

关于  
梦金园黄金珠宝集团股份有限公司  
之  
增资扩股协议之补充协议（二）

2022年11月30日

## 增资扩股协议之补充协议（二）

本《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议（二）》（下称“本补充协议”）于2022年11月30日在北京市朝阳区成立并生效。

甲方（“标的企业”或“公司”）：梦金园黄金珠宝集团股份有限公司

统一社会信用代码：9112000074242585X1

注册地址：天津市滨海高新区华苑产业区梓苑路15号

法定代表人：王忠善

乙方（“投资人”）：中信证券投资有限公司

统一信用社会代码：91370212591286847J

注册地址：青岛市崂山区深圳路222号国际金融广场1号楼2001户

法定代表人：方浩

丙方（“实际控制人”）：

丙方一：王忠善，中国公民，身份证号3707251964021 78

丙方二：张秀芹，中国公民，身份证号3707251966100 4164

丙方三：王国鑫，中国公民，身份证号3707251990062 0018

丙方四：王娜，中国公民，身份证号3707251987091 02X

上述合同方在本补充协议中单独称为“一方”，合并称为“各方”，各丙方共同并分别地称为“丙方”。

鉴于：

1. 2022年8月15日，乙方与相关方签署《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》（下称“《增资扩股协议》”），约定乙方以现金人民币49,999,992元增资甲方。乙方还与相关方于同日签署了《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议》（以下简称“《补充协议（一）》”），约定相关方在股权/股份回购及转让等方面的特殊权利义务，以上协议合称“《投资协议》”。

2. 为使标的企业更顺利推进和完成中国境内首次公开发行股票并上市，各方就相关特殊权利条款的终止达成补充协议如下：

第一条 《补充协议（一）》第1条、第2条、第3条、第4条、第5条自甲方向上海证券交易所或深圳证券交易所（下称“首发批准机构”）正式递交首次公开发行股票申请材料并取得正式受理回执之日起自动终止，其余约定不受影响，继续有效，《补充协议（一）》第7条、第9.1条中自本协议签署之日起终止且自始无效。

若甲方放弃或终止上市计划、首发批准机构未受理上市申请或甲方撤回上市申请，或首发批准机构否决、不予批准、终止审查甲方的上市申请，或甲方未能在2024年12月31日前实现合格上市，各方承诺，自前述任一情况发生之日（该日称“恢复日”），上述《补充协议（一）》第1条、第2条、第3条、第4条、第5条将自行恢复效力且视为从未终止。为免疑义，前述条款效力自行恢复后，对其失效期间的乙方相关权益具有追溯权，《补充协议（一）》中按时间计算的利益不因前述条款处于失效期间而不予计算；前述条款涉及的有关期间自动顺延，若相关特殊权利已触发，其法定或约定的行权时间应顺延至恢复日当日；前述条款不应因任何原因减损、消灭、不可恢复、不可执行，或者使得相关义务人获得抗辩权。

为免疑义，各方确认《补充协议（一）》中第2.1条“经乙方（投资人）书面同意，丙方（实际控制人）可指定第三方履行回购义务...”，实际控制人指定的第三方自《补充协议（一）》签订日起即不包括梦金园黄金珠宝集团股份有限公司及其子公司，且上述安排不因下述第二条关于权利义务恢复条款的生效而归于无效。

第二条 各方进一步确认，基于公平公正、诚实信用的原则和合理审慎的商业考量，在不影响前述约定的前提下，如果由于任何原因导致《补充协议（一）》第1条、第2条、第3条、第4条、第5条的权利减损、消灭、不可恢复、不可执行，或者使得相关义务人获得抗辩权（下称“条款和权利灭失”或“灭失的条款和权利”），则在本协议约定的恢复日，该等灭失的条款和权利在其未灭失时所对应的义务方，将视为按照《投资协议》对于前述条款的文字表述，以及假设该等文字表述构成有效协议条款时将可以表达的乙方权利和利益（下称“文字所表达的权利”），全新地、不可撤销地向乙方表示、确认和承诺：乙方享有该等文字表述所表达的权利。

在此情况下，上述文字表述既不视为灭失的条款和权利、也不视为一份独立的协议，而是仅以其文字表述和文义内容，根据本协议的约定构成本协议的一部分，并与本协议共同构成一项全新的各义务方对乙方的承诺和对乙方享有前述条款中权利实质相同的权益的确认。各方一致确认，以上是关于未来为乙方新设一项权利的安排，而非排除当事人法定抗辩权的安排。

第三条 本协议可以在法律允许的范围内，用于标的企业上市相关材料申报和对外披露，公司提交上市申请后，相关信息披露以相关审核机构认可的标准依法、及时披露。

第四条 本协议是关于《投资协议》的补充协议，各方知悉并认可《投资协议》的内容，本协议没有约定的（包括但不限于定义、适用法律、争议解决、通知送达），适用《投资协议》。各方分别声明，各方已经履行内部程序确保其具有

签署和履行本协议的全部权利/权力，各方授权代表已获得该方正式授权。各方同意，就本协议恢复的乙方权利而言，丙方在《投资协议》（包括但不限于股权/股份回购及转让条款）项下的义务不因甲方不再承担该等义务而进行任何减轻或免除，同时各丙方之间承担连带责任。本协议经各方法定代表人或授权代表签字并加盖公章（自然人作为协议一方的应当本人签字）后，于本协议首部载明的日期成立并生效。本协议一式陆份，甲乙丙各方各执贰份，每份具有同等法律效力。

（以下无正文）

（本页无正文，为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议（二）》的签字页）



甲方：梦金园黄金珠宝集团股份有限公司  
（盖章）

法定代表人或授权代表人签章：



乙方：中信证券投资有限公司  
（盖章）



法定代表人或授权代表人签章：

丙方一：王忠善

王忠善 方浩

丙方二：张秀芹

张秀芹

丙方三：王国鑫

王国鑫

丙方四：王娜

王娜



关于  
梦金园黄金珠宝集团股份有限公司  
之  
增资扩股协议之补充协议（三）

2023年9月26日

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### 增资扩股协议之补充协议（三）

本《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议（三）》（下称“本补充协议”）于2023年9月26日在北京成立并生效。

甲方（“标的企业”或“公司”）：梦金园黄金珠宝集团股份有限公司

统一社会信用代码：9112000074242585X1

注册地址：天津市滨海高新区华苑产业区梓苑路15号

法定代表人：王忠善

乙方（“投资人”）：中信证券投资有限公司

统一信用社会代码：91370212591286847J

注册地址：青岛市崂山区深圳路222号国际金融广场1号楼2001户

法定代表人：方浩

丙方（“实际控制人”）：

丙方一：王忠善，中国公民，身份证号370725196402144228

丙方二：张秀芹，中国公民，身份证号370725196610064104

丙方三：王国鑫，中国公民，身份证号370725199006210013

丙方四：王娜，中国公民，身份证号37072519870917006X

上述合同方在本补充协议中单独称为“一方”，合并称为“各方”，各丙方共同并分别地称为“丙方”。

鉴于：

1. 于2022年8月15日，各方签署《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》（下称“《增资扩股协议》”，详情请见本补充协议附件一）。

2. 各方于同日签署了《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议》（下称“《补充协议（一）》”，详情请见本补充协议附件二），约定乙方在一定条件下享有于目标公司的某些特殊权利。

3. 为使标的企业更顺利推进和完成中国境内首次公开发行股票并上市，各方曾就相关特殊权利条款终止达成《增资扩股协议之补充协议（二）》（下称“《补

充协议（二）》”，详情请见本补充协议附件三。以上协议合称为“《投资协议》”。

4.现各方为使标的企业更顺利推进和完成其于香港联合交易所有限公司（下称“香港联交所”）首次公开发行股票并上市（下称“H股合资格首次公开发售”），各方就相关特殊权利条款的终止达成补充协议如下。

### 第一条 特殊权利终止

1.1 各方确认，《补充协议（一）》第7条、第9.1条已自《补充协议（二）》签署之日起终止且自始无效。

1.2 各方同意自本补充协议签署生效之日起，除本补充协议第1.1条的约定外，《补充协议（二）》所约定的事项及内容全部终止、自始无效，其特殊权利终止恢复安排被本补充协议所取代，各方就《补充协议（二）》内容及履行情况无任何争议或纠纷。《补充协议（一）》第8条（权利终止和恢复安排）下有关权利终止的安排，将以下述约定为准。

1.3 实际控制人承诺，标的企业将持续推进其H股合资格首次公开发售。为符合香港联交所的要求，各方一致同意，《补充协议一》第2条（股权的回售（回购））自标的企业首次向香港联交所提交其上市申请表前终止，《投资协议》及其项下所有其他特殊权利（统称为“特殊权利”）自标的企业完成H股合资格首次公开发售之日自动终止，其中包括《补充协议（一）》第1条（公司治理）、第3条（股权、资产处分限制）、第4条（后序投资者进入的限制及最优惠权）、第5条（优先购买权、优先认购权、拖售权）及第10条（账户查询、冻结、限制、扣划安排）自完成上市之日自动终止。

1.4 若甲方放弃或终止H股合资格首次公开发售上市计划、香港联交所未受理上市申请或甲方撤回H股合资格首次公开发售上市申请，或香港联交所否决、不予批准、终止审查甲方的上市申请，或甲方的股份未能在2024年12月31日前实现于香港联交所主板上市发行，各方承诺，自前述任一情况发生之日（该日称“恢复日”），上述《补充协议（一）》第1条（公司治理）、第2条（股权的回售（回购））、第3条（股权、资产处分限制）、第4条（后序投资者进入的限制及最优惠权）、第5条（优先购买权、优先认购权、拖售权）、第10条（账户查询、冻结、限制、扣划安排）将自行恢复效力。为免疑义，前述条款效力自行恢复后，对其失效期间的乙方相关权益具有追溯权，《补充协议（一）》中按时间计算的利益不因前述条款处于失效期间而不予计算；前述条款涉及的有关期间自动顺延，若相关特殊权利已触发，其法定或约定的行权时间应顺延至恢复日当日；前述条款不应因任何原因减损、消灭、不可恢复、不可执行，或者使得相关义务人获得抗辩权。

1.5 为免疑义，各方确认《补充协议（一）》中第2.1条“经乙方（投资人）书面同意，丙方（实际控制人）可指定第三方履行回购义务...”，实际控制人指定的第三方始终不会包括梦金园黄金珠宝集团股份有限公司及其子公司。

### 第二条 灭失权利及抗辩约定

2.1 各方进一步确认，基于公平公正、诚实信用的原则和合理审慎的商业考量，在不影响前述约定的前提下，如果由于任何原因导致《补充协议（一）》第1条（公司治理）、第2条（股权的回售（回购））、第3条（股权、资产处分限制）、第4条（后序投资者进入的限制及最优惠权）、第5条（优先购买权、优先认购权、拖售权）的权利减损、消灭、不可恢复、不可执行，或者使得相关义务人获得抗辩权（下称“条款和权利灭失”或“灭失的条款和权利”），则在本补充协议约定的恢复日，该等灭失的条款和权利在其未灭失时所对应的义务方，将视为按照《投资协议》对于前述条款的文字表述，以及假设该等文字表述构成有效协议条款时将可以表达的乙方权利和利益（下称“文字所表达的权利”），全新地、不可撤销地向乙方表示、确认和承诺：乙方享有该等文字表述所表达的权利。

2.2 在此情况下，上述文字表述既不视为灭失的条款和权利、也不视为一份独立的协议，而是仅以其文字表述和文义内容，根据本补充协议的约定构成本补充协议的一部分，并与本补充协议共同构成一项全新的各义务方对乙方的承诺和对乙方享有前述条款中权利实质相同的权益的确认。各方一致确认，以上是关于未来为乙方新设一项权利的安排，而非排除当事人法定抗辩权的安排。

### 第三条 披露要求

3.1 本补充协议可以在法律允许的范围内，用于标的企业上市相关材料申报和对外披露，公司向香港联交所提交上市申请后，相关信息披露以相关审核机构（包括但不限于香港联交所、香港证券及期货事务监察委员会和中国证券监督管理委员会）认可/要求的标准、内容依法、及时披露。

### 第四条 其他

4.1 乙方应积极配合公司上市工作，按照公司的要求及时、全面、依法提供相关资料，并且根据申报需要，及时提供相关盖章或者签字版的证明文件。

4.2 本补充协议是关于《投资协议》的补充协议，各方知悉并认可《投资协议》的内容，本补充协议没有约定的（包括但不限于定义、适用法律、争议解决、通知送达），适用《投资协议》。各方分别声明，各方已经履行内部程序确保其具有签署和履行本补充协议的全部权利/权力，各方授权代表已获得该方正式授权。本补充协议经各方法定代表人或授权代表签字并加盖公章（自然人作为协议一方的应当本人签字）后，于本补充协议首部载明的日期成立并生效。本补充协议一式陆份，甲乙丙各方各执贰份，每份具有同等法律效力。

（以下无正文）

增资扩股协议之补充协议 (三)

(本页无正文, 为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议 (三)》的签字页)

甲方: 梦金园黄金珠宝集团股份有限公司

(盖章)

法定代表人或授权代表人签章:



丙方一: 王忠善

王忠善

丙方二: 张秀芹

张秀芹


丙方三: 王国鑫

王国鑫

增资扩股协议之补充协议（三）

（本页无正文，为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议（三）》的签字页）

丙方四：王娜



A handwritten signature in black ink, appearing to be '王娜', is written over a horizontal line.

增资扩股协议之补充协议（三）

（本页无正文，为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议（三）》的签字页）

乙方：中信证券投资有限公司

（盖章）

法定代表人或授权代表人签章：



02720814266

增资扩股协议之补充协议（三）

附件一

《增资扩股协议》

增资扩股协议

关于  
梦金园黄金珠宝集团股份有限公司  
之  
增资扩股协议

2022年8月15日

公  
司  
人  
印

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### 增资扩股协议

本《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》（下称“本协议”）于2022年【8】月【15】日在北京市朝阳区成立。

甲方（“标的企业”、“公司”）：梦金园黄金珠宝集团股份有限公司

统一社会信用代码：9112000074242585X1

注册地址：天津市滨海高新区华苑产业区梓苑路15号

法定代表人：王忠善

乙方（“投资人”）：中信证券投资有限公司

统一信用社会代码：91370212591286847J

注册地址：青岛市崂山区深圳路222号国际金融广场1号楼2001户

法定代表人：方浩

丙方（“实际控制人”）：

丙方一：王忠善，中国公民，身份证号370725196402141178

丙方二：张秀芹，中国公民，身份证号370725196610064164

丙方三：王国鑫，中国公民，身份证号370725196610018

丙方四：王娜，中国公民，身份证号35072519870917002X

各丙方对彼此在本协议项下的义务承担连带责任。

自然人作为本协议签署方的，应当提供并标注身份证件号码，同时提供身份证件的清晰复印件或扫描件作为本协议的附件，并应视乙方要求进行面签并同意乙方对签署过程录像存档。

上述合同方在本协议中单独称为“一方”，合并称为“各方”，各丙方共同并分别地称为“丙方”。

鉴于：

1. 甲方系一家根据中国法律合法成立并有效存续的股份有限公司，截至本协议签署之日，甲方的注册资本为22,490万元人民币。

2. 乙方是中信证券股份有限公司的全资另类投资子公司；各方均认可，乙方的投资对于完善公司治理结构、提升公司价值具有积极促进作用。

3. 丙方系甲方合法股东，依法合计持有甲方91.05%股权。

4. 甲方主要从事黄金珠宝的研发设计、生产加工、品牌运营及销售等业务。甲方希望增加公司注册资本并引进投资人进行增资扩股。各方同意乙方以人民币 49,999,992 元增资甲方。各方就增资扩股事宜已作充分协商，同意按本协议约定办理增资扩股。

经友好协商，各方达成一致协议如下：

## 第 1 条 释义

除非上下文另有约定，本协议相关词语和表述释义如下：

(1) “本次增资” / “本次交易” / “本次投资”：指本协议项下公司的增资扩股。

(2) “本次交易文件”：为本次交易而签署的本协议、相关补充协议、相关附件等文件。

(3) “股权”：视实际情况指股权和/或股份。

(4) “出资日”：指乙方根据本协议的条款向公司缴付出资款的日期。

(5) “增资登记日”：指反映增资的营业执照签发之日。

(6) “先决条件”：指乙方根据本协议向甲方支付出资款的前提条件。

(7) “净利润”：指公司经由乙方认可的具有证券从业资格的会计师事务所审计的归属于公司所有合并净利润（即扣除少数股东权益以后的净利润），如发生非经常性损益，该值为报表合并净利润扣除非经常性损益前后孰低数。

(8) “净资产”：指公司经由乙方认可的具有证券从业资格的会计师事务所审计的合并净资产。

(9) “上市”或“合格上市”：指公司（或因公司重组而建立并实际控制公司在重组前的全部业务及享有全部经济利益的其他公司或实体，且乙方在该其他公司或实体中分别或合计持股比例与重组前乙方在公司中持股比例保持不变）启动并完成在上海证券交易所或深圳证券交易所首次公开发行人民币普通股股票并上市交易。

(10) “担保”：包括保证、抵押、质押等法律明确规定的担保形式，以及差额补足、流动性支持、让与担保等类似的具有担保功能的形式。

(11) “中国”：指中华人民共和国，为本协议之目的，不含中国香港特别行政区、中国澳门特别行政区和中国台湾地区。

(12) “工作日”：指中国的法定工作日，即除休息日和法定节假日之外的公历日。

(13) “元”：指人民币元。

(14) “人”：指自然人、法人或其他法律主体。

(15) “包括”、“包含”等类似词语：指包括但不限于。

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(16) “或者”、“或”等类似词语：指多项中的任意一项，对其中一项的确定并不具有排他性。

(17) 当某一合同方包含超过一名主体时：如果以肯定句或否定句等语法，约定相关事项应取得某“一方”（例如乙方）同意、认可或者豁免、放弃等的条款，解释时应包括该“一方”所包含的每一名主体。

第2条 增资

2.1 公司各原股东的认缴注册资本已经全部实际缴清，公司增资前的股权结构如下：

单位：元

股东名称	认缴注册资本	实缴注册资本	持股比例
王忠善	64,760,000	64,760,000	28.80%
张秀芹	60,000,000	60,000,000	26.68%
天津园金梦企业管理咨询有限公司	40,000,000	40,000,000	17.79%
天津金梦企业管理合伙企业（有限合伙）	22,000,000	22,000,000	9.78%
天津海开信创产业发展有限公司	10,000,000	10,000,000	4.45%
天津金园企业管理合伙企业（有限合伙）	9,000,000	9,000,000	4.00%
天津金隆企业管理合伙企业（有限合伙）	9,000,000	9,000,000	4.00%
赵笃学	4,000,000	4,000,000	1.78%
黄怡	3,500,000	3,500,000	1.56%
张义贞	2,300,000	2,300,000	1.02%
张建军	340,000	340,000	0.15%
合计	224,900,000	224,900,000	100.00%

2.2 甲方增加注册资本 4,166,666 元人民币（大写：人民币肆佰壹拾陆万陆仟陆佰陆拾陆元整），增资扩股后甲方的注册资本为 229,066,666 元人民币。

2.3 乙方同意以货币资金 49,999,992 元人民币（简称“出资款”）认购甲方新增加的注册资本 4,166,666 元人民币（大写：人民币肆佰壹拾陆万陆仟陆佰陆拾陆元整），将占甲方本次增资扩股后注册资本的 1.82%，其余 45,833,326 元人民币（大写：人民币肆仟伍佰捌拾叁万叁仟叁佰贰拾陆元整）计入资本公积。

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2.4 各方向乙方承诺：截至本协议签署之日，公司前序融资中的优先清算权、回购/赎回权均未触发；乙方本次增资不会构成前序融资文件约定的导致公司实际控制权变更的清算/视同清算事件、回购/赎回触发事件；乙方本次增资的价格不会低于公司任何前序投资人的投资价格，进而不会触发前序投资人相关权利（包括要求目标公司对该前序投资人进行股权和/或现金补偿的反稀释、反摊薄等权利）。

2.5 公司增资后的股权结构如下：

单位：元

股东名称	认缴注册资本	实缴注册资本	持股比例
王忠善	64,760,000	64,760,000	28.27%
张秀芹	60,000,000	60,000,000	26.19%
天津园金梦企业管理咨询有限公司	40,000,000	40,000,000	17.46%
天津金梦企业管理合伙企业（有限合伙）	22,000,000	22,000,000	9.60%
天津海开信创产业发展有限公司	10,000,000	10,000,000	4.37%
天津金园企业管理合伙企业（有限合伙）	9,000,000	9,000,000	3.93%
天津金隆企业管理合伙企业（有限合伙）	9,000,000	9,000,000	3.93%
中信证券投资有限公司	4,166,666	4,166,666	1.82%
赵笃学	4,000,000	4,000,000	1.75%
黄怡	3,500,000	3,500,000	1.53%
张义贞	2,300,000	2,300,000	1.00%
张建军	340,000	340,000	0.15%
合计	229,066,666	229,066,666	100.00%

2.6 在本协议第3条约定的先决条件全部实现或虽未全部实现但被乙方书面豁免之日起3个工作日内，甲方应向乙方提供确认未豁免之先决条件已全部实现的书面通知，以及相关董事会决议、股东（大）会决议、甲方账户等证明文件，乙方在收到甲方书面通知并认可该等证明文件后10个工作日内将出资款支付至甲方账户。

2.7 就本次增资，甲方应在乙方将出资款支付至甲方账户之日（即“出资日”），将乙方作为股东并将乙方持有的全部公司注册资本数量和比例记入公司股东名册、向乙方签发由公司加盖公章并由公司法定代表人签署的出资证明，并在出资日起10个工作日内完成相关有权机关变更登记手

续，包括根据本次交易文件修改的公司章程及新选举的董事/监事（如涉及）等。

- 2.8 股权登记变更等费用由甲方承担。各方确认，乙方按本协议第 2.6 条的约定支付完毕全部出资款后，乙方在本协议项下的出资义务即告完成。
- 2.9 自本协议签署之日起至增资登记日，非经乙方同意：（i）甲方不实施利润分配。本次增资完成后，甲方在增资前形成的未分配利润、资本公积金、盈余公积金归增资完成后的各股东按照各自的持股比例共享；（ii）甲方不变动会计师事务所、会计政策；不增加董事、监事、高管的工资、福利、奖金，或向董事、监事、高管支付奖金或其他直接或间接的补偿；不增加员工的工资、福利、奖金或其他直接或间接补偿，致使该员工收入的增加幅度单次或在任何连续十二个月内累计超过 30%。
- 2.10 各方同意，乙方支付的出资款仅用于公司的正常经营需求、补充流动资金或经公司董事会或股东（大）会批准的其他用途，非经乙方另行事先书面同意，不得用于偿还公司对其股东、董事、高管、员工或上述人员关联方的债务或公司股东自身的债务等其他用途，不得用于非经营性支出或者与公司主营业务不相关的其他经营性支出，不得用于分红或回购公司的股权，不得用于委托理财、委托贷款、期货交易等风险性投资业务。

### 第 3 条 先决条件

3.1 乙方缴付出资款取决于以下全部条件的实现：

(1) 与本次增资扩股有关的各方的所有必要的公司内部批准（包括本次交易文件约定的董事会、股东（大）会的批准）与有权机关的批准备案（若涉及）均已获得且没有被撤销。

(2) 甲方所有原股东书面放弃此次增资的优先认购权或否决权等阻碍本次增资完成的权利（如有）。

(3) 相关方已签署并向乙方交付经乙方认可的《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议》。

(4) 本协议签署时，公司已经向乙方真实、充分地披露公司的资产、负债、权益、对外担保、纠纷、诉讼以及与本协议有关的信息等。

(5) 本协议签署后，由乙方根据独立判断作出决定，无任何关于公司的重大不利变化，例如甲方的股权结构、实际控制人（如有）、资产、财务、管理层和法律状况发生重大不利变化，甲方的业务经营发生重大不利变化（包括发生重大责任事故、重大声誉风险、重大行政处罚）；未发生令本次增资扩股无法合法、完全地进行，或交易基础丧失或发生根本性变更，或交易价值发生严重减损的重大不利变化。

(6) 本协议签署后，甲方、丙方未发生严重违反本次交易文件或者不符合相关承诺、陈述和保证的情形。

乙方有权但无义务在任何时候豁免上述先决条件中的一项或多项，但对先决条件的豁免并不意味着先决条件已得到满足或减损乙方依法依约获得赔偿或补偿的权利。除非乙方豁免，甲方和丙方均有义务在增资登记日之前维持上述全部条件。如果上述任何先决条件被乙方豁免，则其自动构成甲方、丙方在出资日后的义务，并应在经乙方同意的期限内完成。

#### 第4条 陈述和保证

##### 4.1 甲方、丙方向乙方陈述并保证如下：

- (1) 甲方是根据中国法律正式成立和有效存续的股份有限公司，拥有开展其业务所需的所有必要批准、执照、许可、权力/权利。甲方的经营遵守并符合其适用的法律法规。关于甲方的注册资本、营运、授权、财务、主体资格、资产（包括有形资产和无形资产）、债务（包括或有负债）、案件纠纷等方面的资料和信息，除乙方以外的任何人对甲方、甲方的股东或实际控制人享有的特殊权利（包括董事监事高管委派权、一票否决权、一致行动、业绩补偿、回购、对赌、优先清算、最优待遇等）和相关法律文件，都已向乙方充分披露，该等披露真实、准确、完整，没有虚假记载、误导性陈述或重大遗漏。除已经向乙方披露的之外，甲方不存在违反或者潜在违反中国有关环境保护、对其适用的税收法律及其他监管规则的任何情形，未涉及任何环保、税收等方面的诉讼、政府调查、违纪处分、纠纷等。
- (2) 丙方承诺不占有、使用公司财产，不发生损害公司利益的关联交易，若因甲方经营不合法合规而引发任何法律责任，从而导致甲方、乙方遭受损失的，均由丙方承担并相应赔偿甲方、乙方以使其不受损失。
- (3) 丙方直接和/或间接持有的甲方股权合法有效，且所对应的注册资本均已缴清，不存在代他人持有的情形，不存在任何权利负担（包括任何担保、权利主张、期权、优先权、托管、投票权委托、收益权转让、冻结、查封或者对其任何权能的行使、表决、转让或获得收益的任何限制），未涉及任何争议、诉讼及其他在法律上或事实上影响甲方上市的情况。
- (4) 不存在任何决议、协议等法律文件给予除乙方和其指定方以外的任何人士以直接或间接收购甲方权益的权利，乙方签署本次交易文件引起股权结构或董事会等变化不会导致乙方作为当事人的法律关系受到重大不利影响（包括但不限于乙方主要客户或供应商将不再按乙方签署本次交易文件之前的条款和条件延续相关交易），不设置任何妨碍乙方享受新增股权相关权利的障碍。
- (5) 甲方、丙方承诺，未经乙方同意：甲方不得为其股东、实际控制人及该等股东、实际控制人的关联方提供担保；甲方不得为其持股低于百分之五十的关联方、任何非法人单位或个人提供担保；甲方对外担保总额不得超过最近一个会计年度合并会计报表净资产的百分之五十；甲方不得为资产负债率超过百分之七十的担保对象提供债务担保。

- (6) 本协议构成对其合法、有效且具约束力的义务，其签订、交付和履行本协议不会违反 (i) 任何其责任或对其适用的法律；(ii) 判决、裁决、禁令或法院或政府官员或政府部门的决定；(iii) 其公司章程或其为缔约方的或受其约束的任何重大合同、安排或谅解的任何约定。
- (7) 甲方、丙方充分理解乙方是基于甲方、丙方在本协议中作出的所有陈述、保证和承诺而签订本协议的，因甲方、丙方违反其在本协议中的任何陈述、保证和承诺而使乙方遭受的任何损失、损害、费用和开支应由其予以赔偿和补偿。

4.2 乙方向甲方、丙方陈述并保证如下：

- (1) 乙方向甲方、丙方保证其有足够的资金完成本次增资扩股行为，并将按照本协议约定及时足额缴纳出资款。
- (2) 协议构成对其合法、有效且具约束力的义务，其签订、交付和履行本协议不会违反 (i) 任何其责任或对其适用的法律；(ii) 判决、裁决、禁令或法院或政府官员或政府部门的决定；(iii) 其公司章程或其为缔约方的或受其约束的任何重大合同、安排或谅解的任何约定。
- (3) 乙方充分理解甲方、丙方是基于乙方在本协议中作出的所有陈述、保证和承诺而签订本协议的。因乙方违反其在本协议中的任何陈述、保证和承诺而使甲方遭受的任何损失、损害、费用和开支应由其予以赔偿和补偿。

第5条 违约责任和补偿责任

5.1 除非本协议另有约定，若任何一方当事人出现如下情况，视为该方违约：

- (1) 一方不履行本协议项下任何义务或职责。
- (2) 一方在本协议或与本协议有关的文件中向另一方做出的陈述与保证或提交的有关文件、资料或信息被证明为虚假、不真实、有重大遗漏或有误导。
- (3) 本协议约定的其他违约情形。

5.2 若一方（违约方）违约，在不影响其他方（守约方）在本协议下其他权利的情况下，守约方有权采取如下一一种或多种救济措施以维护其权利：

- (1) 要求违约方实际履行。
- (2) 暂时停止履行义务，待违约方违约情势消除后恢复履行；守约方根据此款约定暂停履行义务不构成守约方不履行或迟延履行义务。
- (3) 要求违约方赔偿守约方的经济损失，包括为本次增资扩股而实际发生的所有直接和间接的费用（包括所有的法律、会计、税务和技术顾问的费用），以及违约方在订立本协议时可预见的其他经济损失。
- (4) 根据本协议的约定终止本协议。

(5) 本协议约定的其他救济方式。

- 5.3 本协议约定的守约方上述救济权利是可累积的，不排斥法律规定的其他权利或救济。
- 5.4 本协议一方对违约方违约行为进行追索的弃权以书面形式作出方为有效。一方未行使或迟延履行其在本协议项下的任何权利或救济不构成弃权；部分行使权利或救济亦不阻碍其行使其他权利或救济。
- 5.5 以出资日和增资登记日孰晚为补偿事件基准日，如果公司在该等基准日之前发生任何事件或行为（包括未按照适用的法律申报或缴纳、代扣代缴税赋，未足额支付员工工资、社会保险费、住房公积金或在重大方面违反相关劳动法律，侵犯知识产权），且该等事件或行为嗣后导致相关法律责任且对公司或乙方造成损失（包括公司本应享受的权利例如退税等被减免、延期、撤销、抵消），则无论该等事件、行为、损失是否以任何形式披露，无论该等损失是在补偿事件基准日之前或之后发生，乙方有权要求丙方赔偿该等损失。

#### 第6条 不可抗力

- 6.1 不可抗力是指不能预见、不能避免并不能克服的客观情况，包括不能预见、不能避免并不能克服的金融危机、地震、水灾、传染性疾病、国际制裁以及战争等情形。
- 6.2 如果上述不可抗力事件的发生严重影响一方履行其在本协议项下的义务，则在不可抗力造成的延误期内中止履行不视为违约。如果一方因违反本协议而延迟履行本协议项下的义务后发生不可抗力，则该方不得以不可抗力的发生为由免除责任。为免疑义，各方违反本协议“陈述和保证”相关条款的，不得以不可抗力的发生为由免除责任。
- 6.3 宣称发生不可抗力事件的一方应迅速书面通知本协议他方，并在其后的十五（15）天内提供证明不可抗力事件发生及其持续的足够证据。
- 6.4 如果发生不可抗力事件，各方应立即互相协商，以找到公平的解决办法，并尽一切合理努力将不可抗力事件的后果减小到最低限度，否则，未采取合理努力的一方应就扩大的损失对另一方承担相应的赔偿责任。如不可抗力事件的发生或后果对本协议的履行造成重大妨碍，并且各方未找到公平的解决办法，则经各方协商一致同意，本协议可终止。

#### 第7条 协议的终止

- 7.1 如果出现了下列情况之一，则乙方有权在通知甲方、丙方后终止本协议，并收回本协议项下的增资：
- (1) 如果甲方或丙方违反了本协议的任何条款，并且该违约行为使本协议的目的无法实现。
  - (2) 如果出现了任何使甲方或丙方的声明、保证和承诺在实质意义上不真

实的事实或情况。

- (3) 本协议所述乙方缴付投资款的先决条件在本协议签署之日起 1 个月内未得到完全满足。
- 7.2 如果出现了下列情况之一，则甲方或丙方有权在通知乙方并退回本协议项下的增资后终止本协议：
- (1) 如果乙方违反了本协议的任何条款，并且该违约行为使本协议的目的无法实现。
- (2) 如果出现了任何使乙方的声明、保证和承诺在实质意义上不真实的事实或情况。
- 7.3 在任何一方根据本条 7.1、7.2 款的约定终止本协议后，除本协议第 5 条（违约责任）、第 7 条（协议的终止）、8 条（适用法律和争议解决）、9 条（保密）以及终止之前基于本协议已经产生的权利、义务外，各方不再享有本协议中的权利，也不再承担本协议的义务。
- 7.4 发生下列情形时，经各方书面同意后可解除本协议：本协议签署后至股东登记手续办理完成前，适用的法律、法规出现新的规定或变化，从而使本协议的内容与法律、法规不符，并且各方无法根据新的法律、法规就本协议的修改达成一致意见。
- 7.5 任何一方依照约定单方终止履行本协议的，应以书面形式通知另一方，本协议自通知送达之日起终止。
- 7.6 本协议的变更及终止不影响各方要求损害赔偿的权利。因本协议变更或终止协议致使协议一方遭受损失的，除依法可以免除责任的以外，应由责任方负责承担或赔偿损失。

#### 第 8 条 适用法律和争议解决

- 8.1 本协议受中华人民共和国法律（就本款约定而言不含中国香港特别行政区、中国澳门特别行政区、中国台湾地区法律）管辖并据之解释。
- 8.2 凡因本协议引起或与本协议有关的任何争议，各方应首先通过友好协商解决，协商不成，任何一方均可将争议提交北京仲裁委员会，并按其提交仲裁时该会有效的仲裁规则进行裁决。仲裁应用中文进行。仲裁庭应由三（3）名仲裁员组成。仲裁裁决为终局裁决，对各方均有约束力。
- 8.3 当产生争议及争议正按前条规定解决时，除争议事项外，各方有权继续行使本协议项下的其他权利，并应履行本协议项下的其他义务。

#### 第 9 条 保密

- 9.1 任何一方（“接收方”）保证对另一方（“披露方”）提供的项目相关信息（“保密信息”）严守秘密，除为履行项目之目的向接收方有知悉必要的董事、高管、雇员或咨询顾问（合称“关联人员”）披露保密信息外，未

经披露方书面同意，不向任何第三方泄漏。接收方将促使其关联人员履行与接收方同等的保密义务。

9.2 上述条款不适用于以下任一情况：

- (1) 披露方向接收方披露保密信息之时，保密信息已以合法方式被接收方知悉。
- (2) 非因接收方原因，保密信息已经公开或能从公开领域获得。
- (3) 保密信息是接收方从与披露方没有保密义务的第三方获得。
- (4) 应法律法规及其他监管规定之要求披露。
- (5) 应法院、仲裁机构、证券交易所、政府等有权机关之要求披露。

