.4 of the Guide for New Listing Applicants (as amended and updated from time to time);
- (vi) none of the Company and the Subsidiaries has sustained since the date of the latest audited consolidated financial statements included in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP (the “**Latest Audited Balance Sheet Date**”) any loss or interference with its business from fire, explosion, flood, windstorm, epidemic, pandemic, or outbreak of infectious disease, earthquake or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, other than as set forth or contemplated in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP; and since the Latest Audited Balance Sheet Date, there has not been, except as otherwise disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, (A) any decrease in consolidated total income, profit before tax or profit of the Company for the respective periods from each such date 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 periods in the preceding year, or any change in the share capital, consolidated total assets or total liabilities, decrease in shareholders’ equity, or increase in short-term debt or long-term debt of the Company compared with amounts shown in the Company’s latest audited consolidated balance sheet included in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP or (B) any Material Adverse Change;
- (vii) since the Latest Audited Balance Sheet Date, none of the Company and the Subsidiaries has (A) entered into or assumed any contract, transaction or commitment, (B) incurred, assumed or acquired any liability (including contingent liability) or other obligation, (C) incurred any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Company and the Subsidiaries and Tax liens with respect to Taxes not yet due and statutory rights of customers in inventory and other assets, (D) acquired or disposed of or agreed to acquire or dispose of any business or asset, (E) had any lapse of any Intellectual Property (as defined below) of the Company or any Subsidiary, any license thereof, or any Intellectual Property application by the Company or any Subsidiary that, in each case of clauses (A) through (E) above, is material to the Company and the Subsidiaries, taken as a whole, or (F) entered into a letter of intent or memorandum of understanding (or announced

an intention to do so) relating to any matters identified in clauses (A) through (E) above;

- (viii) since the Latest Audited Balance Sheet Date, none of the Company and the Subsidiaries has (A) purchased or reduced any of its share capital (or, as the case may be, its registered capital), or (save for the dividend that the Company may declare prior to the Listing) declared, paid or otherwise made any dividend or distribution of any kind on its share capital (or, as the case may be, its registered capital), except as otherwise described in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP; (B) acquired, sold, transferred or otherwise disposed of any material assets of whatsoever nature; or (C) cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business;
- (ix) since the Latest Audited Balance Sheet Date, each of the Company, and the Subsidiaries (A) has carried on and will carry on business in the ordinary and usual course of business so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature, (B) has continued to pay its creditors in the ordinary course of business and on arms-length terms, and (C) has not encountered any failure by its customers to settle amounts owed and due to it on a timely basis in any material respect; and since the Latest Audited Balance Sheet Date, there has not been any material adverse change or any development involving a prospective material adverse change in the relations of the business of each of the Company and the Subsidiaries (as described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus) with its suppliers and customers;
- (x) each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing (if applicable) under the Laws of the Cayman Islands, the PRC, or other jurisdiction of organization, as the case may be, with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus, and has been duly qualified to transact business and is in good standing (where applicable) under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification; the articles of association, the business license and other constituent documents of each of the Company and the Subsidiaries comply with the requirements of the Laws of the Cayman Islands, the PRC or other jurisdiction of organization, as the case may be, and are in full force and effect; each of the Company and the Subsidiaries that is a PRC entity has timely received all requisite certifications from each applicable PRC Authority; and 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 of the Company comply with the Laws of the Cayman Islands and the Listing Rules;

- (xi) none of the Company and the Subsidiaries has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started or threatened (A) to wind up, make bankrupt, dissolve, deregister, make dormant, or eliminate the Company or any Subsidiary, or (B) to withdraw, revoke or cancel any Approvals and Filings required in order to conduct business or operation of the Company or any Subsidiary, except in each case as described in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP;
- (xii) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP: (A) each of the Company and the Subsidiaries has valid title to all real properties, land and building 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 and defects; (B) each real property, building and unit and personal property and asset held under lease by the Company or any Subsidiary is held by it under a legal and enforceable agreement; (C) each material lease to which the Company or any Subsidiary is a party has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (D) no default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; (E) each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects; neither the Company nor any Subsidiary is subject to 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 it under such lease, tenancy or license or (ii) which may affect its rights to the continued possession or use of such leased or licensed property or other asset; the right of each of the Company and the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; 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 leased or licensed property or other asset by it; the use of all properties owned or leased by the Company and the Subsidiaries is in accordance with its permitted use under all applicable Laws; (F) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other real property, building or personal property or asset of any kind except as reflected in the audited consolidated financial statements of the Company as of March 31, 2024 included in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, and no other real properties, building or personal property or asset are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP; neither the Company nor any Subsidiary has any existing or contingent liabilities in respect of any real properties or personal properties or assets previously occupied or held by it or

in which it has owned or held any interests;

- (xiii) the descriptions of, or disclosure relating to the non-compliance incidents as described in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, as well as the descriptions of, or disclosure relating to, the measures taken and to be taken by the Company in respect of such non-compliance incidents in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP are true, complete and accurate in all material respects and not misleading in any respects;
- (xiv) the Company has or will have authorised/registered (as the case may be) and issued share capital as set forth under the caption “Share Capital” in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, and all of the issued shares of the Company (A) have been duly authorized, registered and validly issued, (B) are fully paid and non-assessable, (C) were not issued in violation of any pre-emptive or similar rights, (D) conform to the description thereof contained in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, (E) have been issued in compliance with all applicable Laws and (F) are owned by existing shareholders identified and in amounts specified; no holder of outstanding shares of the Company is and, at each of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date, will be entitled to any pre-emptive or other similar rights to acquire the Offer Shares or any other securities of the Company, have been issued in compliance with all applicable laws and are not subject to any Encumbrance or adverse claim; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company except pursuant to this Agreement, the International Underwriting Agreement;
- (xv) the Company has no Subsidiaries, jointly controlled companies and associates companies other than those set forth in the accountants’ report from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus (the “**Accountants’ Report**”); each Subsidiary is a legal person with limited liability, and the liability of the Company in respect of equity interests directly or indirectly held by it in such Subsidiary is limited to its investment therein; all the issued shares of capital stock of or ownership interests in each Subsidiary have been duly authorized, registered and validly issued, and are, except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, owned by the Company either directly, or indirectly through Subsidiaries, free and clear of all Encumbrances; other than the share capital or other equity interests of or in the other members of the Group, except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, 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; the registered capital of each of the members of the Group that is a PRC entity has been

validly registered and 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; none of the issued shares of capital stock of or ownership interests in any Subsidiary was issued, or subscribed to, in violation of the pre-emptive or similar rights of any shareholder of such Subsidiary; and there are no outstanding rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock of, or direct interest in the Company or any Subsidiary;

- (xvi) in respect of the corporate developments and shareholding changes (including the pre-IPO investments as identified in the Hong Kong Prospectus) as set forth in the sections of each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP headed “History, Development and Corporate Structure” and “Contractual Arrangements” (the “**Corporate Changes**”):
- (A) the descriptions of the events, transactions, agreements and documents relating to the Corporate Changes are complete, true and accurate in all material respects and not misleading in any respect and nothing has been omitted from such description which would make the same misleading in any respect;
 - (B) each of the documents relating to the Corporate Changes has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms;
 - (C) the Corporate Changes and the execution, delivery and performance of the documents or agreements relating to the Corporate Changes 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 render the Company liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts based upon which the Accountants’ Report or otherwise described in the Hong Kong Prospectus, the PHIP and the Offering Circular, or result in the creation or imposition of an Encumbrance or other restriction on any property or assets of the Company or any other member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business licence of the Company or any of the other members of the Group, or (B) any indenture, mortgage, charge, deed of trust, loan or credit agreement, trust financing agreement or arrangement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Company or any of the other members of the Group is a party or by which the Company or

any of the other members of the Group is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any of the other members of the Group or any of their respective properties or assets, including the Listing Rules;

- (D) 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 or advisable in connection with the Corporate Changes and the execution, delivery and performance of the documents relating to the Corporate Changes have been duly or timely or unconditionally obtained or made; all such Approvals and Filings are valid and in full force and effect and not in violation with any applicable Law; and none of such Approvals and Filings has been withdrawn or is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in all of the Hong Kong Prospectus, the Preliminary 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 or person is considering revoking, suspending or modifying, any such Approvals and Filings, except where such violation, default, revocation, suspension or modification would not, individually or in the aggregate, result in a Material Adverse Change;
- (E) transactions contemplated by the Corporate Changes have been effected prior to the date hereof in compliance with all applicable Laws in the Cayman Islands, the PRC and any other relevant jurisdictions and the Listing Rules and in accordance with the documents relating to the Corporate Changes; other than the documents relating to the Corporate Changes, there are no other material documents, agreements or arrangements, written or oral, that have been entered into by or in favour of any member of the Group and/or the Warrantors in connection with the Corporate Changes which have not been previously provided, or made available, to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters and/or the legal and other professional advisers to the Joint Sponsors and the Underwriters and which have not been disclosed in all of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP;
- (F) there are no actions, suits, proceedings, investigations or inquiries pending or, to the best of the Company's knowledge, threatened or contemplated, under any Laws or by or before any Authority or by any persons challenging the effectiveness, validity and compliance with Laws of the Corporate Changes as set forth in the sections of

each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP headed “History, Development and Corporate Structure” and “Contractual Arrangements”.