9.3 本条在本协议签订后立即生效并于本次增资扩股完成或本协议因任何原因终止之日起满 12 个月时终止。

#### 第 10 条 通知

10.1 本协议项下的所有通知均应以书面形式作出，按下文所载明的联系方式用电子邮件或快递方式（包括 EMS）发出。该等通知以电子邮件发出，则在发出方正确填写电子邮件地址且在发出后超过 8 小时（按邮件发出地所处时区计算）且无论是否收到系统退回邮件或收到邮件的提示均视为进入对方数据电文接收系统并视为送达；若以快递方式发出，则于邮件寄出后的第三个工作日视为送达。

10.2 任何一方的联系信息中的任何事项发生变化时，该方应在变化发生之日起三个工作日内通知其他方。逾期未通知的，其他方根据约定按变化前的联系信息发出的通知和/或其他书面文件视为送达。

10.3 本协议当事人的联系信息如下：

甲 方：梦金园黄金珠宝集团股份有限公司

收件人：王泽钢

地 址：山东省昌乐县宝石城二路 1388 号梦金园工厂

邮 编：262400

电子邮件：mjoy9999@mokingran.com

电 话：15620075252

乙 方：中信证券投资咨询有限公司

收件人：张丽

地 址：北京市朝阳区亮马桥路 48 号中信证券大厦 17 层

增资扩股协议

邮 编：100026

电子邮件：zhli@citics.com

电 话：13910729921

丙方一：

收件人：王忠善

地 址：山东省昌乐县宝石城二路 1388 号梦金园工厂

邮 编：262400

电子邮件：m jy9999@mokingran.com

电 话：13906360110

丙方二：

收件人：张秀芹

地 址：山东省昌乐县宝石城二路 1388 号梦金园工厂

邮 编：262400

电子邮件：m jy9999@mokingran.com

电 话：13805363985

丙方三：

收件人：王国鑫

地 址：山东省昌乐县宝石城二路 1388 号梦金园工厂

邮 编：262400

电子邮件：m jy9999@mokingran.com

电 话：18365630018

丙方四：

收件人：王娜

地 址：山东省昌乐县宝石城二路 1388 号梦金园工厂

邮 编：262400

电子邮件：m jy9999@mokingran.com

电话：18660681888

- 10.4 本通知条款在法律不禁止的范围内也适用于司法或仲裁等争议解决程序的相关通知。本通知条款中各方的联系信息均为司法或仲裁等争议解决程序相关文书的有效送达地址，适用于有关程序的各个阶段。效力性强制性法律规定另有规定的，从其规定。

#### 第 11 条 其他

- 11.1 本次交易文件项下涉及公司股权结构、治理、经营、资产、业务及财务会计方面的条款，均应适用于公司控制的实体（不论该等实体在本次交易文件的签署日是否已经成立）。
- 11.2 丙方向乙方保证，对于甲方在本协议项下的义务承担连带责任。丙方承诺在本协议签署时向乙方出示相应的股东（大）会等有权机关决议和/或相关批准文件的原件并交付相应复印件（自然人无需提供决议）。
- 11.3 甲方、丙方承诺，在本次投资相关的磋商、协议签订与履行中，甲方、丙方自身且其相关员工、关联方、代理人等未向乙方相关员工及其关联方、代理人等直接或间接提供或承诺任何货币或其他形式的非法利益。各方将在本协议项下严格遵守法律法规、行业规范和自律规则，坚守社会公德、商业道德、职业道德和行为规范，廉洁从业、合规经营、诚实守信，不直接或间接向合同其他方或任何第三方输送不正当利益或者谋取不正当利益，遵守反洗钱、反恐怖融资相关法律法规。本协议任何一方如被列入中国、美国等国家的政府或联合国、欧盟等政府间国际组织发布的制裁决议的范围，有义务及时（不晚于决议发布后 2 个工作日）通知本协议的其他各方。
- 11.4 如经乙方同意，在符合本次投资相关保密要求的前提下，本合同一方为客观描述本次投资之事实，可对乙方的名称（含简称）进行事实性的引述；未经乙方或其关联方事先书面同意，无论乙方当时是否直接或间接持有公司股权，本合同其他各方不得（且应促使其各自的关联方均不得）为任何营销、广告或任何其他目的的使用、公布或复制乙方或其关联方的商标或品牌（包括“中信”、“中信证券”、“中信证券投资”以及上述品牌的附属标志及图案）或任何类似公司名称、商号、商标、产品或服务名称、域名、图案标示、标志、标识或通过特定描述使第三方能够识别乙方或其关联方。
- 11.5 各方同意：为便利就本次交易请求政府机构实施特定行为（例如工商登记）之目的，各方可根据本次交易文件签署内容与本次交易文件不矛盾、不冲突的简版协议；简版协议仅用于上述约定目的、不构成或证明相关当事人基于简版协议享有权利和义务（下称“简版协议用途安排”）。如根据效力性强制性规定，简版协议用途安排无效，则本次交易文件全面优先于简版协议，如有任何矛盾、冲突

或不一致均以本次交易文件为准，在简版协议中未反映的本次交易文件的内容应视为其对简版协议的修订和补充。甲方依法履行相关程序制定或不时修订的公司章程或者相关方另行签署的股东协议对于相关事项的约定与本次交易文件不一致或冲突的，该等约定不影响各方在本次交易文件项下的权利和义务。

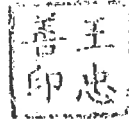
- 11.6 一方当事人或其代表通过调查或其他任何途径知悉任一其他方的陈述和保证不真实、不准确或不完整而未追究的，或者豁免部分先决条件的，不导致丧失对违约方进行追索的任何权利。任何交易习惯以及一方当事人没有或延迟行使任何权利或救济不构成对该权利的放弃，任何权利的放弃必须以书面形式正式做出。
- 11.7 本协议中标题仅为阅读方便，在任何情况下不得作为对本协议内容的解释。本次交易文件项下的权利是可累积的，依法不可累积的，权利人可择一行使；本协议中如有一项或多项条款在任何方面根据任何适用法律是不合法、无效或不可执行的，各方应采取合法的替代方案以实现该条款的效果和目的，且本协议的其它条款仍应完全有效并应被执行。
- 11.8 本协议及其附件（如有）构成了各方之间就本次增资扩股相关事宜达成的全部和唯一的协议，并取代了一切先前达成的谅解、安排、约定或通信。
- 11.9 本协议对各方及其权利义务继承人均有约束力。未经对方书面同意，任何一方不得转让其在本协议中的权利或义务。本协议未尽事宜，相关方可协商另行签订补充协议。
- 11.10 各方分别声明，各方已履行内、外部程序（如涉及）确保其具有签署和履行本协议的权利/权力，各方授权代表已获得本方正式授权。本协议经各方法定代表人或授权代表签字并加盖公章（自然人应当本人签字），于本协议首部载明的日期成立并生效。本协议壹式陆（6）份，各方各执贰（2）份，其余用于办理工商登记等手续，各份具有同等法律效力。（以下无正文）

(本页无正文，为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》的签字页)

甲方：梦金园黄金珠宝集团股份有限公司

(盖章)

法定代表人或授权代表人签字



增资扩股协议

(本页无正文，为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》的签字页)

乙方：鼎信证券投资有限公司

(盖章)

法定代表人或授权代表 签章：



Handwritten signature in black ink, appearing to be '王浩'.

增资扩股协议

(本页无正文，为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》的签字页)

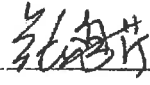
丙方一：王忠善



增资扩股协议

(本页无正文，为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》的签字页)

丙方二：张秀芹



增资扩股协议

(本页无正文，为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》的签字页)

丙方三：王国鑫 王国鑫

增资扩股协议

(本页无正文, 为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》的签字页)

丙方四: 王娜

王娜

印



本件与原件一致



姓名 张芳芳  
性别 女 民族 汉  
出生 1978 年 09 月 09 日  
住址 深圳市福田区  
24 号 7 号楼 3 单元  
301 室  
公民身份号码 330302197809093014



张芳芳



中华人民共和国  
居民身份证

签发机关 福田区公安分局

有效期限 2005.12.03.0000-12.02

此件与原件一致

姓名 王国臻

性别 男 民族 汉

出生 1982年 6月 28日

住址 广东省广州市天河区  
北环路与科苑路交界  
处



公民身份号码 370721198206280016



中华人民共和国  
居民身份证

签发机关 深圳市公安局分局

有效期限 2012.06.28-2020.06.28



中华人民共和国  
居民身份证

签发机关 巨野县公安局  
有效期限 2018.07.24-2038.07.24

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增资扩股协议之补充协议（三）

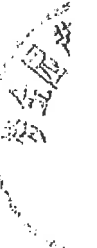
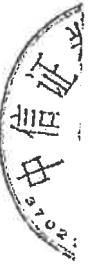
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附件二

《补充协议（一）》

关于  
梦金园黄金珠宝集团股份有限公司  
之  
增资扩股协议之补充协议

2022年 8月 15日



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## 增资扩股协议之补充协议

本《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议》（下称“本补充协议”）于2022年【8】月【15】日在北京市朝阳区成立。

甲方（“标的企业”或“公司”）：梦金园黄金珠宝集团股份有限公司

统一社会信用代码：9112000074242585X1

注册地址：天津市滨海高新区华苑产业区梓苑路15号

法定代表人：王忠善

乙方（“投资人”）：中信证券投资有限公司

统一信用社会代码：91370212591286847J

注册地址：青岛市崂山区深圳路222号国际金融广场1号楼2001户

法定代表人：方浩

丙方（“实际控制人”）：

丙方一：王忠善，中国公民，身份证号370725196402144178

丙方二：张秀芹，中国公民，身份证号37072519661006164

丙方三：王国鑫，中国公民，身份证号370725199006210618

丙方四：王娜，中国公民，身份证号370725198709179018

各丙方对彼此在本协议项下的义务承担连带责任。

自然人作为本补充协议签署方的，应当提供并标注身份证件号码，同时提供身份证件的清晰复印件或扫描件作为本补充协议的附件，并应视乙方要求进行面签并同意乙方对签署过程录像存档。

上述合同方在本补充协议中单独称为“一方”，合并称为“各方”，各丙方共同并分别地称为“丙方”。

鉴于：

1. 甲方希望增加注册资本并引进投资者进行增资扩股，甲方、丙方同意乙方以出资款人民币49,999,992元增资甲方，各方已于2022年【8】月【15】日就本次增资扩股事宜签署了《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》（下称“《增资扩股协议》”）。

2. 本补充协议中所有术语，除非另有说明，否则其定义与《增资扩股协议》

中的定义相同。

3.各方同意，乙方在本次交易文件项下享有的权利，适用于其(i)通过本次交易获得的股权/股份/权益，及；(ii)通过行使本次交易文件项下相关权利获得的股权/股份/权益，及；(iii)在后续公司资本结构调整、引资、重组等事项中获得的由前述(i)和(ii)转化而来的股权/股份/权益。

为促使乙方参与本次增资扩股，各方达成补充协议如下：

## 第1条 公司治理

1.1 乙方享有作为股东所享有的对公司经营管理的知情权和进行监督的权利，乙方有权取得公司财务、管理、经营、市场或其它方面的信息和资料，乙方有权向公司管理层提出建议并听取管理层关于相关事项的汇报。公司应按时提供给乙方以下资料和信息：

- (1) 在每次董事会召开后5个工作日内将董事会会议记录及决议通过传真及特快专递方式送达乙方。
- (2) 每季度结束后20日内，提供该季度最后一月的财务报表，含利润表、资产负债表和现金流量表。
- (3) 每会计年度结束后30日内，提供公司年度合并财务报表，含利润表、资产负债表和现金流量表。
- (4) 每会计年度结束后120日内，提供公司年度合并审计报告。
- (5) 在每会计年度结束后30日内，提供公司下年度业务计划、年度预算和预测的财务报表。
- (6) 在乙方收到财务报表后，提供合理、充分的机会供乙方与公司就财务报表进行讨论及审核。
- (7) 按照乙方要求的格式提供其它统计数据、其它财务和交易信息，以便乙方被适当告知公司信息以保护自身利益。

## 第2条 股权的回售（回购）

2.1 如出现以下情况之一（无论出现该等情况是否与不可抗力有关，下称“回购情形”），丙方和/或甲方应立即书面通知乙方，且乙方享有回售权（也称“回购权”），即有权视甲方上市前景及经营状况自主选择时机要求丙方连带地回购和/或受让乙方所持有的全部或部分公司股权（包括乙方通过行使本次交易文件项下相关权利获得的股权/股份/权益，以及因公司发生重组等事项而持有的转换而来的股权/股份/权益），丙方具有按本补充协议约定的回售或转让价格受让该等股权的义务。经乙方书面同意，丙方可指定第三方履行回购义务，在此情况下，丙方对该等第三方支付相应回购价款的义务承担连带责任。丙方若自接到乙方书面通知之日起满60日内未按照本协议履行回购义务时，则乙方有权决定将该等股权转让给第三方；

乙方向第三方转让股权的价款低于 2.2 确定的回购价款的部分，乙方可以直接要求丙方予以补足。

- (1) 甲方未在 2024 年 12 月 31 日前启动并完成合格上市。
- (2) 甲方和/或丙方明示放弃或以自己的行为放弃甲方上市安排或相关工作或甲方上市已存在实质障碍。
- (3) 甲方的实际控制人发生变化，经营方式或业务范围发生实质性调整，发生合并、分立、解散、清算或视同清算、被托管或变更公司组织形式的情形，并且不能得到乙方的同意。解散、清算等导致乙方所持有的公司股权消灭或限制转让的，不影响乙方取得回购价款的权利，乙方取得回购价款后如仍持有公司股权且依法可以转让，相应股权无偿或以法律允许的最低价转让给付款的一方，税费由受让方承担。
- (4) 甲方和/或丙方与其他投资人之间任何已披露或未披露的对赌（例如约定情形发生时，回购或受让甲方股权，或给予股权或现金补偿，或将所持甲方股权转换为债权）被触发。本项回购情形中，丙方应优先回购和受让乙方所持有的股权。为免疑义，上述对赌被触发导致甲方支付补偿款的，乙方可行使回售权，也可要求丙方在指定期限内按甲方支付补偿款的金额对甲方进行现金补偿。若丙方通过其他实体直接或间接持有或控制甲方的股权，该等实体相关对赌也适用本款约定。
- (5) 甲方的管理团队在甲方任职期间存在重大个人诚信问题（如：隐瞒股权、资产等纠纷、隐瞒账外现金和销售收入、销售财务数据造假、商业欺诈、泄露商业秘密、发生不良行为或丑闻等）；甲方的实际控制人违反本次交易相关声明、承诺或陈述、保证，或出现重大个人诚信问题，或发生侵占公司财产的行为。
- (6) 甲方生产经营发生重大责任事故、重大声誉风险或遭受重大行政处罚，或主营业务相关资质被有权机关终止或暂停，或主要知识产权被有权机关认定无效或涉及重大纠纷，或重大资产被查封、冻结或扣押；继续持有甲方股权违反乙方所适用的法规政策，或甲方被相关国家或政府间国际组织制裁。
- (7) 甲方和/或丙方所作的披露、声明、承诺、陈述或保证存在虚假、不准确、误导或遗漏之情形，或实质性违反本次交易文件其他约定。

2.2 各方确认，乙方有权按以下方法确定回购价款：

- (1) 回购价款=A+B-C，其中：A=乙方出资款；B=将 A 按 8% 单利的年收益水平计算的数额（收益计算期间为乙方支付出资款之日起至收清回购价款之日）；C=乙方从甲方历次取得股利的总和。

为免疑义，乙方通过行使本次交易文件项下相关权利（例如反稀释补偿权）而获得的股权/股份/权益（下称“补偿所得股权”）的回购价款=A1+B1-C1，其中：A1=补偿所得股权的现金价值，即：在相关补偿情形中，与补偿所得股权对应的、假设采取现金补偿方式的现金补偿金额；B1=将 A1 按 8% 单利的年收益水平计算的数额（收益计算期间为补偿义务产

生之日至乙方收清回购价款之日)；C1=乙方获得补偿所得股权后从甲方历次取得该等股权对应的股利的总和。

- (2) 为免疑义，在乙方收到全部回购价款前，如丙方以高于本款约定的回售/转让价格对外转让股权，则乙方有权要求按该等较高的价格确定回售/转让价格。
- 2.3 乙方要求丙方受让其持有的甲方全部或者部分股权的，丙方有义务按约定受让股权，各方承诺配合执行，丙方应在收到乙方书面通知之日起1个月内安排受让乙方股权（包括视乙方要求签署转让股权相关协议），在收到乙方书面通知之日起3个月内将回购价款足额支付给乙方。
- 2.4 丙方未按约定履行回购相关义务的（例如与乙方签署回购或转让协议、支付回购价款），应视不同违约情形，自约定的回购相关义务（例如签署回购或转让协议、支付回购价款）履行期限届满之日起，每日向乙方支付违约金，标准为回购价款乘以万分之五。
- 2.5 各方同意：（1）乙方收清回购价款之前，仍就其要求回售的公司股权享有法定和约定的完整股东权利。（2）乙方通过行使回售权或者甲方合格上市等方式退出本次投资时，乙方不会被要求向任何人作出赔偿或补偿的承诺。

### 第3条 股权、资产处分限制

- 3.1 甲方完成合格上市前，未经乙方书面同意，丙方不得转让超过5%的公司股权，或进行股权质押等任何其它设置权利负担的行为。
- 3.2 丙方经乙方同意向第三方（包括行使优先购买权而受让股权的主体）转让公司股权的，乙方有共同出售权，即有权按照丙方与第三方达成的价格与条件，优先于丙方向第三方转让股权，其他各方应配合乙方完成共同出售。如届时第三方拒绝乙方行使共售权，或者要求乙方承担超出财务投资人角色的责任（例如就公司经营和资产状况等作出承诺、承担回购等义务），无论该等责任是否属于前述“丙方与第三方达成的价格与条件”的一部分，丙方应当先按照前述价格与条件（但不包括“超出财务投资人角色的责任”）收购乙方行使共售权对应的股权，否则不得向该第三方转让股权。
- 3.3 若丙方通过其他实体直接或间接持有或控制甲方股权，丙方转让、出售、赠与、质押、设置权利负担于或以其他方式直接或间接处置其持有或控制的其他实体或甲方股权的，也适用于本条前述条款关于股权处分限制的约定。
- 3.4 就出资日前已向乙方披露且已实施的员工股权激励计划，以及出资日后经乙方同意的员工股权激励计划而言，丙方将其所持甲方股权转让给该等员工股权激励计划的，不受本条关于股权处分的限制。
- 3.5 未经乙方书面同意，甲方不得且除乙方以外的其他各方承诺促使甲方及其控制的实体不得转让主营业务资产（包括有形资产和无形资产），或者以不合理的价格授权他人使用。

- 3.6 本条项下的转让股权、资产包括通过信托、托管、质押、秘密协议、代为持有，让渡与股权相关的表决权、提名权、分红权或者与资产相关的收益权等形式，转让或者变相转让部分或全部的股权、主营业务资产，或者通过任何其他形式导致该等股权或资产的控制权的处置或转移。丙方不得采取旨在通过其自身或关联方直接或间接处置、发行、购回股权或者减少注册资本等任何方式规避股权、资产处分限制相关约定的行为。对违反本条款约定的行为，甲方不得以其股东名册、章程等文件予以确认或记载认可。乙方不同意处分股权、资产的，不负有收购该等股权、资产的义务。
- 3.7 各方同意乙方可向其关联方转让和出售其持有的公司的全部或部分股权，各方同意就此放弃优先购买权并配合完成相关手续。

#### 第4条 后序投资者进入的限制和最优惠权

- 4.1 各方同意，甲方自《增资扩股协议》签署后至完成合格上市前以任何方式引进后序投资者（包括发行可转换为股权的各种权证或者其他形式的权益证券等方式引进的后序投资者，下同），应确保后序投资者的投资条件和投资价格不得优于本次交易文件乙方的投资条件和投资价格。在征得乙方书面同意后，其投资条件或投资价格可优于本次交易的乙方投资条件或投资价格，在此情况下：
- 乙方自动享有该等更优惠投资条件，且有权将乙方本次投资价格追溯调整为后序投资者的投资价格（下称“调整后价格”），并根据调整后价格，基于乙方本次投资的出资款金额重新计算乙方本次投资有权获得的股权数量，该股权数量与乙方本次投资实际获得的股权数量的差额（下称“差额股权”或“差额数量”），乙方有权要求丙方和/或甲方（下称“反稀释补偿义务人”）采取以下措施之一或组合予以补偿：（i）给予乙方现金补偿，现金补偿金额为乙方本次投资的出资款与按更优条件确定的投资额（即乙方本次投资实际获得的股权数量乘以调整后价格）的差额，或者等同于按该后序轮投资时公司估值计算的差额股权的价值的金额，以二者孰高为准；（ii）由除甲方以外的反稀释补偿义务人无偿向乙方转让上述差额数量的公司股权；（iii）按届时公司的注册资本面值或法律允许的最低每股价格，计算上述差额股权的价格，由除甲方以外的反稀释补偿义务人将该等价格支付给乙方，使乙方能够认购甲方新增注册资本（认购数量为上述差额数量、认购价格为上述最低每股价格）。
- 4.2 落实反稀释补偿相关税费由反稀释补偿义务人承担，如涉及乙方依法应缴纳的税费，反稀释补偿义务人应将该等税费金额支付给乙方。
- 4.3 若丙方通过其他实体直接或间接持有或控制甲方的股权，该等实体以任何方式引进后序投资者的，也适用本条前述条款关于后序投资者的投资条件和投资价格不得优于本次交易文件乙方的投资条件和投资价格的约定，以及乙方有权获得相应保护的约定。

- 4.4 公司在本次交易之前的股东，以及公司在本次交易的同时以任何方式引进的投资者，如乙方认为其享有更优惠权利，乙方自动享有该等更优惠权利，但公司已向乙方披露并经乙方书面同意不享有该等优惠权利的除外。
- 4.5 就出资日前已向乙方披露且已实施的员工股权激励计划，以及出资日后经乙方同意的员工股权激励计划而言，公司增发股权不受本条的限制。

#### 第5条 优先购买权、优先认购权、拖售权

- 5.1 甲方完成合格上市前，丙方在不违反本次交易文件其他条款和有关法律法规的前提下向公司股东以外的第三方转让其所持有的部分或全部甲方股权时，乙方享有同等条件下的优先购买权，丙方应就其股权转让相关事项事先书面通知乙方，乙方自接到书面通知之日起满30日未以书面形式作任何答复的，视为放弃优先购买权。为免疑义，如果拟受让方以非现金形式的对价购买上述股权，乙方行使上述优先购买权时，有权以等同于该等对价之价值的现金作为支付方式，自乙方书面通知丙方行使优先购买权之日起10日内，丙方与乙方就该等对价之价值未能达成一致的，可由双方一致认可的评估机构评估确定，甲方应予配合。
- 5.2 甲方完成合格上市前，甲方在不违反后序投资者进入的限制相关约定的前提下新增资本的，乙方享有同等条件下的优先认购权（即优先按照实缴出资比例认缴出资），甲方应就其新增资本相关事项事先书面通知乙方，乙方自接到书面通知之日起满30日未以书面形式作任何答复的，视为放弃优先认购权。
- 5.3 如果在乙方按照本补充协议要求丙方履行回购义务后，乙方无论因任何原因未如约足额收到回购价款，则乙方享有拖售权。经乙方书面通知，乙方有权将其所持甲方全部或部分股权转让给第三方，并有权要求各方根据乙方要求和安排随同乙方一起出售其拥有的甲方全部或部分股权，具体股权比例按乙方要求执行。各方不得仅以该等第三方与乙方存在关联关系而认为交易不真实或有恶意。被拖售的各方应就其所拥有的全部表决权并督促其委派的董事就其拥有的全部表决权投票同意与乙方行使拖售权相关的股权转让，并配合办理有关手续。各方同意采取行动以确保乙方行使拖售权不会受制于相关方依法依约享有的优先购买权、异议股东回购请求权、重大事项否决权（如涉及）、股权处分限制权等权利。在本款约定的情形下，经乙方同意不随同乙方一起出售股权的，应当按乙方要求以不低于上述向第三方转让的价格和条件受让乙方拟出售的股权并在接到乙方通知后一个月内付清相应的股权价款。

#### 第6条 竞业禁止和全职工作

- 6.1 丙方承诺，未经乙方书面同意，所有同公司现有经营有关的业务应由公司或其控股子公司经营，丙方不得直接或间接以任何形式（包括以股东、合伙人、董事、监事、经理、职员、代理人、顾问等等身份，无论是否取得报酬或收益）从事与公司业务相同、相似或相关联的业务，不得直接或间

接以任何方式诱导或促使与公司有业务往来的实体和/或为公司工作的个人终止其与公司的关系。

- 6.2 甲方和丙方承诺并确保，公司应在本补充协议生效后 30 日内与所有董事、监事、高级管理人员、管理层的其他主要成员及核心技术人员签订竞业禁止协议，约定该等人员不得在除公司以外的同类企业担任职务、不得另外经营与公司有竞争的业务。对于本补充协议生效后新入职的上述人员，公司应在其入职前与其签署同样的竞业禁止协议。

## 第 7 条 优先清算权

- 7.1 公司根据法律法规、章程、股东（大）会决议等发生解散、终止等情形的（下称“清算事件”），乙方享有优先清算权，即在公司资产根据法律规定的优先顺序支付清算费用和偿还公司债务（如有，包括有关员工及税务责任）后，剩余资产应按照以下方式进行分配：乙方有权优先于本补充协议其他各方获得等同于下述两者之和的清算优先额（“清算优先额”）：  
（i）乙方的出资款；（ii）乙方的出资款按照年化率 8% 计算所得的数额（自乙方支付出资款之日起至乙方收到全部清算优先额之日按日计算）。按上述方式进行分配且乙方获得全部清算优先额之后，仍有未分配剩余财产的，乙方有权按照届时持股比例继续参与分配。为免疑义，若存在需要依据本次交易文件调整公司股东持股比例的情况，但调整后股权比例尚未完成股东名册或工商变更登记，乙方持股比例应以调整后股权比例为准。
- 7.2 公司和/或其子公司被兼并或实际控制权发生变化的，或者在一次交易或多次相关交易中，公司和/或其子公司直接或间接拥有的全部/实质性全部资产或核心资产被出售、出租、转让、独家/排他许可或被以其他形式处分的，视同清算事件，除非乙方届时另行书面通知公司上述事项不构成视同清算事件。对于视同清算事件，乙方亦无条件对该等事件中获得的所有资产及收益（“出售收益”）享有优先清算权，乙方有权优先于各方获得等同于以下两者孰高的出售优先额（“出售优先额”）：（i）出售收益乘以紧邻视同清算事件之前的时点乙方在公司的持股比例；（ii）本补充协议约定的清算优先额。其他各方应当且应当促使视同清算事件中获得出售收益的主体执行上述分配原则，并促使有义务支付对价的主体，优先将该等对价支付/交付给乙方，直至乙方获得出售优先额。
- 7.3 如因任何原因导致公司发生清算事件或视同清算事件时不能直接按上述分配方案执行的，各方同意：（i）将其各自的清算所得/出售收益加总后，按上述分配原则在乙方和本补充协议其他各方之间进行再分配，或者（ii）以无偿赠与或法律许可的其他方式实现乙方享有的清算优先权，税费由丙方承担。实施上述分配方案之后，乙方实际获得款项未达到清算优先额的差额，由丙方予以补足。

## 第8条 权利终止和恢复安排

- 8.1 在公司提交合格的首次公开发行申请时，若本补充协议项下乙方权利相关条款与届时适用的上市规则存在冲突而需要终止，则该等条款在适用的上市规则所要求的最晚期限前自动终止（届时各方也可另签终止协议，未另签协议不影响自动终止）。但是，如果公司出现以下情形之一，则该等条款的效力立即自动恢复且视为从未终止（届时各方将视乙方要求另签恢复协议，未另签协议不影响自动恢复），乙方继续享有该等权利：（i）首次公开发行申请被撤回，或者被监管部门或相关交易所否决、终止审查、不予注册或不予受理；（ii）监管部门或相关交易所对首次公开发行申请予以核准或注册后被撤销，或者公司未在核准或注册有效期内完成发行。各方同意：相关主体对该等条款约定的义务承担连带保证责任/连带责任的，连带保证责任/连带责任届时与该等条款一同恢复且视为从未终止。

## 第9条 特别承诺

- 9.1 甲方承诺，对丙方在本次交易文件项下的和/或基于本次交易文件将产生的义务（包括但不限于丙方根据相关回购安排所承担的对乙方支付回购价款的义务）承担连带保证责任（保证期间为3年），上述义务因上市申报或有权机关要求而终止且之后恢复的，上述连带保证责任一同恢复且视为从未终止。甲方声明已依法、依章程就本补充协议项下连带保证责任/连带责任的取得其内部有权机关决议授权；甲方承诺在本补充协议签署时向乙方出示相应的股东（大）会等有权机关决议和/或相关批准文件的原件并交付复印件；甲方违反约定给乙方造成损失的，应赔偿损失并承担违约责任。
- 9.2 各丙方在本补充协议项下的义务和责任是连带的。丙方声明已依法、依章程就本补充协议项下连带保证责任/连带责任的取得其内部有权机关决议授权，并承诺在本补充协议签署时向乙方出示相应的股东（大）会等有权机关决议和/或相关批准文件的原件并交付复印件（自然人无需提供决议），丙方违反约定给乙方造成损失的，应赔偿损失并承担违约责任。

## 第10条 账户查询、冻结、限制、扣划安排

- 10.1 甲方和丙方不可撤销地同意，甲方和/或丙方未履行本次交易文件项下义务的，乙方及其关联方有权对甲方和/或丙方开立在乙方及其关联方任意账户（包括在乙方各级母公司、子公司、分支机构及其他关联方开立的期货资金账户、股票期权交易账户、基金理财账户、证券资金账户中的一个或多个，下同）的部分或全部资产即时采取账户信息查询、冻结可用资金、限制开新仓、限制出金或扣划资金等一种或多种措施，直至前述义务履行完毕或抵扣完毕。发生本条款情形时，甲方和/或丙方不就乙方及其关联方采取的上述措施及期间账户可能产生的损失（包括账户投资收益损失、孳息损失、交易税费等）向乙方及其关联方主张补偿和/或赔偿。
- 10.2 为免疑义，甲方和丙方不可撤销地确认，即便乙方的关联方并不签署本补充协议，本条款在甲方、丙方和乙方的关联方之间仍然有效。

## 第 11 条 其他

- 11.1 乙方权利不受影响。各方确认和承诺，本次交易文件是基于合理商业考量和平等协商达成的，各方知悉和理解本次交易文件的条款及其含义，乙方权利不因相关义务人是否公司股东等身份或该等身份的变化，或公司调整组织形式而受不利影响。
- 11.2 乙方权利的落实。乙方以外的其他各方对于本次交易文件项下乙方享有和行使相关权利（如公司治理、回售相关权利），承诺亲自并促使相关主体在董事会/股东（大）会的召开、投票表决和决议（如减资决议），股东名册变更，公司章程与本次交易文件不一致内容的修订，有权机关的备案审批，法律文件的签发等方面，采取一切必要行动，保障乙方权利有效、可执行。甲方承诺不会在其股东名册、章程、董事会/股东（大）会文件等文件中对不符合本次交易文件的事项予以确认或记载认可。各方承诺，就本次交易文件约定的在有关事项（例如公司治理、回购、拖售）中为支持乙方权利而负有的投票义务而言：（i）该方在此不可撤销地委托、任命和指定乙方在且仅在以下情形中，代表该方届时持有的全部投票权，就该等事项投票以支持乙方利益：该方未按约定投票或者试图不按约定投票（包括亲自投票、授权他人投票或以提交书面文件方式投票等任何方式）；（ii）该方在此撤销一切与其所持股权相关的代理权或投票权委托（如有），承诺不再以任何方式直接或间接就其所持股权授予任何代理权或投票权委托。因违反承诺给乙方造成损失的，应赔偿损失并承担违约责任。
- 11.3 权利之间的关系。乙方依本次交易文件享有的权利，与乙方依法或依其他协议、章程等文件享有的权利是可并行和累积的，如果由于法律、行政法规的效力性强制性规定而不可并行或累积，乙方有权选择行使相关权利。乙方行使业绩补偿权、反稀释权、拖售权等权利的，不受相关方依法依约享有的优先购买权、优先认购权、异议股东回购请求权、重大事项否决权、股权处分限制权或共同出售权（如涉及）等权利的限制，如该等权利依法不可事先放弃，则届时相关方应无条件签署且丙方应督促其签署书面文件放弃该等权利并积极配合乙方行使权利。
- 11.4 本次交易文件的效力不受影响。甲方不时制定或修改的公司章程或者公司相关股东（包括本补充协议任一方）不时另行签署的股东协议等其他文件对于相关事项的约定与本次交易文件不一致或冲突的，不影响各方在本次交易文件项下的权利和义务。本次交易文件不因其他文件作出“取代各方此前签署的协议”等类似意思表示而被终止、解除或取代。在本补充协议的任意各方之间，就本次交易文件全部或部分被终止、解除或取代而言，仅当同时具备以下条件（下称“失效条件”）时才具有法律效力：由且仅由本次交易文件的全休签署方，在同一份文件中，指明每一份本次交易文件的准确全称及其每一名签署方的准确全称，并明确表达终止、解除或取代本次交易文件的意思。在失效条件未全部满足的情况下，无论任何时候、任何原因导致本次交易文件全部或部分失效，视为各方立即按照本次交易文件中与该等失效内容相关的文字表述，重新建立、确认、恢复和同意执

行相应的法律关系和权利义务，以实现本次交易文件效力不受影响之目的，届时各方应视乙方要求签署相应书面文件。

- 11.5 本补充协议的效力和解释。本补充协议与《增资扩股协议》具有同等法律效力。本补充协议各方知悉并认可《增资扩股协议》的内容，本补充协议没有约定的（包括但不限于定义、违约责任、通知和送达、适用法律及争议解决条款），适用《增资扩股协议》。本补充协议中标题和称谓仅为阅读方便，不得作为对本补充协议内容的解释。
- 11.6 本补充协议的各项约定均可强制执行，本补充协议如有条款根据任何适用法律是不合法、无效或不可执行的，各方应采取合法的替代方案以实现该条款的效果和目的，且本补充协议的其它条款仍应完全有效并应被执行。一方当事人或其代表通过调查或其他任何途径知悉任何其他方的陈述和保证不真实、不准确或不完整而未予追究的，或者豁免部分先决条件的，不导致丧失对违约方进行追索的任何权利。任何交易习惯以及一方当事人没有或延迟行使本补充协议项下的任何权利或救济不构成对该权利的放弃，任何权利的放弃必须以书面形式正式做出。
- 11.7 各方分别声明，各方已经履行内部程序确保其具有签署和履行本补充协议的权利/权力，各方授权代表已获得该方正式授权。本补充协议经各方法定代表人或授权代表签字并加盖公章（自然人应当本人签字）、于本补充协议首部载明的日期成立并生效。本补充协议壹式陆（6）份，协议各方各执贰（2）份，各份具有同等法律效力。（以下无正文）