- (xvii) the ownership and corporate structure of the Company and its Subsidiaries as set forth in the sections of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP headed “History, Development and Corporate Structure” and “Contractual Arrangements” complies and, immediately after the Global Offering, will comply with the Laws in the Cayman Islands and the PRC and any other relevant jurisdictions, does not and, immediately after the Global Offering, will not violate, breach, contravene or otherwise conflict with any applicable Laws in the Cayman Islands and the PRC and any other relevant jurisdictions, and has not been challenged by any court or Authority; there are no legal, administrative, arbitration or governmental action, suit, proceedings, claim, inquiry or investigation pending against any member of the Group in any jurisdiction in respect of the ownership and corporate structure of the Company or any of its Subsidiaries, taken individually or collectively, (including any action, suit, proceedings, claim, inquiry or investigation challenging the effectiveness or validity of the ownership and corporate structure, taken individually or collectively), and no such action, suit, proceedings, claim, inquiry or investigation are threatened or contemplated by any Authority or any person in any jurisdiction;
- (xviii) all actions (including Approvals and Filings) necessary for the approval of the ownership and corporate structure of the Company and its Subsidiaries by the applicable Authorities have been duly or timely made or conducted or obtained and remain valid and in full force and effect and not in violation with any applicable Law, and no such authorization has been withdrawn or is subject to any condition precedent which has not been satisfied or performed; such authorization is not subject to any materially burdensome restrictions or conditions; neither the Company nor any Subsidiary is in breach of the terms and conditions of any of their respective authorization in respect of the ownership and corporate structures of the Company or any of its Subsidiaries;
- (xix) save for the Corporate Changes, there are no other material documents or agreements that have been entered into by the Company or any of its Subsidiaries in respect of the ownership and corporate structure of the Company or any of its Subsidiaries; the opinions, confirmations and representations on the ownership and corporate structure of the Company and its Subsidiaries set forth in the sections of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP headed “History, Development and Corporate Structure”, “Contractual Arrangements” and “Continuing Connected Transactions” made by the Directors or any other persons have been made after due and careful consideration and are fair in all material respects and not misleading or deceptive in any respect; and each of the events, agreements, arrangements and transactions set forth therein has been duly authorized, executed and delivered by the parties thereto and, taken individually and collectively, constitute valid and legally binding agreements of the parties thereto, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, reorganization and similar laws of

general applicability relating to or affecting creditors' rights and to general equity principles, and does not (A) contravene any provision of applicable law or statute, rule or regulation of any Authority having jurisdiction over the Company or any of its Subsidiaries or any of their properties (including but not limited to the Ministry of Commerce, the State Administration for Industry and Commerce and the State Administration of Foreign Exchange), (B) contravene any of the terms or the provisions of the articles of association, business licence or other constitutive documents of the Company or any of its Subsidiaries or (C) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute or would (with the giving of notice, the passage of time, or both or otherwise) constitute a default under, any license, indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement, instrument or other obligation to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the property or assets of the Company or any of its Subsidiaries is subject;

- (xx) each of the agreements and arrangements set forth in the sections of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP headed "History, Development and Corporate Structure" and "Contractual Arrangements" is in proper legal form under the Laws in the Cayman Islands and the PRC and any other relevant jurisdictions for the enforcement thereof against the Company, its Subsidiaries and their respective shareholders that are party to such agreement and arrangement in the Cayman Islands, the PRC or any other relevant jurisdictions without further action by any of the Company, its Subsidiaries or their respective shareholders;
- (xxi) each member of the Group that is established in the PRC has (A) duly submitted the requisite materials required under the applicable PRC foreign investment laws to the relevant Authority and except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, has obtained and/or completed all Approvals and Filings (as the case may be) with the relevant authority and (B) has timely received all requisite certifications from each applicable PRC Authority;
- (xxii) the Offer Shares to be issued and sold by the Company have been duly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be validly issued and fully paid and non-assessable and free and clear of all Encumbrances;
- (xxiii) the Offer Shares conform to the descriptions thereof contained in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, including the descriptions under the captions "Share Capital" and "Summary of the Constitution of the Company and Cayman Islands Company Law" in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP; the Offer Shares are freely transferable by the Company to or for the account of the International Underwriters and/or purchasers procured by the International Underwriters on behalf of the Company; except as set forth in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP,

there are no restrictions on subsequent transfers of the fully paid Offer Shares under the Laws of the Cayman Islands or Hong Kong, subject to compliance with the transfer procedures in the articles of association of the Company; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations by reason of being such a holder; the certificates for the Offer Shares are in proper form to be legal and valid under the Laws of the Cayman Islands; and except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, there are no limitations on the rights of the holders of the Offer Shares to hold, vote or transfer their Offer Shares;

- (xxiv) each of this Agreement, the International Underwriting Agreement and the Operative Documents has been duly authorized, executed, and delivered by the Company and constitutes a valid and legally binding agreement of the Company, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles;
- (xxv) the execution and delivery of this Agreement and the International Underwriting Agreement and the Operative Documents and any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement and Operative Documents, the issuance and sale of the Offer Shares (including any shares issued pursuant to the Over-allotment Option), the consummation of the transactions herein or therein contemplated and the fulfillment of the terms hereof or thereof, do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions 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), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of the property or assets of the Company or any Subsidiary is subject, (B) violate any provision of the articles of association or other constituent documents or the business licenses of the Company or any Subsidiary, (C) violate any applicable Law or contravene any judgment, order or decree of any Authority or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary;
- (xxvi) approval in principle has been obtained for the listing of, and permission to deal in, the Shares on the Main Board of the SEHK from the Listing Committee and such approval has not been revoked;
- (xxvii) except for the registration of Hong Kong Prospectus and the final approval from the SEHK for the listing of and permission to deal in the Shares on the

Main Board of the SEHK, all licenses, consents, franchises, permits, authorizations, approvals, certificates, clearances, qualifications, orders and other concessions of and from, and all registrations, declarations, notifications and filings, of or with any Authority having jurisdiction over the Company, any Subsidiary, the Warrantors, or any of their respective properties (each a “**Governmental Authorization**”) required or advisable under any applicable Law in connection with (A) the Global Offering, (B) the issuance and sale of the Offer Shares, (C) the execution and delivery of, and the performance by each of the Company and the Warrantors of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreement and each of the agreements relating to the Global Offering to which the Company or the Warrantor is a party, and (D) the issuance, publication, distribution or making available of each of the Hong Kong Prospectus, the Formal Notice, the Pricing Disclosure Package, the Offering Circular and the PHIP, and for the Company and the Subsidiaries to carry on their business and operations as described in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified. 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 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. Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Rules;

- (xxviii) none of the Company and the Subsidiaries is (A) in 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) its articles of association or other constituent documents or its business licenses, (B) in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any license, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any Subsidiary is a party by which the Company or any Subsidiary is bound or to which any of its or their respective property or assets is bound or (C) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, in violation or contravention of any Law;
- (xxix) the Company and the Subsidiaries and their respective properties, assets, facilities and operations are in compliance with, and each of the Company and the Subsidiaries holds all Governmental Authorizations required or advisable under 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 give rise to any material costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws; and none of the Company and the Subsidiaries (A) is the subject of any investigation, (B) has received any notice or claim, (C) is a party to or affected by any pending or threatened action, suit or proceeding, (D) is bound by any judgment, decree or order or (E) 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 cleanup at any location of any Hazardous Materials (as defined below); as used herein, “**Environmental Law**” means any Law relating to 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 pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law;

- (xxx) each of the Company and the Subsidiaries (A) is in compliance with any and all applicable Laws and policies of Authorities relating to the conduct of their respective businesses and operations, Laws relating to product safety, and the Laws and policies of Authorities in relation to environmental protection, including all Laws described or referred to in the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP under the caption “Regulatory Overview” (“**Applicable Laws**”), (B) has received and is in compliance with all permits, licenses or other Approvals and Filings required of them under Applicable Laws to conduct their respective businesses; and (C) have not received notice of any actual or potential liability under or violation of any Applicable Laws;
- (xxxi) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, each of the Company and the Subsidiaries has carried on and is carrying on its business and operations in accordance with Applicable Laws, and has and is in compliance of all required or advisable Governmental Authorizations, (A) to own, lease, license and use their property and assets and conduct their businesses as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, and (B) to use the proceeds from the Global Offering for the purposes as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP; and such Governmental Authorizations contain no materially burdensome restrictions or conditions not described in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP; none of the Company and the Subsidiaries has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations; all such Governmental Authorizations are valid and in full force and effect; and each of the Company or the Subsidiaries is in compliance with the provisions of all such Governmental Authorizations in all material respects;

- (xxxii) (i) the Company and the members of the Group have complied and are presently in compliance with all internal and external privacy policies and information notices, contractual obligations, industry standards, regulatory guidelines, applicable laws, statutes, judgments, orders, rules and regulations of any court or arbitrator or other governmental or regulatory authority and any other legal obligations, in each case, relating to the collection, use, transfer, import, export, storage, protection, disposal, disclosure and any other processing by the Company or the member of the Group of all Information Technology and data (including all personal, personally identifiable, household, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws (“**Data Security Obligations**”, and such data, “**Data**”), (ii) none of the Company or the member of the Group has received any notification of or complaint regarding, or is aware of any other facts that, individually or in the aggregate, would reasonably indicate, non-compliance by any of them with any Data Security Obligation, except where such non-compliance would not and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (iii) there is no action, suitor proceeding by or before any court or governmental agency, authority or body pending or, to the best of the Company’s knowledge after due and careful inquiry, threatened alleging the Company’s or any other member of the Group’s non-compliance with any Data Security Obligation, (iv) the Company and each other member of the Group have implemented and maintained reasonable technical and organizational measures designed to protect the security and integrity of the Data used in connection with the operation of the Company’s and each of the member of the Group’s businesses, (v) without limiting the foregoing, the Company and each of the member of the Group have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cybersecurity and data protection controls, policies and procedures, including oversight, access, controls, encryption, technological, organizational and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized or unlawful distribution, use, access, disablement, leakage, misappropriation or modification, or other compromise or misuse of or relating to any Data used in connection with the operation of the Company’s or any of the other members of the Group’s businesses and/or the Global Offering (“**Breach**”), and (vi) there has been no such Breach, and neither the Company nor any of the other member of the Group has been notified of or has any knowledge of any event or condition that would reasonably be expected to result in, any such Breach;
- (xxxiii) (i) each of the Company and the member of the Group has complied and are in compliance with all applicable Laws, guidelines and industry standards concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the “**Data Protection Laws**”); (ii) neither the Company nor any of the member of the Group is, or is expected to be classified as, a “critical information infrastructure operator” under the