增资扩股协议之补充协议

(本页无正文,为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议》的签字页)

甲方:梦金园黄金珠宝集团股份有限公司

(盖章)

法定代表人或授权代表人签章:

乙方:江西中信证券投资有限公司

(盖章)

法定代表人或授权代表人签章:

丙方一:王忠善

王忠善

丙方二:张秀芹

张秀芹

丙方三:王国鑫

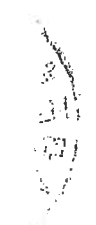
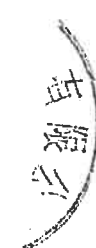
王国鑫

丙方四:王娜

王娜



王忠善



姓名 王忠善  
性别 男 民族 汉  
出生 19... 年 月 日  
住址 ...  
公民身份号码



本件与原件一致

中华人民共和国  
居民身份证



签发机关 巨野县公安局  
有效期限 2007.12.27-2027.08.27

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中华人民共和国  
居民身份证

签发机关 北京市公安局  
有效期限 2005.10.01至2010.10.01

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出生 1983年06月28日

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101号



公民身份号码 370721198306280016



中华人民共和国  
居民身份证

签发机关 深圳市公安局罗湖分局

有效期限 2012.06.28-2017.06.28



中华人民共和国  
居民 身 份 证

签发机关 昌乐县公安局

有效期限 2018.03.24-2035.07.24

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增资扩股协议之补充协议（三）

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（附件三）

《补充协议（二）》

## 增资扩股协议之补充协议（二）

本《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议（二）》（下称“本补充协议”）于2022年11月30日在北京市朝阳区成立并生效。

甲方（“标的企业”或“公司”）：梦金园黄金珠宝集团股份有限公司

统一社会信用代码：9112000074242585X1

注册地址：天津市滨海高新区华苑产业区梓苑路15号

法定代表人：王忠善

乙方（“投资人”）：中信证券投资有限公司

统一信用社会代码：91370212591286847J

注册地址：青岛市崂山区深圳路222号国际金融广场1号楼2001户

法定代表人：方浩

丙方（“实际控制人”）：

丙方一：王忠善，中国公民，身份证号3707251964021 78

丙方二：张秀芹，中国公民，身份证号3707251966100 4164

丙方三：王国鑫，中国公民，身份证号3707251990062 0018

丙方四：王娜，中国公民，身份证号3707251987091 02X

上述合同方在本补充协议中单独称为“一方”，合并称为“各方”，各丙方共同并分别地称为“丙方”。

鉴于：

1. 2022年8月15日，乙方与相关方签署《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议》（下称“《增资扩股协议》”），约定乙方以现金人民币49,999,992元增资甲方。乙方还与相关方于同日签署了《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议》（以下简称“《补充协议（一）》”），约定相关方在股权/股份回购及转让等方面的特殊权利义务，以上协议合称“《投资协议》”。

2. 为使标的企业更顺利推进和完成中国境内首次公开发行股票并上市，各方就相关特殊权利条款的终止达成补充协议如下：

第一条 《补充协议（一）》第1条、第2条、第3条、第4条、第5条自甲方向上海证券交易所或深圳证券交易所（下称“首发批准机构”）正式递交首次公开发行股票申请材料并取得正式受理回执之日起自动终止，其余约定不受影响，继续有效，《补充协议（一）》第7条、第9.1条中自本协议签署之日起终止且自始无效。

若甲方放弃或终止上市计划、首发批准机构未受理上市申请或甲方撤回上市申请，或首发批准机构否决、不予批准、终止审查甲方的上市申请，或甲方未能在2024年12月31日前实现合格上市，各方承诺，自前述任一情况发生之日（该日称“恢复日”），上述《补充协议（一）》第1条、第2条、第3条、第4条、第5条将自行恢复效力且视为从未终止。为免疑义，前述条款效力自行恢复后，对其失效期间的乙方相关权益具有追溯权，《补充协议（一）》中按时间计算的利益不因前述条款处于失效期间而不予计算；前述条款涉及的有关期间自动顺延，若相关特殊权利已触发，其法定或约定的行权时间应顺延至恢复日当日；前述条款不应因任何原因减损、消灭、不可恢复、不可执行，或者使得相关义务人获得抗辩权。

为免疑义，各方确认《补充协议（一）》中第2.1条“经乙方（投资人）书面同意，丙方（实际控制人）可指定第三方履行回购义务...”，实际控制人指定的第三方自《补充协议（一）》签订日起即不包括梦金园黄金珠宝集团股份有限公司及其子公司，且上述安排不因下述第二条关于权利义务恢复条款的生效而归于无效。

第二条 各方进一步确认，基于公平公正、诚实信用的原则和合理审慎的商业考量，在不影响前述约定的前提下，如果由于任何原因导致《补充协议（一）》第1条、第2条、第3条、第4条、第5条的权利减损、消灭、不可恢复、不可执行，或者使得相关义务人获得抗辩权（下称“条款和权利灭失”或“灭失的条款和权利”），则在本协议约定的恢复日，该等灭失的条款和权利在其未灭失时所对应的义务方，将视为按照《投资协议》对于前述条款的文字表述，以及假设该等文字表述构成有效协议条款时将可以表达的乙方权利和利益（下称“文字所表达的权利”），全新地、不可撤销地向乙方表示、确认和承诺：乙方享有该等文字表述所表达的权利。

在此情况下，上述文字表述既不视为灭失的条款和权利、也不视为一份独立的协议，而是仅以其文字表述和文义内容，根据本协议的约定构成本协议的一部分，并与本协议共同构成一项全新的各义务方对乙方的承诺和对乙方享有前述条款中权利实质相同的权益的确认。各方一致确认，以上是关于未来为乙方新设一项权利的安排，而非排除当事人法定抗辩权的安排。

第三条 本协议可以在法律允许的范围内，用于标的企业上市相关材料申报和对外披露，公司提交上市申请后，相关信息披露以相关审核机构认可的标准依法、及时披露。

第四条 本协议是关于《投资协议》的补充协议，各方知悉并认可《投资协议》的内容，本协议没有约定的（包括不限于定义、适用法律、争议解决、通知送达），适用《投资协议》。各方分别声明，各方已经履行内部程序确保其具有

签署和履行本协议的全部权利/权力，各方授权代表已获得该方正式授权。各方同意，就本协议恢复的乙方权利而言，丙方在《投资协议》（包括但不限于股权/股份回购及转让条款）项下的义务不因甲方不再承担该等义务而进行任何减轻或免除，同时各丙方之间承担连带责任。本协议经各方法定代表人或授权代表签字并加盖公章（自然人作为协议一方的应当本人签字）后，于本协议首部载明的日期成立并生效。本协议一式陆份，甲乙丙各方各执贰份，每份具有同等法律效力。

（以下无正文）

增资扩股协议之补充协议（二）

（本页无正文，为《关于梦金园黄金珠宝集团股份有限公司之增资扩股协议之补充协议（二）》的签字页）

甲方：梦金园黄金珠宝集团股份有限公司

（盖章）

法定代表人或授权代表人签章：

乙方：中信证券投资有限公司

（盖章）

法定代表人或授权代表人签章：

丙方一：王忠善

丙方二：张秀芹

丙方三：王国鑫

丙方四：王娜



Handwritten signature of Wang Zhongshan: 王忠善

Handwritten signature of Zhang Xiujin: 张秀芹

Handwritten signature of Wang Guoxin: 王国鑫

Handwritten signature of Wang Na: 王娜



梦金园黄金珠宝集团股份有限公司

天津海泰资本投资管理有限公司

中信證券（香港）有限公司

中信里昂證券有限公司

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基石投资协议

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本基石投资协议（“本协议”）由以下各方于 2024 年 11 月 19 日订立

- (1) **梦金园黄金珠宝集团股份有限公司**，一家于中华人民共和国注册成立的股份有限公司（统一社会信用代码：9112000074242585X1），其注册地址为中国天津滨海新区华苑产业区梓苑路 15 号（“公司”，连同其子公司统称为“集团”）；
- (2) 天津海泰资本投资管理有限公司，一家于中华人民共和国法律注册成立的公司，其公司编号为 9112 0116 2389 9828 8F，其注册办事处位于天津滨海新区华苑产业区科馨别墅 67 号（“投资者”）；
- (3) 中信證券（香港）有限公司，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国香港从事证券及期货条例（定义见下文）规定的第 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（CE No. AAK249）（“中信證券香港”或“独家保荐人”）；及
- (4) 中信里昂證券有限公司，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国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 7 类（提供自动化交易服务受规管活动）（CE No. AAB893）（“中信里昂證券”、“独家保荐人—整体协调人”或“独家全球协调人”）。

鉴于：

- (A) 公司已申请通过全球发售（“全球发售”）方式将其股本于联交所（定义见下文）上市，包括：
  - (i) 公开发售，公司提呈 4,395,800 股股份（定义见下文）供中国香港公众人士认购（“香港公开发售”）；及
  - (ii) 依据证券法（定义见下文）下的 S 规例（定义见下文）于美国境外向投资者（包括向中国香港的专业及机构投资者进行配售）有条件配售 39,561,000 股股份（“国际发售”）。
- (B) 中信證券香港担任独家保荐人及中信里昂證券作为全球发售的独家保荐人—整体协调人及独家全球协调人。
- (C) 投资者有意根据本协议载列的条款及条件（直接或透过其指定的全资附属公司（HiTai (Hong Kong) Limited 海泰（香港）有限公司）（“香港子公司”））认购国际发售中的投资者股份（定义见下文）。附表 2 记载了有关香港子公司的描述。投资

者是以香港子公司唯一股东的身份，代表香港子公司作为本协议缔约方签署和交付本协议。

- (D) 作为公司、投资者、独家保荐人及独家保荐人一整体协调人同意受本协议条款约束之对价。

订约各方谨此同意以下各项：

## 1. 释义及诠释

1.1 于本协议（包括其附表）内，下列各字词具有以下涵义：

“**联属人士**”就具体人士或实体而言，除非上下文另有规定，指通过一个或多个中间人直接或间接控制、受控于特定人士或实体或与其处于共同控制下的任何人士或实体。就该定义而言，“**控制**”（包括“**控制中**”、“**受控于**”及“**处于共同控制下**”）指直接或间接拥有指示或安排某个人士的管理及政策的权力，无论通过拥有具表决权的证券、以合约或以其他方式；

“**会计及财务汇报局**”指会计及财务汇报局；

“**投资总额**”指发售价乘以投资者股份数目所得金额；

“**批准**”具有第 6.2(f)条赋予该词的涵义；

“**联系人 / 紧密联系人**”具有上市规则赋予该词的涵义，且“**各联系人/各紧密联系人**”应作相应解释；

“**授权接收人**”具有第 6.1(m)条赋予该词的涵义；

“**经纪佣金**”指按照上市规则费用规则第 7(1)段规定，按投资总额的 1%计算的经纪佣金；

“**营业日**”指中国香港持牌银行一般开放作正常银行业务运作及联交所开放进行证券买卖业务的任何日子，不包括星期六及星期日及中国香港公众假期；

“**中央结算系统**”指由香港中央结算有限公司设立及营运的中央结算及交收系统；

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**操守准则**”具有附表 3 赋予该词的涵义；

“**公司条例**”指中国香港法例第 622 章公司条例，经不时修订、补充或以其他方式修改；

“**公司（清盘及杂项条文）条例**”指中国香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订、补充或以其他方式修改；

“**关连人士 / 核心关连人士**”具有上市规则赋予该词的涵义，且“**各关连人士 / 各核心关连人士**”应作相应解释；

“**合约（第三者权利）条例**”指中国香港法例第 623 章合约（第三者权利）条例，经不时修订、补充或以其他方式修改；

“**控股股东**”，除非上下文另有规定，应具有上市规则赋予该词的涵义，且“**各控股股东**”应作相应解释；

“**公司专业投资者**”具有附表 3 赋予该词的涵义；

“**中国证监会**”指中国证券监督管理委员会；

“**延迟交付日期**”指在香港公开发售和国际发售的承销协议均已签订并已成为无条件协议且尚未终止的前提下，独家保荐人—整体协调人应依据第 4.3 条通知投资者的较迟日期；

“**处置**”就任何相关股份而言包括直接或间接；

- (i) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置在相关股份中的、或在可兑换为或可行使或交换成相关股份的任何其他证券中的、或代表有关收取有关相关股份中的任何法律或实益权益（包括设立或任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利），或在该等权益上增设任何性质的第三方权利，或订约进行（不论直接或间接及不论有条例或无条件）；或
- (ii) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份或该等其他证券的任何经济后果或拥有权的附带事项或其中的任何权益；或
- (iii) 订立任何其他直接或间接与上文(i)及(ii)项所述任何前述交易具有相同经济影响的交易；或
- (iv) 同意或签署合同或公开宣布有意订立上文(i)、(ii)及(iii)项所述的任何前述交易，且在各种情况下，不论任何上文(i)、(ii)及(iii)项所述的前述交易是否通述交付相关股份或其他可兑换为或可行使或交换相关股份的证券、现金或以其他方式结算；并按此诠释“处置”；

“**纠纷**”具有第 11.2 条赋予该词的涵义；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有叙文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、委员会、团体、机关或机构或任何证券交易所、自我监管机构或其他非政府监管机构（包括但不限于联交所、证监会及中国证监会），或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司及（如文义要求），或按上下文需要，就公司成为其现有附属公司的控股公司之前的任何时期而言，该等附属公司视同在相关时间为公司的附属公司；

“**港元**”指中国香港法定货币；

“**中国香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)项赋予该词的涵义；

“**获弥偿保证方**”具有第 6.5 条赋予该词的涵义，及“**获弥偿方**”指其中任何一方（按上下文所规定）；

“**个人专业投资者**”具有附表 3 赋予该词的涵义；

“**机构专业投资者**”具有附表 3 赋予该词的涵义；

“**国际发售**”具有叙文(A)项赋予该词的涵义；

“**国际发售通函**”指公司预期因国际发售而向有意投资者（包括投资者）刊发的最终发售通函；

“**投资者股份**”指投资者根据本协议条款及条件将于国际发售中认购的股份数目，按附表 1 计算并由公司及独家保荐人—整体协调人厘定；

“**法律**”指所有相关司法辖区的任何政府机关（包括联交所、证监会及中国证监会）的法律、法例、成文法、条例、规定、法规、指引、指南、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的 0.0027%或于上市日期的现行交易征费（作为证监会交易征费），投资总额的 0.00015%（作为会计及财务汇报局交易征费），及投资总额的 0.00565%或于上市日期的现行交易费（作为联交所交易费）；

“**上市日期**”指股份首次于联交所主板上市日期；

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所上市决定、指引、指南及其他规定，经不时修订、补充或以其他方式修改；

“**禁售期**”具有第 5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售将予发行股份的每股最终港元价格（不包括经纪佣金及征费）；

“**超额配股权**”具有国际发售通函赋予该词的涵义；

“**各方**”指本协议所列的各方，而“**一方**”应指彼等其中一方（按上下文所规定）；

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

“**初步发售通函**”指公司预期因国际发售而向有意投资者（包括投资者）刊发的初步发售通函（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 部分赋予该词的涵义；

“**专业投资者规则**”具有附表 3 赋予该词的涵义；

“**专业投资者认定通知**”具有第 6.2(k)条赋予该词的涵义；

“**招股书**”指公司因香港公开发售而在中国香港刊发的最终招股书；

“**公共文件**”指国际发售的初步发售通函及国际发售通函，以及公司将就香港公开发售而在中国香港刊发的招股书，以及公司就全球发售而可能发出的其他文件及公布（分别经不时修订或补充）；

“**S 规例**”指《证券法》S 规例；

“**监管机构**”具有第 6.2(h)条赋予的涵义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而衍生自投资者股份的公司任何股份或其他证券或权益；

“**证券法**”指美国 1933 年证券法（经修订）及颁布的其各项规则及法规；

“**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**”指中国香港法例第 571 章《证券及期货条例》，经不时修订、补充或以其他方式修改；

“**股份**”指公司根据全球发售将于中国香港发行的每股面值人民币 1.00 元的 H 股，将以港元认购及买卖并拟于联交所上市及交易；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚地区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

- (a) 所提述的“条款”、“分条”或“附表”乃指本协议的条款或分条或附表；
- (b) 索引、条款及附表标题仅供说明之用，并不影响本协议的构成或解释；
- (c) 附表为本协议的组成部分，如同本协议的正文所明订者具有相同效力及效果，而任何对本协议的提述均包括附表；
- (d) 单数词应包括复数，反之亦然。意指某一性别的词应包括另一性别；
- (e) 凡提及本协议或另一法律文书均包括它们其中一项的任何变更或取代文件；
- (f) 提述法规或法定条文时包括提述：
  - (i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规或条文；
  - (ii) 其重新颁布（不论是否修订）时被废除的任何法规或法定条文；及
  - (iii) 其项下作出的任何附属立法；

- (g) 除非另有指明，所提述的时间及日期分别为中国香港时间及日期；
- (h) 所提述的“人士”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；
- (i) 所提述的“包括”，“包含”及“其中包括”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于；及
- (j) 所提述的任何非中国香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关中国香港法律词汇最相近的涵义。

## 2. 投资

2.1 待下文第 3 条提述之条件达成后（或被各方豁免，但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条载列的条件不可豁免，且第 3.1(e)条所载的条件仅可由公司、独家保荐人一整体协调人及独家保荐人豁免），及在本协议其他条款及条件的规限下：

- (a) 作为国际发售的一部分，投资者（或按第 2.2 条透过香港子公司）将通过独家保荐人一整体协调人及 / 或其联属人士（以其作为国际发售相关部分的国际承销商的代表身份），按发售价认购投资者股份，且公司将发行、配发及配售且独家保荐人一整体协调人将分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份予投资者（或按第 2.2 条其指定的香港子公司）；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额、经纪佣金及征费。

2.2 投资者可选择于不迟于上市日期前三(3)个营业日向公司、独家保荐人一整体协调人及独家保荐人发出书面通知，通过其为专业投资者且满足以下条件的全资附属公司（即香港子公司 HiTai (Hong Kong) Limited 海泰（香港）有限公司）认购投资者股份：(i)并非美国人士；(ii)位于美国境外；及(iii)根据证券法下的 S 规例在离岸交易中认购投资者股份，但前提是：

- (a) 投资者须促使香港子公司于该等日期向公司、独家保荐人一整体协调人及独家保荐人提供书面确认书，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认所约束，且投资者在本协议中作出的协定、陈述、保证、承诺、承认及确认须视作由投资者为自身及代表香港子公司作出；及
- (b) 投资者(i)向公司、独家保荐人一整体协调人及独家保荐人无条件及不可撤销地担保，香港子公司将妥善及按时履行及遵守其在本协议下的所有协定、义

务、承诺、保证、陈述、弥偿保证、同意、承认、确认及契诺；及(ii)承诺根据第 6.5 条向获弥偿保证方作出悉数及有效弥偿，并按要求保持对其的弥偿。

投资者在第 2.2 条下的义务构成直接、首要及无条件义务，必须按要求向公司、独家保荐人一整体协调人或独家保荐人支付香港子公司在本协议下应付的任何款项，以及立刻按要求执行香港子公司在本协议下的任何义务，而无需公司、独家保荐人一整体协调人或独家保荐人事先对香港子公司或任何其他人士采取措施。除非上下文另有规定，否则“投资者”一词在本协议中须解释为包括该香港子公司。

- 2.3 独家保荐人一整体协调人可以酌情自行决定全部或部分的投资者股份的交付应依照第 4.3 条的规定于延迟交付日期进行。
- 2.4 公司及独家保荐人一整体协调人（代表其自身及其他全球发售承销商）将以其协定的方式厘定发售价。投资者股份的准确数目将由公司及独家保荐人一整体协调人根据附表 1 最终厘定，该厘定将为最终决定并对投资者具约束力（存在明显错误的情况除外）。

### 3. 交割条件

- 3.1 投资者根据本协议所述认购投资者股份的义务，以及公司及独家保荐人一整体协调人根据第 2.1 条所述发行、配售、分配、配发及 / 或交付（视情况而定）或促致发行、配售、分配、配发及 / 或交付（视情况而定）投资者股份的义务仅于交割时或交割前，下列条件已达成或获各方豁免（但第 3.1(a)条、 3.1(b)条、 3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人一整体协调人及独家保荐人豁免）时方可作实：
- (a) 香港公开发售的承销协议及国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方初定的豁免或修订条款），且前述所有承销协议并未终止；
  - (b) 发售价已经由公司、独家保荐人一整体协调人（为其本身及代表其他全球发售的承销商）商定；
  - (c) 联交所的上市委员会已批准股份（包括投资者股份以及其他适用的豁免及批准）上市及买卖，且有关批准、许可或豁免并无于股份于联交所开始买卖前撤回；
  - (d) 任何政府机关并未制定或颁布任何法律，禁止全球发售或本协议拟进行的交易的完成，并且不应有具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易的完成；及

(e) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面均准确、真实、完整及不具误导性，且投资者没有严重违反本协议。

3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十(180)天（或经公司、投资者、独家保荐人一整体协调人及独家保荐人可能书面协定的其他日期）或之前达成或前述各项条件仍未获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人一整体协调人及独家保荐人豁免），则投资者购买投资者股份的义务，以及公司及独家保荐人一整体协调人发行、配售、分配、配发及 / 或交付（视情况而定）或促致发行、配售、分配、配发及 / 或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方在商业操作上切实可行时（在任何情况下均不迟于本协议终止日起 30 日内）尽快不计利息退还予投资者，且本协议亦告终止及无效，而公司、独家保荐人一整体协调人及 / 或独家保荐人的所有义务与责任将告终止，惟根据本第 3.2 条，终止本协议不得损害任何一方于本协议终止时或之前就其中所载条款对其他各方的既有权利或责任。

为免生疑问，本条内容概不构成给予投资者更正投资者根据本协议到本条前述日期为止期间对各项陈述、保证、承诺、确认及承认的任何违反的权利。

3.3 投资者承认，概无保证将完成全球发售或全球发售不会被推迟或终止，倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，则公司、独家保荐人一整体协调人或独家保荐人概不对投资者承担任何责任。倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，投资者特此放弃对公司、独家保荐人一整体协调人及 / 或独家保荐人或其各自附属人士、子公司、高级职员、董事、监事、雇员、顾问、职员、联系人、合伙人、代理人或代表提出任何申索或采取任何行动的任何权利（如有）。

## 4. 交割

4.1 在第 3 条和本第 4 条的规限下，根据国际发售及作为其中部分，投资者将通过独家保荐人一整体协调人（及 / 或其附属人士）（作为国际发售有关部分的国际承销商的国际代表）以发行价购买投资者股份。因此，投资者股份将在国际发售交割时（或在延迟交付日期）同时以公司和独家保荐人一整体协调人商定的方式被购买。

4.2 投资者自身须于上市日期前的营业日（或公司、独家保荐人一整体协调人和投资者书面同意的其他时间）以同日收款入帐的方式向独家保荐人一整体协调人在不迟于上市日期前足一(1)个营业日书面通知投资者的港元银行账户全数电汇投资总额，连同相关经纪佣金及征费，并通过即时可用的港元资净额，不得作出任何扣减或抵销。独家保荐人一整体协调人向投资者发出的有关通知将包括但不限于付款账户明细及投资者于本协议项下应付的款项总额。

- 4.3 如果独家保荐人一整体协调人自行酌情决定全部或部分投资者股份应在晚于上市日期的日期交付(“**延迟交付日期**”), 独家保荐人一整体协调人应(i)不迟于上市日期前两(2)个营业日书面通知投资者将延迟交付的投资者股份的数量; 及(ii)不迟于实际延迟交付日期前两(2)个营业日书面通知投资者延迟交付日期, 但前提是延迟交付日期不得迟于可行使超额配股权的最后一日之后三(3)个营业日。独家保荐人一整体协调人的上述决定对投资者具有决定性和约束力。如果投资者股份将于延迟交付日期交付给投资者, 投资者仍应根据第 4.2 条的规定支付投资者股份的价款。
- 4.4 在按照第 4.2 条按时支付投资者股份股款的规限下, 向投资者或香港子公司交付投资者股份(视情况而定)须将投资者股份直接存入中央结算系统中的中央结算系统投资者或香港子公司账户或中央结算系统股份账户, 该等账户信息由投资者或香港子公司于上市日期(或根据第 4.3 条商定的延迟交付日期)之前两(2)个营业日前以书面形式告知独家保荐人一整体协调人。
- 4.5 在不影响第 4.3 条的情况下, 投资者股份亦可以公司、独家保荐人一整体协调人、独家保荐人及投资者书面协定的任何其他方式进行交付, 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。
- 4.6 倘投资总额及相关经纪佣金及征费(不论全部或部分)并未按本协议规定的时间及方式收取或结清, 则公司、独家保荐人一整体协调人及独家保荐人各自保留全权酌情终止本协议的权利, 而在此情况下, 公司、独家保荐人一整体协调人及独家保荐人各自的所有义务及责任将告结束及终止(惟不损害公司、独家保荐人一整体协调人及独家保荐人因投资者未能履行其于本协议下的义务而可能向其提出任何申索的权利)。在任何情况下, 投资者须就各获弥偿方可能因投资者未能根据第 6.5 条悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失及损害赔偿承担全部责任, 并就此向他们作出弥偿保证, 保证他们免受损害, 并向他们作出除税后的全额弥偿保证。
- 4.7 倘公司、独家保荐人一整体协调人及独家保荐人因公司、独家保荐人一整体协调人和独家保荐人(视情况而定)无法控制的情形而导致无法履行或迟延履行其在本协议项下的义务, 包括但不限于自然灾害、水灾、疾病、流行病或大流行病的爆发或升级, 宣布国家、国际或区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共骚乱、政治不稳定或敌对行动的威胁和升级、战争(无论是宣战的还是未宣战的)、恐怖主义、火灾、暴乱、叛乱、内乱、疫情或瘟疫、暴乱、罢工、停工、其他工业行动、供电或其他供应的全面中断、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何汇款系统故障、禁运、劳资纠纷以及任何现有或未来法律、条例、法规或任何现有或未来的政府活动的变更等, 则公司、独家保荐人一整体协调人、独家保荐人及其各自的联属人士、子公司、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表均不对其无法履行或迟延履行其在本协议项下义务的任何行为承担责任。

## 5. 对投资者的限制

- 5.1 在第 5.2 条的规限下，投资者为其自身及为代表香港子公司（倘相关股份将由香港子公司持有）同意并向公司、独家保荐人一整体协调人及独家保荐人承诺和保证，在未获公司、独家保荐人一整体协调人及独家保荐人事先书面同意前，其不会，并将促使其附属人士不得于上市日期起（包括该日）至上市日期后六(6)个月之日（包括该日）止期间（“**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持有任何相关股份的任何公司或实体的任何权益；(ii)允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)订立与任何上述交易直接或间接具有相同经济影响的任何交易或(iv)同意或签订合同，或公开宣布有意进行第(i)、(ii)和(iii)项所述的任何交易。
- 5.2 在满足以下条件时，第 5.1 条所载任何规定均不会限制投资者在禁售期内向投资者的任何全资附属公司转让全部或部分相关股份：
- (a) 在有关转让之前，该全资附属公司以令公司、独家保荐人一整体协调人及独家保荐人满意的条件向其并代表其利益作出书面承诺同意受投资者被本协议项下的义务约束，且投资者承诺促使该全资附属公司受投资者被本协议下的义务所约束，包括本第 5 条对投资者施加的义务及限制，如同该全资附属公司本身须遵守该等义务及限制；
  - (b) 该全资附属公司被视为已作出本协议规定的相同承认、承诺、确认、声明及保证；
  - (c) 投资者及该全资附属公司被视为持有所有相关股份的投资者，并共同及各别承担本协议规定的所有责任及义务；
  - (d) 倘于禁售期到期前的任何时间，该全资附属公司不再或日后不再为投资者的全资附属公司，其应（及投资者须促使该附属公司应）立即（在任何情况下均在停止为投资者的全资附属公司之前）向投资者或其另一家全资附属公司悉数及有效转让其持有的相关股份，并且该全资附属公司须以令公司、独家保荐人一整体协调人及独家保荐人满意的条件向其并代表其利益作出或投资者须促使其作出书面承诺，同意受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的限制，并作出本协议下的相同确认、声明及保证，如同该另一全资附属公司本身须遵守该等义务及限制，并共同及各别承担本协议规定的所有责任及义务；及
  - (e) 该全资附属公司(i)并非美国人士；(ii)位于美国境外；及(iii)将依据证券法 S 规例在离岸交易中购买相关股份。
- 5.3 投资者同意及承诺，除非经公司、独家保荐人一整体协调人及独家保荐人事先书面同意，投资者及其联系人或紧密联系人于公司已发行股本总额中合共（直接及间接）

持有的股份须少于公司全部已发行股本的 10% (或就“主要股东”的定义而言, 上市规则不时规定的其他百分比)。投资者同意, 当发现投资者及其联系人或紧密联系人合共 (直接及间接) 持有的股份将达到或超过公司全部已发行股本的 10% (或就主要股东的定义而言, 上市规则不时规定的其他百分比, 或联交所不时规定构成公众股东的其他百分比), 则投资者会将该情况尽快通知公司及独家保荐人一整体协调人。

- 5.4** 投资者 (为其自身及代表香港子公司) 同意, 投资者 (为其自身及代表香港子公司) 于公司股本中所持股份乃基于自营投资, 并将按公司、独家保荐人一整体协调人及 / 或独家保荐人的合理要求向其提供合理证据, 以证明其 (为其自身及代表香港子公司) 乃基于自营投资而持有公司股本。投资者 (为其自身及代表香港子公司) 不得, 且须促使其控股股东、联系人及实益拥有人不会于簿记建档过程中申请或认购全球发售中的股份 (投资者股份除外) 或在香港公开发售中申请认购股份。
- 5.5** 投资者 (为其自身及代表香港子公司) 及其联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、高级职员、雇员或代理订立任何与上市规则 (包括联交所《新上市申请人指南》或中国香港监管机构发布的书面指引或指南) 不符或与之相抵触的安排或协议 (包括任何附函)。

## **6. 承认、声明、承诺及保证**

- 6.1** 投资者 (为其自身及利益及为香港子公司之利益 (倘相关股份将由香港子公司持有时)) 向公司、独家保荐人一整体协调人及独家保荐人声明、保证、承诺、承认、同意及确认:
- (a) 公司、独家保荐人一整体协调人、独家保荐人及他们各自的联属人士、其或其联属人士的董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会 (于任何特定期间或任何时间) 进行或完成, 或者就发售价将属于公共文件所列的指示范围发表任何声明及作出任何保证或承诺, 亦无论如何不就全球发售因任何理由而推迟、未能进行或完成, 或者就发售价不属于公共文件所列的指示范围向投资者承担任何责任;
  - (b) 本协议、投资者及其最终控股股东的背景资料及本协议所涉及各方之间的关系及安排须按照上市规则及监管机构的要求于全球发售的公共文件及其他市场推广及路演材料中披露, 而投资者及其最终控股股东的背景资料将在公共文件及该等其他市场推广及路演材料和公告中被提及, 特别是, 本协议将为重大合约, 须向中国香港监管机关备案及就全球发售或以其他方式按照公司 (清盘及杂项条文) 条例及上市规则供展示;

- (c) 根据上市规则或在 FINI 上必须提交给联交所的有关投资者的信息将与公司、联交所、证监会和其他必要的香港监管机构共享，并将列入一份综合获配售人名单，该名单将在 FINI 上向独家保荐人一整体协调人披露；
- (d) 发售价通过公司与独家保荐人一整体协调人（为其本身及代表其他承销商）之间的定价协议，按照全球发售的条款及条件以排他性的方式自行厘定，投资者无权就此提出任何异议；
- (e) 投资者将通过独家保荐人一整体协调人及 / 或其附属人士（以国际发售的国际承销商的国际代表的身份）认购投资者股份；
- (f) 投资者将根据组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
- (g) 各投资者并非公司的附属公司或其控股股东或代表该附属公司行事的人士；
- (h) 投资者股份数目可能会受根据上市规则第 18 项应用指引、联交所《新上市申请人指南》在国际发售与香港公开发售之间进行的股份重新分配或联交所不时批准、适用于公司的其他分配比例所影响；于订立本协议日期或前后或于本协议日期后但于国际发售结束前的任何时间，公司、独家保荐人一整体协调人及 / 或独家保荐人与一名或以上其他投资者就类似投资已订立或可能及 / 或建议订立协议，作为国际发售的一部分；公司、独家保荐人一整体协调人、独家保荐人、上述人士的任何附属公司、代理人、董事、雇员、附属公司或任何参与全球发售的其他人士对收购或交易投资者股份产生的任何税务、法律、汇率或其他经济或其他后果均不承担任何责任；
- (i) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或为美国人士的缘故或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中，或在任何其他司法辖区进行者或根据任何其他适用法律的豁免情况或在不受任何其他适用法律的规限的交易中在任何其他司法辖区或为任何人士之利益进行者则作别论；
- (j) 其理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (k) 其明白，公司、独家保荐人一整体协调人、独家保荐人或国际发售的任何一名国际承销商并未有就投资者股份其后的重新提呈发售、转售、质押或转让

是否可根据证券法第 144 条进行或获豁免遵守证券法中的其他规定作出任何声明；

- (l) 除第 5.2 条规定者外，倘任何投资者股份由附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (m) 其已收到（及可能日后收到）与投资者投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且：
  - (i) 在该等信息因非投资者或其任何授权接收人的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则，仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、其或其联属人士的附属公司、董事、高级职员、雇员、顾问及代表（“授权接收人”）披露；
  - (ii) 其将尽全力确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；及
  - (iii) 其不会并将确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信息）不会以可能会导致违反美国、中国香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何内幕交易规定）的方式直接或间接购买、出售或买卖或交易公司或其联属人士或联系人的股份或其他证券或衍生工具；
- (n) 按保密基准提供予投资者及 / 或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已按保密基准提供（无论以书面还是口头形式）予投资者及 / 或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人士，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：
  - (i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供予投资者及 / 或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料中并无任何内容应构成任何合同或承诺的基准；
  - (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料作出或收取任何认购、收购或购买任何股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能进一步作

出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；

- (o) 本协议并不共同或各别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约；
- (p) 投资者、其附属人士以及代表投资者及其附属人士行事的任何人士，并未实施或将不实施关于股份的任何直接销售（定义见 S 规例）；
- (q) 其已获得其认为对评估收购投资者股份的利弊及风险必要或有利的的所有合理资料，并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜，咨询公司、独家保荐人一整体协调人或独家保荐人并获得答复，且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有合理文件及资料；
- (r) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的资料，而非任何其他可能已由公司、独家保荐人一整体协调人及 / 或独家保荐人或其代表（包括其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）提供予投资者的任何其他资料，公司、独家保荐人一整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概不就国际发售通函未包含的任何该等资料或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、独家保荐人一整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士目前不会且将来亦不会因投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等资料或材料，或其他在国际发售通函中未包含的任何资料而产生的后果负上任何责任；
- (s) 独家保荐人一整体协调人、独家保荐人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终国际发售通函另有规定外，公司及其董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；