Cybersecurity Law of the PRC; (iii) neither of the Company or any of the member of the Group is, or is expected to be, the subject of any investigation from the Cyberspace Administration of the PRC (the “CAC”) or any other applicable Authority, or a party to or affected by any pending or, threatened action, suit, proceeding or claim from the CAC or any other applicable Authority, or bound by any judgment, decree or order, or a party to any agreement, in each case relating to cybersecurity, data privacy, confidentiality or archive administration, or subject to any cybersecurity review by the CAC, the CSRC, or any applicable Authority; (iv) neither the Company nor any other member of the Group has received any complaint, inquiry, letter, notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), warning, sanction, allegation or claim from the Cyberspace Administration of the PRC (the “CAC”) or any other applicable Authority alleging any breach, violation or non-compliance of any Data Protection Laws, requiring it to conduct cybersecurity review or prohibiting the transfer of data to a place outside the relevant jurisdiction; (v) neither the Company nor any of the member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws, guidelines and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data; (vi) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the member of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (vii) neither the Company nor any of the member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (viii) 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 any applicable Authority on the Company or any of the member of the Group or any of their respective directors, officers and employees; (ix) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (x) neither the Company nor any of the member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other applicable Authority;

- (xxxiv) the statutory books, books of account and other records of whatsoever kind of the Company and the Subsidiaries are up-to-date and contain complete and accurate records required by Laws to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received. All

accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong or any other authority have been duly and correctly delivered or made;

(xxxv) none of the Company, the Subsidiaries, the Warrantors and the Affiliates of the foregoing is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in Hong Kong, the PRC and any other jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made);

(xxxvi) (A) none of the Company, the Subsidiaries, their respective directors, supervisors, officers, agents and employees, their respective Affiliates, any of such Affiliate's respective directors, supervisors, officers, agents and employees (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations; (B) none of the Group Relevant Persons (x) is located, organized or resident in a country or territory that is subject to a general export, import, financial or investment embargo under any Sanctions Laws and Regulations, or (y) undertakes any transactions, or has any connections, with any country, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or performing contracts in support of projects in or for the benefit of those countries, or (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner as set forth in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP captioned "Future Plans and Use of Proceeds", and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any person or entity of, or 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 (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; and (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any U.S. sanctions related to or administered by the Office of Foreign Assets Control

of the U.S. Department of the Treasury (including the designation as a “**specially designated national or blocked person**” thereunder) or the U.S. Department of State, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or any other economic sanctions legislation enacted by the U.S. Congress in effect during the life of this Agreement, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, the Cayman Islands Monetary Authority, or other relevant sanctions authorities or other relevant sanctions Authority;

(xxxvii) none of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorized (A) the payment of any money or the giving of anything of value to any official, employee or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office (each a “**Government Official**”) or to any person under circumstances where the Group Relevant Persons knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of Hong Kong, the Cayman Islands, the PRC or any other jurisdiction, or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Company or any Subsidiary, as applicable; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the rules and regulations thereunder and the United Kingdom Bribery Act 2010, as amended, and the rules and regulations thereunder or any other applicable anti-bribery or anti-corruption Laws; and the Company and the Subsidiaries have instituted and maintain policies and procedures designed to ensure continued compliance therewith; as used herein, “**Government Entity**” means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, or a public international organization; and the Company and the Subsidiaries have conducted their businesses in compliance in all respects with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws in all respects;

(xxxviii) none of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of

anything of value from any supplier, or the respective directors, supervisors, officers, agents, employees or Affiliates or any other person acting for or on behalf of the foregoing, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of these raw materials or equipment, or (B) prohibited under any applicable Law of Hong Kong, the Cayman Islands, the PRC or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are reasonably designed to detect and prevent any such receipt of payments or gift of anything of value;

- (xxxix) the operations of the Company and the Subsidiaries are, at all times, have been conducted in compliance with applicable financial recordkeeping and reporting requirements of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, and any applicable Laws relating to money laundering in all jurisdictions, including all Hong Kong, the Cayman Islands, the PRC and U.S. anti-money laundering laws, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Money Laundering Laws**”), and no action, suit or proceeding by or before any Authority involving the Company, any of the Subsidiaries or the businesses of the Company or such Subsidiary with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened;
- (xl) all material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP or filed therewith with the Registrar of Companies in Hong Kong (collectively, the “**Material Contracts**”) have been so disclosed or filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; none of the Material Contracts will, without the written consent of the Joint Sponsors and the OCs, be entered into, nor will the terms of any Material Contracts be changed prior to or on the Listing Date; and with respect to any Material Contract, none of the Company, the Subsidiaries and any other party to such Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or any other party to such Material Contract;
- (xli) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, there are no relationships or transactions not in the ordinary course of business between the Company or any Subsidiary, on one hand, and their respective customers or suppliers, on the other hand;
- (xlii) the statements set forth in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP under the captions “Summary — Use of Proceeds” and “Future Plans and Use of Proceeds”,

insofar as they purport to describe the Company's planned application of the proceeds from the International Offering and the Hong Kong Public Offering, set out the true and current plan and intention of the Directors; the application of the net proceeds from the Global Offering, as set forth in and contemplated by each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of its or their respective property or assets is subject, (B) violate any provision of the articles of association or other constituent documents or the business licenses of the Company or any Subsidiary, (C) violate any statute, law, rule, regulation, judgment, order or decree of any Authority having jurisdiction over the Company or any Subsidiary or any of their property or assets or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary; and no Governmental Authorization is required for the Company to use the net proceeds to be received by the Company from the Global Offering, for the purposes as set forth in and contemplated by each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, without restriction;

- (xliii) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, there is no contract, agreement or understanding between the Company or any Subsidiary, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business;
- (xliv) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, all dividends and other distributions declared and payable on the Shares to the shareholders of the Company 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 Cayman Islands, the PRC or any taxing or other Authority thereof or therein; and may be so paid without the necessity of obtaining any Governmental Authorization in any of such jurisdictions;
- (xlv) no Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary; and, except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, all such dividends and other distributions 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, or any taxing or other Authority thereof or therein;

and may be so paid without the necessity of obtaining any Governmental Authorization in any of such jurisdictions;

- (xlvi) there are no outstanding guarantee or contingent payment obligation of the Company or any Subsidiary in respect of indebtedness of third parties, except to the extent that the existence of any such guarantee or obligation would not, individually or in the aggregate, be material to the Company and the Subsidiaries, taken as a whole;
- (xlvii) all information supplied or disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) by or on behalf of the Company, the Subsidiaries, the Warrantors or their respective directors, supervisors, officers, employees, affiliates or agents to the SEHK, the SFC, the CSRC, any applicable Authority, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Joint Sponsors, the International Underwriters, the Hong Kong Underwriters, the CMIs, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and to the Joint Sponsors and the Underwriters for the purposes of the Global Offering or the Listing (including, without limitation, the answers and documents contained in or referred to in the Verification Notes (and any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof), the information, answers and documents used as the basis of information contained in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus, the PHIP, the CSRC Filings and the Formal Notice or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsor to the Company's application for the Listing, information and documents provided for the discharge by the Sponsor-OCs, the OCs and the CMIs of their respective obligations as a Sponsor-OC, an OC and/or a CMI under the Code of Conduct, the Listing Rules, the CSRC Rules and other applicable Laws, and the responses to queries and comments raised by the SEHK or the SFC or the CSRC or any applicable Authority) was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus, the CSRC Filings and the PHIP, or otherwise notified to the SEHK and/or the SFC and/or the CSRC and/or any applicable Authority, as applicable, remains true, complete and accurate in all material respects and not misleading; all information comprising expressions of opinion or intention, forward-looking statements, forecasts and estimates so supplied or disclosed have been made after due, careful and proper consideration, are and remain based on assumptions referred to in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus, the CSRC Filings and the PHIP (to the extent there are any) and represent and continue to represent reasonable and fair expectations honestly held based on facts known to such persons (or any of them); and in preparing such information, statements, forecasts and estimates, the Company has taken into account all facts and matters which are or may be material to such information, statements, forecasts or estimates or to the Global Offering; there is no other information

which has not been provided the result of which would make the information so disclosed or made available misleading. 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 made therein, in light of the circumstances under which they were made, misleading in any respect;

- (xlviii) no material information was withheld from the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters regarding any investigation, audit or review by any Authority of the Company or any Subsidiary;
- (xlix) (A) no information was withheld from the Industry Consultant and Protiviti Shanghai Co., Ltd. (the “**Data Verification Consultant**”) for the purposes of their preparation of their research report regarding the market for audiovisual PaaS (the “**Industry Report**”) and the data verification report (the “**Data Verification Report**”) dated the Hong Kong Prospectus Date, commissioned by the Company in connection with the Global Offering; (B) all information given to the Industry Consultant and the Data Verification Consultant for such purposes was given in good faith and was consistent with the Sole Sponsor’s knowledge of the Company, its business and its business plans, and there is no other information or documents which have not been provided, the result of which would make the information and documents so received, in the light of the circumstances under which they were provided, misleading or could reasonably have affected the contents of any of such report; (C) all the assumptions made by the Industry Consultant and the Data Verification Consultant in the Industry Report and the Data Verification Report are considered by the Company to be reasonable and appropriate; (D) the factual contents of the Industry Report and the Data Verification Report 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 and will be 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; (E) the market positioning of the Company contained in the Industry Report and the findings contained in the Data Verification Report considered by the Company to be accurately represented, reasonable and not misleading; and (F) no facts have come to the attention of the Company or any of its directors or officers that have caused them to believe that the Industry Report and the Data Verification Report, as of their respective dates and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (l) none of the Company, its Affiliates and their respective directors, supervisors, officers, agents or employees, withheld any information from the Reporting Accountants, the Sole Sponsor, the OCs, the International Underwriters or the Hong Kong Underwriters for the purposes of their review of the pro forma

financial information (and the notes thereto) of the Company (A) contained in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP or (B) their review of the Company's financial reporting procedures or (C) their review of the estimate, projections or forecast of profits, working capital, capital expenditures or cash flows of the Company;