- (t) 投资者将遵守本协议、上市规则及任何关于其处置任何相关股份、（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (u) 其已自行对公司及投资者股份以及本协议既定的投资者股份认购条款进行核查，并自行取得其认为必需或适当的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），或另就投资者股份之投资相关（包括税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或独家保荐人一整体协调人、独家保荐人或有关全球发售的任何承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人一整体协调人、独家保荐人或其各自的联系人、联属人士、董事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (v) 明确现时并无投资者股份的公开市场，而公司、独家保荐人一整体协调人及独家保荐人、亦不保证投资者股份将拥有公开市场；
- (w) 任何股份买卖均须遵守适用法律法规（包括证券及期货条例、上市规则、证券法及任何其他适用法律法规或任何主管证券交易所的相关规则对股份交易的限制）；
- (x) 在全球发售基于任何理由而延迟或不能完成的情况下，公司、独家保荐人一整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或其附属公司所需承担的责任；
- (y) 在签订本协议之时或前后，或在此后但在国际发售交割之前的任何时间，作为国际发售一部分，公司已或将与一个或多个其他投资者签订与本协议类似的投资协议；
- (z) 公司及独家保荐人一整体协调人将有全权酌情权，决定变更或调整(i)根据全球发售将发行的股份数目；及(ii)根据香港公开发售及国际发售分别将予发行的股份数目；
- (aa) 投资者已同意根据第 4.2 条于上市日期或该等其他协定日期支付投资总额及相关经济佣金及征费；
- (bb) 任何就相关股份做出的任何发售、出售、质押或其他转让将不被公司承认（但遵守本协议限制的除外）；及

(cc) 公司及独家保荐人一整体协调人可为满足上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超近 50%，自行决定调整投资者股份数量的分配。

6.2 投资者（为其自身及代表香港子公司）向公司、独家保荐人一整体协调人及独家保荐人作出进一步声明、保证及承诺：

- (a) 其已正式注册成立，并依其注册成立地点的法律有效存续，且概无提交呈请、作出责令或通过其清算或清盘的有效决议案；
- (b) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；
- (c) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权）；
- (d) 本协议已获投资者正式授权、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (e) 其已采取且将于本协议的有效期内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (f) 根据适用于投资者的任何相关法律且须经投资者通过认购本协议下的投资者股份所获的所有同意、批准、授权、许可及登记（“**批准**”）均已获准且完全有效，且未被无效、撤销、撤回或废止，该等批准概不受未实施或履行之任何先决条件所限。投资者进一步同意并承诺，如任何该等批准因任何原因不再完全有效或被作废、撤销、撤回或作废，投资者将立即书面通知公司、独家保荐人及独家保荐人一整体协调人；
- (g) 投资者或香港子公司签订及交付本协议以及各方履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反(i)投资者或香港子公司公司章程大纲或其他组成或章程文件；或(ii)投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购或收购（视情况而定）投资者股份的其他法律；或(iii)任何对投资者具有约束力的协议或其他文书，或(iv)对投资者分别具有司法管辖权的任何政府机关的任何判决、命令或法令；
- (h) 其已且将遵守与认购投资者股份相关的所有司法辖区的所有适用法律，包括按适用部门或机构或证券交易所（“**监管机构**”）的规定及时以直接或间接的方式通过公司、独家保荐人一整体协调人及 / 或独家保荐人向联交所、

证监会、中国证监会及其他政府、公共、货币或监管部门或机构或证券交易所提供或促使或促成他人提供有关资料（包括但不限于(i) 投资者股份的最终受益人（如有）及 / 或发出有关收购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成立地点）；(ii) 本协议项下拟进行的交易（包括但不限于本协议项下的投资者股份认购的详情、投资者股份数目、总投资金额及禁售限制）；(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及其详情（包括但不限于认购者及其最终受益人身份信息资料以及该交换安排或其他金融或投资产品的提供者）；及/或 (iv) 投资者及其最终受益人及 / 或联系人与公司及其任何股东之间的任何关连关系）（统称“**投资者相关信息**”），并须在任何监管机构要求的时间内披露。投资者进一步授权公司、独家保荐人一整体协调人、独家保荐人及其各自的附属人士、董事、高级职员、雇员、顾问及代表根据上市规则或适用法律的规定或任何相关监管机构的要求，向该等监管机构和/或在任何公开文件或其他公告或文件中披露任何与投资者相关信息；

- (i) 投资者在金融及商业事务方面拥有相关的知识及经验，因此，其(i)有能力评估对投资者股份进行投资将带来的益处及风险；(ii)有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii)已了解其认为对决定是否对投资者股份进行投资属必要或适用的所有资料；及(iv)在对处于类似发展阶段的公司的证券进行投资的交易方面拥有充足经验；
- (j) 其日常业务为买卖股票或债券或其为专业投资者，且通过订立本协议，其并未成为与本协议项下拟进行交易有关的任何独家保荐人一整体协调人或独家保荐人的客户；
- (k) 投资者是一家专业投资者（定义见证券及期货条例附表 1 第 1 部分及其下附属法例）（“**专业投资者**”），且其已阅读并理解本协议附表 3 中所述专业投资者认定通知（“**专业投资者认定通知**”）且确认并同意专业投资者认定通知中涉及其购买本协议项下投资者股份之内容。就专业投资者认定通知而言，该通知中提及的“阁下”及“阁下的”应指和 / 或有效提及的投资者及关于投资者，该通知中提及的“我们”及“我们的”应指和 / 或有效提及的独家保荐人一整体协调人或其各自的附属人士；
- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份，且投资者无权指定任何人士担任公司董事、监事或高级人员；
- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（定义见证券法 S 规例）中进行，且其并非美籍人士；

- (n) 投资者将于豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) (i) 投资者为公司现有股东天津海开信创的直接全资控股公司；(ii) 投资者及其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人(A)为独立于公司的第三方 (B)并非公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会构成关连交易或导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议，且于紧随本协议完成后将独立于公司任何关连人士，并不会与该等人士就公司的控制事宜一致行动（定义见证监会发布的公司收购、合并及股份回购守则）的任何其他一方或各方之间存在何种关系；(C)具有履行本协议项下所有义务的财务能力；(D)除上述披露外，并无直接或间接接受（a）公司任何核心关连人士（定义见上市规则）或（b）公司、公司或其子公司的任何董事、行政主管、现有股东或他们各自的任何联系人（定义见上市规则）的资助、捐助或支持，且并无惯常接受亦未接受任何有关上述人士关于收购、出售、投票表决或以其他方式处置公司证券的任何指示；(E)不属于上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何类别中人士；及(F)除非另以书面方式向公司、独家保荐人及独家保荐人一整体协调人披露外，与公司及其任何股东之间并无任何关连关系；
- (p) 各投资者、其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人并非全球发售的任何独家保荐人一整体协调人、独家保荐人、账簿管理人、牵头经办人及承销商以及独家保荐人一整体协调人、除保荐人一整体协调人之外的银团成员或任何承销商的“关连客户”。“关连客户”、“保荐人一整体协调人”、“除保荐人一整体协调人之外的银团成员”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (q) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；
- (r) 投资者及其联系人均非公司或其联系人的董事（包括于之前 12 个月内担任董事）、监事或现任股东或上述任何人士的代名人；
- (s) 除先前已通知中信里昂證券外，投资者或其实益拥有人均不属于(i)联交所 FINI 获配售人名单模板所列或 FINI 有关获配售人界面要求披露的任何获配售人类别（“基石投资者”除外）；或(ii)上市规则第 12.08A 条要求在公司配股结果公告中指定的任何获配售人类别；

- (t) 投资者并未且不会与任何“承销商”（定义见证券法 S 规例）就分销股份订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；
- (u) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）以及联交所《新上市申请人指南》的规定进行；
- (v) 投资者及其实益拥有人及 / 或联系人概无以公司任何关连人士、独家保荐人一整体协调人、独家保荐人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均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，且与该等人士并无关连；
- (w) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；
- (x) 除先前以书面形式向公司、独家保荐人一整体协调人及独家保荐人披露外，投资者、其实益拥有人及 / 或联系人并未订立且不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品的安排；
- (y) 投资者未获得且未计划获得贷款或其他形式的融资以履行其在本协议项下的支付义务；
- (z) 除根据本协议外，投资者或其任何紧密联系人未曾也不会就全球发售项下的任何股份通过簿记建档程序申请或下达订单；及
- (aa) 投资者及其紧密联系人（直接或间接）合计持有的公司全部已发行股本不得导致公司的公众持股量（具有上市规则中规定的含义）降至低于上市规则要求或联交所另行批准的比例。

6.3 投资者（为其自身及代表香港子公司）向公司、独家保荐人一整体协调人及独家保荐人声明及保证，本协议所载的以及向监管机构及/或公司、独家保荐人一整体协调人及独家保荐人及其各自的关连方提供的，有关其本身及其为成员公司的集团的详情及所有投资者及香港子公司相关信息在所有方面均属真实、完整及准确，且无误导成分。

在不影响第 6.1(b) 条规定的情况下，投资者（为其自身及代表香港子公司）不可撤回地同意，倘公司、独家保荐人一整体协调人及独家保荐人全权认为有必要，则于公开文件、市场推广及路演材料以及公司、独家保荐人一整体协调人及 / 或独家保荐人可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表 2 所载详情）。投资者（为其自身及代表香港子公司）承诺会尽快提供有关其本身及香港子公司、其所有权（包括最终实益拥有权）及 / 或公司、独家

保荐人一整体协调人及 / 或独家保荐人可能合理要求的其他事项的其他资料及 / 或支持文件，以确保其符合适用法律及 / 或公司或证券登记及 / 或联交所、证监会及中国证监会等主管监管机构的要求。投资者（为其自身及代表香港子公司）谨此同意，经审阅将载入公开文件草稿及不时提供予投资者及香港子公司的其他有关全球发售的市场推广材料以及投资者（为其自身及代表香港子公司）可能合理要求作出修订（如有）的有关其本身及其为成员公司的集团的详情后，投资者（为其自身及代表香港子公司）应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

- 6.4 投资者（为其自身及代表香港子公司）明白，第 6.1 及 6.2 条所载的声明及确认乃按中国香港法例及美国证券法等的规定作出。投资者（为其自身及代表香港子公司）承认，公司、独家保荐人一整体协调人、独家保荐人、承销商及彼等各自的附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再真实、准确及完整或具误导成分，其将立即书面通知公司、独家保荐人一整体协调人及独家保荐人。
- 6.5 投资者（为其自身及代表香港子公司）同意及承诺，投资者（为其自身及代表香港子公司）会在接获要求时就可能因投资者股份的认购、投资者股份或本协议有关的原因（包括因投资者及香港子公司或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）而对公司、独家保荐人一整体协调人、独家保荐人及全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿保证方**”）造成的任何及全部损失、成本、开支、索赔要求、法律行动、责任、法律程序或损害，及任何获弥偿保证方可能因上述行为、或出于上述行为、或与上述行为有关，而对任何此类索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿保证方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。
- 6.6 投资者无条件及不可撤回地向本公司、独家保荐人一整体协调人承诺及担保：
- (a) 其将促使香港子公司向本公司、独家保荐人一整体协调人交付一份经有效订立且具约束力可强制执行而其形式及内容均获公司及独家保荐人一整体协调人信纳的承诺，香港子公司将受本协议所产生、根据本协议项下或与本协议有关的一切投资者的义务、承诺、声明、保证、弥偿及责任（“**投资者义务**”）所约束，并须承担、作出及履行该等投资者义务；及
- (b) 其将促使香港子公司及时妥为履行及遵守所有投资者义务。

- 6.7 投资者（为其自身及代表香港子公司）根据第 6.1、6.2、6.3、6.4 及 6.5（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期重复作出。
- 6.8 公司向投资者、独家保荐人一整体协调人和独家保荐人声明、保证及承诺：
- (a) 其已正式注册成立，并依据中华人民共和国法律有效存续；
  - (b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并已就此采取一切所需行动；
  - (c) 在根据第 5.1 条需支付款项及受禁售期所限的前提下，投资者股份在根据第 4.4 条交付予投资者时，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的股份享有同等地位；
  - (d) 公司、公司的控股股东（具有上市规则中规定的含义）、集团任何成员公司及彼等各自的联属人士、董事、高级职员、雇员及代理概无与任何投资者或其联属人士、董事、高级职员、雇员或代理订立任何协议或安排，包括与上市规则（包括联交所《新上市申请人指南》）不符的补充协议；及
  - (e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、高级职员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。
- 6.9 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投资者就国际发售通函与其他购买国际发售中的股份的投资者拥有同等权利。

## 7. 终止

- 7.1 本协议可于下列情况下予以终止：
- (a) 根据第 3.2 条或第 4.6 条的规定终止；
  - (b) 如果投资者（或根据第 5.2 条转让投资者股份的情况下，投资者的全资子公司）在国际发售结束时或之前，或如适用，在延迟交付日期或之前，严重违反本协议（包括严重违反投资者于本协议下所作任何声明、保证、承诺及确认）（不论存在任何与本协议相反的条款），公司或独家保荐人一整体协调人及独家保荐人可单独全权酌情终止；或
  - (c) 在获得各方的书面同意的情况下终止。

7.2 在本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方的所有权利及责任（除下文所载第 10 条项下的权利外）应终止，在不损害任何一方对其他各方在该终止或之前的有关条款的既有权利或责任的情况下亦不得向任何其他各方提出任何申索，但本协议第 8 条至第 12 条在本协议终止后继续有效。

7.3 投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

## 8. 公布及保密

8.1 除本协议另有规定者外，未经其他各方事先书面同意，任何一方不得披露任何有关本协议或根据本协议拟进行的交易或涉及公司、独家保荐人一整体协调人、独家保荐人及投资者的任何其他安排的资料。虽有上述规定，但任何一方可向以下各方披露本协议：

- (a) 向联交所、证监会、中国证监会及 / 或规管公司、独家保荐人一整体协调人及 / 或独家保荐人的其他监管机构披露，而投资者的背景资料以及公司与投资者的关系可于公司将予刊发的公共文件以及公司、独家保荐人一整体协调人及 / 或独家保荐人因全球发售而将予刊发的市场推广、路演材料及其他公告内载述；
- (b) 按应知方知原则向各方的法律及财务顾问、审计师及其他顾问以及附属人士、联系人、董事、高级职员及相关雇员、代表及代理披露，前提是有关方应(i)促使其上述法律、财务及其他顾问以及附属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉及遵守本协议所载的所有保密义务；及(ii)对其上述法律、财务及其他顾问以及附属人士、联系人、董事、高级职员及相关雇员、代表及代理违反任何有关保密义务负责任；及
- (c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）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同呈交中国香港公司注册处登记，以供展示）的规定或任何政府主管机关具有约束力的判决、命令或规定可能须予披露的其他情况。

8.2 投资者不得就本协议或本协议任何附属事项作出其他提述或披露，惟投资者已就有关披露的原则、形式及内容预先咨询公司、独家保荐人一整体协调人及独家保荐人以征求彼等的事先书面同意者则除外。

8.3 公司须适当努力提供与本协议相关的任何公共文件中的任何声明、公司与投资者的关系以及有关投资者的一般背景资料，以于其刊发之前供投资者审阅。投资者应与公司、独家保荐人一整体协调人及独家保荐人合作，确保有关公共文件内的全部提述均属真实、完整、准确且无误导成分，且公共文件内不会遗漏相关重大资料，并

应及时向公司、独家保荐人一整体协调人及独家保荐人以及彼等各自的法律顾问提供任何意见及鉴定书。

- 8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供一切合理协助（包括提供与投资者、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人一整体协调人或独家保荐人可合理要求的本协议提及的其他有关事项有关的进一步资料及 / 或相关支持文件），以(i)于本协议日期后在公共文件中更新投资者的详情，并核实有关提述；及(ii)使公司符合适用的公司或证券登记规定及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

- 9.1 根据本协议发出的所有通知须采用英文或中文的书面形式，并须按第 9.2 条规定的方式送至下列地址：

如致公司，至：

地址：中国天津滨海高新区华苑产业区梓苑路 15 号  
邮箱：mjy9999@mokingran.com  
收件人：王忠善

如致投资者，至：

地址：天津滨海高新区日新道 188 号 4 号楼 5 层  
邮箱：heguibu8006@126.com  
收件人：冯忠喆

如致中信證券香港，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

如致中信里昂證券，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

- 9.2 任何根据本协议送呈的通知须由专人送递或以电子邮件发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以电子邮件送达则在正式发送后（记录在发件人发送电子邮件的设备上，无论该电子邮件是否被确认，除非发件人收到

自动发送的电子邮件未送达的消息), 以及倘以预付邮资的邮件寄送 (缺乏提早收取证据), 则在投递 48 小时后 (或倘以航空邮件寄送则在 6 天后), 将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

## 10. 一般事项

- 10.1 各方确认及表示本协议已经其正式授权、签订及交付, 构成对其合法、有效及具约束力的义务, 并可依据本协议条款对其强制执行。除非公司要求提供进行全球发售所需的同意书、批准及授权, 否则有关各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意书、批准或授权, 且各方进一步确认其可履行本协议所载义务。
- 10.2 除明显错误外, 公司与独家保荐人一整体协调人真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 投资者、公司、独家保荐人一整体协调人及独家保荐人应就本协议所需或可能所需或与之关连的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.4 本协议的任何改动或更改均将被视作无效, 惟以书面形式并经所有各方及其代表签署者除外。为避免疑义, 本协议的任何改动或更改无需事先通知非本协议一方的任何主体或获得非本协议一方的任何主体的同意。
- 10.5 本协议将仅以中文订立。
- 10.6 除相关各方以书面形式另行协定外, 各方应承担其自身涉及本协议的法律及专业费用、成本及开支, 但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担除外。
- 10.7 时间成为本协议的要素, 但本协议所指的任何时间、日期或期间均可由各方通过书面协议予以延长。
- 10.8 本协议的所有条文只要能够予以履行或遵守, 即使在投资者根据第 4 条完成购买后, 亦继续保持十足效力及作用, 惟已履行的事项及其经各方书面同意后予以终止或豁免者除外。
- 10.9 除投资者签订的保密协议 (如有) 外, 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代各方之间所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 10.10 除非本第 10.10 条另行规定, 否则并非本协议一方的人士无权根据合约 (第三者权利) 条例执行本协议任何条款, 但不影响第三方在合约 (第三者权利) 条例之外存在或可得任何权利或救济:

- (a) 获弥偿保证方可按犹如彼等为本协议的一方的方式执行及依赖本协议第 6.5 条。
  - (b) 本协议可无需经第 10.10(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。
- 10.11 独家保荐人一整体协调人及独家保荐人均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款转让所有或任何其相关权利、职责、权力及酌情决定权予其任何一家或多家附属公司。无论任何有关权力转授，相关独家保荐人一整体协调人或独家保荐人均应根据本条款对其转让相关权利、职责、权力及 / 或酌情决定权的任何附属公司的所有行为及过失承担责任。
- 10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
  - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，一切利益拨归他们所有。并且，概无其他人士可购买或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.15 假如投资者于上市日期延迟交付日期（若适用）或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人一整体协调人及独家保荐人亦有权终止本协议，而各方的所有义务应予终止，但不损害所有就其他各方蒙受的全部损失及损害而针对投资者提出索赔要求的权利。

10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

## 11. 规管法律及司法管辖权

11.1 本协议及各订约方之间的关系受中国香港法例规管并据此予以诠释。

11.2 因本协议而产生或与之有关的或因违反、终止本协议及本协议失效而产生的或与之有关的任何纠纷、争议或索赔（“**纠纷**”），应根据递交仲裁申请之日有效的中国香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地应为中国香港。应有三名仲裁员且仲裁程序中的语言应为汉语。仲裁庭的决议及判决为最终决定，对各方具有约束力，可于任何具有司法管辖权的法院作出及执行，且只要可以放弃向任何司法机构申请任何形式的上诉、审查或追索的任何及所有权利，各方应不可撤销及无条件地放弃该等权利。

尽管有以上规定，但在仲裁庭被指定前，各方有权向有管辖权的法院寻求临时禁令性救济或其他临时救济。在不影响根据国家法院司法管辖权可能提供的临时救济的情况下，仲裁庭可全权授予临时救济或命令各方要求法院修改或撤销由其提出的临时或初步救济，并就任何一方未能尊重仲裁庭就此而作出的命令判定赔偿。

## 12. 豁免权

12.1 在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可能为自身或其资产、物业或收入提出免受（以主权或皇室身份或其他方式为由）任何法律诉讼、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、任何法院所辖司法管辖区抵销或反诉送达法律程序文件、扣押或协助执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决），或因给予任何救济，或执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决）而免受其他法律诉讼、诉讼或法律程序的情况下，或在任何上述司法管辖区中上述的豁免权可归因于其本身或其资产、物业或收入（无论是否提出豁免权）的情况下，投资者在此不可撤回地及无条件地放弃及同意不会请求或提出与任何该等法律程序有关的任何豁免权。

## 13. 法律程序文件代理人

13.1 投资者不可撤销地同意委任位于香港黄竹坑道 44 号盛德工业大厦 6 楼 C11 室（Room C11, 6/F Sing Teck Factory Building, No.44 Wong Chuk Hang Road, HONG KONG）的 HiTai (Hong Kong) Limited 海泰（香港）有限公司，为且代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。

13.2 如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为公司、独家保荐人—整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的 30 天内，向公司、独家保荐人—整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书。

#### **14. 副本**

14.1 本协议可订立为多份副本，且各方须于每份副本上签署。各副本等同于原件，但所有副本一并构成一份且属同一份文件。通过电子邮件附件(PDF)或传真印件送交本协议签署副本的签字页应为有效的送达方式。

本协议各方已由其各自的正式授权代表在文首载明日期签署本协议，**特此为证。**

签字页

公司

由 王忠善 )

代表 )

梦金园黄金珠宝集团股份有限公司 )

在以下人士的见证下: )

签署 )

见证人姓名: )

张新 )

王忠善



签字页

投资者

由 苗立志 )  
代表 )  
天津海泰资本投资管理有限公司 )  
在以下人士的见证下: )

签署 )

见证人姓名: 冯忠喆 )

冯忠喆 )

苗立志



签字页

独家保荐人

由 Rebecca Wong )  
代表 )  
中信證券（香港）有限公司 )  
在以下人士的见证下： )  
)  
)  
签署 Wang Suyi )  
)  
见证人姓名：Wang Suyi )  
)



签字页

独家保荐人 - 整体协调人及独家全球协调人

由 Rebecca Wong )

代表 )

中信里昂證券有限公司 )

在以下人士的见证下: )

签署 *Wuy Xuy* )

见证人姓名: *Zhang Yuxiang* )



## 附表 1 投资者股份

### 投资者股份数目

投资者股份数目应等于(1)相当于 7,300 万人民币的港元金额（该等金额按招股书所报港元兑人民币的收盘价计算，并且包括与投资者认购股份相关的全部税费、经纪佣金及交易费用）除以(2)发售价，向下约整至最接近每手 200 股 H 股份的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予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股份的重新分配影响。倘香港公开发售对股份的总需求跌至公司最终招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。

此外，独家保荐人—整体协调人及公司可为满足上市规则第 8.08(3)及新上市申请人指南第 4.14 章的规定，即上市时由公众人士持有的证券中，由(i)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；或 (iii) 上市规则附录 F1 所载的配售指引自行决定调整投资者股份数量的分配。

## 附表 2

### 投资者及香港子公司详情

#### 投资者

注册成立地点	: 中国
统一社会信用代码	: 91120116238998288F
主要业务	: 私募股权投资基金及股权投资
最终控股股东名称	: 天津海泰控股集团有限公司
最终控股股东注册成立地点	: 中国
最终控股股东公司统一社会信用代码	: 911200007004350800
最终控股股东主营业务	: 股权投资、高新技术产业开发区建设及产业服务
最终控股股东的股东名称及持有的权益比例	: 天津滨海高新技术产业开发区管委会，其持有天津海泰控股集团有限公司的 91.1522% 权益
招股书里关于投资者资料的披露	: 天津海泰资本为一间于中国成立之公司，其主要业务为私募基金管理及投资管理。天津海泰资本透过其全资附属公司，海泰（香港）有限公司（于香港注册成立之公司）参与我们的基石配售。天津海泰资本为天津海开信创、我们的首次公开发售前投资者的控股公司及天津海泰控股集团有限公司（「天津海泰集团」）的全资附属公司，而天津海泰集团由天津滨海高新技术产业开发区管理委员会拥有 91.1522% 权益。天津海泰集团为天津市一家大型国有企业，主要从事的活动包括技术开发、咨询及基础设施建设。
相关投资者类别（须包括在联交所的 FINI 配售人名单模板中或须由 FINI 界面就配售人披露）:	基石投资者
香港子公司的名称	: HiTai (Hong Kong) Limited 海泰（香港）有限公司

香港子公司的注册成立地点 : 中国香港

香港子公司的商业登记编号 : 76731043

香港子公司的主营业务 : 投资控股

香港子公司的唯一股东 : 天津海泰资本投资管理有限公司

招股书里关于香港子公司资料的披露 : 天津海泰资本透过其全资附属公司，海泰（香港）有限公司（于香港注册成立之公司）参与我们的基石配售。

## 附表 3

### 专业投资者认定通知

#### A 部分—如果阁下是一家机构投资者：

1. 由于阁下属于证券及期货条例附表 1 第 1 部分第 1 条“专业投资者”定义之(a)款至(i)款所述以及证券及期货条例下的任何附属法例定义之人士的范畴（“**机构专业投资者**”），因此阁下是一家专业投资者。
2. 由于阁下属于机构专业投资者，则独家保荐人一整体协调人自动豁免遵守《证监会持牌人或注册人操守准则》（“**操守准则**”）的若干规定，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人一整体协调人无这样做的监管责任：
  - 2.1 关于客户的信息
    - (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人一整体协调人正提供有关公司财务工作的建议；
    - (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
    - (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；
  - 2.2 客户协议
    - (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；
  - 2.3 为客户提供的信息
    - (i) 就本协议项下拟议交易向阁下披露有关信息；
    - (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
    - (iii) 在为阁下进行交易后立即确认交易的基本特征；

- (iv) 向阁下提供有关纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进纳斯达克-美国证交所行 NASDAQ - Amex 试点计划允许交易之证券的交易。

## 2.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 A 部分第 2.4(i)款中所述授权，并每年予以确认。

## 2.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人一整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。
3. 阁下同意并确认，独家保荐人一整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第 571Q 章）规定要求提供的任何成交单据、账户结单及收据。
  4. 签订本协议，即表明阁下向独家保荐人一整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

## B 部分—如果阁下是一家公司投资者：

1. 由于阁下属于证券及期货（专业投资者）规则（“专业投资者规则”）（中国香港法例第 571D 章）第 3(a)、(c)和(d)条所述人士之范畴，因此阁下是一家专业投资者（“公司专业投资者”）。

下列人士为专业投资者规则第 3(a)、(c)和(d)条规定的公司专业投资者：

- (i) 基于信托而获委托担任受托人的任何信托法团，于相关日期之总资产不低于 4000 万港元或其等价外币或：
  - (A) 载于编制的最近期经审计的财务报表：
    - (I) 涉及信托法团；及
    - (II) 在相关日期之前的 16 个月内；
  - (B) 通过提及一个或多个经审计的财务报表确定，每个财务报表均为编制的最近期经审计的财务报表：
    - (I) 涉及信托或任一信托；及

- (II) 在相关日期之前的 16 个月内；或
    - (C) 通过提及向信托法团签发的一个或多个保管人声明确定：
      - (I) 涉及信托或任一信托；及
      - (II) 在相关日期之前的 12 个月内；
  - (ii) 拥有下列各项之任何法团或合伙：
    - (A) 不低于 8 百万港元或其等价外币的投资组合；或
    - (B) 于相关日期或通过提及下列各项确定之不低于 4 千万港元或其等价外币的总资产；
    - (C) 编制的最近期经审计的财务报表：
      - (I) 涉及法团或合伙（视情况而定）；及
      - (II) 在相关日期之前的 16 个月内；
    - (D) 在相关日期之前的 12 个月内向法团或合伙（视情况而定）签发的一个或多个保管人声明；及
  - (iii) 于相关日期其唯一从事业务为投资控股的任何法团及于相关日期由下列一个或多个人士全资控股的任何法团：
    - (A) 属于(i)款所述范畴的信托法团；
    - (B) 单独或与联合账户中其任何联系人共同属于专业投资者规则第 3(b)条所述范畴的个人；
    - (C) 属于(ii)款所述范畴的法团；
    - (D) 属于(ii)款所述范畴的合伙。
2. 独家保荐人一整体协调人已按照操守准则第 15.3A 款将阁下评定为关于所有投资产品和市场的公司专业投资者。
3. 阁下同意被认定为公司专业投资者，理解同意被认定为公司专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人一整体协调人无这样做的监管责任：
- 3.1 关于客户的信息
- (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人一整体协调人正提供有关公司财务工作的建议；

- (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
- (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；

### 3.2 客户协议

- (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；

### 3.3 为客户提供的信息

- (i) 就本协议项下拟议交易向阁下披露有关信息；
- (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
- (iii) 在为阁下进行交易后立即确认交易的基本特征；
- (iv) 向阁下提供纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所 NASDAQ - Amex 试点计划允许交易之证券的交易。

### 3.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 B 部分第 3.4(i)款中所述授权，并每年予以确认。

### 3.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人—整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。

- 4. 阁下有权随时以书面通知独家保荐人—整体协调人的方式退出关于所有或任何投资产品或市场的公司专业投资者之认定。

5. 阁下同意并确认，独家保荐人一整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。
6. 签订本协议，即表明阁下向独家保荐人一整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

### C 部分—如果阁下是个人投资者：

1. 由于阁下属于专业投资者规则第3(b)条所述人士之范畴，因此，阁下是一位专业投资者（“个人专业投资者”）。

下列人士为专业投资者规则第3(b)条规定的个人专业投资者：

- (i) 任何个人，单独或与联合账户中任何联系人共同，于相关日期持有不低于800万港元或其等价外币的投资组合或：
  - (A) 载于该个人的审计师或注册会计师于相关日期前12个月内签发的证明书内；或
  - (B) 通过提及于相关日期前12个月内向该个人签发的（单独或与联系人共同）一个或多个保管人声明确定。
2. 阁下同意在所有投资产品 and 市场方面被认定为个人专业投资者，理解同意被认定为个人专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人一整体协调人无这样做的监管责任：
  - (i) 向阁下告知他们的业务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
  - (ii) 在为阁下进行交易后立即确认交易的基本特征；
  - (iii) 向阁下提供纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所 NASDAQ - Amex 试点计划允许交易之证券的交易。
3. 阁下有权随时以书面通知独家保荐人一整体协调人的方式退出关于所有或任何投资产品或市场的个人专业投资者之认定。
4. 阁下同意并确认，独家保荐人一整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。

5. 如果独家保荐人一整体协调人征求向阁下出售或推荐任何金融产品，该金融产品考虑到阁下的财务状况、投资经验和投资目标的情况下必须对阁下是合理适当的。本协议的其他条款或独家保荐人一整体协调人可能会要求阁下签署的任何其他文件以及独家保荐人一整体协调人可能要求阁下作出的声明，均不会背离本附表 C 部分中本第 5 款的规定。
  
6. 签订本协议，即表明阁下向独家保荐人一整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

梦金园黄金珠宝集团股份有限公司

**Matrix Capital Limited**  
(以其投资管理人的身份代表投资者)

**Matrix Income SPC**  
(作为担保人)

中信證券（香港）有限公司

中信里昂證券有限公司

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基石投资协议

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本基石投资协议（“本协议”）由以下各方于 2024 年 11 月 19 日订立

- (1) **梦金园黄金珠宝集团股份有限公司**，一家于中华人民共和国注册成立的股份有限公司（统一社会信用代码：9112000074242585X1），其注册地址为中国天津滨海高新区华苑产业区梓苑路 15 号（“公司”，连同其子公司统称为“集团”）；
- (2) **Matrix Capital Limited**，一家根据英属维京群岛（“BVI”）法律注册成立的有限公司，其注册办事处位于 Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands（“Matrix Capital”）以其投资管理人的身份代表 Matrix Income SP（“投资者”）；
- (3) **Matrix Income SPC**，一家根据开曼群岛法律成立的有限责任公司，注册为独立投资组合公司，其注册办事处位于 ICS Corporate Services (Cayman) Limited 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands（“担保人”）
- (4) 中信證券（香港）有限公司，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国香港从事证券及期货条例（定义见下文）规定的第 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（CE No. AAK249）（“中信證券香港”或“独家保荐人”）；及
- (5) 中信里昂證券有限公司，一家根据中华人民共和国香港特别行政区法律注册成立的公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国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 7 类（提供自动化交易服务受规管活动）（CE No. AAB893）（“中信里昂證券”、“独家保荐人—整体协调人”或“独家全球协调人”）。

鉴于：

- (A) 公司已申请通过全球发售（“全球发售”）方式将其股本于联交所（定义见下文）上市，包括：
  - (i) 公开发售，公司提呈 4,395,800 股股份（定义见下文）供中国香港公众人士认购（“香港公开发售”）；及
  - (ii) 依据证券法（定义见下文）下的 S 规例（定义见下文）于美国境外向投资者（包括向中国香港的专业及机构投资者进行配售）有条件配售 39,561,000 股股份（“国际发售”）。

- (B) 中信證券香港担任独家保荐人及中信里昂證券作为全球发售的独家保荐人—整体协调人及独家全球协调人。
- (C) Matrix Capital 代表投资者有意根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）附表 2 所载有关投资者的描述。Matrix Capital 是以投资者的投资管理人的身份，代表投资者作为本协议缔约方签署和交付本协议。
- (D) 作为公司、Matrix Capital（代表投资者）、独家保荐人及独家保荐人—整体协调人同意受本协议条款约束之对价，担保人作为投资者所属的独立投资组合公司，为保证投资者履行本协议，同意作为本协议缔约方签订和交付本协议并作出若干陈述、保证及承诺。

订约各方谨此同意以下各项：

## 1. 释义及诠释

1.1 于本协议（包括其附表）内，下列各字词具有以下涵义：

“**联属人士**”就具体人士或实体而言，除非上下文另有规定，指通过一个或多个中间人直接或间接控制、受控于特定人士或实体或与其处于共同控制下的任何人士或实体。就该定义而言，“控制”（包括“控制中”、“受控于”及“处于共同控制下”）指直接或间接拥有指示或安排某个人士的管理及政策的权力，无论通过拥有具表决权的证券、以合约或以其他方式；