- (li) no information was withheld from the Internal Control Consultant, for the purposes of its review of the internal controls of the Company and the Subsidiaries and its preparation of its reports to the Company, and all information given to the Internal Control Consultant for such purposes was given in good faith and was consistent with the Sole Sponsor's knowledge of the Company, its business and its business plans, and there is no other information which has not been provided the result of which would make the information so received misleading or could reasonably have affected the contents of any of such report, and the factual contents of such report regarding the Company and the Subsidiaries 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 and will be 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;
- (lii) none of the Company, the Warrantors, their respective Affiliates, any of their respective directors, supervisors, officers, agents, affiliates or controlling person, or employees, or any person acting on behalf of any of them (excluding the Underwriters), has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the OCs have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the 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 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;
- (liii) none of the Company, its Affiliates, the Subsidiaries, any of their respective directors, supervisors, officers, agents or employees (excluding the Underwriters) (A) has taken or facilitated, or will take or facilitate, directly or indirectly, any action that is designed to, has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company or any Subsidiary to facilitate the sale or resale of the Offer Shares or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, or would constitute a violation of the market misconduct provisions of Parts

XIII and XIV of the Securities and Futures Ordinance, or has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the International Underwriters of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise, provided that the granting of the option to purchase Option Shares or other stabilisation action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with Clause 7, the Listing Rules, the Securities and Futures Ordinance or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection;

- (liv) the statements set forth in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP (A) under the captions “Share Capital” and “Summary of the Constitution of the Company and Cayman Islands Company Law”, insofar as they purport to constitute a summary of the terms of the Offer Shares, (B) under the caption “Cornerstone Investor”, “Underwriting” and “Structure and Conditions of the Global Offering”, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement, (C) under the captions “Regulatory Overview” and “Summary of the Constitution of the Company and Cayman Islands Company Law”, insofar as they purport to describe the provisions of Laws affecting or with respect to the business of the Company or any Subsidiary, (D) under the caption “Statutory and General Information”, insofar as they purport to describe the provisions of Laws and the documents referred to therein, (E) under the captions “Summary”, “Business” and “Financial Information”, insofar as they purport to describe the contracts, agreements and memoranda of understanding to which any member of the Group is a party, (F) under the captions “History, Development and Corporate Structure” and “Statutory and General Information” insofar as they purport to describe the history of the Group and the predecessors of the Group, the independence of parties with whom the Group has entered transactions with as mentioned in those captions, documents and Governmental Authorizations related to such transactions, (G) under the captions “Summary”, “Risk Factors”, “Industry Overview”, “Regulatory Overview”, “Business”, “Relationship with our Controlling Shareholders” and “Financial Information” insofar as they purport to describe any PRC Authority’s policies, and effects and potential effects of these policies on the Company and the Subsidiaries, and (H) under the caption “Underwriting”, insofar as they purport to relate 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, are true, complete and accurate and is not misleading;
- (lv) there are (A) no legal, arbitral or governmental proceedings, investigations or inquires pending or threatened or, to the best of the Company’s knowledge, contemplated by any Authority, to which the Company or any Subsidiary, or any of their respective directors, supervisors or officers, is or may be a party or to which any of the property, assets or products of the Company or any Subsidiary, or any of their respective directors, supervisors or officers, is or may be subject, (B) no law, statute, rule or regulation that has been enacted,

adopted or issued or, to the best of the Company's knowledge, that has been proposed by any Authority and (C) no judgment, decree or order of any Authority that has been enacted, adopted or issued or, to the best of the Company's knowledge, that has been proposed by any Authority which are required to be described in the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP and are not so described;

- (lvi) there are no investigations by any Authority pending to which the Company or any Subsidiary, their respective former or existing directors, supervisors, officers or employees or any of their respective property, assets or products is subject, and to the best of the Company's knowledge, no such investigation is threatened or contemplated by any Authority; and none of the CSRC, China National Development and Reform Commission, China State Administration for Industry and Commerce, and any other Authority having jurisdiction over the Company or any Subsidiary, or any of their respective property or assets has, in its review and examination of the Company or any Subsidiary, raised or identified any material issues regarding the general affairs, management, business, prospects, products, assets, rights, results of operations or position, financial or otherwise, or legal and regulatory compliance of the Company or any Subsidiary;
- (lvii) the Company is a "foreign issuer" as such term is defined under Regulation S under the Securities Act; 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 OCs in the manner contemplated in this Agreement and the International Underwriting Agreement and in the Final Offering Circular;
- (lviii) as of the date hereof, there is no "substantial U.S. market interest", as such term is defined in Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares;
- (lix) none of the Company, its Affiliates and any person acting on their respective behalf (other than the Sponsor-OCs, the OCs, the CMI, the Hong Kong Underwriters and the International Underwriters, as to whom the Company makes no representation) (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, and the Company, its Affiliates and any person acting on their respective behalf have complied and will comply with the offering restriction requirements of Rule 903 under the Securities Act;
- (lx) within the preceding six months, neither the Company nor any person acting on its behalf 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 pursuant to the Global Offering; the Company 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, 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 this Agreement or the International Underwriting Agreement as transactions exempt from the registration provisions of the Securities Act;

- (lxi) none of the Company, its Affiliates and any person acting on their respective behalf (excluding the Sponsor-OCs, the OCs, the CMI, the Hong Kong Underwriters and the International Underwriters) has paid or agreed to pay to any person any compensation for soliciting another to purchase any securities of the Company (except as contemplated in this Agreement and the International Underwriting Agreement); neither the Company, any of the members of the Group, the Warrantors, nor any of their respective directors, supervisors, officers, agents or employees 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 Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP; no member of the Group nor any director, supervisor, 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 Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP;
- (lxii) the Company has designed disclosure controls and procedures to ensure that material information relating to the Company and the Subsidiaries is made known in a timely manner to the management and the Board by others within those entities; for the purposes of this Section 1(a)(lix), the term “disclosure controls and procedures” means controls and other procedures of the Company that are designed to ensure that information required to be disclosed by the Company, including in reports that it files or submits under any applicable Law, is recorded, processed, summarized and reported in a timely manner and in any event within the time period required by applicable Law; and disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed by the Company is accumulated and communicated to the Company’s management, including its chief executive officer, chief financial officer and the Board, as appropriate, to allow timely decisions regarding required disclosures;
- (lxiii) (A) the consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP present accurately and fairly the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders’ equity of the Company and its consolidated Subsidiaries as of the dates and for the periods

indicated, and have been prepared in conformity with the International Financial Reporting Standards (“IFRS”) and have been prepared in conformity with IFRS applied on a consistent basis throughout the periods involved; the selected financial data set forth under the captions “Summary—Summary of Historical Financial Information,” “Summary—Recent Developments” and “Financial Information” in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP accurately and fairly present, on the basis stated in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, the information included therein; (B) such consolidated historical financial statements make due provision of any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such consolidated historical financial statements and selected financial data and the trend of profits thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) the summary and selected financial data (including any financial ratios) included in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the pro forma net tangible assets (and the notes thereto) (and all other pro forma financial statements, information or data, if any) included in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such pro forma net tangible assets (and other pro forma financial statements, information and data, if any) are reasonable, 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 pro forma net tangible assets (and other pro forma financial statements, information and data, if any); (F) the depreciation of fixed assets has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries are required by any Listing Rules to be included in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP; and (H) none of the Company and the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations), not described in any of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus or the PHIP;

- (lxiv) the Reporting Accountants who have reported on the financial information of the Company as set out in the Accountant’s Report in Appendix I to the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus

and the PHIP, is an independent public accountant with respect to the Company as defined by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder;

- (lxv) the Company has given to the Reporting Accountants all information that was reasonably requested by the Reporting Accountants and no information was withheld from the Reporting Accountants for the purposes of their preparation of (A) the Accountant's Report contained in the Hong Kong Prospectus, the Pricing Disclosure Package, the Offering Circular and the PHIP, (B) the Comfort Letter (as defined below); and all information given to the Reporting Accountants for such purposes was given in good faith after due and careful consideration and was consistent with the Sole Sponsor's knowledge of the Company, its business and its business plans, and there is no other information which has not been provided the result of which would make the information so received misleading or could reasonably have affected the contents of any of such report and the factual contents of the Accountant's Report and other letters 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 and will be complete, true and accurate) and no fact or matter has been omitted therefrom which would make the contents of any of the Accountant's Report and other letters of the Reporting Accountants are misleading, and the opinions attributed to the Directors in such reports, or letters are held in good faith based upon facts; and none of the Company and the Directors disagrees with any aspect of the reports, letters or certificates prepared by the Reporting Accountants;
- (lxvi) all statistical and market-related data and information disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP as having come from the Company, including the total number of customers, number of contracts, number of employees (total number as well as number of employees by type), and number of owned and leased properties of the Company and the Subsidiaries as a whole and separately, has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the information is, in all material respects, true, complete and accurate and presents fairly the information shown therein; the section entitled "Financial Information" in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP accurately describes in all material respects the Company's exposure to changes in interest rates, liquidity and foreign exchange rates, risk exposure estimates, sensitivity of the Company's assets and liabilities to changes in, interest rates and foreign exchange rates as of the dates indicated therein, and limitations on such sensitivity analysis; statistical and market-related data and information included in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP as having come from a source other than the Company are based on or derived from sources which the Company reasonably believes to be reliable and accurate and represent the Company's good faith estimates that are made on the basis of data derived from such sources, and such data accurately reflect, in all material respects, the information or the sources from

which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required;

- (lxvii) each of the Company and the Subsidiaries has established procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS or other relevant generally accepted accounting principles or applicable accounting requirements and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences, (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with IFRS or other relevant generally accepted accounting principles or applicable accounting requirements 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 Subsidiaries, 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; and the Company's current management information and accounting control system has been in operation for at least three years during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses; the Company's internal control over financial reporting is effective and the Company is not aware of (A) any material weaknesses in the Company's internal controls over accounting and financial reporting or any fraud involving management or other employees who have a role in the Company's internal control over financial reporting or (B) change in the Company's internal controls over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's internal controls over accounting and financial reporting;
- (lxviii) the Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) information relating to the Company or any of the Subsidiaries is made known in a timely

manner to the Board and management by others within those entities, and (B) the Company and the Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Code on Takeovers, the Securities and Futures Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information 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 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, summarized and reported, in a timely manner and in any event within the time period required by applicable Law);

- (lxix) any issues identified and as disclosed in any report prepared by the Internal Control Consultant have been rectified or improved or are being 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 directors with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws;
- (lxx) the Directors have been fully and validly appointed by the Company and collectively have the experience, qualifications, competence and integrity to manage the Company’s business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the SEHK under the Listing Rules and other legal or regulatory requirements relevant to their roles;
- (lxxi) (A) the factual contents of the reports, opinions, letters or certificates of all legal counsel to the Company 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 and will be 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; and (B) information was withheld from any legal counsel to the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or

certificate (whether or not contained in any of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP) and all information given to each of the foregoing persons for such purposes was given in good faith and was consistent with the Sole Sponsor's knowledge of the Company, its business and its business plans, and there is no other information which has not been provided the result of which would make the information so received misleading or could reasonably have affected the contents of any of such report;

- (lxxii) each of the experts as identified in the Hong Kong Prospectus 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 of any conflict of interest;
- (lxxiii) each of the Company and the Subsidiaries owns all material patents, patent rights, inventions, copyrights, trademarks, service marks, trade names, domain names, network real names, Internet keywords, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), information, proprietary rights and processes (collectively, the “**Intellectual Property**”) currently employed by them in connection with the business described in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP as being currently operated or proposed to be operated by them; none of the Company and the Subsidiaries has received any notice or claim of infringement of or conflict with asserted rights of others with respect to any of the foregoing; and in conducting its business activities, none of the Company and the Subsidiaries has infringed any patent, copyright, title, trademark, service mark, trade name, domain name or other intellectual property rights already registered by a third party in Hong Kong, the PRC or any other jurisdiction;
- (lxxiv) the computer systems, communications systems, software and hardware (collectively “**Information Technology**”) owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to the operation of the business of the Company and the Subsidiaries; and all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; each agreement pursuant to which the Company or any other Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, and the Company and the other members of the Group, as the case may be, 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 any other Subsidiary has occurred and is continuing or is likely to occur under any such agreement, no notice has been

given by or to any party to terminate such agreement; all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and/or the Subsidiaries are maintained and operated by the Company and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company; in the event that the persons providing maintenance or support services for the Company and/or the Subsidiaries with respect to the Information Technology cease or are unable to do so, each of the Company and the Subsidiaries has 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; 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/or the Subsidiaries; each of the Company and the Subsidiaries has in place procedures to prevent unauthorized 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; and each of the Company and the Subsidiaries 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 Company and/or the Subsidiaries;

- (lxxv) each of the Company and the Subsidiaries has complied in all material respects with all applicable data protection Laws, guidelines and industry standards;
- (lxxvi) the operations and services of the Company and its Subsidiaries are conducted in compliance with the applicable copyright and intellectual property laws of the PRC and all other applicable jurisdictions; and except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, the operations and services of the Company and its Subsidiaries (A) do not, to the best of the Company's knowledge, infringe upon the rights of third parties, either directly or indirectly and (B) have not been a subject to any action, suit, proceeding or claim by others that the Company or any other member of the Group has infringed or otherwise violated any third party intellectual property rights or applicable copyright and intellectual property laws of the PRC and all other applicable jurisdictions;
- (lxxvii) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP and in the ordinary course of business, neither the Company nor any Subsidiary has any material obligation to provide housing, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of the present or past employees or to any other person; all housing, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries arising from their employment with the Company or such Subsidiary are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the

Company or such Subsidiary in the name of the relevant present or past employees; neither the Company nor the Subsidiaries has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; there are no material amounts owing or promised to any present or former directors or employees or consultants of the Company and/or the Subsidiaries other than remuneration accrued, due or for reimbursement of business expenses; no directors or senior management or key employees of the Company and/or the Subsidiaries 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 the Company and/or the Subsidiaries or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); and none of the Company and the Subsidiaries has any financial obligation to the PRC government or any social security fund or other fund maintained by the PRC government in connection with the Global Offering nor any 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 the Company and/or the Subsidiaries 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 director, employee or consultant of the Company and/or the Subsidiaries; and all contracts of service, contracts for services and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way impose any unusual or onerous obligation on the Company and/or the Subsidiaries and all subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending or, to the best knowledge of the Company and/or the Warrantors, threatened or capable of arising against the Company and/or the Subsidiaries, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and/or the Subsidiaries has, in relation to its directors, employees or consultants (and so far as relevant to each of its 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 services, employment or consultancy;

- (lxxviii) no material labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent, or, to the best of the Company's knowledge, is threatened; and the Company is not aware of any existing, threatened or imminent labor disturbance by the

employees of any of its principal suppliers, contractors or customers;

- (lxxix) each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments; there are no claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business;
- (lxxx) under the Laws of the Cayman Islands, the PRC and Hong Kong, none of the Company, the Subsidiaries, nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of judgment, arbitral award or from other legal process or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Company in Clause 16.7 hereof not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement and the International Underwriting Agreement is valid and binding under the Laws of Hong Kong, the Cayman Islands, the PRC and the United States;
- (lxxxi) the choice of law provisions set forth in this Agreement will be recognized by the courts of Hong Kong and the Cayman Islands; the Company can sue and be sued in its own name under the Laws of Hong Kong and the Cayman Islands; the agreement of the Company to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement, the agreement that each party to this Agreement shall defer any dispute arising out of or in relation to the obligations of the Company under this Agreement to arbitration, the waiver of sovereign immunity 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 Hong Kong and the Cayman Islands and will be respected by the courts of Hong Kong and the Cayman Islands; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the Cayman Islands is concerned, to confer valid personal jurisdiction over the Company; and any award obtained in HKIAC arising out of or in relation to the obligations of the Company under this Agreement will be recognized and enforced in the courts of Hong Kong and the Cayman Islands subject to the uncertainty described

under the caption “Enforceability of Civil Liabilities” in each of the Pricing Disclosure Package and the Offering Circular;

- (lxxxii) it is not necessary under the Laws of Hong Kong and the Cayman Islands that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organized under the Laws of the Cayman Islands, Hong Kong, the PRC and the United States as the case may be) should be licensed, qualified or entitled to carry out business in Laws of Hong Kong and the Cayman Islands (A) to enable them to enforce their respective rights under this Agreement, 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;
- (lxxxiii) in respect of the connected transactions (as defined in the Listing Rules) of the Company (the “**Connected Transactions**”), (A) the statements set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP relating to the Connected Transactions are complete, true and accurate in all respects, and there are no facts or matters the omission of which would make any such statements misleading in any respect, and there are no other Connected Transactions which are required to be disclosed but have not been disclosed in all of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP; (B) all information (including, without limitation, historical figures) disclosed or made available (or which ought reasonably to have been disclosed or made available) in writing or orally by or on behalf of the Company to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the CMIs, the Underwriters, the Reporting Accountants, the legal and other professional advisers to the Company and to the Joint Sponsors and the Underwriters, the Stock Exchange, the SFC, the CSRC and any applicable Authority was so disclosed or made available in full and in good faith and was and remains complete, true and accurate, and there is no other information which has not been provided the result of which would make the information so received misleading in any respect; (C) the Connected Transactions disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (D) the Company has complied with and will continue to comply with the terms of the Connected Transactions disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP so long as the agreement or arrangement relating thereto is in effect, and shall inform the Joint Sponsors, the OCs, the respective legal advisers to the Joint Sponsors and the Underwriters and to the Company promptly should there be any breach of any such terms or should there be any new arrangements, agreements, relationships, developments or information with or concerning any parties which constitutes or may constitute a Connected Transaction in

respect of the Company prior to the entering into of such arrangement, agreement or relationship or immediately upon the coming into knowledge of such development or information before the Listing; (E) each of the Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; (F) each of the Connected Transactions disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP was and will be carried out by the Group in compliance with all applicable Laws;

- (lxxxiv) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, neither the Warrantors nor any of the Directors, either alone or in conjunction with or on behalf of any other person, is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary, nor are the Warrantors or any of the Directors interested, directly or indirectly, in any assets which have since the date two years immediately preceding the Hong Kong Prospectus Date been acquired or disposed of by or leased to the Company or any Subsidiary; neither the Warrantors nor any of the Directors, nor 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 any Subsidiary which is subsisting at each (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date and which is material in relation to the business of the Company or such Subsidiary;
- (lxxxv) no indebtedness (actual or contingent) and no contract or arrangement (other than contracts of employment) is outstanding between the Company or the Subsidiaries, on the one hand, and any director or officer of the Company or the Subsidiaries or any person connected with such director or officer (including his or her spouse, minor children or any company or undertaking in which he or she holds a controlling interest), on the other hand;
- (lxxxvi) all the interests or short positions of each of the Directors 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 SEHK pursuant to Part XV of such Ordinance and the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, in each case once the Offer Shares are listed are fully and accurately disclosed in the Hong Kong Prospectus, the Pricing Disclosure Package, the Offering Circular and the PHIP;
- (lxxxvii) neither the Company nor any Subsidiary is engaged in any material transactions with its current or former directors, supervisors, officers, management, shareholders or other Affiliates on terms that are not available from other parties on an arm's-length basis;