“**会计及财务汇报局**”指会计及财务汇报局；

“**投资总额**”指发售价乘以投资者股份数目所得金额；

“**批准**”具有第 6.2(f)条赋予该词的涵义；

“**联系人 / 紧密联系人**”具有上市规则赋予该词的涵义，且“**各联系人/各紧密联系人**”应作相应解释；

“**授权接收人**”具有第 6.1(m)条赋予该词的涵义；

“**经纪佣金**”指按照上市规则费用规则第 7(1)段规定，按投资总额的 1%计算的经纪佣金；

“**营业日**”指中国香港持牌银行一般开放作正常银行业务运作及联交所开放进行证券买卖业务的任何日子，不包括星期六及星期日及中国香港公众假期；

“**中央结算系统**”指由香港中央结算有限公司设立及营运的中央结算及交收系统；

“交割”指本协议条款及条件规定的投资者股份认购交割；

“操守准则”具有附表 3 赋予该词的涵义；

“公司条例”指中国香港法例第 622 章公司条例，经不时修订、补充或以其他方式修改；

“公司（清盘及杂项条文）条例”指中国香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订、补充或以其他方式修改；

“关连人士 / 核心关连人士”具有上市规则赋予该词的涵义，且“各关连人士 / 各核心关连人士”应作相应解释；

“合约（第三者权利）条例”指中国香港法例第 623 章合约（第三者权利）条例，经不时修订、补充或以其他方式修改；

“控股股东”，除非上下文另有规定，应具有上市规则赋予该词的涵义，且“各控股股东”应作相应解释；

“公司专业投资者”具有附表 3 赋予该词的涵义；

“中国证监会”指中国证券监督管理委员会；

“延迟交付日期”指在香港公开发售和国际发售的承销协议均已签订并已成为无条件协议且尚未终止的前提下，独家保荐人—整体协调人应依据第 4.3 条通知投资者的较迟日期；

“处置”就任何相关股份而言包括直接或间接；

- (i) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置在相关股份中的、或在可兑换为或可行使或交换成相关股份的任何其他证券中的、或代表有关收取有关相关股份中的任何法律或实益权益（包括设立或任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利），或在该等权益上增设任何性质的第三方权利，或订约进行（不论直接或间接及不论有条例或无条件）；或
- (ii) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份或该等其他证券的任何经济后果或拥有权的附带事项或其中的任何权益；或
- (iii) 订立任何其他直接或间接与上文(i)及(ii)项所述任何前述交易具有相同经济影响的交易；或

(iv) 同意或签署合同或公开宣布有意订立上文(i)、(ii)及(iii)项所述的任何前述交易，且在各种情况下，不论任何上文(i)、(ii)及(iii)项所述的前述交易是否通过交付相关股份或其他可兑换为或可行使或交换相关股份的证券、现金或以其他方式结算；并按此诠释“处置”；

“**纠纷**”具有第 12.2 条赋予该词的涵义；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有叙文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、委员会、团体、机关或机构或任何证券交易所、自我规管机构或其他非政府监管机构（包括但不限于联交所、证监会及中国证监会），或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司及（如文义要求），或按上下文需要，就公司成为其现有附属公司的控股公司之前的任何时期而言，该等附属公司视同相关时间为公司的附属公司；

“**港元**”指中国香港法定货币；

“**中国香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)项赋予该词的涵义；

“**获弥偿保证方**”具有第 6.5 条赋予该词的涵义，及“**获弥偿方**”指其中任何一方（按上下文所规定）；

“**个人专业投资者**”具有附表 3 赋予该词的涵义；

“**机构专业投资者**”具有附表 3 赋予该词的涵义；

“**国际发售**”具有叙文(A)项赋予该词的涵义；

“**国际发售通函**”指公司预期因国际发售而向有意投资者（包括投资者）刊发的最终发售通函；

“**投资者股份**”指投资者根据本协议条款及条件将于国际发售中认购的股份数目，按附表 1 计算并由公司及独家保荐人—整体协调人厘定；

“**法律**”指所有相关司法辖区的任何政府机关（包括联交所、证监会及中国证监会）的法律、法例、成文法、条例、规定、法规、指引、指南、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的 0.0027%或于上市日期的现行交易征费（作为证监会交易征费），投资总额的 0.00015%（作为会计及财务汇报局交易征费），及投资总额的 0.00565%或于上市日期的现行交易费（作为联交所交易费）；

“**上市日期**”指股份首次于联交所主板上市日期；

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所上市决定、指引、指南及其他规定，经不时修订、补充或以其他方式修改；

“**禁售期**”具有第 5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售将予发行股份的每股最终港元价格（不包括经纪佣金及征费）；

“**超额配股权**”具有国际发售通函赋予该词的涵义；

“**各方**”指本协议所列的各方，而“一方”应指彼等其中一方（按上下文所规定）；

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

“**初步发售通函**”指公司预期因国际发售而向有意投资者（包括投资者）刊发的初步发售通函（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 部分赋予该词的涵义；

“**专业投资者规则**”具有附表 3 赋予该词的涵义；

“**专业投资者认定通知**”具有第 6.2(k)条赋予该词的涵义；

“**招股书**”指公司因香港公开发售而在中国香港刊发的最终招股书；

“**公共文件**”指国际发售的初步发售通函及国际发售通函，以及公司将就香港公开发售而在中国香港刊发的招股书，以及公司就全球发售而可能发出的其他文件及公布（分别经不时修订或补充）；

“**S 规例**”指《证券法》S 规例；

“**监管机构**”具有第 6.2(h)条赋予的涵义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而衍生自投资者股份的公司任何股份或其他证券或权益；

“**证券法**”指美国 1933 年证券法（经修订）及颁布的其各项规则及法规；

“**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**”指中国香港法例第 571 章《证券及期货条例》，经不时修订、补充或以其他方式修改；

“**股份**”指公司根据全球发售将于中国香港发行的每股面值人民币 1.00 元的 H 股，将以港元认购及买卖并拟于联交所上市及交易；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚地区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

- (a) 所提述的“条款”、“分条”或“附表”乃指本协议的条款或分条或附表；
- (b) 索引、条款及附表标题仅供说明之用，并不影响本协议的构成或解释；
- (c) 附表为本协议的组成部分，如同本协议的正文所明订者具有相同效力及效果，而任何对本协议的提述均包括附表；
- (d) 单数词应包括复数，反之亦然。意指某一性别的词应包括另一性别；
- (e) 凡提及本协议或另一法律文书均包括它们其中一项的任何变更或取代文件；
- (f) 提述法规或法定条文时包括提述：
  - (i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规或条文；

- (ii) 其重新颁布（不论是否修订）时被废除的任何法规或法定条文；及
- (iii) 其项下作出的任何附属立法；
- (g) 除非另有指明，所提述的时间及日期分别为中国香港时间及日期；
- (h) 所提述的“人士”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；
- (i) 所提述的“包括”、“包含”及“其中包括”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于；及
- (j) 所提述的任何非中国香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关中国香港法律词汇最相近的涵义。

## 2. 投资

2.1 待下文第 3 条提述之条件达成后（或被各方豁免，但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条载列的条件不可豁免，且第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免），及在本协议其他条款及条件的规限下：

- (a) 作为国际发售的一部分，投资者将通过独家保荐人—整体协调人及 / 或其附属人士（以其作为国际发售相关部分的国际承销商的代表身份），按发售价认购投资者股份，且公司将发行、配发及配售且独家保荐人—整体协调人将分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份予投资者；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额、经纪佣金及征费。

2.2 [保留编号]

2.3 独家保荐人—整体协调人可以酌情自行决定全部或部分的投资者股份的交付应按照国家第 4.3 条的规定于延迟交付日期进行。

2.4 公司及独家保荐人—整体协调人（代表其自身及其他全球发售承销商）将以其协定的方式厘定发售价。投资者股份的准确数目将由公司及独家保荐人—整体协调人根据附表 1 最终厘定，该厘定将为最终决定并对投资者具约束力（存在明显错误的情况除外）。

## 3. 交割条件

- 3.1 投资者根据本协议所述认购投资者股份的义务，以及公司及独家保荐人—整体协调人根据第 2.1 条所述发行、配售、分配、配发及 / 或交付（视情况而定）或促致发行、配售、分配、配发及 / 或交付（视情况而定）投资者股份的义务仅于交割时或交割前，下列条件已达成或获各方豁免（但第 3.1(a)条、 3.1(b)条、 3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免）时方可作实：
- (a) 香港公开发售的承销协议及国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方初定的豁免或修订条款），且前述所有承销协议并未终止；
  - (b) 发售价已经由公司、独家保荐人—整体协调人（为其本身及代表其他全球发售的承销商）商定；
  - (c) 联交所的上市委员会已批准股份（包括投资者股份以及其他适用的豁免及批准）上市及买卖，且有关批准、许可或豁免并无于股份于联交所开始买卖前撤回；
  - (d) 任何政府机关并未制定或颁布任何法律，禁止全球发售或本协议拟进行的交易的完成，并且不应有具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易的完成；及
  - (e) **Matrix Capital**（代表投资者）及担保人在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面均准确、真实、完整及不具误导性，且投资者及担保人没有严重违反本协议。
- 3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十(180)天（或经公司、投资者、独家保荐人—整体协调人及独家保荐人可能书面协定的其他日期）或之前达成或前述各项条件仍未获各方豁免（但第 3.1(a)条、 3.1(b)条、 3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免），则投资者购买投资者股份的义务，以及公司及独家保荐人—整体协调人发行、配售、分配、配发及 / 或交付（视情况而定）或促致发行、配售、分配、配发及 / 或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方在商业操作上切实可行时（在任何情况下均不迟于本协议终止日起 30 日内）尽快不计利息退还予投资者，且本协议亦告终止及无效，而公司、独家保荐人—整体协调人及 / 或独家保荐人的所有义务与责任将告终止，惟根据本第 3.2 条，终止本协议不得损害任何一方于本协议终止时或之前就其中所载条款对其他各方的既有权利或责任。

为免生疑问，本条内容概不构成给予 **Matrix Capital**（代表投资者）及担保人更正其各自根据本协议到本条前述日期为止期间对各项陈述、保证、承诺、确认及承认的任何违反的权利。

3.3 Matrix Capital（代表投资者）及担保人承认，概无保证将完成全球发售或全球发售不会被推迟或终止，倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，则公司、独家保荐人—整体协调人或独家保荐人概不对投资者及担保人承担任何责任。倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，Matrix Capital（代表投资者）及担保人各自特此放弃对公司、独家保荐人—整体协调人及 / 或独家保荐人或其各自附属人士、子公司、高级职员、董事、监事、雇员、顾问、职员、联系人、合伙人、代理人或代表提出任何申索或采取任何行动的任何权利（如有）。

#### 4. 交割

- 4.1 在第 3 条和本第 4 条的规限下，根据国际发售及作为其中部分，投资者将通过独家保荐人—整体协调人（及 / 或其附属人士）（作为国际发售有关部分的国际承销商的国际代表）以发行价购买投资者股份。因此，投资者股份将在国际发售交割时（或在延迟交付日期）同时以公司和独家保荐人—整体协调人商定的方式被购买。
- 4.2 投资者须，且担保人保证且将促使投资者须，于上市日期前的营业日（或公司、独家保荐人—整体协调人和投资者书面同意的其他时间）以同日收款入帐的方式向独家保荐人—整体协调人在不迟于上市日期前足一(1)个营业日书面通知投资者的港元银行账户全数电汇投资总额，连同相关经纪佣金及征费，并通过即时可用的港元净资产净额，不得作出任何扣减或抵销。独家保荐人—整体协调人向投资者发出的有关通知将包括但不限于付款账户明细及投资者于本协议项下应付的款项总额。
- 4.3 如果独家保荐人—整体协调人自行酌情决定全部或部分投资者股份应在晚于上市日期的日期交付（“**延迟交付日期**”），独家保荐人—整体协调人应(i)不迟于上市日期前两(2)个营业日书面通知投资者将延迟交付的投资者股份的数量；及(ii)不迟于实际延迟交付日期前两(2)个营业日书面通知投资者延迟交付日期，但前提是延迟交付日期不得迟于可行使超额配股权的最后一日之后三(3)个营业日。独家保荐人—整体协调人的上述决定对投资者及担保人具有决定性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者仍应根据第 4.2 条的规定支付投资者股份的价款。
- 4.4 在按照第 4.2 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须将投资者股份直接存入中央结算系统中的中央结算系统投资者账户或中央结算系统股份账户，该等账户信息由投资者于上市日期（或根据第 4.3 条商定的延迟交付日期）之前两(2)个营业日前以书面形式告知独家保荐人—整体协调人。
- 4.5 在不影响第 4.3 条的情况下，投资者股份亦可以公司、独家保荐人—整体协调人、独家保荐人及投资者书面协定的任何其他方式进行交付，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。

- 4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人—整体协调人及独家保荐人各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人—整体协调人及独家保荐人各自的所有义务及责任将告结束及终止（惟不损害公司、独家保荐人—整体协调人及独家保荐人因投资者及担保人未能履行彼等各自于本协议下的义务而可能向其提出任何申索的权利）。在任何情况下，投资者及担保人各自须就各获弥偿方可能因投资者及担保人未能根据第 6.5 条悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失及损害赔偿承担全部责任，并就此向他们作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿保证。
- 4.7 倘公司、独家保荐人—整体协调人及独家保荐人因公司、独家保荐人—整体协调人和独家保荐人（视情况而定）无法控制的情形而导致无法履行或迟延履行其在本协议项下的义务，包括但不限于自然灾害、水灾、疾病、流行病或大流行病的爆发或升级，宣布国家、国际或区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共骚乱、政治不稳定或敌对行动的威胁和升级、战争（无论是宣战的还是未宣战的）、恐怖主义、火灾、暴乱、叛乱、内乱、疫情或瘟疫、暴乱、罢工、停工、其他工业行动、供电或其他供应的全面中断、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何汇款系统故障、禁运、劳资纠纷以及任何现有或未来法律、条例、法规或任何现有或未来的政府活动的变更等，则公司、独家保荐人—整体协调人、独家保荐人及其各自的联属人士、子公司、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表均不对其无法履行或迟延履行其在本协议项下义务的任何行为承担责任。

## 5. 对投资者的限制

- 5.1 在第 5.2 条的规限下，Matrix Capital（代表投资者）及担保人同意并向公司、独家保荐人—整体协调人及独家保荐人承诺和保证，在未获公司、独家保荐人—整体协调人及独家保荐人事先书面同意前，投资者不会，并将促使其联属人士不得于上市日期起（包括该日）至上市日期后六(6)个月之日（包括该日）止期间（“**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持有任何相关股份的任何公司或实体的任何权益；(ii)允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)订立与任何上述交易直接或间接具有相同经济影响的任何交易或（iv）同意或签订合同，或公开宣布有意进行第(i)、(ii)和(iii)项所述的任何交易。
- 5.2 在满足以下条件时，第 5.1 条所载任何规定均不会限制投资者在禁售期内向投资者的任何全资附属公司转让全部或部分相关股份：
- (a) 在有关转让之前，该全资附属公司以令公司、独家保荐人—整体协调人及独家保荐人满意的条件向其并代表其利益作出书面承诺同意受投资者被本协议项下的义务约束，且投资者承诺促使该全资附属公司受投资者被本协议下的

义务所约束，包括本第 5 条对投资者施加的义务及限制，如同该全资附属公司本身须遵守该等义务及限制；

- (b) 该全资附属公司被视为已作出本协议规定的相同承认、承诺、确认、声明及保证；
- (c) 投资者及该全资附属公司被视为持有所有相关股份的投资者，并共同及各别承担本协议规定的所有责任及义务；
- (d) 倘于禁售期到期前的任何时间，该全资附属公司不再或日后不再为投资者的全资附属公司，其应（及投资者须促使该附属公司应）立即（在任何情况下均在停止为投资者的全资附属公司之前）向投资者或其另一家全资附属公司悉数及有效转让其持有的相关股份，并且该全资附属公司须以令公司、独家保荐人—整体协调人及独家保荐人满意的条件向其并代表其利益作出或投资者须促使其作出书面承诺，同意受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的限制，并作出本协议下的相同确认、声明及保证，如同该另一全资附属公司本身须遵守该等义务及限制，并共同及各别承担本协议规定的所有责任及义务；及
- (e) 该全资附属公司(i)并非美国人士；(ii)位于美国境外；及(iii)将依据证券法 S 规例在离岸交易中购买相关股份。

**5.3** Matrix Capital（代表投资者）及担保人各自同意及承诺，除非经公司、独家保荐人—整体协调人及独家保荐人事先书面同意，投资者、担保人及其各自的联系人或紧密联系人于公司已发行股本总额中合共（直接及间接）持有的股份须少于公司全部已发行股本的 10%（或就“主要股东”的定义而言，上市规则不时规定的其他百分比）。Matrix Capital（代表投资者）及担保人同意，当发现投资者、担保人及其各自联系人或紧密联系人合共（直接及间接）持有的股份将达到或超过公司全部已发行股本的 10%（或就主要股东的定义而言，上市规则不时规定的其他百分比，或联交所不时规定构成公众股东的其他百分比），则投资者会将该情况尽快通知公司及独家保荐人—整体协调人。

**5.4** Matrix Capital（代表投资者）及担保人各自同意，投资者于公司股本中所持股份乃基于自营投资，并将按公司、独家保荐人—整体协调人及 / 或独家保荐人的合理要求向其提供合理证据，以证明投资者乃基于自营投资而持有公司股本。投资者不得及担保人须促使投资者不会，且两者须促使其各自的控股股东、联系人及各自的实益拥有人不会于簿记建档过程中申请或认购全球发售中的股份（投资者股份除外）或在香港公开发售中申请认购股份。

**5.5** Matrix Capital（为其自身及代表投资者）及担保人及其等各自之联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、高级职员、雇员或代理订立任何与上市规则（包括联交

所《新上市申请人指南》或中国香港监管机构发布的书面指引或指南）不符或与之相抵触的安排或协议（包括任何附函）。

## 6. 承认、声明、承诺及保证

### 6.1 Matrix Capital（为其自身及代表投资者）及担保人共同及个别向公司、独家保荐人—整体协调人及独家保荐人声明、保证、承诺、承认、同意及确认：

- (a) 公司、独家保荐人—整体协调人、独家保荐人及他们各自的联属人士、其或其联属人士的董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期限或任何时间）进行或完成，或者就发售价将属于公共文件所列的指示范围发表任何声明及作出任何保证或承诺，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公共文件所列的指示范围向投资者及担保人承担任何责任；
- (b) 本协议、Matrix Capital、投资者及担保人及其等各自之最终控股股东的背景资料及本协议所涉及各方之间的关系及安排须按照上市规则及监管机构的要求于全球发售的公共文件及其他市场推广及路演材料中披露，而投资者及担保人及其等各自之最终控股股东的背景资料将在公共文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须向中国香港监管机关备案及就全球发售或以其他方式按照公司（清盘及杂项条文）条例及上市规则供展示；
- (c) 根据上市规则或在 FINI 上必须提交给联交所的有关 Matrix Capital 及投资者的信息将与公司、联交所、证监会和其他必要的香港监管机构共享，并将列入一份综合获配售人名单，该名单将在 FINI 上向独家保荐人—整体协调人披露；
- (d) 发售价通过公司与独家保荐人—整体协调人（为其本身及代表其他承销商）之间的定价协议，按照全球发售的条款及条件以排他性的方式自行厘定，投资者及担保人无权就此提出任何异议；
- (e) 投资者将通过独家保荐人—整体协调人及 / 或其联属人士（以国际发售的国际承销商的国际代表的身份）认购投资者股份；
- (f) 投资者将根据组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
- (g) Matrix Capital、投资者及担保人并非公司的附属公司或其控股股东或代表该附属公司行事的人士；

- (h) 投资者股份数目可能会受根据上市规则第 18 项应用指引、联交所《新上市申请人指南》在国际发售与香港公开发售之间进行的股份重新分配或联交所不时批准、适用于公司的其他分配比例所影响；于订立本协议日期或前后或于本协议日期后但于国际发售结束前的任何时间，公司、独家保荐人—整体协调人及 / 或独家保荐人与一名或以上其他投资者就类似投资已订立或可能及 / 或建议订立协议，作为国际发售的一部分；公司、独家保荐人—整体协调人、独家保荐人、上述人士的任何附属公司、代理人、董事、雇员、附属公司或任何参与全球发售的其他人士对收购或交易投资者股份产生的任何税务、法律、汇率或其他经济或其他后果均不承担任何责任；
- (i) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或为美国人士的缘故或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中，或在任何其他司法辖区进行者或根据任何其他适用法律的豁免情况或在不受任何其他适用法律的规限的交易中在任何其他司法辖区或为任何人士之利益进行者则作别论；
- (j) 其等理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (k) 其等明白，公司、独家保荐人—整体协调人、独家保荐人或国际发售的任何一名国际承销商并未有就投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (l) 除第 5.2 条规定者外，倘任何投资者股份由附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (m) 其等已收到（及可能日后收到）与投资者投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且：(i) 在该等信息因非投资者及担保人或其各自的任何授权接收人的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则，仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、其或其联属人士的附属公司、董事、高级职员、雇员、顾问及代表（“**授权接收人**”）披露；(ii) 其等将尽全力确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；及(iii) 其不会并将确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信

息)不会以可能会导致违反美国、中国香港、中国或任何其他适用司法辖区与该交易有关的证券法律(包括任何内幕交易规定)的方式直接或间接购买、出售或买卖或交易公司或其附属人士或联系人的股份或其他证券或衍生工具;

- (n) 按保密基准提供予 **Matrix Capital** (为其自身及代表投资者) 及担保人及 / 或其等各自代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已按保密基准提供 (无论以书面还是口头形式) 予投资者及 / 或担保人及 / 或其等各自之代表的任何其他材料, 不得复制、披露、流通或散布予任何其他人士, 且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善, 投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问:
- (i) 在任何禁止要约、招揽或出售的司法辖区, 招股书草稿或初步发售通函草稿或任何其他可能已提供予 **Matrix Capital** (代表投资者) 及担保人及 / 或其各自的代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽, 而招股书草稿或初步发售通函草稿或任何其他可能已提供 (无论以书面还是口头形式) 予 **Matrix Capital** (代表投资者) 及担保人及 / 或其各自的代表的材料中并无任何内容应构成任何合同或承诺的基准;
- (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供 (无论以书面还是口头形式) 予 **Matrix Capital** (代表投资者) 及担保人及 / 或其各自的代表的材料作出或收取任何认购、收购或购买任何股份或其他证券的要约或邀请; 及
- (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供 (无论以书面还是口头形式) 或交付予 **Matrix Capital** (代表投资者) 及担保人的材料于订立本协议后可能进一步作出修订, 故投资者于决定是否投资于投资者股份时不应加以依赖, 且 **Matrix Capital** (代表投资者) 及担保人特此同意该等修订 (如有) 并放弃与该等修订 (如有) 相关的权利;
- (o) 本协议并不共同或各别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约;
- (p) **Matrix Capital**、投资者、担保人、其等各自之附属人士以及代表投资者及其附属人士行事的任何人士, 并未实施或将不实施关于股份的任何直接销售 (定义见 S 规例);
- (q) 其等已获得其认为对评估收购投资者股份的利弊及风险必要或有利的的所有合理资料, 并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜, 咨询公司、独家保荐人—整体协

调人或独家保荐人并获得答复，且公司已就于投资者股份的投资向 Matrix Capital（代表投资者）及担保人或其等各自之代理提供投资者或其代表要求的所有合理文件及资料；

- (r) 在作出投资决定时，Matrix Capital（代表投资者）及担保人各自于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的资料，而非任何其他可能已由公司、独家保荐人—整体协调人及 / 或独家保荐人或其代表（包括其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）提供予 Matrix Capital（代表投资者）及担保人的任何其他资料，公司、独家保荐人—整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概不就国际发售通函未包含的任何该等资料或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、独家保荐人—整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士目前不会且将来亦不会因 Matrix Capital、投资者及担保人或其等各自之董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等资料或材料，或其他在国际发售通函中未包含的任何资料而产生的后果负上任何责任；
- (s) 独家保荐人—整体协调人、独家保荐人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终国际发售通函另有规定外，公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；
- (t) 投资者及担保人各自将遵守本协议、上市规则及任何关于其处置任何相关股份、（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (u) 其已自行对公司及投资者股份以及本协议既定的投资者股份认购条款进行核查，并自行取得其认为必需或适当的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），或另就投资者股份之投资相关（包括税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或独家保荐人—整体协调人、独家保荐人或有关全球发售的任何承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人—整

体协调人、独家保荐人或其各自的联系人、联属人士、董事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；

- (v) 明确现时并无投资者股份的公开市场，而公司、独家保荐人—整体协调人及独家保荐人、亦不保证投资者股份将拥有公开市场；
- (w) 任何股份买卖均须遵守适用法律法规（包括证券及期货条例、上市规则、证券法及任何其他适用法律法规或任何主管证券交易所的相关规则对股份交易的限制）；
- (x) 在全球发售基于任何理由而延迟或不能完成的情况下，公司、独家保荐人—整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或担保人或其等各自附属公司所需承担的责任；
- (y) 在签订本协议之时或前后，或在此后但在国际发售交割之前的任何时间，作为国际发售一部分，公司已或将与一个或多个其他投资者签订与本协议类似的投资协议；
- (z) 公司及独家保荐人—整体协调人将有全权酌情权，决定变更或调整(i)根据全球发售将发行的股份数目；及(ii)根据香港公开发售及国际发售分别将予发行的股份数目；
- (aa) **Matrix Capital**（代表投资者）及担保人各自同意根据第 4.2 条于上市日期或该等其他协定日期支付投资总额及相关经济佣金及征费；
- (bb) 任何就相关股份做出的任何发售、出售、质押或其他转让将不被公司承认（但遵守本协议限制的除外）；
- (cc) 公司及独家保荐人—整体协调人可为满足上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超近 50%，自行决定调整投资者股份数量的分配；及
- (dd) 担保人为投资者所属的独立投资组合公司。

6.2 **Matrix Capital**（为其自身及代表投资者）及担保人共同及各别向公司、独家保荐人—整体协调人及独家保荐人作出进一步声明、保证及承诺：

- (a) Matrix Capital、投资者及担保人均已正式注册成立，并依其注册成立地点的法律有效存续，且概无提交呈请、作出责令或通过其清算或清盘的有效决议案；
- (b) Matrix Capital、投资者及担保人均对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；
- (c) Matrix Capital 及担保人均拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权），特别是，Matrix Capital 有权代表投资者订立及交付本协议；
- (d) 本协议已获 Matrix Capital、投资者及担保人正式授权、签订及交付，构成对 Matrix Capital、投资者及担保人各自合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (e) Matrix Capital、投资者及担保人均已采取且将于本协议的有效期限内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (f) 根据适用于投资者及担保人的任何相关法律且须经投资者通过认购本协议下的投资者股份所获的所有同意、批准、授权、许可及登记（“批准”）均已获准且完全有效，且未被无效、撤销、撤回或废止，该等批准概不受未实施或履行之任何先决条件所限。Matrix Capital（为其自身及代表投资者）进一步同意并承诺，如任何该等批准因任何原因不再完全有效或被作废、撤销、撤回或作废，Matrix Capital 及 / 或投资者将立即书面通知公司、独家保荐人及独家保荐人—整体协调人；
- (g) Matrix Capital（代表投资者）及担保人各自签订及交付本协议以及各方履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者或担保人违反(i) Matrix Capital、投资者或担保人公司章程大纲或其他组成或章程文件；或(ii) Matrix Capital、投资者或担保人分别就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购或收购（视情况而定）投资者股份的其他法律；或(iii)任何对 Matrix Capital、投资者或担保人分别具有约束力的协议或其他文书，或(iv)对 Matrix Capital、投资者或担保人分别具有司法管辖权的任何政府机关的任何判决、命令或法令；
- (h) Matrix Capital、投资者及担保人均已且将遵守与认购投资者股份相关的所有司法辖区的所有适用法律，包括按适用部门或机构或证券交易所（“监管机构”）的规定及时以直接或间接的方式通过公司、独家保荐人—整体协调人及 / 或独家保荐人向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机构或证券交易所提供或促使或促成他人提供有关资料（包

括但不限于(i) 投资者股份的最终实益拥有人（如有）及 / 或发出有关收购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成立地点）；(ii) 本协议项下拟进行的交易（包括但不限于本协议项下的投资者股份认购的详情、投资者股份数目、总投资金额及禁售限制）；(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及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该交换安排或其他金融或投资产品的提供者）；及/或 (iv) 投资者及其实益拥有人及 / 或联系人与公司及其任何股东之间的任何关连关系）（统称“**投资者相关信息**”），并须在任何监管机构要求的时间内披露。Matrix Capital（代表投资者）及担保人各自进一步授权公司、独家保荐人—整体协调人、独家保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表根据上市规则或适用法律的规定或任何相关监管机构的要求，向该等监管机构和/或在任何公开文件或其他公告或文件中披露任何与投资者相关信息；

- (i) Matrix Capital、投资者及担保人各自在金融及商业事务方面拥有相关的知识及经验，因此，其(i)有能力评估对投资者股份进行投资将带来的益处及风险；(ii)有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii)已了解其认为对决定是否对投资者股份进行投资属必要或适用的所有资料；及(iv)在对处于类似发展阶段的公司的证券进行投资的交易方面拥有充足经验；
- (j) Matrix Capital 及投资者日常业务为买卖股票或债券或其为专业投资者，且通过订立本协议，其并未成为与本协议项下拟进行交易有关的任何独家保荐人—整体协调人或独家保荐人的客户；
- (k) Matrix Capital 及投资者是一家专业投资者（定义见证券及期货条例附表 1 第 1 部分及其下附属法例）（“**专业投资者**”），且其已阅读并理解本协议附表 3 中所述专业投资者认定通知（“**专业投资者认定通知**”）且确认并同意专业投资者认定通知中涉及其购买本协议项下投资者股份之内容。就专业投资者认定通知而言，该通知中提及的“阁下”及“阁下的”应指和 / 或有效提及的投资者及关于投资者，该通知中提及的“我们”及“我们的”应指和 / 或有效提及的独家保荐人—整体协调人或其各自的联属人士；
- (l) 投资者作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份，且投资者无权指定任何人士担任公司董事、监事或高级人员；
- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（定义见证券法 S 规例）中进行，且其并非美籍人士；
- (n) 投资者将于豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；

- (o) 投资者及其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会构成关连交易或导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议，且于紧随本协议完成后将独立于公司任何关连人士，并不会与该等人士就公司的控制事宜一致行动（定义见证监会发布的公司收购、合并及股份回购守则）的任何其他一方或各方之间存在何种关系；(iii)具有履行本协议项下所有义务的财务能力；(iv)并无直接或间接接受(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或其子公司的任何董事、行政主管、现有股东或他们各自的任何联系人（定义见上市规则）的资助、捐助或支持，且并无惯常接受亦未接受任何有关上述人士关于收购、出售、投票表决或以其他方式处置公司证券的任何指示；(v)不属于上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何类别中人士；及(vi) 除非另以书面方式向公司、独家保荐人及独家保荐人—整体协调人披露外，与公司及其任何股东之间并无任何关连关系；
- (p) 各投资者、其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人并非全球发售的任何独家保荐人—整体协调人、独家保荐人、账簿管理人、牵头经办人及承销商以及独家保荐人—整体协调人、除保荐人—整体协调人之外的银团成员或任何承销商的“关连客户”。“关连客户”、“保荐人—整体协调人”、“除保荐人—整体协调人之外的银团成员”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (q) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；
- (r) **Matrix Capital**、投资者或担保人及其等各自之联系人均非公司或其联系人的董事（包括于之前 12 个月内担任董事）、监事或现任股东或上述任何人士的代名人；
- (s) 除先前已通知中信里昂證券外，投资者或其实益拥有人均不属于(i)联交所 FINI 获配售人名单模板所列或 FINI 有关获配售人界面要求披露的任何获配售人类别（“基石投资者”除外）；或(ii)上市规则第 12.08A 条要求在公司配股结果公告中指定的任何获配售人类别；
- (t) **Matrix Capital**、投资者或担保人并未且不会与任何“承销商”（定义见证券法 S 规例）就分销股份订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；

- (u) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）以及联交所《新上市申请人指南》的规定进行；
- (v) 投资者及其实益拥有人及 / 或联系人概无以公司任何关连人士、独家保荐人—整体协调人、独家保荐人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；Matrix Capital、投资者或担保人及其各联系人（如有）均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，且与该等人士并无关连；
- (w) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；
- (x) 担保人承诺保证投资者（包括本协议规定的投资者的任何及所有受让人）适当并按时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、承认、确认及约定；及倘及无论何时投资者于履行或达成任何投资者义务（包括付款义务）时因任何原因而违反任何规定，则担保人应立即按要求以本协议规定的方式无条件履行或促使履行、达成或促使达成与上述违约情形有关的投资者在本协议项下的义务（包括付款义务，视情况而定），以便公司、独家保荐人—整体协调人及独家保荐人获赋予在投资者已适当履行及达成付款义务等投资者义务的情况下其应得的利益。该担保构成一项直接的、主要的及无条件的义务，一经要求即向公司、独家保荐人—整体协调人及独家保荐人支付投资者按照本协议规定有责任支付的任何款项，且一经要求立即履行投资者在本协议项下的义务，无需要求公司、独家保荐人—整体协调人及独家保荐人事先对投资者或任何其他人士采取措施，该担保应为持续担保，因此在所有投资者义务（包括付款义务）均获履行或达成前将一直有效；
- (y) 除先前以书面形式向公司、独家保荐人—整体协调人及独家保荐人披露外，投资者、其实益拥有人及 / 或联系人并未订立且不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品的安排；
- (z) 投资者未获得且未计划获得贷款或其他形式的融资以履行其在本协议项下的支付义务；
- (aa) 除根据本协议外，投资者或其任何紧密联系人未曾也不会就全球发售项下的任何股份通过簿记建档程序申请或下达订单；及
- (bb) 投资者及其紧密联系人（直接或间接）合计持有的公司全部已发行股本不得导致公司的公众持股量（具有上市规则中规定的含义）降至低于上市规则要求或联交所另行批准的比例。

6.3 **Matrix Capital**（为其自身及代表投资者）及担保人各自向公司、独家保荐人—整体协调人及独家保荐人声明及保证，本协议所载的以及向监管机构及/或公司、独家保荐人—整体协调人及独家保荐人及其各自的关连方提供的，有关其本身及其为成员公司的集团的详情及所有 **Matrix Capital**、投资者及担保人相关信息在所有方面均属真实、完整及准确，且无误导成分。

在不影响第 6.1(b) 条规定的情况下，**Matrix Capital**（为其自身及代表投资者）及担保人各自不可撤回地同意，倘公司、独家保荐人—整体协调人及独家保荐人全权认为有必要，则于公开文件、市场推广及路演材料以及公司、独家保荐人—整体协调人及 / 或独家保荐人可能就全球发售刊发的其他公告中引述及载列其等名称及本协议的全部或部分详情（包括附表 2 所载详情）。**Matrix Capital**（为其自身及代表投资者）及担保人各自承诺会尽快提供有关其等、其等的所有权（包括最终实益拥有权）及 / 或公司、独家保荐人—整体协调人及 / 或独家保荐人可能合理要求的其他事项的其他资料及 / 或支持文件，以确保其等符合适用法律及 / 或公司或证券登记及 / 或联交所、证监会及中国证监会等主管监管机构的要求。**Matrix Capital**（为其自身及代表投资者）及担保人各自谨此同意，经审阅将载入公开文件草稿及不时提供予 **Matrix Capital**、投资者或担保人的其他有关全球发售的市场推广材料以及 **Matrix Capital**、投资者或担保人可能合理要求作出修订（如有）的有关其本身及其为成员公司的集团的详情后，**Matrix Capital**、投资者及担保人各自应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