- (lxxxviii) the descriptions of the events, transactions, documents and Government Authorizations as set forth in the sections of each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP headed “Statutory and General Information” are true, complete and accurate and not misleading in any respect;
- (lxxxix) each of the material documents or agreements executed by the Company as set forth in the sections of each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP headed “Statutory and General Information” has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms;
- (xc) the descriptions of the events, transactions, and performance of the documents or agreements executed by the Company as set forth in the sections of each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP headed “Statutory and General Information” 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 render the Company liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts based upon which the Accountants’ Report or otherwise described in the Pricing Disclosure Package, the Hong Kong Prospectus, the Offering Circular and the PHIP, or result in the creation or imposition of any Encumbrance or other restriction on any property or assets of the Company or any Subsidiary that contravenes (A) the articles of association or other constituent or constitutive documents or the business license of the Company or any Subsidiary or the Warrantors (as applicable), or (B) any indenture, mortgage, charge, deed of trust, loan or credit agreement, trust financing agreement or arrangement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any Subsidiary or any of their respective properties or assets, including the Listing Rules;
- (xci) all necessary Governmental Authorizations required or advisable in connection with events, transactions and documents set forth in the sections of each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP headed “Statutory and General Information” have been obtained or made; all such Governmental Authorizations are valid and in full force and effect and not in violation with any applicable Law;
- (xcii) neither the Company or any 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 of, or has any reason to believe that any Authority is considering revoking, suspending or modifying,

any such Governmental Authorizations;

- (xciii) there are no actions, suits, proceedings, investigations or inquiries pending or, to the best of the Company's knowledge, threatened or contemplated, under any Laws or by or before any Authority or by any persons challenging the effectiveness, validity and compliance with Laws of the events, transactions, documents and Governmental Authorizations as set forth in the sections of each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP headed "Statutory and General Information";
- (xciv) all returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been filed; and all such returns, reports and filings are true, complete and accurate and are not the subject of any dispute with the relevant Tax or other appropriate authorities; all information supplied or disclosed in writing or orally by or on behalf of the Company, the Subsidiaries, the Warrantors, or their respective directors, supervisors, officers or employees to the tax authorities, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Joint Sponsors, the CMIs, the International Underwriters, the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and to the Joint Sponsors and the Underwriters is true, complete and accurate in all respects; all Taxes required to be paid by each of the Company and the Subsidiaries have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited financial statements as set out in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP included appropriate and adequate provisions required under IFRS for all Taxation 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 any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no material liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (X) currently payable without penalty or interest or (Y) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (X) and (Y), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto reflected on the audited consolidated financial

statements (and any notes thereto) and the statements set forth in the section “Financial Information” of each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP to the extent they relate to Taxation are complete, true, accurate and not misleading;

- (xcv) there are no contracts, agreements or understandings between the Company or any Subsidiary 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 Company, any Subsidiary or any International Underwriter for brokerage commissions, finder’s fees or other payments in connection with the offer and sale of the Offer Shares;
- (xcvi) the section entitled “Financial Information - Material Accounting Information and Estimates” in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP accurately and fully describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company’s financial condition and results of operations (the “**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;
- (xcvii) the Company’s management have proposed, and the Board has reviewed and agreed with, the selection, application and disclosure of the Critical Accounting Policies in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP, and have consulted with its legal advisers and independent accountants with regards to such disclosure;
- (xcviii) the sections entitled “Financial Information - Liquidity and Capital Resources”, “Financial Information – Indebtedness and Contingent Liabilities” and “Financial Information – Off-Balance Sheet Commitments and Arrangements” in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP accurately and fully describe: (A) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all material indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all material off-balance sheet transactions, arrangements, and obligations of the Group; and none of the Company and the Subsidiaries has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities that are reasonably likely to have a material effect on the liquidity of the Company and any Subsidiary taken as a whole or the availability thereof or the requirements of the Company and any Subsidiary taken as a whole for capital resources;
- (xcix) the amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on borrowing contained in their respective articles of

association or other constituent documents any debenture or other deed or document binding upon them and none of the Company or any Subsidiary 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; all of the borrowing facilities of the Company and the Subsidiaries have been duly executed and are in full force and effect, all undrawn amounts under such borrowing facilities are or will be capable of drawdown in accordance with their terms, and no event has occurred and no circumstances exist which could cause any undrawn amounts under any borrowing facilities to be unavailable for drawing as required; and no event has occurred and no circumstances exist in relation to any national, regional, municipal or local Authority investment grants, loan subsidies or financial assistance received by or pledged to any of the Company or any Subsidiary in consequence of which any of the Company or any Subsidiary is or may be held liable to forfeit or repay in whole or in part any such grant or loan;

- (c) except as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus or the PHIP, no stamp duty or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or the Joint Sponsors, the Sponsor-OCs, any OCs, any Joint Global Coordinators, any Joint Lead Managers, any Joint Bookrunners, any CMIs or any Underwriters to Hong Kong, the Cayman Islands or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares, (B) the sale and delivery by the Company of the Offer Shares to or for the respective accounts of the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the CMIs, the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement, (C) the execution and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents to which the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the CMIs and/or the Underwriters are parties thereto, (D) the sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial subscribers/purchasers/placees thereof in the manner contemplated in the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus or the PHIP, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited;
- (ci) all local and national PRC governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment are valid, binding and enforceable and do not violate any provision of any law or statute or any order, rule or regulation of any Authority;
- (cii) the Company has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 7 to this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such

notice, in which the expressions “you” or “your” shall refer to the Company, and “we” or “us” or “our” shall mean the Joint Global Coordinators or the OCs (on behalf of the Underwriters or the CMIs);

- (ciii) save as disclosed in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus or the PHIP, (a) each member of the Group and the Group as a whole is in compliance with the relevant PRC foreign investment laws, including full compliance with the requirements on operating the ordinary course of business of the Group by foreign investment enterprises under the PRC Laws; (b) the Contractual Arrangements (as defined below) have each been duly authorized, executed and delivered by the parties thereto and, individually and collectively, constitute legal, valid and binding agreements, enforceable by the parties thereto in accordance with their respective terms; (c) no consent, approval, authorization, or order of, or filing or registration with, any person (including any Authority) is required for the performance of the obligation under any Contractual Arrangement by the parties thereto, except for such that has been obtained or performed. There is no legal or governmental proceeding, inquiry or investigation pending against any member of the Group in any jurisdiction challenging the validity of any of the Contractual Arrangements and no such proceeding, inquiry or investigation is threatened or contemplated in any jurisdiction; (d) the execution, delivery and performance of each of the Contractual Arrangements by the parties thereto do not and will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of any member of the Group pursuant to (i) the articles of association and other constituent or constitutive documents and the business licence of any member of the Group; (ii) any statute, rule, regulation or order of any Governmental Authority, domestic or foreign, having jurisdiction over any member of the Group or any of their properties; or (iii) any indenture, mortgage, deed of trust, loan agreement 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 to which any of the properties of any member of the Group is subject; (e) each of the Contractual Arrangements is in full force and effect and none of the parties thereto is in breach or default in the performance of any of the terms or provisions of such Contractual Arrangements; and (f) the Contractual Arrangements comply with the Listing Rules and guidance issued by the Stock Exchange from time to time;
- (civ) none of the parties to any of the Contractual Arrangements have sent or received any communications regarding termination of, or intention not to renew, any of the Contractual Arrangements, and no such termination or non-renewal has been threatened or is being contemplated by any of the parties thereto. The disclosure and statements (including any forward-looking statements) relating to the Contractual Arrangements set forth in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus or the PHIP are complete, true and accurate in all respects and not misleading; and
- (cv) for the purpose of the Warranties above, “Contractual Arrangements” refer to

the series of contractual arrangements as described in the section headed “Contractual Arrangements” in the Hong Kong Prospectus.

Any certificate signed by any officer of the Company and delivered to the Joint Sponsors and the OCs, or counsel for the Joint Sponsors and the Underwriters in connection with the Global Offering shall be deemed a representation and warranty by the Company, as to matters covered thereby, to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the CMIs.

Part B: Additional representations and warranties of the Warrantors

Each of the Warrantors severally (but not jointly or jointly and severally) represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and each of them as follows:

- (i) each of the Offering Documents and the CSRC Filings does not and will not, in each case as it relates to the Warrantor, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (ii) the Corporate Changes and the execution, delivery and performance of the documents relating to the Corporate Changes 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 Warrantor 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 Warrantor is a party or by which the Warrantor is bound or any of his properties or assets may be bound or affected, or (B) any Laws applicable to the Warrantor or any of his properties or assets;
- (iii) all Approvals and Filings and confirmations under any Laws applicable to, or from or with any Authority having jurisdiction over the Warrantor or any of his/its properties or assets, or otherwise from or with any other persons, required in connection with the Corporate Changes and the execution, delivery and performance of the documents relating to the Corporate Changes have been unconditionally obtained or made; all such Approvals and Filings and confirmations are valid and in full force and effect and none of such Approvals and Filings and confirmations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in all of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP; the Warrantor is not in violation of, or in default under, or has not received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has no reason to believe that any Authority or person is considering revoking, suspending or modifying, any such Approvals and Filings and confirmations;
- (iv) transactions contemplated by the Corporate Changes have been effected prior to the date hereof in compliance with all applicable Laws in the Cayman Islands and the PRC and any other relevant jurisdictions and in accordance with the documents relating to the Corporate Changes; there are no other material documents or agreements, written or oral, that have been entered into by or in favour of any member of the Group and/or the Warrantor in connection with the

Corporate Changes which have not been previously provided, or made available, to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the CMI, the Underwriters and/or the legal and other professional advisers to the Joint Sponsors and the Underwriters and which have not been disclosed in all of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP;