6.4 **Matrix Capital**（为其自身及代表投资者）及担保人各自明白，第 6.1 及 6.2 条所载的声明及确认乃按中国香港法例及美国证券法等的规定作出。**Matrix Capital**（为其自身及代表投资者）及担保人各自承认，公司、独家保荐人—整体协调人、独家保荐人、承销商及彼等各自的附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载 **Matrix Capital**（为其自身及代表投资者）及担保人的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再真实、准确及完整或具误导成分，其将立即书面通知公司、独家保荐人—整体协调人及独家保荐人。

6.5 **Matrix Capital**（为其自身及代表投资者）及担保人共同及各别同意及承诺，**Matrix Capital**（为其自身及代表投资者）及担保人会在接获要求时就可能因投资者股份的认购、投资者股份或本协议有关的原因（包括因 **Matrix Capital** 及投资者及担保人或其等各自之高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）而对公司、独家保荐人—整体协调人、独家保荐人及全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿保证方**”）造成的任何及全部损失、成本、开支、索赔要求、法律行动、责任、法律程序或损害，及任何获弥偿保证方可能因上述行为、或

出于上述行为、或与上述行为有关，而对任何此类索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿保证方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。

6.6 Matrix Capital 及担保人无条件及不可撤回地向本公司、独家保荐人—整体协调人承诺及担保：

- (a) 其将促使投资者向本公司、独家保荐人—整体协调人交付一份经有效签立且具约束力可强制执行而其形式及内容均获公司及独家保荐人—整体协调人信纳的承诺，投资者将受本协议所产生、根据本协议项下或与本协议有关的一切投资者的义务、承诺、声明、保证、弥偿及责任（“投资者义务”）所约束，并须承担、作出及履行该等投资者义务；及
- (b) 其将促使投资者及时妥为履行及遵守所有投资者义务。

6.7 Matrix Capital（为其自身及 / 或代表投资者）及担保人共同及各别根据第 6.1、6.2、6.3、6.4 及 6.5（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期重复作出。

6.8 公司向投资者、独家保荐人—整体协调人和独家保荐人声明、保证及承诺：

- (a) 其已正式注册成立，并依据中华人民共和国法律有效存续；
- (b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并已就此采取一切所需行动；
- (c) 在根据第 5.1 条需支付款项及受禁售期所限的前提下，投资者股份在根据第 4.4 条交付予投资者时，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的股份享有同等地位；
- (d) 公司、公司的控股股东（具有上市规则中规定的含义）、集团任何成员公司及彼等各自的联属人士、董事、高级职员、雇员及代理概无与任何投资者或担保人或其等各自之联属人士、董事、高级职员、雇员或代理订立任何协议或安排，包括与上市规则（包括联交所《新上市申请人指南》）不符的补充协议；及
- (e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、高级职员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

6.9 公司承认、确认及同意 Matrix Capital（代表投资者）将依赖于国际发售通函所载资料及投资者就国际发售通函与其他购买国际发售中的股份的投资者拥有同等权利。

## 7. 终止

7.1 本协议可于下列情况下予以终止：

- (a) 根据第 3.2 条或第 4.6 条的规定终止；
- (b) 如果投资者（或根据第 5.2 条转让投资者股份的情况下，投资者的全资子公司）或担保人在国际发售结束时或之前，或如适用，在延迟交付日期或之前，严重违反本协议（包括严重违反投资者及 / 或担保人于本协议下所作任何声明、保证、承诺及确认）（不论存在任何与本协议相反的条款），公司或独家保荐人—整体协调人及独家保荐人可单独全权酌情终止；或
- (c) 在获得各方的书面同意的情况下终止。

7.2 在本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 9.1 条项下的保密责任外），而各方的所有权利及责任（除下文所载第 11 条项下的权利外）应终止，在不损害任何一方对其他各方在该终止或之前的有关条款的既有权利或责任的情况下亦不得向任何其他各方提出任何申索，但本协议第 9 条至第 13 条在本协议终止后继续有效。

7.3 Matrix Capital（代表投资者）及担保人在本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

## 8. 担保

8.1 在投资者持有任何相关股份的情况下，担保人作为主要债务人无条件及不可撤回地：

- (a) 以持续担保的方式向公司和独家保荐人—整体协调人担保投资者支付本协议项下的所有款项；
- (b) 承诺确保投资者（包括第 5.2 条中投资者的所有及任何受让人）妥善和准时履行和遵守其在本协议项下的所有协定、义务、承诺、保证、陈述、弥偿保证、同意、承认、确认和契诺；
- (c) 承诺向投资者提供足够的投资，以确保投资者履行其在本协议项下的义务；
- (d) 承诺在禁售期内，未经公司、独家保荐人及独家保荐人—整体协调人的事先书面同意，不会处置其在投资者中的全部或部分法定或实益权益；

- (e) 承诺在接获要求时，就因投资者（包括第 5.2 条中投资者的所有及任何受让人）违反本协议所载的任何协定、保证及承诺而直接或间接产生或引致的任何及所有损失、费用、开支、申索、诉讼、法律责任、法律程序或损害赔偿，向各弥偿方作出全面及有效的弥偿，并使各弥偿方免受损害；及
- (f) 担保人放弃其可能拥有的要求公司、独家保荐人及独家保荐人一整体协调人先向投资者提出诉讼或索偿的任何权利，前提是在公司、独家保荐人一整体协调人及担保人之间，担保人须作为主要债务人负责，犹如其与投资者共同且分别地订立本协议一样。

## 8.2 担保人在第 8.1 条下的义务：

- (a) 构成直接、主要及无条件的义务，即由公司、独家保荐人及独家保荐人一整体协调人要求时支付投资者在本协议下有责任支付的任何款项，以及在公司、独家保荐人及独家保荐人一整体协调人提出要求时立即履行投资者在本协议下的任何义务，而无须公司、独家保荐人及独家保荐人一整体协调人首先向投资者或任何其他人士采取措施；及
- (b) 不得受本规定以外可能影响或损害该等义务的任何事项的影响，包括但不限于：
  - (i) 对本协议的任何修订、变更或转让，或对其条款的任何豁免；
  - (ii) 对投资者或任何第三方的任何豁免、给予时间或其他宽限；
  - (iii) 任何的清盘、解散、重建、法律限制、丧失行为能力或缺乏公司权力或授权或其他影响投资者的情况（或投资者就任何该等事件采取的任何行动）；或
  - (iv) 任何其他行为、事件、疏忽或不作为（无论公司、担保人或投资者是否知悉）将会或可能会损害或免除担保人的责任或使担保人获得任何法律或衡平法上的抗辩。

## 9. 公布及保密

9.1 除本协议另有规定者外，未经其他各方事先书面同意，任何一方不得披露任何有关本协议或根据本协议拟进行的交易或涉及公司、独家保荐人一整体协调人、独家保荐人及投资者及 / 或担保人的任何其他安排的资料。虽有上述规定，但任何一方可向以下各方披露本协议：

- (a) 向联交所、证监会、中国证监会及 / 或规管公司、独家保荐人一整体协调人及 / 或独家保荐人的其他监管机构披露，而投资者及担保人的背景资料以及

公司与投资者及担保人的关系可于公司将予刊发的公共文件以及公司、独家保荐人—整体协调人及 / 或独家保荐人因全球发售而将予刊发的市场推广、路演材料及其他公告内载述；

- (b) 按应知方知原则向各方的法律及财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理披露，前提是有关方应(i)促使其上述法律、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉及遵守本协议所载的所有保密义务；及(ii)对其上述法律、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反任何有关保密义务负责任；及
- (c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）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同呈交中国香港公司注册处登记，以供展示）的规定或任何政府主管机关具有约束力的判决、命令或规定可能须予披露的其他情况。

9.2 Matrix Capital、投资者及担保人不得就本协议或本协议任何附属事项作出其他提述或披露，惟投资者及担保人已就有关披露的原则、形式及内容预先咨询公司、独家保荐人—整体协调人及独家保荐人以征求彼等的事先书面同意者则除外。

9.3 公司须适当努力提供与本协议相关的任何公共文件中的任何声明、公司与 Matrix Capital、投资者及担保人的关系以及有关 Matrix Capital、投资者及担保人的一般背景资料，以于其刊发之前供 Matrix Capital（为其自身及代表投资者）及担保人审阅。Matrix Capital（为其自身及代表投资者）及担保人均应与公司、独家保荐人—整体协调人及独家保荐人合作，确保有关公共文件内的全部提述均属真实、完整、准确且无误导成分，且公共文件内不会遗漏相关重大资料，并应及时向公司、独家保荐人—整体协调人及独家保荐人以及彼等各自的法律顾问提供任何意见及鉴定书。

9.4 Matrix Capital（为其自身及代表投资者）及担保人各自均承诺会就按第 9.1 条所述须予编制的任何披露内容及时提供一切合理协助（包括提供与 Matrix Capital、投资者及担保人、其等各自之所有权（包括最终实益拥有权）及 / 或公司、独家保荐人—整体协调人或独家保荐人可合理要求的本协议提及的其他有关事项有关的进一步资料及 / 或相关支持文件），以(i)于本协议日期后在公共文件中更新投资者及担保人的详情，并核实有关提述；及(ii)使公司符合适用的公司或证券登记规定及 / 或主管监管机关（包括联交所、证监会及中国证监会）的要求。

## 10. 通知

10.1 根据本协议发出的所有通知须采用英文或中文的书面形式，并须按第 10.2 条规定的方式送至下列地址：

如致公司，至：

地址：中国天津滨海高新区华苑产业区梓苑路 15 号  
邮箱：mjoy9999@mokingran.com  
收件人：王忠善

如致 Matrix Capital，至：

地址：香港皇后大道中 28 号中汇大厦 1602 室  
邮箱：Matrix.op@matrixcapital.com.hk  
收件人：郑顺阳

如致担保人，至：

地址：香港皇后大道中 28 号中汇大厦 1602 室  
邮箱：Matrix.op@matrixcapital.com.hk  
收件人：郑顺阳

如致中信證券香港，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

如致中信里昂證券，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

- 10.2 任何根据本协议送呈的通知须由专人送递或以电子邮件发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以电子邮件送达则在正式发送后（记录在发件人发送电子邮件的设备上，无论该电子邮件是否被确认，除非发件人收到自动发送的电子邮件未送达的消息），以及倘以预付邮资的邮件寄送（缺乏提早收取证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

## 11. 一般事项

- 11.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司要求提供进行全球发售所需的同意书、批准及授权，否则有关各方毋须就履行其于本协议项下的义务提供

- 任何公司、股东或其他同意书、批准或授权，且各方进一步确认其可履行本协议所载义务。
- 11.2 除明显错误外，公司与独家保荐人—整体协调人真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 11.3 Matrix Capital、投资者、担保人、公司、独家保荐人—整体协调人及独家保荐人应就本协议所需或可能所需或与之关连的第三方的任何通知或同意书及 / 或批准进行合作。
- 11.4 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方及其代表签署者除外。为避免疑义，本协议的任何改动或更改无需事先通知非本协议一方的任何主体或获得非本协议一方的任何主体的同意。
- 11.5 本协议将仅以中文订立。
- 11.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担除外。
- 11.7 时间成为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过书面协议予以延长。
- 11.8 本协议的所有条文只要能够予以履行或遵守，即使在投资者根据第 4 条完成购买后，亦继续保持十足效力及作用，惟已履行的事项及其经各方书面同意后予以终止或豁免者除外。
- 11.9 除投资者签订的保密协议（如有）外，本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代各方之间所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 11.10 除非本第 11.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
- (a) 获弥偿保证方可按犹如彼等为本协议的一方的方式执行及依赖本协议第 6.5 条。
- (b) 本协议可无需经第 11.10(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。

- 11.11 独家保荐人—整体协调人及独家保荐人均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司、Matrix Capital、投资者或担保人提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款转让所有或任何其相关权利、职责、权力及酌情决定权予其任何一家或多家附属公司。无论任何有关权力转授，相关独家保荐人—整体协调人或独家保荐人均应根据本条款对其转让相关权利、职责、权力及 / 或酌情决定权的任何附属公司的所有行为及过失承担责任。
- 11.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 11.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
  - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 11.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，一切利益拨归他们所有。并且，概无其他人士可购买或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 11.15 假如 Matrix Capital、投资者或担保人于上市日期延迟交付日期（若适用）或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人—整体协调人及独家保荐人亦有权终止本协议，而各方的所有义务应予终止，但不损害所有就其他各方蒙受的全部损失及损害而针对 Matrix Capital、投资者及担保人提出索赔要求的权利。
- 11.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。
- 11.17 担保人在本协议项下的义务不得受倘无本条款可能影响该等义务的任何行为或事件的影响，包括但不限于：
- (a) 本协议修订、变更或转让或对本协议条款的放弃；

- (b) 免除投资者或任何第三方的责任，或给予投资者或任何第三方时间或其他豁免；
- (c) 任何清盘、解散、重组、法律限制、无行为能力或缺乏公司权力或授权或影响投资者的其他情况（或投资者就任何该等事件采取的任何行为）；或
- (d) 将会或可能影响或免除担保人的责任或提供担保人任何普通法或衡平法上的抗辩的任何其他行为、事件、疏忽或不作为（无论公司、独家保荐人—整体协调人、独家保荐人或投资者是否知晓）。

## 12. 规管法律及司法管辖权

12.1 本协议及各订约方之间的关系受中国香港法例规管并据此予以诠释。

12.2 因本协议而产生或与之有关的或因违反、终止本协议及本协议失效而产生的或与之有关的任何纠纷、争议或索赔（“**纠纷**”），应根据递交仲裁申请之日有效的中国香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地应为中国香港。应有三名仲裁员且仲裁程序中的语言应为英语。仲裁庭的决议及判决为最终决定，对各方具有约束力，可于任何具有司法管辖权的法院作出及执行，且只要可以放弃向任何司法机构申请任何形式的上诉、审查或追索的任何及所有权利，各方应不可撤销及无条件地放弃该等权利。

尽管有以上规定，但在仲裁庭被指定前，各方有权向有管辖权的法院寻求临时禁令性救济或其他临时救济。在不影响根据国家法院司法管辖权可能提供的临时救济的情况下，仲裁庭可全权授予临时救济或命令各方要求法院修改或撤销由其提出的临时或初步救济，并就任何一方未能尊重仲裁庭就此而作出的命令判定赔偿。

## 13. 豁免权

13.1 在任何司法管辖区的任何法律程序（包括仲裁程序）中，**Matrix Capital**、投资者及担保人已经或可能为自身或其资产、物业或收入提出免受（以主权或皇室身份或其他方式为由）任何法律诉讼、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、任何法院所辖司法管辖区抵销或反诉送达法律程序文件、扣押或协助执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决），或因给予任何救济，或执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决）而免受其他法律诉讼、诉讼或法律程序的情况下，或在任何上述司法管辖区中上述的豁免权可归因于其本身或其资产、物业或收入（无论是否提出豁免权）的情况下，**Matrix Capital**、投资者及担保人在此不可撤回地及无条件地放弃及同意不会请求或提出与任何该等法律程序有关的任何豁免权。

## 14. 法律程序文件代理人

14.1 **Matrix Capital**（为其自身及代表投资者）及担保人不可撤销地同意委任位于香港中环皇后大道中 28 号中汇大厦 1602 室的郑顺阳，为且代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视

为该等文件已妥为送达（无论是否已转交给 Matrix Capital（为其自身及代表投资者）及担保人）。

- 14.2 如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则 Matrix Capital（为其自身及代表投资者）及担保人不可撤销地同意，其将另行委任一名为公司、独家保荐人—整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的 30 天内，向公司、独家保荐人—整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书。

## 15. 副本

- 15.1 本协议可签立为多份副本，且各方须于每份副本上签署。各副本等同于原件，但所有副本一并构成一份且属同一份文件。通过电子邮件附件(PDF)或传真印件送交本协议签署副本的签字页应为有效的送达方式。

本协议各方已由其各自的正式授权代表在文首载明日期签署本协议，特此为证。

签字页

公司

由 王忠善 )

代表 )

梦金园黄金珠宝集团股份有限公司 )

在以下人士的见证下: )

签署 )

见证人姓名: )

张新 )

王忠善





签字页

担保人

由 DONG XIAOMENG  
代表  
**Matrix Income SPC**  
在以下人士的见证下：

签署

见证人姓名：

) *For and on behalf of*  
) **Matrix Income SPC**  
) *xiaomeng Dong*  
) .....  
) *Authorized Signature(s)*  
)  
)  
)  
)  
)  
)  
)

签字页

独家保荐人

由 Rebecca Wong )  
代表 )  
中信證券（香港）有限公司 )  
在以下人士的见证下： )  
)  
)  
签署 Wang Suyi )  
)  
见证人姓名：Wang Suyi )  
)



签字页

独家保荐人 - 整体协调人及独家全球协调人

由 Rebecca Wong )

代表 )

中信里昂證券有限公司 )

在以下人士的见证下: )

签署 *Wuy Xuy* )

见证人姓名: *Zhang Yuxiang* )



## 附表 1 投资者股份

### 投资者股份数目

投资者股份数目应等于(1)4,000 万人民币的港元金额（按招股书所披露的港元金额，并且包括与投资者认购股份相关的全部税费、经纪佣金及交易征费）除以(2)发售价，向下约整至最接近每手 200 股 H 股份的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予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股份的重新分配影响。倘香港公开发售对股份的总需求跌至公司最终招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。

此外，独家保荐人—整体协调人及公司可为满足上市规则第 8.08(3)及新上市申请人指南第 4.14 章的规定，即上市时由公众人士持有的证券中，由(i)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；或 (iii) 上市规则附录 F1 所载的配售指引自行决定调整投资者股份数量的分配。

## 附表 2

### Matrix Capital、投资者及担保人详情

#### **Matrix Capital**

注册成立地点	: 英属维京群岛
公司编号	: 2116206
注册地址	: Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands
主要业务	: 投资控股及资产管理
最终控股股东名称	: LIAW LIN-HSIANG
最终控股股东注册成立地点	: 不适用
最终控股股东公司编号	: 不适用
最终控股股东主营业务	: 不适用
股东名称及持有的权益比例	: MATRIX CAPITAL GROUP LIMITED/100%
相关投资者类别（须包括在联交所的 FINI 配售人名单模板中或须由 FINI 界面就配售人披露）:	: 基石投资者

## 投资者及担保人

名称	: Matrix Income SP
所属独立资产组合公司	: Matrix Income SPC
所属独立资产组合公司注册成立地点	: 开曼群岛
所属独立资产组合公司公司编号	: 397231
所属独立资产组合公司注册地址	: ICS Corporate Services (Cayman) Limited 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands
主要业务	: 投资策略主要为市场中性策略、利率类策略、价值投资和事件驱动型策略。
股东名称及持有的权益比例	: Income Capital Limited /100%
最終實益持有人及持有的权益比例	: Jin Lu (金路) /100%
招股书里关于投资者及担保人的披露	: 矩阵资本是一家在英属维京群岛注册成立的有限责任公司，其主要业务为投资控股和资产管理。该公司由独立第三方廖凌祥间接全资拥有。矩阵资本代表 Matrix Income SP，即 Matrix Income SPC（一家在开曼群岛注册成立的获豁免独立投资组合公司且其已发行管理层股份的100%由 Income Capital Limited（一家于英属维京群岛注册成立的有限公司，由独立第三方金路全资拥有）拥有的独立投资组合），投资本公司。矩阵资本已由 Matrix Income SPC（代表 Matrix Income SP 行事）委任为 Matrix Income SP 的投资经理，且应当拥有广泛酌情权为及代表 Matrix Income SP 作出管理及投资决策。截至 2024 年 9 月 30 日，Matrix Income SP 管理的资产总额超过 127 百万美元。

## 附表 3

### 专业投资者认定通知

#### A 部分—如果阁下是一家机构投资者：

1. 由于阁下属于证券及期货条例附表 1 第 1 部分第 1 条“专业投资者”定义之(a)款至(i)款所述以及证券及期货条例下的任何附属法例定义之人士的范畴（“**机构专业投资者**”），因此阁下是一家专业投资者。
2. 由于阁下属于机构专业投资者，则独家保荐人—整体协调人自动豁免遵守《证监会持牌人或注册人操守准则》（“**操守准则**”）的若干规定，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
  - 2.1 关于客户的信息
    - (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人—整体协调人正提供有关公司财务工作的建议；
    - (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
    - (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；
  - 2.2 客户协议
    - (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；
  - 2.3 为客户提供的信息
    - (i) 就本协议项下拟议交易向阁下披露有关信息；
    - (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
    - (iii) 在为阁下进行交易后立即确认交易的基本特征；

- (iv) 向阁下提供有关纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进纳斯达克-美国证交所行 NASDAQ - Amex 试点计划允许交易之证券的交易。

#### 2.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 A 部分第 2.4(i)款中所述授权，并每年予以确认。

#### 2.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人—整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。
3. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第 571Q 章）规定要求提供的任何成交单据、账户结单及收据。
  4. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

### **B 部分—如果阁下是一家公司投资者：**

1. 由于阁下属于证券及期货（专业投资者）规则（“**专业投资者规则**”）（中国香港法例第 571D 章）第 3(a)、(c)和(d)条所述人士之范畴，因此阁下是一家专业投资者（“**公司专业投资者**”）。

下列人士为专业投资者规则第 3(a)、(c)和(d)条规定的公司专业投资者：

- (i) 基于信托而获委托担任受托人的任何信托法团，于相关日期之总资产不低于 4000 万港元或其等价外币或：
  - (A) 载于编制的最近期经审计的财务报表：
    - (I) 涉及信托法团；及
    - (II) 在相关日期之前的 16 个月内；
  - (B) 通过提及一个或多个经审计的财务报表确定，每个财务报表均为编制的最近期经审计的财务报表：
    - (I) 涉及信托或任一信托；及

- (II) 在相关日期之前的 16 个月内；或
    - (C) 通过提及向信托法团签发的一个或多个保管人声明确定：
      - (I) 涉及信托或任一信托；及
      - (II) 在相关日期之前的 12 个月内；
  - (ii) 拥有下列各项之任何法团或合伙：
    - (A) 不低于 8 百万港元或其等价外币的投资组合；或
    - (B) 于相关日期或通过提及下列各项确定之不低于 4 千万港元或其等价外币的总资产；
    - (C) 编制的最近期经审计的财务报表：
      - (I) 涉及法团或合伙（视情况而定）；及
      - (II) 在相关日期之前的 16 个月内；
    - (D) 在相关日期之前的 12 个月内向法团或合伙（视情况而定）签发的一个或多个保管人声明；及
  - (iii) 于相关日期其唯一从事业务为投资控股的任何法团及于相关日期由下列一个或多个人士全资控股的任何法团：
    - (A) 属于(i)款所述范畴的信托法团；
    - (B) 单独或与联合账户中其任何联系人共同属于专业投资者规则第 3(b)条所述范畴的个人；
    - (C) 属于(ii)款所述范畴的法团；
    - (D) 属于(ii)款所述范畴的合伙。
2. 独家保荐人—整体协调人已按照操守准则第 15.3A 款将阁下评定为关于所有投资产品和市场的公司专业投资者。
3. 阁下同意被认定为公司专业投资者，理解同意被认定为公司专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
- 3.1 关于客户的信息
- (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人—整体协调人正提供有关公司财务工作的建议；

- (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
- (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；

### 3.2 客户协议

- (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；

### 3.3 为客户提供的信息

- (i) 就本协议项下拟议交易向阁下披露有关信息；
- (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
- (iii) 在为阁下进行交易后立即确认交易的基本特征；
- (iv) 向阁下提供纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所 NASDAQ - Amex 试点计划允许交易之证券的交易。

### 3.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 B 部分第 3.4(i)款中所述授权，并每年予以确认。

### 3.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人—整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。

- 4. 阁下有权随时以书面通知独家保荐人—整体协调人的方式退出关于所有或任何投资产品或市场的公司专业投资者之认定。

5. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。
6. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

### C 部分—如果阁下是个人投资者：

1. 由于阁下属于专业投资者规则第3(b)条所述人士之范畴，因此，阁下是一位专业投资者（“个人专业投资者”）。

下列人士为专业投资者规则第3(b)条规定的个人专业投资者：

- (i) 任何个人，单独或与联合账户中任何联系人共同，于相关日期持有不低于800万港元或其等价外币的投资组合或：
  - (A) 载于该个人的审计师或注册会计师于相关日期前12个月内签发的证明书内；或
  - (B) 通过提及于相关日期前12个月内向该个人签发的（单独或与联系人共同）一个或多个保管人声明确定。
2. 阁下同意在所有投资产品 and 市场方面被认定为个人专业投资者，理解同意被认定为个人专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
  - (i) 向阁下告知他们的业务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
  - (ii) 在为阁下进行交易后立即确认交易的基本特征；
  - (iii) 向阁下提供纳斯达克-美国证交所NASDAQ-Amex试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所NASDAQ-Amex试点计划允许交易之证券的交易。
3. 阁下有权随时以书面通知独家保荐人—整体协调人的方式退出关于所有或任何投资产品或市场的个人专业投资者之认定。
4. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。

5. 如果独家保荐人—整体协调人征求向阁下出售或推荐任何金融产品，该金融产品考虑到阁下的财务状况、投资经验和投资目标的情况下必须对阁下是合理适当的。本协议的其他条款或独家保荐人—整体协调人可能会要求阁下签署的任何其他文件以及独家保荐人—整体协调人可能要求阁下作出的声明，均不会背离本附表 C 部分中本第 5 款的规定。
  
6. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

梦金园黄金珠宝集团股份有限公司

**Solid Elegance International (Hong Kong) Limited**

中信證券（香港）有限公司

中信里昂證券有限公司

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基石投资协议

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本基石投资协议（“本协议”）由以下各方于 2024 年 11 月 19 日订立

- (1) **梦金园黄金珠宝集团股份有限公司**，一家于中华人民共和国注册成立的股份有限公司（统一社会信用代码：9112000074242585X1），其注册地址为中国天津滨海高新区华苑产业区梓苑路 15 号（“公司”，连同其子公司统称为“集团”）；
- (2) **Solid Elegance International (Hong Kong) Limited**，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其商业登记编号为 76979932，其注册办事处位于香港湾仔港湾道 26 号华润大厦 2609 室（“投资者”）；
- (3) **中信證券（香港）有限公司**，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国香港从事证券及期货条例（定义见下文）规定的第 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（CE No. AAK249）（“中信證券香港”或“独家保荐人”）；及
- (4) **中信里昂證券有限公司**，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国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 7 类（提供自动化交易服务受规管活动）（CE No. AAB893）（“中信里昂證券”、“独家保荐人—整体协调人”或“独家全球协调人”）。

鉴于：

- (A) 公司已申请通过全球发售（“**全球发售**”）方式将其股本于联交所（定义见下文）上市，包括：
  - (i) 公开发售，公司提呈 4,395,800 股股份（定义见下文）供中国香港公众人士认购（“**香港公开发售**”）；及
  - (ii) 依据证券法（定义见下文）下的 S 规例（定义见下文）于美国境外向投资者（包括向中国香港的专业及机构投资者进行配售）有条件配售 39,561,000 股股份（“**国际发售**”）。
- (B) 中信證券香港担任独家保荐人及中信里昂證券作为全球发售的独家保荐人—整体协调人及独家全球协调人。
- (C) 投资者有意根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

(D) 作为公司、投资者、独家保荐人及独家保荐人—整体协调人同意受本协议条款约束之对价。

订约各方谨此同意以下各项：

## 1. 释义及诠释

1.1 于本协议（包括其附表）内，下列各字词具有以下涵义：

“**联属人士**”就具体人士或实体而言，除非上下文另有规定，指通过一个或多个中间人直接或间接控制、受控于特定人士或实体或与其处于共同控制下的任何人士或实体。就该定义而言，“控制”（包括“控制中”、“受控于”及“处于共同控制下”）指直接或间接拥有指示或安排某个人士的管理及政策的权力，无论通过拥有具表决权的证券、以合约或以其他方式；

“**会计及财务汇报局**”指会计及财务汇报局；

“**投资总额**”指发售价乘以投资者股份数目所得金额；

“**批准**”具有第 6.2(f)条赋予该词的涵义；

“**联系人 / 紧密联系人**”具有上市规则赋予该词的涵义，且“**各联系人/各紧密联系人**”应作相应解释；

“**授权接收人**”具有第 6.1(m)条赋予该词的涵义；

“**经纪佣金**”指按照上市规则费用规则第 7(1)段规定，按投资总额的 1%计算的经纪佣金；

“**营业日**”指中国香港持牌银行一般开放作正常银行业务运作及联交所开放进行证券买卖业务的任何日子，不包括星期六及星期日及中国香港公众假期；

“**中央结算系统**”指由香港中央结算有限公司设立及营运的中央结算及交收系统；

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**操守准则**”具有附表 3 赋予该词的涵义；

“**公司条例**”指中国香港法例第 622 章公司条例，经不时修订、补充或以其他方式修改；

“**公司（清盘及杂项条文）条例**”指中国香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订、补充或以其他方式修改；

“**关连人士 / 核心关连人士**”具有上市规则赋予该词的涵义，且“**各关连人士 / 各核心关连人士**”应作相应解释；

“**合约（第三者权利）条例**”指中国香港法例第 623 章合约（第三者权利）条例，经不时修订、补充或以其他方式修改；

“**控股股东**”，除非上下文另有规定，应具有上市规则赋予该词的涵义，且“**各控股股东**”应作相应解释；

“**公司专业投资者**”具有附表 3 赋予该词的涵义；

“**中国证监会**”指中国证券监督管理委员会；

“**延迟交付日期**”指在香港公开发售和国际发售的承销协议均已签订并已成为无条件协议且尚未终止的前提下，独家保荐人—整体协调人应依据第 4.3 条通知投资者的较迟日期；

“**处置**”就任何相关股份而言包括直接或间接；

- (i) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置在相关股份中的、或在可兑换为或可行使或交换成相关股份的任何其他证券中的、或代表有关收取有关相关股份中的任何法律或实益权益（包括设立或任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利），或在该等权益上增设任何性质的第三方权利，或订约进行（不论直接或间接及不论有条例或无条件）；或
- (ii) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份或该等其他证券的任何经济后果或拥有权的附带事项或其中的任何权益；或
- (iii) 订立任何其他直接或间接与上文(i)及(ii)项所述任何前述交易具有相同经济影响的交易；或
- (iv) 同意或签署合同或公开宣布有意订立上文(i)、(ii)及(iii)项所述的任何前述交易，且在各种情况下，不论任何上文(i)、(ii)及(iii)项所述的前述交易是否通述交付相关股份或其他可兑换为或可行使或交换相关股份的证券、现金或以其他方式结算；并按此诠释“处置”；

“**纠纷**”具有第 11.2 条赋予该词的涵义；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有叙文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、委员会、团体、机关或机构或任何证券交易所、自我规管机构或其他非政府监管机构（包括但不限于联交所、证监会及中国证监会），或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司及（如文义要求），或按上下文需要，就公司成为其现有附属公司的控股公司之前的任何时期而言，该等附属公司视同相关时间为公司的附属公司；

“**港元**”指中国香港法定货币；

“**中国香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)项赋予该词的涵义；

“**获弥偿保证方**”具有第 6.5 条赋予该词的涵义，及“**获弥偿方**”指其中任何一方（按上下文所规定）；

“**个人专业投资者**”具有附表 3 赋予该词的涵义；

“**机构专业投资者**”具有附表 3 赋予该词的涵义；

“**国际发售**”具有叙文(A)项赋予该词的涵义；

“**国际发售通函**”指公司预期因国际发售而向有意投资者（包括投资者）刊发的最终发售通函；

“**投资者股份**”指投资者根据本协议条款及条件将于国际发售中认购的股份数目，按附表 1 计算并由公司及独家保荐人—整体协调人厘定；

“**法律**”指所有相关司法辖区的任何政府机关（包括联交所、证监会及中国证监会）的法律、法例、成文法、条例、规定、法规、指引、指南、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的 0.0027%或于上市日期的现行交易征费（作为证监会交易征费），投资总额的 0.00015%（作为会计及财务汇报局交易征费），及投资总额的 0.00565%或于上市日期的现行交易费（作为联交所交易费）；

“**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，以及联交所上市决定、指引、指南及其他规定，经不时修订、补充或以其他方式修改；

“禁售期”具有第 5.1 条赋予该词的涵义；

“发售价”指根据全球发售将予发行股份的每股最终港元价格（不包括经纪佣金及费用）；

“超额配股权”具有国际发售通函赋予该词的涵义；

“各方”指本协议所列的各方，而“一方”应指彼等其中一方（按上下文所规定）；

“中国”指中华人民共和国，仅就本协议而言，不包括中国香港、中国澳门特别行政区及中国台湾；

“初步发售通函”指公司预期因国际发售而向有意投资者（包括投资者）刊发的初步发售通函（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 部分赋予该词的涵义；

“专业投资者规则”具有附表 3 赋予该词的涵义；

“专业投资者认定通知”具有第 6.2(k)条赋予该词的涵义；

“招股书”指公司因香港公开发售而在中国香港刊发的最终招股书；

“公共文件”指国际发售的初步发售通函及国际发售通函，以及公司将就香港公开发售而在中国香港刊发的招股书，以及公司就全球发售而可能发出的其他文件及公布（分别经不时修订或补充）；

“S 规例”指《证券法》S 规例；

“监管机构”具有第 6.2(h)条赋予的涵义；

“相关股份”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而衍生自投资者股份的公司任何股份或其他证券或权益；

“证券法”指美国 1933 年证券法（经修订）及颁布的其各项规则及法规；

“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**”指中国香港法例第 571 章《证券及期货条例》，经不时修订、补充或以其他方式修改；

“**股份**”指公司根据全球发售将于中国香港发行的每股面值人民币 1.00 元的 H 股，将以港元认购及买卖并拟于联交所上市及交易；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚地区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

- (a) 所提述的“条款”、“分条”或“附表”乃指本协议的条款或分条或附表；
- (b) 索引、条款及附表标题仅供说明之用，并不影响本协议的构成或解释；
- (c) 附表为本协议的组成部分，如同本协议的正文所明订者具有相同效力及效果，而任何对本协议的提述均包括附表；
- (d) 单数词应包括复数，反之亦然。意指某一性别的词应包括另一性别；
- (e) 凡提及本协议或另一法律文书均包括它们其中一项的任何变更或取代文件；
- (f) 提述法规或法定条文时包括提述：
  - (i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规或条文；
  - (ii) 其重新颁布（不论是否修订）时被废除的任何法规或法定条文；及
  - (iii) 其项下作出的任何附属立法；
- (g) 除非另有指明，所提述的时间及日期分别为中国香港时间及日期；
- (h) 所提述的“人士”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；

- (i) 所提述的“包括”,“包含”及“其中包括”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于; 及
- (j) 所提述的任何非中国香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关中国香港法律词汇最相近的涵义。

## 2. 投资

2.1 待下文第 3 条提述之条件达成后 (或被各方豁免, 但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条载列的条件不可豁免, 且第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免), 及在本协议其他条款及条件的规限下:

(a) 作为国际发售的一部分, 投资者将通过独家保荐人—整体协调人及 / 或其附属人士 (以其作为国际发售相关部分的国际承销商的代表身份), 按发售价认购投资者股份, 且公司将发行、配发及配售且独家保荐人—整体协调人将分配及 / 或交付 (视情况而定) 或促使分配及 / 或交付 (视情况而定) 投资者股份予投资者; 及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额、经纪佣金及征费。

2.2 独家保荐人—整体协调人可以酌情自行决定全部或部分的投资者股份的交付应按照国家第 4.3 条的规定于延迟交付日期进行。

2.3 公司及独家保荐人—整体协调人 (代表其自身及其他全球发售承销商) 将以其协定的方式厘定发售价。投资者股份的准确数目将由公司及独家保荐人—整体协调人根据附表 1 最终厘定, 该厘定将为最终决定并对投资者具约束力 (存在明显错误的情况除外)。

## 3. 交割条件

3.1 投资者根据本协议所述认购投资者股份的义务, 以及公司及独家保荐人—整体协调人根据第 2.1 条所述发行、配售、分配、配发及 / 或交付 (视情况而定) 或促使发行、配售、分配、配发及 / 或交付 (视情况而定) 投资者股份的义务仅于交割时或交割前, 下列条件已达成或获各方豁免 (但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免, 第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免) 时方可作实:

- (a) 香港公开发售的承销协议及国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方初定的豁免或修订条款），且前述所有承销协议并未终止；
- (b) 发售价已经由公司及独家保荐人—整体协调人（为其本身及代表其他全球发售的承销商）商定；
- (c) 联交所的上市委员会已批准股份（包括投资者股份以及其他适用的豁免及批准）上市及买卖，且有关批准、许可或豁免并无于股份于联交所开始买卖前撤回；
- (d) 任何政府机关并未制定或颁布任何法律，禁止全球发售或本协议拟进行的交易的完成，并且不应有具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易的完成；及
- (e) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面均准确、真实、完整及不具误导性，且投资者没有严重违反本协议。

3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十(180)天（或经公司、投资者、独家保荐人—整体协调人及独家保荐人可能书面协定的其他日期）或之前达成或前述各项条件仍未获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免），则投资者购买投资者股份的义务，以及公司及独家保荐人—整体协调人发行、配售、分配、配发及 / 或交付（视情况而定）或促致发行、配售、分配、配发及 / 或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方在商业操作上切实可行时（在任何情况下均不迟于本协议终止日起 30 日内）尽快不计利息退还予投资者，且本协议亦告终止及无效，而公司、独家保荐人—整体协调人及 / 或独家保荐人的所有义务与责任将告终止，惟根据本第 3.2 条，终止本协议不得损害任何一方于本协议终止时或之前就其中所载条款对其他各方的既有权利或责任。

为免生疑问，本条内容概不构成给予投资者更正投资者根据本协议到本条前述日期为止期间对各项陈述、保证、承诺、确认及承认的任何违反的权利。

3.3 投资者承认，概无保证将完成全球发售或全球发售不会被推迟或终止，倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，则公司、独家保荐人—整体协调人或独家保荐人概不对投资者承担任何责任。倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，投资者特此放弃对公司、独家保荐人—整体协调人及 / 或独家保荐人或其各自附属人士、子公司、高级职员、董事、监事、雇员、顾问、职员、联系人、合伙人、代理人或代表提出任何申索或采取任何行动的任何权利（如有）。

## 4. 交割

- 4.1 在第 3 条和本第 4 条的规限下，根据国际发售及作为其中部分，投资者将通过独家保荐人—整体协调人（及 / 或其附属人士）（作为国际发售有关部分的国际承销商的国际代表）以发行价购买投资者股份。因此，投资者股份将在国际发售交割时（或在延迟交付日期）同时以公司和独家保荐人—整体协调人商定的方式被购买。
- 4.2 投资者须将于上市日期前的营业日（或公司、独家保荐人—整体协调人和投资者书面同意的其他时间）以同日收款入帐的方式向独家保荐人—整体协调人在不迟于上市日期前足一(1)个营业日书面通知投资者的港元银行账户全数电汇投资总额，连同相关经纪佣金及征费，并通过即时可用的港元资净额，不得作出任何扣减或抵销。独家保荐人—整体协调人向投资者发出的有关通知将包括但不限于付款账户明细及投资者于本协议项下应付的款项总额。
- 4.3 如果独家保荐人—整体协调人自行酌情决定全部或部分投资者股份应在晚于上市日期的日期交付（“**延迟交付日期**”），独家保荐人—整体协调人应(i)不迟于上市日期前两(2)个营业日书面通知投资者将延迟交付的投资者股份的数量；及(ii)不迟于实际延迟交付日期前两(2)个营业日书面通知投资者延迟交付日期，但前提是延迟交付日期不得迟于可行使超额配股权的最后一日之后三(3)个营业日。独家保荐人—整体协调人的上述决定对投资者具有决定性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者应根据第 4.2 条的规定支付投资者股份的价款。
- 4.4 在按照第 4.2 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须将投资者股份直接存入中央结算系统中的中央结算系统投资者账户或中央结算系统股份账户，该等账户信息由投资者于上市日期（或根据第 4.3 条商定的延迟交付日期）之前两(2)个营业日前以书面形式告知独家保荐人—整体协调人。
- 4.5 在不影响第 4.3 条的情况下，投资者股份亦可以公司、独家保荐人—整体协调人、独家保荐人及投资者书面协定的任何其他方式进行交付，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。
- 4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人—整体协调人及独家保荐人各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人—整体协调人及独家保荐人各自的所有义务及责任将告结束及终止（惟不损害公司、独家保荐人—整体协调人及独家保荐人因投资者未能履行其于本协议下的义务而可能向其提出任何申索的权利）。在任何情况下，投资者须就各获弥偿方可能因投资者未能根据第 6.5 条悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失及损害赔偿承担全部责任，并就此向他们作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿保证。

4.7 倘公司、独家保荐人—整体协调人及独家保荐人因公司、独家保荐人—整体协调人和独家保荐人（视情况而定）无法控制的情形而导致无法履行或迟延履行其在本协议项下的义务，包括但不限于自然灾害、水灾、疾病、流行病或大流行病的爆发或升级，宣布国家、国际或区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共骚乱、政治不稳定或敌对行动的威胁和升级、战争（无论是宣战的还是未宣战的）、恐怖主义、火灾、暴乱、叛乱、内乱、疫情或瘟疫、暴乱、罢工、停工、其他工业行动、供电或其他供应的全面中断、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何汇款系统故障、禁运、劳资纠纷以及任何现有或未来法律、条例、法规或任何现有或未来的政府活动的变更等，则公司、独家保荐人—整体协调人、独家保荐人及其各自的附属人士、子公司、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表均不对其无法履行或迟延履行其在本协议项下义务的任何行为承担责任。

## 5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者为其自身及为代表其全资附属公司（倘相关股份将由全资附属公司持有）同意并向公司、独家保荐人—整体协调人及独家保荐人承诺和保证，在未获公司、独家保荐人—整体协调人及独家保荐人事先书面同意前，其不会，并将促使其附属人士不得于上市日期起（包括该日）至上市日期后六(6)个月之日（包括该日）止期间（“**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持有任何相关股份的任何公司或实体的任何权益；(ii)允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)订立与任何上述交易直接或间接具有相同经济影响的任何交易或(iv)同意或签订合同，或公开宣布有意进行第(i)、(ii)和(iii)项所述的任何交易。

5.2 在满足以下条件时，第 5.1 条所载任何规定均不会限制投资者在禁售期内向投资者的任何全资附属公司转让全部或部分相关股份：

- (a) 在有关转让之前，该全资附属公司以令公司、独家保荐人—整体协调人及独家保荐人满意的条件向其并代表其利益作出书面承诺同意受投资者被本协议项下的义务约束，且投资者承诺促使该全资附属公司受投资者被本协议下的义务所约束，包括本第 5 条对投资者施加的义务及限制，如同该全资附属公司本身须遵守该等义务及限制；
- (b) 该全资附属公司被视为已作出本协议规定的相同承认、承诺、确认、声明及保证；
- (c) 投资者及该全资附属公司被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；
- (d) 倘于禁售期到期前的任何时间，该全资附属公司不再或日后不再为投资者的全资附属公司，其应（及投资者须促使该附属公司应）立即（在任何情况下

均在停止为投资者的全资附属公司之前)向投资者或其另一家全资附属公司悉数及有效转让其持有的相关股份,并且该全资附属公司须以令公司、独家保荐人—整体协调人及独家保荐人满意的条件向其并代表其利益作出或投资者须促使其作出书面承诺,同意受投资者在本协议下的义务所约束,包括本第5条对投资者施加的限制,并作出本协议下的相同确认、声明及保证,如同该另一全资附属公司本身须遵守该等义务及限制,并共同及个别承担本协议规定的所有责任及义务;及

(e) 该全资附属公司(i)并非美国人士; (ii)位于美国境外; 及(iii)将依据证券法 S 规例在离岸交易中购买相关股份。

**5.3** 投资者同意及承诺,除非经公司、独家保荐人—整体协调人及独家保荐人事先书面同意,投资者及其联系人或紧密联系人于公司已发行股本总额中合共(直接及间接)持有的股份须少于公司全部已发行股本的10%(或就“主要股东”的定义而言,上市规则不时规定的其他百分比)。投资者同意,当发现投资者及其联系人或紧密联系人合共(直接及间接)持有的股份将达到或超过公司全部已发行股本的10%(或就主要股东的定义而言,上市规则不时规定的其他百分比,或联交所不时规定构成公众股东的其他百分比),则投资者会将该情况尽快通知公司及独家保荐人—整体协调人。

**5.4** 投资者同意,投资者于公司股本中所持股份乃基于自营投资,并将按公司、独家保荐人—整体协调人及/或独家保荐人的合理要求向其提供合理证据,以证明其乃基于自营投资而持有公司股本。投资者不得,且须促使其控股股东、联系人及实益拥有人不会于簿记建档过程中申请或认购全球发售中的股份(投资者股份除外)或在香港公开发售中申请认购股份。

**5.5** 投资者及其联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、高级职员、雇员或代理订立任何与上市规则(包括联交所《新上市申请人指南》或中国香港监管机构发布的书面指引或指南)不符或与之相抵触的安排或协议(包括任何附函)。

## **6. 承认、声明、承诺及保证**

**6.1** 投资者(为其自身及利益及为其全资附属公司之利益(倘相关股份将由全资附属公司持有时))向公司、独家保荐人—整体协调人及独家保荐人声明、保证、承诺、承认、同意及确认:

(a) 公司、独家保荐人—整体协调人、独家保荐人及他们各自的联属人士、其或其联属人士的董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会(于任何特定期间或任何时间)进行或完成,或者就发售价将属于公共文件所列的指示范围发表任何声明及作出任何保证或承诺,

亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公共文件所列的指示范围向投资者承担任何责任；

- (b) 本协议、投资者及其最终控股股东的背景资料及本协议所涉及各方之间的关系及安排须按照上市规则及监管机构的要求于全球发售的公共文件及其他市场推广及路演材料中披露，而投资者及其最终控股股东的背景资料将在公共文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须向中国香港监管机关备案及就全球发售或以其他方式按照公司（清盘及杂项条文）条例及上市规则供展示；
- (c) 根据上市规则或在 FINI 上必须提交给联交所的有关投资者的信息将与公司、联交所、证监会和其他必要的香港监管机构共享，并将列入一份综合获配售人名单，该名单将在 FINI 上向独家保荐人—整体协调人披露；
- (d) 发售价通过公司与独家保荐人—整体协调人（为其本身及代表其他承销商）之间的定价协议，按照全球发售的条款及条件以排他性的方式自行厘定，投资者无权就此提出任何异议；
- (e) 投资者将通过独家保荐人—整体协调人及 / 或其附属人士（以国际发售的国际承销商的国际代表的身份）认购投资者股份；
- (f) 投资者将根据组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
- (g) 各投资者并非公司的附属公司或其控股股东或代表该附属公司行事的人士；
- (h) 投资者股份数目可能会受根据上市规则第 18 项应用指引、联交所《新上市申请人指南》在国际发售与香港公开发售之间进行的股份重新分配或联交所不时批准、适用于公司的其他分配比例所影响；于订立本协议日期或前后或于本协议日期后但于国际发售结束前的任何时间，公司、独家保荐人—整体协调人及 / 或独家保荐人与一名或以上其他投资者就类似投资已订立或可能及 / 或建议订立协议，作为国际发售的一部分；公司、独家保荐人—整体协调人、独家保荐人、上述人士的任何附属公司、代理人、董事、雇员、附属公司或任何参与全球发售的其他人士对收购或交易投资者股份产生的任何税务、法律、汇率或其他经济或其他后果均不承担任何责任；
- (i) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或为美国人士的缘故或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中，或在任何其他司法辖区进行者或根据任何其他适用法律的豁免情况或

在不受任何其他适用法律的规限的交易中在任何其他司法辖区或为任何人士之利益进行者则作别论；

- (j) 其理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (k) 其明白，公司、独家保荐人—整体协调人、独家保荐人或国际发售的任何一名国际承销商并未有就投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (l) 除第 5.2 条规定者外，倘任何投资者股份由附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (m) 其已收到（及可能日后收到）与投资者投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且：
  - (i) 在该等信息因非投资者或其任何授权接收人的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则，仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、其或其联属人士的附属公司、董事、高级职员、雇员、顾问及代表（“授权接收人”）披露；
  - (ii) 其将尽全力确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；及
  - (iii) 其不会并将确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信息）不会以可能会导致违反美国、中国香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何内幕交易规定）的方式直接或间接购买、出售或买卖或交易公司或其联属人士或联系人的股份或其他证券或衍生工具；
- (n) 按保密基准提供予投资者及 / 或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已按保密基准提供（无论以书面还是口头形式）予投资者及 / 或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：
  - (i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供予投资者及 / 或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）

予投资者及 / 或其代表的材料中并无任何内容应构成任何合同或承诺的基准；

- (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料作出或收取任何认购、收购或购买任何股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能进一步作出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；
- (o) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约；
  - (p) 投资者、其附属人士以及代表投资者及其附属人士行事的任何人士，并未实施或将不实施关于股份的任何直接销售（定义见 S 规例）；
  - (q) 其已获得其认为对评估收购投资者股份的利弊及风险必要或有利的的所有合理资料，并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜，咨询公司、独家保荐人—整体协调人或独家保荐人并获得答复，且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有合理文件及资料；
  - (r) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的资料，而非任何其他可能已由公司、独家保荐人—整体协调人及 / 或独家保荐人或其代表（包括其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）提供予投资者的任何其他资料，公司、独家保荐人—整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概不就国际发售通函未包含的任何该等资料或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、独家保荐人—整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士目前不会且将来亦不会因投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等资料或材料，或其他在国际发售通函中未包含的任何资料而产生的后果负上任何责任；
  - (s) 独家保荐人—整体协调人、独家保荐人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相

关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终国际发售通函另有规定外，公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；

- (t) 投资者将遵守本协议、上市规则及任何关于其处置任何相关股份、（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (u) 其已自行对公司及投资者股份以及本协议既定的投资者股份认购条款进行核查，并自行取得其认为必需或适当的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），或另就投资者股份之投资相关（包括税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或独家保荐人—整体协调人、独家保荐人或有关全球发售的任何承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人—整体协调人、独家保荐人或其各自的联系人、联属人士、董事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (v) 明确现时并无投资者股份的公开市场，而公司、独家保荐人—整体协调人及独家保荐人、亦不保证投资者股份将拥有公开市场；
- (w) 任何股份买卖均须遵守适用法律法规（包括证券及期货条例、上市规则、证券法及任何其他适用法律法规或任何主管证券交易所的相关规则对股份交易的限制）；
- (x) 在全球发售基于任何理由而延迟或不能完成的情况下，公司、独家保荐人—整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或其附属公司所需承担的责任；
- (y) 在签订本协议之时或前后，或在此后但在国际发售交割之前的任何时间，作为国际发售一部分，公司已或将与一个或多个其他投资者签订与本协议类似的投资协议；
- (z) 公司及独家保荐人—整体协调人将有全权酌情权，决定变更或调整(i)根据全球发售将发行的股份数目；及(ii)根据香港公开发售及国际发售分别将予发行的股份数目；

- (aa) 投资者已同意根据第 4.2 条于上市日期或该等其他协定日期支付投资总额及相关经济佣金及征费；
- (bb) 任何就相关股份做出的任何发售、出售、质押或其他转让将不被公司承认（但遵守本协议限制的除外）；及
- (cc) 公司及独家保荐人—整体协调人可为满足上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超近 50%，自行决定调整投资者股份数量的分配。

6.2 投资者向公司、独家保荐人—整体协调人及独家保荐人作出进一步声明、保证及承诺：

- (a) 其已正式注册成立，并依其注册成立地点的法律有效存续，且概无提交呈请、作出责令或通过其清算或清盘的有效决议案；
- (b) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；
- (c) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权）；
- (d) 本协议已获投资者正式授权、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (e) 其已采取且将于本协议的有效期限内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (f) 根据适用于投资者的任何相关法律且须经投资者通过认购本协议下的投资者股份所获的所有同意、批准、授权、许可及登记（“批准”）均已获准且完全有效，且未被无效、撤销、撤回或废止，该等批准概不受未实施或履行之任何先决条件所限。投资者进一步同意并承诺，如任何该等批准因任何原因不再完全有效或被作废、撤销、撤回或作废，投资者将立即书面通知公司、独家保荐人及独家保荐人—整体协调人；
- (g) 投资者签订及交付本协议以及各方履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反(i)投资者公司章程大纲或其他组成或章程文件；或(ii)投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购或收购（视情况而定）投资者股份的其他法律；

或(iii)任何对投资者具有约束力的协议或其他文书，或(iv)对投资者分别具有司法管辖权的任何政府机关的任何判决、命令或法令；

- (h) 其已且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按适用部门或机构或证券交易所（“**监管机构**”）的规定及时以直接或间接的方式通过公司、独家保荐人—整体协调人及 / 或独家保荐人向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机构或证券交易所提供或促使或促成他人提供有关资料（包括但不限于(i) 投资者股份的最终实益拥有人（如有）及 / 或发出有关收购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成立地点）；(ii) 本协议项下拟进行的交易（包括但不限于本协议项下的投资者股份认购的详情、投资者股份数目、总投资金额及禁售限制）；(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及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该交换安排或其他金融或投资产品的提供者）；及/或 (iv) 投资者及其实益拥有人及 / 或联系人与公司及其任何股东之间的任何关连关系）（统称“**投资者相关信息**”），并须在任何监管机构要求的时间内披露。投资者进一步授权公司、独家保荐人—整体协调人、独家保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表根据上市规则或适用法律的规定或任何相关监管机构的要求，向该等监管机构和/或在任何公开文件或其他公告或文件中披露任何与投资者相关信息；
- (i) 投资者在金融及商业事务方面拥有相关的知识及经验，因此，其(i)有能力评估对投资者股份进行投资将带来的益处及风险；(ii)有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii)已了解其认为对决定是否对投资者股份进行投资属必要或适用的所有资料；及(iv)在对处于类似发展阶段的公司的证券进行投资的交易方面拥有充足经验；
- (j) 其日常业务为买卖股票或债券或其为专业投资者，且通过订立本协议，其并未成为与本协议项下拟进行交易有关的任何独家保荐人—整体协调人或独家保荐人的客户；
- (k) 投资者是一家专业投资者（定义见证券及期货条例附表 1 第 1 部分及其下附属法例）（“**专业投资者**”），且其已阅读并理解本协议附表 3 中所述专业投资者认定通知（“**专业投资者认定通知**”）且确认并同意专业投资者认定通知中涉及其购买本协议项下投资者股份之内容。就专业投资者认定通知而言，该通知中提及的“阁下”及“阁下的”应指和 / 或有效提及的投资者及关于投资者，该通知中提及的“我们”及“我们的”应指和 / 或有效提及的独家保荐人—整体协调人或其各自的联属人士；
- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份，且投资者无权指定任何人士担任公司董事、监事或高级人员；

- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（定义见证券法 S 规例）中进行，且其并非美籍人士；
- (n) 投资者将于豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会构成关连交易或导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议，且于紧随本协议完成后将独立于公司任何关连人士，并不会与该等人士就公司的控制事宜一致行动（定义见证监会发布的公司收购、合并及股份回购守则）的任何其他一方或各方之间存在何种关系；(iii)具有履行本协议项下所有义务的财务能力；(iv)并无直接或间接接受（a）公司任何核心关连人士（定义见上市规则）或（b）公司、公司或其子公司的任何董事、行政主管、现有股东或他们各自的任何联系人（定义见上市规则）的资助、捐助或支持，且并无惯常接受亦未接受任何有关上述人士关于收购、出售、投票表决或以其他方式处置公司证券的任何指示；(v)不属于上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何类别中人士；及(vi)除非另以书面方式向公司、独家保荐人及独家保荐人—整体协调人披露外，与公司及其任何股东之间并无任何关连关系；
- (p) 各投资者、其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人并非全球发售的任何独家保荐人—整体协调人、独家保荐人、账簿管理人、牵头经办人及承销商以及独家保荐人—整体协调人、除保荐人—整体协调人之外的银团成员或任何承销商的“关连客户”。“关连客户”、“保荐人—整体协调人”、“除保荐人—整体协调人之外的银团成员”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (q) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；
- (r) 投资者及其联系人均非公司或其联系人的董事（包括于之前 12 个月内担任董事）、监事或现任股东或上述任何人士的代名人；
- (s) 除先前已通知中信里昂證券外，投资者或其实益拥有人均不属于(i)联交所 FINI 获配售人名单模板所列或 FINI 有关获配售人界面要求披露的任何获配

售人类别（“基石投资者”除外）；或(ii)上市规则第 12.08A 条要求在公司配股结果公告中指定的任何获配售人类别；

- (t) 投资者并未且不会与任何“承销商”（定义见证券法 S 规例）就分销股份订立任何合约安排，惟与其附属人士所订立者或经公司事先书面同意者除外；
- (u) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）以及联交所《新上市申请人指南》的规定进行；
- (v) 投资者及其实益拥有人及 / 或联系人概无以公司任何关连人士、独家保荐人—整体协调人、独家保荐人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均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，且与该等人士并无关联；
- (w) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；
- (x) 除先前以书面形式向公司、独家保荐人—整体协调人及独家保荐人披露外，投资者、其实益拥有人及 / 或联系人并未订立且不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品的安排；
- (y) 投资者未获得且未计划获得贷款或其他形式的融资以履行其在本协议项下的支付义务；
- (z) 除根据本协议外，投资者或其任何紧密联系人未曾也不会就全球发售项下的任何股份通过簿记建档程序申请或下达订单；及
- (aa) 投资者及其紧密联系人（直接或间接）合计持有的公司全部已发行股本不得导致公司的公众持股量（具有上市规则中规定的含义）降至低于上市规则要求或联交所另行批准的比例。

6.3 投资者向公司、独家保荐人—整体协调人及独家保荐人声明及保证，本协议所载的以及向监管机构及/或公司、独家保荐人—整体协调人及独家保荐人及其各自的关连方提供的，有关其本身及其为成员公司的集团的详情及所有投资者相关信息在所有方面均属真实、完整及准确，且无误导成分。

在不影响第 6.1(b) 条规定的情况下，投资者不可撤回地同意，倘公司、独家保荐人—整体协调人及独家保荐人全权认为有必要，则于公开文件、市场推广及路演材料以及公司、独家保荐人—整体协调人及 / 或独家保荐人可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表 2 所载详情）。投

投资者承诺会尽快提供有关其本身、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人—整体协调人及 / 或独家保荐人可能合理要求的其他事项的其他资料及 / 或支持文件，以确保其符合适用法律及 / 或公司或证券登记及 / 或联交所、证监会及中国证监会等主管监管机构的要求。投资者谨此同意，经审阅将载入公开文件草稿及不时提供予投资者的其他有关全球发售的市场推广材料以及投资者可能合理要求作出修订（如有）的有关其本身及其为成员公司的集团的详情后，投资者应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

- 6.4 投资者明白，第 6.1 及 6.2 条所载的声明及确认乃按中国香港法例及美国证券法等的规定作出。投资者承认，公司、独家保荐人—整体协调人、独家保荐人、承销商及彼等各自的附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再真实、准确及完整或具误导成分，其将立即书面通知公司、独家保荐人—整体协调人及独家保荐人。
- 6.5 投资者同意及承诺，投资者会在接获要求时就可能因投资者股份的认购、投资者股份或本协议有关的原因（包括因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）而对公司、独家保荐人—整体协调人、独家保荐人及全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿保证方**”）造成的任何及全部损失、成本、开支、索赔要求、法律行动、责任、法律程序或损害，及任何获弥偿保证方可能因上述行为、或出于上述行为、或与上述行为有关，而对任何此类索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿保证方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。
- 6.6 [保留编号]
- 6.7 投资者根据第 6.1、6.2、6.3、6.4 及 6.5（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期重复作出。
- 6.8 公司向投资者、独家保荐人—整体协调人和独家保荐人声明、保证及承诺：
- (a) 其已正式注册成立，并依据中华人民共和国法律有效存续；
  - (b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并就此采取一切所需行动；

- (c) 在根据第 5.1 条需支付款项及受禁售期所限的前提下，投资者股份在根据第 4.4 条交付予投资者时，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的股份享有同等地位；
- (d) 公司、公司的控股股东（具有上市规则中规定的含义）、集团任何成员公司及彼等各自的联属人士、董事、高级职员、雇员及代理概无与任何投资者或其联属人士、董事、高级职员、雇员或代理订立任何协议或安排，包括与上市规则（包括联交所《新上市申请人指南》）不符的补充协议；及
- (e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、高级职员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

6.9 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投资者就国际发售通函与其他购买国际发售中的股份的投资者拥有同等权利。

## 7. 终止

7.1 本协议可于下列情况下予以终止：

- (a) 根据第 3.2 条或第 4.6 条的规定终止；
- (b) 如果投资者（或根据第 5.2 条转让投资者股份的情况下，投资者的全资子公司）在国际发售结束时或之前，或如适用，在延迟交付日期或之前，严重违反本协议（包括严重违反投资者于本协议下所作任何声明、保证、承诺及确认）（不论存在任何与本协议相反的条款），公司或独家保荐人—整体协调人及独家保荐人可单独全权酌情终止；或
- (c) 在获得各方的书面同意的情况下终止。

7.2 在本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方的所有权利及责任（除下文所载第 10 条项下的权利外）应终止，在不损害任何一方对其他各方在该终止或之前的有关条款的既有权利或责任的情况下亦不得向任何其他各方提出任何申索，但本协议第 8 条至第 12 条在本协议终止后继续有效。

7.3 投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

## 8. 公布及保密

- 8.1 除本协议另有规定者外，未经其他各方事先书面同意，任何一方不得披露任何有关本协议或根据本协议拟进行的交易或涉及公司、独家保荐人—整体协调人、独家保荐人及投资者的任何其他安排的资料。虽有上述规定，但任何一方可向以下各方披露本协议：
- (a) 向联交所、证监会、中国证监会及 / 或规管公司、独家保荐人—整体协调人及 / 或独家保荐人的其他监管机构披露，而投资者的背景资料以及公司与投资者的关系可于公司将予刊发的公共文件以及公司、独家保荐人—整体协调人及 / 或独家保荐人因全球发售而将予刊发的市场推广、路演材料及其他公告内载述；
  - (b) 按应知方知原则向各方的法律及财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理披露，前提是有关方应(i)促使其上述法律、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉及遵守本协议所载的所有保密义务；及(ii)对其上述法律、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反任何有关保密义务负责任；及
  - (c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）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同呈交中国香港公司注册处登记，以供展示）的规定或任何政府主管机关具有约束力的判决、命令或规定可能须予披露的其他情况。
- 8.2 投资者不得就本协议或本协议任何附属事项作出其他提述或披露，惟投资者已就有关披露的原则、形式及内容预先咨询公司、独家保荐人—整体协调人及独家保荐人以征求彼等的事先书面同意者则除外。
- 8.3 公司须适当努力提供与本协议相关的任何公共文件中的任何声明、公司与投资者的关系以及有关投资者的一般背景资料，以于其刊发之前供投资者审阅。投资者应与公司、独家保荐人—整体协调人及独家保荐人合作，确保有关公共文件内的全部提述均属真实、完整、准确且无误导成分，且公共文件内不会遗漏相关重大资料，并应及时向公司、独家保荐人—整体协调人及独家保荐人以及彼等各自的法律顾问提供任何意见及鉴定书。
- 8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供一切合理协助（包括提供与投资者、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人—整体协调人或独家保荐人可合理要求的本协议提及的其他有关事项有关的进一步资料及 / 或相关支持文件），以(i)于本协议日期后在公共文件中更新投资者的详情，

并核实有关提述；及(ii)使公司符合适用的公司或证券登记规定及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

9.1 根据本协议发出的所有通知须采用英文或中文的书面形式，并须按第 9.2 条规定的方式送至下列地址：

如致公司，至：

地址：中国天津滨海高新区华苑产业区梓苑路 15 号  
邮箱：m jy9999@mokingran.com  
收件人：王忠善

如致投资者，至：

地址：香港湾仔港湾道 26 号华润大厦 2609 室  
邮箱：1730863213@qq.com  
收件人：刘霞

如致中信證券香港，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

如致中信里昂證券，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

9.2 任何根据本协议送呈的通知须由专人送递或以电子邮件发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以电子邮件送达则在正式发送后（记录在发件人发送电子邮件的设备上，无论该电子邮件是否被确认，除非发件人收到自动发送的电子邮件未送达的消息），以及倘以预付邮资的邮件寄送（缺乏提早收取证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

## 10. 一般事项

10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司要求提供进行全球发售

所需的同意书、批准及授权，否则有关各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意书、批准或授权，且各方进一步确认其可履行本协议所载义务。

- 10.2 除明显错误外，公司与独家保荐人—整体协调人真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 投资者、公司、独家保荐人—整体协调人及独家保荐人应就本协议所需或可能所需或与之关连的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.4 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方及其代表签署者除外。为避免疑义，本协议的任何改动或更改无需事先通知非本协议一方的任何主体或获得非本协议一方的任何主体的同意。
- 10.5 本协议将仅以中文订立。
- 10.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担除外。
- 10.7 时间成为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过书面协议予以延长。
- 10.8 本协议的所有条文只要能够予以履行或遵守，即使在投资者根据第 4 条完成购买后，亦继续保持十足效力及作用，惟已履行的事项及其经各方书面同意后予以终止或豁免者除外。
- 10.9 除投资者签订的保密协议（如有）外，本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代各方之间所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 10.10 除非本第 10.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
  - (a) 获弥偿保证方可按犹如彼等为本协议的一方的方式执行及依赖本协议第 6.5 条。
  - (b) 本协议可无需经第 10.10(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。

- 10.11 独家保荐人—整体协调人及独家保荐人均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款转让所有或任何其相关权利、职责、权力及酌情决定权予其任何一家或多家附属公司。无论任何有关权力转授，相关独家保荐人—整体协调人或独家保荐人均应根据本条款对其转让相关权利、职责、权力及 / 或酌情决定权的任何附属公司的所有行为及过失承担责任。
- 10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
  - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，一切利益拨归他们所有。并且，概无其他人士可购买或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.15 假如投资者于上市日期延迟交付日期（若适用）或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人—整体协调人及独家保荐人亦有权终止本协议，而各方的所有义务应予终止，但不损害所有就其他各方蒙受的全部损失及损害而针对投资者提出索赔要求的权利。
- 10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

## **11. 规管法律及司法管辖权**

- 11.1 本协议及各订约方之间的关系受中国香港法例规管并据此予以诠释。

- 11.2 因本协议而产生或与之有关的或因违反、终止本协议及本协议失效而产生的或与之有关的任何纠纷、争议或索赔（“**纠纷**”），应根据递交仲裁申请之日有效的中国香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地应为中国香港。应有三名仲裁员且仲裁程序中的语言应为英语。仲裁庭的决议及判决为最终决定，对各方具有约束力，可于任何具有司法管辖权的法院作出及执行，且只要可以放弃向任何司法机构申请任何形式的上诉、审查或追索的任何及所有权利，各方应不可撤销及无条件地放弃该等权利。

尽管有以上规定，但在仲裁庭被指定前，各方有权向有管辖权的法院寻求临时禁令性救济或其他临时救济。在不影响根据国家法院司法管辖权可能提供的临时救济的情况下，仲裁庭可全权授予临时救济或命令各方要求法院修改或撤销由其提出的临时或初步救济，并就任何一方未能尊重仲裁庭就此而作出的命令判定赔偿。

## **12. 豁免权**

- 12.1 在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可能为自身或其资产、物业或收入提出免受（以主权或皇室身份或其他方式为由）任何法律诉讼、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、任何法院所辖司法管辖区抵销或反诉送达法律程序文件、扣押或协助执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决），或因给予任何救济，或执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决）而免受其他法律诉讼、诉讼或法律程序的情况下，或在任何上述司法管辖区中上述的豁免权可归因于其本身或其资产、物业或收入（无论是否提出豁免权）的情况下，投资者在此不可撤回地及无条件地放弃及同意不会请求或提出与任何该等法律程序有关的任何豁免权。

## **13. [保留编号]**

## **14. 副本**

- 14.1 本协议可签立为多份副本，且各方须于每份副本上签署。各副本等同于原件，但所有副本一并构成一份且属同一份文件。通过电子邮件附件(PDF)或传真印件送交本协议签署副本的签字页应为有效的送达方式。

本协议各方已由其各自的正式授权代表在文首载明日期签署本协议，**特此为证。**





签字页

独家保荐人

由 Rebecca Wong )  
代表 )  
中信證券（香港）有限公司 )  
在以下人士的见证下： )  
)  
)  
签署 Wang Suyi )  
)  
见证人姓名：Wang Suyi )  
)



签字页

独家保荐人 - 整体协调人及独家全球协调人

由 Rebecca Wong )

代表 )

中信里昂證券有限公司 )

在以下人士的见证下: )

)

签署 *Wuy Xuy* )

)

见证人姓名: *Zhang Yuxiang* )

)



## 附表 1 投资者股份

### 投资者股份数目

投资者股份数目应等于(1)相当于 2,698 万人民币的港元金额（按招股书所报港元兑人民币的收盘价计算，并且包括与投资者认购股份相关的全部税费、经纪佣金及交易征费）除以(2)发售价，向下约整至最接近每手 200 股 H 股份的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予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股份的重新分配影响。倘香港公开发售对股份的总需求跌至公司最终招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。