- (v) there are no actions, suits, proceedings, investigations or inquiries pending or, to the best of the Warrantor's knowledge, threatened or contemplated, under any Laws or by or before any Authority or by any persons challenging the effectiveness or validity of the events, transactions and documents relating to the Corporate Changes as set forth in the sections of each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP headed "History, Development and Corporate Structure";
- (vi) each of the Warrantors which is a corporate has been duly incorporated and is validly existing as a corporation in good standing under the applicable Laws and is capable of suing and being sued. Each of the Warrantors who is a natural person have the full right and power to execute, deliver and perform his obligations under this Agreement, the International Underwriting Agreement and any Operative Documents to which he is a party, and is capable of suing and being sued in his own name;
- (vii) the memorandum and articles of association and other constituent or constitutive documents of each of Warrantors which is a corporate comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, and are in full force and effect;
- (viii) the Warrantor has the requisite power and authority and/or legal capacity, as the case maybe, to enter into and perform his/its obligations under this Agreement, the International Underwriting Agreement and each of the Operating Documents to which he/it is a party;
- (ix) neither the Warrantor nor any person acting on his/its behalf has, to the extent applicable, taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened to windup, bankrupt, liquidate or dissolve itself, make itself dormant or eliminate itself. Neither the Warrantor nor any person acting on his/its behalf has stopped or suspended payments of his/its debts, become unable to pay his/its debts or otherwise become insolvent;
- (x) no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any member of the Group and the Warrantors or any company (excluding the members of the Group) which is owned or controlled by the Warrantor (whether by way of shareholding or otherwise). The Warrantor represents that there is no connected transactions (as defined in the Listing Rules) between itself/himself and the Group, except otherwise disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP;
- (xi) (A) none of the Warrantor, its directors and officers, and to the Warrantor's best knowledge, none of the agents and employees, its Affiliates, any of such

Affiliate's respective directors, supervisors, officers, agents and employees (collectively, the "**Warrantor Relevant Persons**"), is a Person that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations; (B) none of the Warrantor Relevant Persons (x) is located, organized or resident in a country or territory that is subject to a general export, import, financial or investment embargo under any Sanctions Laws and Regulations, or (y) undertakes any transactions, or has any connections, with any country, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or performing contracts in support of projects in or for the benefit of those countries; (C) the Warrantor will cause the Company to use the proceeds from the Global Offering exclusively in the manner as set forth in each of the Pricing Disclosure Package, the Offering Circular, the Hong Kong Prospectus and the PHIP captioned "Future Plans and Use of Proceeds", and will ensure the Company will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person 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 (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; and (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations;

- (xii) none of the Warrantor Relevant Persons is aware of or has, directly or indirectly, made or authorized (A) the payment of any money or the giving of anything of value to any official, employee or any other person acting in an official capacity for any Government Entity, including Government Official or to any person under circumstances where the Warrantor Relevant Persons knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of Hong Kong, the Cayman Islands, the PRC or any other jurisdiction, or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Company or any Subsidiary, as applicable; without prejudice to the foregoing, none of the Warrantor Relevant Persons has violated or is in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the rules and regulations thereunder and the United Kingdom Bribery Act 2010, as amended, and the rules and regulations thereunder or any other applicable anti-bribery or anti-corruption Laws; the Warrantor has conducted its/his businesses in compliance in all respects with applicable anti-corruption laws and has instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws in all

respects;

- (xiii) the operations of the Warrantor which is a corporate are, at all times, have been conducted in compliance with applicable financial recordkeeping and reporting requirements of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, and any Money Laundering Laws, and no action, suit or proceeding by or before any Authority involving the Warrantor or the businesses of the Warrantor with respect to the Money Laundering Laws is pending or, to the best knowledge of the Warrantor's, threatened;
- (xiv) each of this Agreement, the International Underwriting Agreement and the Operative Documents to which the Warrantor or any one of them is a party and any other document required to be executed by the Warrantor or anyone of them pursuant to the provisions of this Agreement, the International Underwriting Agreement or any of the Operative Documents has been duly authorized, executed, and delivered by the Warrantor and constitute a valid and legally binding agreement of the Warrantor, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles;
- (xv) the execution and delivery by or on behalf of the Warrantor of, the performance by the Warrantor of his/its obligations under this Agreement, the International Underwriting Agreement and the Operative Documents to which the Warrantor or any one of them is a party and any other document required to be executed by the Warrantor or anyone of them pursuant to the provisions of this Agreement, the International Underwriting Agreement or any of the Operative Documents, and the consummation by the Warrantor of the transactions contemplated herein did not, do not and will not: (A) contravene any provision of applicable Law and the articles of association (or equivalent constitutive document) (as the case may be); or (B) contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, agreement, note, lease or other agreement, obligation or instrument binding upon the Warrantor; or (C) contravene any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Warrantor or contravene any law, rule or regulation to which the Warrantor or any of his/its properties is bound; or (D) result in the creation or imposition of any Encumbrance upon any assets of the Warrantor;
- (xvi) all Governmental Authorizations required for the performance by the Warrantor of his/its obligations hereunder have been obtained or made and are in full force and effect; and
- (xvii) none of the Warrantor, its Affiliates, any of their respective directors, officers, agents, affiliates or controlling person, or employees, or any person acting on behalf of any of them (excluding the Underwriters), has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the OCs have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as

to the market in or the value of the 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 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;

- (xviii) none of the Warrantor, its Affiliates, the Subsidiaries, any of their respective directors, officers, agents or employees (excluding the Underwriters) (A) has taken or facilitated, or will take or facilitate, directly or indirectly, any action that is designed to, has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company or any Subsidiary to facilitate the sale or resale of the Offer Shares or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the International Underwriters of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise, provided that the granting of the option to purchase Option Shares or other stabilisation action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with Clause 7, the Listing Rules, the Securities and Futures Ordinance or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection;
- (xix) under the Laws of the Cayman Islands and Hong Kong, neither the Warrantor nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of judgment, arbitral award or from other legal process or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Warrantor in Clause 16.7 hereof not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement and the International Underwriting Agreement is valid and binding under the Laws of Hong Kong, the Cayman Islands and the United States;
- (xx) the choice of law provisions set forth in this Agreement will be recognized by the courts of Hong Kong and the Cayman Islands; the Warrantor can sue and be sued in his/its own name under the Laws of Hong Kong and the Cayman Islands; the agreement of the Warrantor to resolve any dispute by arbitration at the Hong Kong International Arbitration Centre, the agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Agreement, the irrevocable submission by the Warrantor to the jurisdiction of any Hong Kong Court, the agreement that each party to this Agreement shall have the option to defer any dispute arising out of or in

relation to the obligations of the Warrantor under this Agreement to arbitration, the waiver of sovereign immunity 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 Hong Kong and the Cayman Islands and will be respected by the courts of Hong Kong and the Cayman Islands; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the Cayman Islands are concerned, to confer valid personal jurisdiction over the Warrantor; and any judgment obtained in a Hong Kong Court arising out of or in relation to the obligations of the Warrantor under this Agreement will be recognized and enforced in the courts of Hong Kong and the Cayman Islands subject to the conditions described under the caption “Enforceability of Civil Liabilities” in each of the Pricing Disclosure Package and the Offering Circular;

- (xxi) the Warrantor has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 7 to this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall refer to such Warrantor, and “we” or “us” or “our” shall mean the Joint Global Coordinators or the OCs (on behalf of the Underwriters or the CMI).

Any certificate signed by any officer or representative of the Warrantors (if applicable) and delivered to the Joint Sponsors and the OCs, or counsel for the Joint Sponsors and the Underwriters in connection with the Global Offering shall be deemed a representation and warranty by the Warrantors, as to matters covered thereby, to the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the CMIs.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

I. RESOLUTIONS AND CONSTITUTIONAL DOCUMENTS

1. Three certified true copies of the resolutions of the Board (or a meeting of a duly authorized committee of the Board):
 - 1.1 approving and authorizing 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;
 - 1.2 approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of Shares pursuant thereto;
 - 1.3 approving and authorizing the issue of the Hong Kong Public Offering Documents, the issue of the Preliminary Offering Circular and the Offering Circular;
 - 1.4 approving and authorizing the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
 - 1.5 approving the Verification Notes.
2. Three certified true copies of the resolutions of the Board dated June 26, 2023 approving matters relating to the Company's listing application.
3. Three certified true copies of the resolutions of the shareholders of the Company referred to in the section of the Hong Kong Prospectus headed "Statutory and General Information — 1. Further Information about our Company — D. Resolutions of the Shareholders of our Company dated September 25, 2024".
4. Three certified true copies of the resolutions of the board of directors (or equivalent governing body) of each of the Warrantors which is a corporate, authorizing this Agreement, the International Underwriting Agreement, and each of the other documents relevant to the Global Offering to which it is a party.
5. Three certified copies of each of the certificate of incorporation, certificate of discontinuance and certificate of registration by way of continuation of the Company.
6. Three certified copies of the certificate of registration of the Company under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

7. Three certified copies of each of the memorandum of association of the Company and Articles of Association.
8. Three certified copies of the current business registration certificate of the Company.

II. HONG KONG PUBLIC OFFERING DOCUMENTS

9. Three printed copies of each of the Hong Kong Prospectus duly signed by all Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, three certified true copies of each of the relevant powers of attorney.
10. Three signed originals of the letters from each of the experts (other than the Joint Sponsors) referred to in the paragraph headed “H. Consents of Experts” in “Statutory and General Information – 6. Other Information” of the Hong Kong Prospectus, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to it and of its opinion in the form and context in which they are included.
11. Three signed originals of the certificate as to the accuracy of the Chinese translation of the Hong Kong Public Offering Documents given by the relevant translator in the form previously agreed with the OCs and the Joint Sponsors.
12. Three certified true copies of the authorisation to register the Prospectus as issued by the SEHK.
13. Three certified true copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus.
14. Three certified true copies of the approval from the CSRC.

III. DIRECTOR RELATED DOCUMENTS, MATERIAL CONTRACTS AND OTHER AGREEMENTS

15. Three certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 9 above) and statements of interests signed by each of the Directors.
16. Three certified true copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed “Statutory and General Information – 2. Further Information about our Business – A. Summary of Material Contracts” (other than this Agreement) duly signed by the parties thereto.
17. Three certified copies of each of the following:
 - (i) service contract of each of the executive Directors; and
 - (ii) the letter of appointment of each of the non-executive Directors and independent non-executive Directors.

18. Three originals of the Receiving Bank Agreement duly signed by the parties thereto.
19. Three certified true copies of each of the Hong Kong Share Registrar Agreement and the agreement entered into between the Company and the Cayman Islands share registrar duly signed by the parties thereto.
20. Three certified true copies of the compliance advisor agreement entered into between the Company and Shenwan Hongyuan Capital (H.K.) Limited.

IV. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

21. Three signed originals of the Accountants' Report.
22. Three signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company and copied to the Joint Sponsors and the Sponsor-OCs, and in agreed form, which letter shall, inter alia, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.
23. Three signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters), in the agreed form, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.
24. Three signed originals of the letter from the Reporting Accountants, dated the Hong Kong 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 Hong Kong Prospectus.
25. Three signed originals of the final board memorandum on profit forecast and working capital forecast.
26. Three certified true copies of the management accounts of the Group for the seven months ended July 31, 2024.

V. VERIFICATION, CONFIRMATION AND UNDERTAKINGS

27. Three signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Joint Sponsors, the Joint Global Coordinators and the legal advisers to the Joint Sponsors and the Underwriters).
28. Three certified true copies of the undertaking from the Controlling Shareholders pursuant to Rule 10.07 of the Listing Rules.
29. Three certified true copies of the undertaking from the Company pursuant to Rule 10.08 of the Listing Rules.

30. Three signed originals of the certificates signed by the Company and all Directors, dated the Hong Kong Prospectus Date, addressed to the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters) confirming that, save to the extent expressly superseded by subsequent disclosures to the SEHK, the CSRC and the SFC (as the case may be) in writing prior to the Hong Kong Prospectus Date, all written replies to queries from the SEHK, the CSRC and the SFC (as the case may be) in connection with the application for Listing given by the Joint Sponsors and all the parties involved in the Global Offering remain true, accurate, complete in all material respects and not misleading in any respects.

VI. LEGAL OPINIONS AND RELATED DOCUMENTS

PRC legal opinions

31. Three signed originals of the legal opinion of King & Wood Mallesons, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date, addressed to the Company in respect of general matters and properties of the Group under PRC Laws, and in agreed form.
32. Three signed originals of the legal opinion of Jingtian & Gongcheng, legal advisers to the Underwriters and the Joint Sponsors as to PRC Laws, dated the Hong Kong Prospectus Date, addressed to the Joint Sponsors and the Hong Kong Underwriters confirming or in respect of the contents of the PRC legal opinion referred to in item 31 above of Part VI in Part A of this Schedule 3, and in agreed form.

Other legal opinions

33. Three signed originals of the legal opinions of Opal Lawyers LLC, legal advisers to the Company as to Singapore laws, dated the Hong Kong Prospectus Date, addressed to the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters) in respect of the due incorporation of Warpdrive Technology Pte. Ltd.
34. Three signed originals of the legal opinions of Tse Rui Teng Tania, Barrister-at-law, legal adviser to the Company as to Hong Kong laws, dated the Hong Kong Prospectus Date in respect of the due incorporation of Qiniu (China) Limited.
35. Three signed originals of the legal opinions of Stephen Peepels, legal advisers to the Company as to international sanctions laws, dated the Hong Kong Prospectus Date, addressed to the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters) in respect of the assessment of applicability of international sanctions to the Group.

VII. EXPERT OPINIONS AND REPORTS

36. Three copies of the Industry Report dated the Hong Kong Prospectus Date.

37. Three copies of the internal control report prepared by the Internal Control Consultant, dated the Hong Kong Prospectus Date.
38. Three copies of the Data Verification Report dated the Hong Kong Prospectus Date.

Part B

I. RESOLUTIONS

1. Three certified copies of the resolutions of the board of Directors or board committee of the Company approving, among other things, the Offer Price, the basis of allotment and allotment of Offer Shares to allottees.

II. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

2. Three signed originals of each of the comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to the Joint Sponsors, the OCs and the Underwriters and bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Joint Sponsors, the OCs and the Underwriters, in agreed form, which letters shall cover the various financial disclosures contained in each of the Pricing Disclosure Package and the Offering Circular.
3. Three signed originals of the bringdown comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Joint Sponsors and the OCs (for themselves and on behalf of the Hong Kong Underwriters), in agreed form, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.

III. CONFIRMATIONS AND UNDERTAKINGS

4. Three signed originals of the certificate of the chairman of the Board and an executive director (other than the chairman) of the Company, dated the Listing Date, and in agreed form, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, in the form set forth in Exhibit A to the International Underwriting Agreement.
5. Three signed originals of the certificate of the Warrantors, dated the Listing Date, and in agreed form, which certificate shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Warrantors contained in this Agreement, in the form set forth in Exhibit B to the International Underwriting Agreement.
6. Three signed originals of the certificate of the joint company secretaries of the Company, dated the Listing Date, with respect to certain corporate documents of the Company, in the form set forth in Exhibit C to the International Underwriting Agreement

IV. LEGAL OPINIONS AND RELATED DOCUMENTS

PRC legal opinions

7. Three signed originals of each of the legal opinions of King & Wood Mallesons, legal advisers to the Company as to PRC Laws, dated the Listing Date, addressed to the Company confirming or in respect of the contents of the PRC legal opinion

referred to in item 31 above of Part VI in Part A of this Schedule 3, and in agreed form.

8. Three signed originals of the legal opinion of Jingtian & Gongcheng, legal advisers to the Underwriters and the Joint Sponsors as to PRC Laws, dated the Listing Date, addressed to the Joint Sponsors and the Hong Kong Underwriters confirming or in respect of the contents of the PRC legal opinion referred to in item 32 above of Part VI in Part A of this Schedule 3, and in agreed form.

Hong Kong legal opinions

9. Three signed originals of the legal opinion of Jia Yuan Law Office, legal advisers to the Company as to Hong Kong Laws, dated the Listing Date, addressed to the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters) in respect of the Global Offering, the Listing, the execution, validity and enforceability of documents in connection with the Global Offering to which the Company and the Warrantor is a party thereto and certain other legal matters of the Hong Kong laws, and in agreed form.
10. Three signed originals of the legal opinion of Jingtian & Gongcheng LLP, legal advisers to the Joint Sponsors and the Underwriters as to Hong Kong Laws, dated the Listing Date and addressed to the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters) confirming or in respect of the contents of the Hong Kong legal opinion referred to in item 9 above of Part IV in Part B of this Schedule 3.

Other legal opinions

11. Three signed originals of the legal opinion(s) of Maples and Calder (Hong Kong) LLP, legal advisers to the Company as to the Cayman Islands and BVI laws, dated the Listing Date, addressed to the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters) in respect of, among other things, the Global Offering, the Listing, the due existence of the Company, the execution, validity and enforceability of documents in connection with the Global Offering to which the Company is a party thereto and certain other legal matters of the Cayman Islands laws, and in agreed form.
12. Three signed originals of the legal opinion of Maples and Calder (Hong Kong) LLP, legal advisers to the Company as to the Cayman Islands and BVI laws, dated the Listing Date, addressed to the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters) in respect of, among other things, the due incorporation of Dream Galaxy, Superstify Technology Holdings Limited and Viculus Technology Holdings Limited, and the execution, validity and enforceability of documents in connection with the Global Offering to which such Warrantor(s) is a party thereto, and in agreed form.
13. Three signed originals of the legal opinion of Opal Lawyers LLC, legal advisers to the Company as to Singapore Laws, dated the Listing Date, addressed to the Company confirming or in respect of the contents of the Singapore legal opinion referred to in item 33 above of Part VI in Part A of this Schedule 3, and in agreed form.

14. Three signed originals of the legal opinions of Tse Rui Teng Tania, Barrister-at-law, legal adviser to the Company as to Hong Kong laws, dated the Listing Date in respect of the due incorporation of Qiniu (China) Limited.
15. Three signed originals of the legal opinions of Stephen Peepels, legal advisers to the Company as to international sanctions laws, dated the Listing Date, addressed to the Joint Sponsors and the OCs (for themselves and on behalf of the Underwriters) in respect of the assessment of applicability of international sanctions to the Group.

V. OTHERS

16. Three copies of a letter from the Stock Exchange giving its approval for the Listing.
17. Three signed originals of the Price Determination Agreement duly signed by the parties thereto.
18. Three certified true copies of the Form FFD004M submitted to the SEHK by the Company.

SCHEDULE 5

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering 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 Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Hong Kong Prospectus for the amount payable in full on application (including the Brokerage, the Trading Fee, the AFRC Transaction Levy and the Transaction Levy) by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of such records for such applications will have to be faxed to the OCs (on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter or the sub-underwriter by whom or on whose behalf the application is made and its official chop (or in the case of electronic application instruction, the broker number of the Hong Kong Underwriter or sub-underwriter) and there must be clearly marked on the application (s) "Hong Kong Underwriter's Application" (or in the case of sub-underwriters, "Hong Kong Sub-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 or Hong Kong Sub-Underwriter's Applications.

SCHEDULE 6
ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the official websites of the SEHK and the Company on the following dates:

Name of Publication
SEHK website
Company website

Date of Advertisement
September 30, 2024
September 30, 2024

SCHEDULE 7
PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:
 - 1.1 a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
 - 1.2 a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
 - 1.3 a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months; and
 - 1.4 a corporation the sole business of which is to hold investments and which is wholly owned by any of the following persons (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who, alone or with associates on a joint account, falls within paragraph 1.2 above; and (iii) a corporation or partnership that falls within paragraph 1.3 above.

We have categorized you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Professional Investor in relation to all investment products and markets.

2. As a consequence of your categorization as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “Code”) and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

2.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

2.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

2.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

2.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

2.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq-Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

2.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

2.8 Investor characterisation/disclosure of transaction related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of transaction related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
4. 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.

5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.
6. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (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 where such would otherwise be required.