此外，独家保荐人—整体协调人及公司可为满足上市规则第 8.08(3)及新上市申请人指南第 4.14 章的规定，即上市时由公众人士持有的证券中，由(i)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；或(iii)上市规则附录 F1 所载的配售指引自行决定调整投资者股份数量的分配。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点	: 中国香港
商业登记号码	: 76979932
主要业务	: 投资控股
最终控股股东名称	: 天津金昇泰商业管理有限公司
最终控股股东注册成立地点	: 中国
最终控股股东公司统一社会信用代码	: 91120116MADMJM2B77
最终控股股东主营业务	: 商业管理及企业管理咨询
最终控股股东的股东名称及持有的权益比例	: Solid Elegance 为一间于香港注册成立的有限公司，主要业务为投资控股。Solid Elegance 的实益拥有人为公司省级代理。于往绩记录期间，Solid Elegance 的实益拥有人及彼等所控制的实体于截至 2021 年、2022 年及 2023 年 12 月 31 日止年度以及截至 2024 年 6 月 30 日止六个月之收益贡献总额分别为人民币 1,754.3 百万元、人民币 1,734.7 百万元、人民币 2,100.7 百万元及人民币 863.6 百万元。  太原宏坤珠宝有限公司（省级代理所控制的实体） — 间接持有 Solid Elegance 66.67% 的股权。 — 由马骏间接持有 60% 及由秦丽娜持有 40%。  贵州柯氏金海岸珠宝有限公司（省级代理） — 间接持有 Solid Elegance 8.33% 的股权。 — 由柯顺秋持有 95% 及由郑恩持有 5%。  福州金万福珠宝首饰有限公司（省级代理） — 间接持有 Solid Elegance 8.33% 的股权。

— 由刘信全资拥有。

长沙市百顺商业管理有限公司（省级代理）  
— 间接持有 Solid Elegance 8.33%的股权。  
— 由陈惠真持有 80%及由柯光华持有 20%。

云南夏翀贸易有限公司（省级代理）  
— 间接持有 Solid Elegance 8.33%的股权。  
— 由商夏晖持有 90%及由陈静持有 10%。

招股书里关于投资者的披露 : 同上

相关投资者类别（须包括在联交所的 FINI 配售人名单模板中或须由 FINI 界面就配售人披露）：  
基石投资者

## 附表 3

### 专业投资者认定通知

#### A 部分—如果阁下是一家机构投资者：

1. 由于阁下属于证券及期货条例附表 1 第 1 部分第 1 条“专业投资者”定义之(a)款至(i)款所述以及证券及期货条例下的任何附属法例定义之人士的范畴（“**机构专业投资者**”），因此阁下是一家专业投资者。
2. 由于阁下属于机构专业投资者，则独家保荐人—整体协调人自动豁免遵守《证监会持牌人或注册人操守准则》（“**操守准则**”）的若干规定，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
  - 2.1 关于客户的信息
    - (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人—整体协调人正提供有关公司财务工作的建议；
    - (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
    - (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；
  - 2.2 客户协议
    - (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；
  - 2.3 为客户提供的信息
    - (i) 就本协议项下拟议交易向阁下披露有关信息；
    - (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
    - (iii) 在为阁下进行交易后立即确认交易的基本特征；

- (iv) 向阁下提供有关纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进纳斯达克-美国证交所行 NASDAQ - Amex 试点计划允许交易之证券的交易。

#### 2.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 A 部分第 2.4(i)款中所述授权，并每年予以确认。

#### 2.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人—整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。
3. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第 571Q 章）规定要求提供的任何成交单据、账户结单及收据。
4. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

### **B 部分—如果阁下是一家公司投资者：**

1. 由于阁下属于证券及期货（专业投资者）规则（“**专业投资者规则**”）（中国香港法例第 571D 章）第 3(a)、(c)和(d)条所述人士之范畴，因此阁下是一家专业投资者（“**公司专业投资者**”）。

下列人士为专业投资者规则第 3(a)、(c)和(d)条规定的公司专业投资者：

- (i) 基于信托而获委托担任受托人的任何信托法团，于相关日期之总资产不低于 4000 万港元或其等价外币或：
  - (A) 载于编制的最近期经审计的财务报表：
    - (I) 涉及信托法团；及
    - (II) 在相关日期之前的 16 个月内；
  - (B) 通过提及一个或多个经审计的财务报表确定，每个财务报表均为编制的最近期经审计的财务报表：
    - (I) 涉及信托或任一信托；及

- (II) 在相关日期之前的 16 个月内；或
    - (C) 通过提及向信托法团签发的一个或多个保管人声明确定：
      - (I) 涉及信托或任一信托；及
      - (II) 在相关日期之前的 12 个月内；
  - (ii) 拥有下列各项之任何法团或合伙：
    - (A) 不低于 8 百万港元或其等价外币的投资组合；或
    - (B) 于相关日期或通过提及下列各项确定之不低于 4 千万港元或其等价外币的总资产；
    - (C) 编制的最近期经审计的财务报表：
      - (I) 涉及法团或合伙（视情况而定）；及
      - (II) 在相关日期之前的 16 个月内；
    - (D) 在相关日期之前的 12 个月内向法团或合伙（视情况而定）签发的一个或多个保管人声明；及
  - (iii) 于相关日期其唯一从事业务为投资控股的任何法团及于相关日期由下列一个或多个人士全资控股的任何法团：
    - (A) 属于(i)款所述范畴的信托法团；
    - (B) 单独或与联合账户中其任何联系人共同属于专业投资者规则第 3(b)条所述范畴的个人；
    - (C) 属于(ii)款所述范畴的法团；
    - (D) 属于(ii)款所述范畴的合伙。
2. 独家保荐人—整体协调人已按照操守准则第 15.3A 款将阁下评定为关于所有投资产品和市场的公司专业投资者。
3. 阁下同意被认定为公司专业投资者，理解同意被认定为公司专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
- 3.1 关于客户的信息
- (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人—整体协调人正提供有关公司财务工作的建议；

- (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
- (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；

### 3.2 客户协议

- (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；

### 3.3 为客户提供的信息

- (i) 就本协议项下拟议交易向阁下披露有关信息；
- (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
- (iii) 在为阁下进行交易后立即确认交易的基本特征；
- (iv) 向阁下提供纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所 NASDAQ - Amex 试点计划允许交易之证券的交易。

### 3.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 B 部分第 3.4(i)款中所述授权，并每年予以确认。

### 3.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人—整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。

- 4. 阁下有权随时以书面通知独家保荐人—整体协调人的方式退出关于所有或任何投资产品或市场的公司专业投资者之认定。

5. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。
6. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

### C 部分—如果阁下是个人投资者：

1. 由于阁下属于专业投资者规则第3(b)条所述人士之范畴，因此，阁下是一位专业投资者（“个人专业投资者”）。

下列人士为专业投资者规则第3(b)条规定的个人专业投资者：

- (i) 任何个人，单独或与联合账户中任何联系人共同，于相关日期持有不低于800万港元或其等价外币的投资组合或：
  - (A) 载于该个人的审计师或注册会计师于相关日期前12个月内签发的证明书内；或
  - (B) 通过提及于相关日期前12个月内向该个人签发的（单独或与联系人共同）一个或多个保管人声明确定。
2. 阁下同意在所有投资产品 and 市场方面被认定为个人专业投资者，理解同意被认定为个人专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
  - (i) 向阁下告知他们的业务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
  - (ii) 在为阁下进行交易后立即确认交易的基本特征；
  - (iii) 向阁下提供纳斯达克-美国证交所NASDAQ-Amex试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所NASDAQ-Amex试点计划允许交易之证券的交易。
3. 阁下有权随时以书面通知独家保荐人—整体协调人的方式退出关于所有或任何投资产品或市场的个人专业投资者之认定。
4. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。

5. 如果独家保荐人—整体协调人征求向阁下出售或推荐任何金融产品，该金融产品考虑到阁下的财务状况、投资经验和投资目标的情况下必须对阁下是合理适当的。本协议的其他条款或独家保荐人—整体协调人可能会要求阁下签署的任何其他文件以及独家保荐人—整体协调人可能要求阁下作出的声明，均不会背离本附表 C 部分中本第 5 款的规定。
  
6. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

梦金园黄金珠宝集团股份有限公司

**Bright Ambition International Limited**

中信證券（香港）有限公司

中信里昂證券有限公司

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基石投资协议

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本基石投资协议（“本协议”）由以下各方于 2024 年 11 月 19 日订立

- (1) **梦金园黄金珠宝集团股份有限公司**，一家于中华人民共和国注册成立的股份有限公司（统一社会信用代码：9112000074242585X1），其注册地址为中国天津滨海高新区华苑产业区梓苑路 15 号（“公司”，连同其子公司统称为“集团”）；
- (2) **Bright Ambition International Limited**，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其商业登记编号为 76981660，其注册办事处位于香港湾仔港湾道 26 号华润大厦 2609 室（“投资者”）；
- (3) 中信證券（香港）有限公司，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国香港从事证券及期货条例（定义见下文）规定的第 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（CE No. AAK249）（“中信證券香港”或“独家保荐人”）；及
- (4) 中信里昂證券有限公司，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国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 7 类（提供自动化交易服务受规管活动）（CE No. AAB893）（“中信里昂證券”、“独家保荐人—整体协调人”或“独家全球协调人”）。

鉴于：

- (A) 公司已申请通过全球发售（“全球发售”）方式将其股本于联交所（定义见下文）上市，包括：
  - (i) 公开发售，公司提呈 4,395,800 股股份（定义见下文）供中国香港公众人士认购（“香港公开发售”）；及
  - (ii) 依据证券法（定义见下文）下的 S 规例（定义见下文）于美国境外向投资者（包括向中国香港的专业及机构投资者进行配售）有条件配售 39,561,000 股股份（“国际发售”）。
- (B) 中信證券香港担任独家保荐人及中信里昂證券作为全球发售的独家保荐人—整体协调人及独家全球协调人。
- (C) 投资者有意根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

(D) 作为公司、投资者、独家保荐人及独家保荐人—整体协调人同意受本协议条款约束之对价。

订约各方谨此同意以下各项：

## 1. 释义及诠释

1.1 于本协议（包括其附表）内，下列各字词具有以下涵义：

“**联属人士**”就具体人士或实体而言，除非上下文另有规定，指通过一个或多个中间人直接或间接控制、受控于特定人士或实体或与其处于共同控制下的任何人士或实体。就该定义而言，“控制”（包括“控制中”、“受控于”及“处于共同控制下”）指直接或间接拥有指示或安排某个人士的管理及政策的权力，无论通过拥有具表决权的证券、以合约或以其他方式；

“**会计及财务汇报局**”指会计及财务汇报局；

“**投资总额**”指发售价乘以投资者股份数目所得金额；

“**批准**”具有第 6.2(f)条赋予该词的涵义；

“**联系人 / 紧密联系人**”具有上市规则赋予该词的涵义，且“**各联系人/各紧密联系人**”应作相应解释；

“**授权接收人**”具有第 6.1(m)条赋予该词的涵义；

“**经纪佣金**”指按照上市规则费用规则第 7(1)段规定，按投资总额的 1%计算的经纪佣金；

“**营业日**”指中国香港持牌银行一般开放作正常银行业务运作及联交所开放进行证券买卖业务的任何日子，不包括星期六及星期日及中国香港公众假期；

“**中央结算系统**”指由香港中央结算有限公司设立及营运的中央结算及交收系统；

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**操守准则**”具有附表 3 赋予该词的涵义；

“**公司条例**”指中国香港法例第 622 章公司条例，经不时修订、补充或以其他方式修改；

“**公司（清盘及杂项条文）条例**”指中国香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订、补充或以其他方式修改；

“**关连人士 / 核心关连人士**”具有上市规则赋予该词的涵义，且“**各关连人士 / 各核心关连人士**”应作相应解释；

“**合约（第三者权利）条例**”指中国香港法例第 623 章合约（第三者权利）条例，经不时修订、补充或以其他方式修改；

“**控股股东**”，除非上下文另有规定，应具有上市规则赋予该词的涵义，且“**各控股股东**”应作相应解释；

“**公司专业投资者**”具有附表 3 赋予该词的涵义；

“**中国证监会**”指中国证券监督管理委员会；

“**延迟交付日期**”指在香港公开发售和国际发售的承销协议均已签订并已成为无条件协议且尚未终止的前提下，独家保荐人—整体协调人应依据第 4.3 条通知投资者的较迟日期；

“**处置**”就任何相关股份而言包括直接或间接；

- (i) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置在相关股份中的、或在可兑换为或可行使或交换成相关股份的任何其他证券中的、或代表有关收取有关相关股份中的任何法律或实益权益（包括设立或任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利），或在该等权益上增设任何性质的第三方权利，或订约进行（不论直接或间接及不论有条例或无条件）；或
- (ii) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份或该等其他证券的任何经济后果或拥有权的附带事项或其中的任何权益；或
- (iii) 订立任何其他直接或间接与上文(i)及(ii)项所述任何前述交易具有相同经济影响的交易；或
- (iv) 同意或签署合同或公开宣布有意订立上文(i)、(ii)及(iii)项所述的任何前述交易，且在各种情况下，不论任何上文(i)、(ii)及(iii)项所述的前述交易是否通述交付相关股份或其他可兑换为或可行使或交换相关股份的证券、现金或以其他方式结算；并按此诠释“处置”；

“**纠纷**”具有第 11.2 条赋予该词的涵义；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有叙文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、委员会、团体、机关或机构或任何证券交易所、自我监管机构或其他非政府监管机构（包括但不限于联交所、证监会及中国证监会），或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司及（如文义要求），或按上下文需要，就公司成为其现有附属公司的控股公司之前的任何时期而言，该等附属公司视同相关时间为公司的附属公司；

“**港元**”指中国香港法定货币；

“**中国香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)项赋予该词的涵义；

“**获弥偿保证方**”具有第 6.5 条赋予该词的涵义，及“**获弥偿方**”指其中任何一方（按上下文所规定）；

“**个人专业投资者**”具有附表 3 赋予该词的涵义；

“**机构专业投资者**”具有附表 3 赋予该词的涵义；

“**国际发售**”具有叙文(A)项赋予该词的涵义；

“**国际发售通函**”指公司预期因国际发售而向有意投资者（包括投资者）刊发的最终发售通函；

“**投资者股份**”指投资者根据本协议条款及条件将于国际发售中认购的股份数目，按附表 1 计算并由公司及独家保荐人—整体协调人厘定；

“**法律**”指所有相关司法辖区的任何政府机关（包括联交所、证监会及中国证监会）的法律、法例、成文法、条例、规定、法规、指引、指南、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的 0.0027%或于上市日期的现行交易征费（作为证监会交易征费），投资总额的 0.00015%（作为会计及财务汇报局交易征费），及投资总额的 0.00565%或于上市日期的现行交易费（作为联交所交易费）；

“**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，以及联交所上市决定、指引、指南及其他规定，经不时修订、补充或以其他方式修改；

“禁售期”具有第 5.1 条赋予该词的涵义；

“发售价”指根据全球发售将予发行股份的每股最终港元价格（不包括经纪佣金及费用）；

“超额配股权”具有国际发售通函赋予该词的涵义；

“各方”指本协议所列的各方，而“一方”应指彼等其中一方（按上下文所规定）；

“中国”指中华人民共和国，仅就本协议而言，不包括中国香港、中国澳门特别行政区及中国台湾；

“初步发售通函”指公司预期因国际发售而向有意投资者（包括投资者）刊发的初步发售通函（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 部分赋予该词的涵义；

“专业投资者规则”具有附表 3 赋予该词的涵义；

“专业投资者认定通知”具有第 6.2(k)条赋予该词的涵义；

“招股书”指公司因香港公开发售而在中国香港刊发的最终招股书；

“公共文件”指国际发售的初步发售通函及国际发售通函，以及公司将就香港公开发售而在中国香港刊发的招股书，以及公司就全球发售而可能发出的其他文件及公布（分别经不时修订或补充）；

“S 规例”指《证券法》S 规例；

“监管机构”具有第 6.2(h)条赋予的涵义；

“相关股份”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而衍生自投资者股份的公司任何股份或其他证券或权益；

“证券法”指美国 1933 年证券法（经修订）及颁布的其各项规则及法规；

“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**”指中国香港法例第 571 章《证券及期货条例》，经不时修订、补充或以其他方式修改；

“**股份**”指公司根据全球发售将于中国香港发行的每股面值人民币 1.00 元的 H 股，将以港元认购及买卖并拟于联交所上市及交易；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚地区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

- (a) 所提述的“条款”、“分条”或“附表”乃指本协议的条款或分条或附表；
- (b) 索引、条款及附表标题仅供说明之用，并不影响本协议的构成或解释；
- (c) 附表为本协议的组成部分，如同本协议的正文所明订者具有相同效力及效果，而任何对本协议的提述均包括附表；
- (d) 单数词应包括复数，反之亦然。意指某一性别的词应包括另一性别；
- (e) 凡提及本协议或另一法律文书均包括它们其中一项的任何变更或取代文件；
- (f) 提述法规或法定条文时包括提述：
  - (i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规或条文；
  - (ii) 其重新颁布（不论是否修订）时被废除的任何法规或法定条文；及
  - (iii) 其项下作出的任何附属立法；
- (g) 除非另有指明，所提述的时间及日期分别为中国香港时间及日期；
- (h) 所提述的“人士”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；

- (i) 所提述的“包括”,“包含”及“其中包括”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于; 及
- (j) 所提述的任何非中国香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关中国香港法律词汇最相近的涵义。

## 2. 投资

2.1 待下文第 3 条提述之条件达成后 (或被各方豁免, 但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条载列的条件不可豁免, 且第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免), 及在本协议其他条款及条件的规限下:

(a) 作为国际发售的一部分, 投资者将通过独家保荐人—整体协调人及 / 或其附属人士 (以其作为国际发售相关部分的国际承销商的代表身份), 按发售价认购投资者股份, 且公司将发行、配发及配售且独家保荐人—整体协调人将分配及 / 或交付 (视情况而定) 或促使分配及 / 或交付 (视情况而定) 投资者股份予投资者; 及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额、经纪佣金及征费。

2.2 独家保荐人—整体协调人可以酌情自行决定全部或部分的投资者股份的交付应按照国家第 4.3 条的规定于延迟交付日期进行。

2.3 公司及独家保荐人—整体协调人 (代表其自身及其他全球发售承销商) 将以其协定的方式厘定发售价。投资者股份的准确数目将由公司及独家保荐人—整体协调人根据附表 1 最终厘定, 该厘定将为最终决定并对投资者具约束力 (存在明显错误的情况除外)。

## 3. 交割条件

3.1 投资者根据本协议所述认购投资者股份的义务, 以及公司及独家保荐人—整体协调人根据第 2.1 条所述发行、配售、分配、配发及 / 或交付 (视情况而定) 或促使发行、配售、分配、配发及 / 或交付 (视情况而定) 投资者股份的义务仅于交割时或交割前, 下列条件已达成或获各方豁免 (但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免, 第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免) 时方可作实:

- (a) 香港公开发售的承销协议及国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方初定的豁免或修订条款），且前述所有承销协议并未终止；
- (b) 发售价已经由公司及独家保荐人—整体协调人（为其本身及代表其他全球发售的承销商）商定；
- (c) 联交所的上市委员会已批准股份（包括投资者股份以及其他适用的豁免及批准）上市及买卖，且有关批准、许可或豁免并无于股份于联交所开始买卖前撤回；
- (d) 任何政府机关并未制定或颁布任何法律，禁止全球发售或本协议拟进行的交易的完成，并且不应有具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易的完成；及
- (e) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面均准确、真实、完整及不具误导性，且投资者没有严重违反本协议。

3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十(180)天（或经公司、投资者、独家保荐人—整体协调人及独家保荐人可能书面协定的其他日期）或之前达成或前述各项条件仍未获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免），则投资者购买投资者股份的义务，以及公司及独家保荐人—整体协调人发行、配售、分配、配发及 / 或交付（视情况而定）或促致发行、配售、分配、配发及 / 或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方在商业操作上切实可行时（在任何情况下均不迟于本协议终止日起 30 日内）尽快不计利息退还予投资者，且本协议亦告终止及无效，而公司、独家保荐人—整体协调人及 / 或独家保荐人的所有义务与责任将告终止，惟根据本第 3.2 条，终止本协议不得损害任何一方于本协议终止时或之前就其中所载条款对其他各方的既有权利或责任。

为免生疑问，本条内容概不构成给予投资者更正投资者根据本协议到本条前述日期为止期间对各项陈述、保证、承诺、确认及承认的任何违反的权利。

3.3 投资者承认，概无保证将完成全球发售或全球发售不会被推迟或终止，倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，则公司、独家保荐人—整体协调人或独家保荐人概不对投资者承担任何责任。倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，投资者特此放弃对公司、独家保荐人—整体协调人及 / 或独家保荐人或其各自附属人士、子公司、高级职员、董事、监事、雇员、顾问、职员、联系人、合伙人、代理人或代表提出任何申索或采取任何行动的任何权利（如有）。

## 4. 交割

- 4.1 在第 3 条和本第 4 条的规限下，根据国际发售及作为其中部分，投资者将通过独家保荐人—整体协调人（及 / 或其附属人士）（作为国际发售有关部分的国际承销商的国际代表）以发行价购买投资者股份。因此，投资者股份将在国际发售交割时（或在延迟交付日期）同时以公司和独家保荐人—整体协调人商定的方式被购买。
- 4.2 投资者须将于上市日期前的营业日（或公司、独家保荐人—整体协调人和投资者书面同意的其他时间）以同日收款入帐的方式向独家保荐人—整体协调人在不迟于上市日期前足一(1)个营业日书面通知投资者的港元银行账户全数电汇投资总额，连同相关经纪佣金及征费，并通过即时可用的港元净额，不得作出任何扣减或抵销。独家保荐人—整体协调人向投资者发出的有关通知将包括但不限于付款账户明细及投资者于本协议项下应付的款项总额。
- 4.3 如果独家保荐人—整体协调人自行酌情决定全部或部分投资者股份应在晚于上市日期的日期交付（“**延迟交付日期**”），独家保荐人—整体协调人应(i)不迟于上市日期前两(2)个营业日书面通知投资者将延迟交付的投资者股份的数量；及(ii)不迟于实际延迟交付日期前两(2)个营业日书面通知投资者延迟交付日期，但前提是延迟交付日期不得迟于可行使超额配股权的最后一日之后三(3)个营业日。独家保荐人—整体协调人的上述决定对投资者具有决定性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者应根据第 4.2 条的规定支付投资者股份的价款。
- 4.4 在按照第 4.2 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须将投资者股份直接存入中央结算系统中的中央结算系统投资者账户或中央结算系统股份账户，该等账户信息由投资者于上市日期（或根据第 4.3 条商定的延迟交付日期）之前两(2)个营业日前以书面形式告知独家保荐人—整体协调人。
- 4.5 在不影响第 4.3 条的情况下，投资者股份亦可以公司、独家保荐人—整体协调人、独家保荐人及投资者书面协定的任何其他方式进行交付，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。
- 4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人—整体协调人及独家保荐人各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人—整体协调人及独家保荐人各自的所有义务及责任将告结束及终止（惟不损害公司、独家保荐人—整体协调人及独家保荐人因投资者未能履行其于本协议下的义务而可能向其提出任何申索的权利）。在任何情况下，投资者须就各获弥偿方可能因投资者未能根据第 6.5 条悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失及损害赔偿承担全部责任，并就此向他们作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿保证。

4.7 倘公司、独家保荐人—整体协调人及独家保荐人因公司、独家保荐人—整体协调人和独家保荐人（视情况而定）无法控制的情形而导致无法履行或迟延履行其在本协议项下的义务，包括但不限于自然灾害、水灾、疾病、流行病或大流行病的爆发或升级，宣布国家、国际或区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共骚乱、政治不稳定或敌对行动的威胁和升级、战争（无论是宣战的还是未宣战的）、恐怖主义、火灾、暴乱、叛乱、内乱、疫情或瘟疫、暴乱、罢工、停工、其他工业行动、供电或其他供应的全面中断、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何汇款系统故障、禁运、劳资纠纷以及任何现有或未来法律、条例、法规或任何现有或未来的政府活动的变更等，则公司、独家保荐人—整体协调人、独家保荐人及其各自的附属人士、子公司、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表均不对其无法履行或迟延履行其在本协议项下义务的任何行为承担责任。

## 5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者为其自身及为代表其全资附属公司（倘相关股份将由全资附属公司持有）同意并向公司、独家保荐人—整体协调人及独家保荐人承诺和保证，在未获公司、独家保荐人—整体协调人及独家保荐人事先书面同意前，其不会，并将促使其附属人士不得于上市日期起（包括该日）至上市日期后六(6)个月之日（包括该日）止期间（“**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持有任何相关股份的任何公司或实体的任何权益；(ii)允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)订立与任何上述交易直接或间接具有相同经济影响的任何交易或(iv)同意或签订合同，或公开宣布有意进行第(i)、(ii)和(iii)项所述的任何交易。

5.2 在满足以下条件时，第 5.1 条所载任何规定均不会限制投资者在禁售期内向投资者的任何全资附属公司转让全部或部分相关股份：

- (a) 在有关转让之前，该全资附属公司以令公司、独家保荐人—整体协调人及独家保荐人满意的条件向其并代表其利益作出书面承诺同意受投资者被本协议项下的义务约束，且投资者承诺促使该全资附属公司受投资者被本协议下的义务所约束，包括本第 5 条对投资者施加的义务及限制，如同该全资附属公司本身须遵守该等义务及限制；
- (b) 该全资附属公司被视为已作出本协议规定的相同承认、承诺、确认、声明及保证；
- (c) 投资者及该全资附属公司被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；
- (d) 倘于禁售期到期前的任何时间，该全资附属公司不再或日后不再为投资者的全资附属公司，其应（及投资者须促使该附属公司应）立即（在任何情况下

均在停止为投资者的全资附属公司之前)向投资者或其另一家全资附属公司悉数及有效转让其持有的相关股份,并且该全资附属公司须以令公司、独家保荐人—整体协调人及独家保荐人满意的条件向其并代表其利益作出或投资者须促使其作出书面承诺,同意受投资者在本协议下的义务所约束,包括本第5条对投资者施加的限制,并作出本协议下的相同确认、声明及保证,如同该另一全资附属公司本身须遵守该等义务及限制,并共同及个别承担本协议规定的所有责任及义务;及

(e) 该全资附属公司(i)并非美国人士; (ii)位于美国境外; 及(iii)将依据证券法 S 规例在离岸交易中购买相关股份。

**5.3** 投资者同意及承诺,除非经公司、独家保荐人—整体协调人及独家保荐人事先书面同意,投资者及其联系人或紧密联系人于公司已发行股本总额中合共(直接及间接)持有的股份须少于公司全部已发行股本的10%(或就“主要股东”的定义而言,上市规则不时规定的其他百分比)。投资者同意,当发现投资者及其联系人或紧密联系人合共(直接及间接)持有的股份将达到或超过公司全部已发行股本的10%(或就主要股东的定义而言,上市规则不时规定的其他百分比,或联交所不时规定构成公众股东的其他百分比),则投资者会将该情况尽快通知公司及独家保荐人—整体协调人。

**5.4** 投资者同意,投资者于公司股本中所持股份乃基于自营投资,并将按公司、独家保荐人—整体协调人及/或独家保荐人的合理要求向其提供合理证据,以证明其乃基于自营投资而持有公司股本。投资者不得,且须促使其控股股东、联系人及实益拥有人不会于簿记建档过程中申请或认购全球发售中的股份(投资者股份除外)或在香港公开发售中申请认购股份。

**5.5** 投资者及其联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、高级职员、雇员或代理订立任何与上市规则(包括联交所《新上市申请人指南》或中国香港监管机构发布的书面指引或指南)不符或与之相抵触的安排或协议(包括任何附函)。

## **6. 承认、声明、承诺及保证**

**6.1** 投资者(为其自身及利益及为其全资附属公司之利益(倘相关股份将由全资附属公司持有时))向公司、独家保荐人—整体协调人及独家保荐人声明、保证、承诺、承认、同意及确认:

(a) 公司、独家保荐人—整体协调人、独家保荐人及他们各自的联属人士、其或其联属人士的董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会(于任何特定期间或任何时间)进行或完成,或者就发售价将属于公共文件所列的指示范围发表任何声明及作出任何保证或承诺,

亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公共文件所列的指示范围向投资者承担任何责任；

- (b) 本协议、投资者及其最终控股股东的背景资料及本协议所涉及各方之间的关系及安排须按照上市规则及监管机构的要求于全球发售的公共文件及其他市场推广及路演材料中披露，而投资者及其最终控股股东的背景资料将在公共文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须向中国香港监管机关备案及就全球发售或以其他方式按照公司（清盘及杂项条文）条例及上市规则供展示；
- (c) 根据上市规则或在 FINI 上必须提交给联交所的有关投资者的信息将与公司、联交所、证监会和其他必要的香港监管机构共享，并将列入一份综合获配售人名单，该名单将在 FINI 上向独家保荐人—整体协调人披露；
- (d) 发售价通过公司与独家保荐人—整体协调人（为其本身及代表其他承销商）之间的定价协议，按照全球发售的条款及条件以排他性的方式自行厘定，投资者无权就此提出任何异议；
- (e) 投资者将通过独家保荐人—整体协调人及 / 或其附属人士（以国际发售的国际承销商的国际代表的身份）认购投资者股份；
- (f) 投资者将根据组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
- (g) 各投资者并非公司的附属公司或其控股股东或代表该附属公司行事的人士；
- (h) 投资者股份数目可能会受根据上市规则第 18 项应用指引、联交所《新上市申请人指南》在国际发售与香港公开发售之间进行的股份重新分配或联交所不时批准、适用于公司的其他分配比例所影响；于订立本协议日期或前后或于本协议日期后但于国际发售结束前的任何时间，公司、独家保荐人—整体协调人及 / 或独家保荐人与一名或以上其他投资者就类似投资已订立或可能及 / 或建议订立协议，作为国际发售的一部分；公司、独家保荐人—整体协调人、独家保荐人、上述人士的任何附属公司、代理人、董事、雇员、附属公司或任何参与全球发售的其他人士对收购或交易投资者股份产生的任何税务、法律、汇率或其他经济或其他后果均不承担任何责任；
- (i) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或为美国人士的缘故或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中，或在任何其他司法辖区进行者或根据任何其他适用法律的豁免情况或

在不受任何其他适用法律的规限的交易中在任何其他司法辖区或为任何人士之利益进行者则作别论；

- (j) 其理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (k) 其明白，公司、独家保荐人—整体协调人、独家保荐人或国际发售的任何一名国际承销商并未有就投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (l) 除第 5.2 条规定者外，倘任何投资者股份由附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (m) 其已收到（及可能日后收到）与投资者投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且：
  - (i) 在该等信息因非投资者或其任何授权接收人的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则，仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、其或其联属人士的附属公司、董事、高级职员、雇员、顾问及代表（“**授权接收人**”）披露；
  - (ii) 其将尽全力确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；
  - 及(iii) 其不会并将确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信息）不会以可能会导致违反美国、中国香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何内幕交易规定）的方式直接或间接购买、出售或买卖或交易公司或其联属人士或联系人的股份或其他证券或衍生工具；
- (n) 按保密基准提供予投资者及 / 或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已按保密基准提供（无论以书面还是口头形式）予投资者及 / 或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：
  - (i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供予投资者及 / 或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）

予投资者及 / 或其代表的材料中并无任何内容应构成任何合同或承诺的基准；

- (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料作出或收取任何认购、收购或购买任何股份或其他证券的要约或邀请；及
- (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能进一步作出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；
- (o) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约；
- (p) 投资者、其附属人士以及代表投资者及其附属人士行事的任何人士，并未实施或将不实施关于股份的任何直接销售（定义见 S 规例）；
- (q) 其已获得其认为对评估收购投资者股份的利弊及风险必要或有利的的所有合理资料，并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜，咨询公司、独家保荐人—整体协调人或独家保荐人并获得答复，且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有合理文件及资料；
- (r) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的资料，而非任何其他可能已由公司、独家保荐人—整体协调人及 / 或独家保荐人或其代表（包括其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）提供予投资者的任何其他资料，公司、独家保荐人—整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概不就国际发售通函未包含的任何该等资料或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、独家保荐人—整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士目前不会且将来亦不会因投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等资料或材料，或其他在国际发售通函中未包含的任何资料而产生的后果负上任何责任；
- (s) 独家保荐人—整体协调人、独家保荐人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相

关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终国际发售通函另有规定外，公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；

- (t) 投资者将遵守本协议、上市规则及任何关于其处置任何相关股份、（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (u) 其已自行对公司及投资者股份以及本协议既定的投资者股份认购条款进行核查，并自行取得其认为必需或适当的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），或另就投资者股份之投资相关（包括税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或独家保荐人—整体协调人、独家保荐人或有关全球发售的任何承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人—整体协调人、独家保荐人或其各自的联系人、联属人士、董事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (v) 明确现时并无投资者股份的公开市场，而公司、独家保荐人—整体协调人及独家保荐人、亦不保证投资者股份将拥有公开市场；
- (w) 任何股份买卖均须遵守适用法律法规（包括证券及期货条例、上市规则、证券法及任何其他适用法律法规或任何主管证券交易所的相关规则对股份交易的限制）；
- (x) 在全球发售基于任何理由而延迟或不能完成的情况下，公司、独家保荐人—整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或其附属公司所需承担的责任；
- (y) 在签订本协议之时或前后，或在此后但在国际发售交割之前的任何时间，作为国际发售一部分，公司已或将与一个或多个其他投资者签订与本协议类似的投资协议；
- (z) 公司及独家保荐人—整体协调人将有全权酌情权，决定变更或调整(i)根据全球发售将发行的股份数目；及(ii)根据香港公开发售及国际发售分别将予发行的股份数目；

- (aa) 投资者已同意根据第 4.2 条于上市日期或该等其他协定日期支付投资总额及相关经济佣金及征费；
- (bb) 任何就相关股份做出的任何发售、出售、质押或其他转让将不被公司承认（但遵守本协议限制的除外）；及
- (cc) 公司及独家保荐人—整体协调人可为满足上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超近 50%，自行决定调整投资者股份数量的分配。

6.2 投资者向公司、独家保荐人—整体协调人及独家保荐人作出进一步声明、保证及承诺：

- (a) 其已正式注册成立，并依其注册成立地点的法律有效存续，且概无提交呈请、作出责令或通过其清算或清盘的有效决议案；
- (b) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；
- (c) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权）；
- (d) 本协议已获投资者正式授权、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (e) 其已采取且将于本协议的有效期限内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (f) 根据适用于投资者的任何相关法律且须经投资者通过认购本协议下的投资者股份所获的所有同意、批准、授权、许可及登记（“批准”）均已获准且完全有效，且未被无效、撤销、撤回或废止，该等批准概不受未实施或履行之任何先决条件所限。投资者进一步同意并承诺，如任何该等批准因任何原因不再完全有效或被作废、撤销、撤回或作废，投资者将立即书面通知公司、独家保荐人及独家保荐人—整体协调人；
- (g) 投资者签订及交付本协议以及各方履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反(i)投资者公司章程大纲或其他组成或章程文件；或(ii)投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购或收购（视情况而定）投资者股份的其他法律；

或(iii)任何对投资者具有约束力的协议或其他文书，或(iv)对投资者分别具有司法管辖权的任何政府机关的任何判决、命令或法令；

- (h) 其已且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按适用部门或机构或证券交易所（“**监管机构**”）的规定及时以直接或间接的方式通过公司、独家保荐人—整体协调人及 / 或独家保荐人向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机构或证券交易所提供或促使或促成他人提供有关资料（包括但不限于(i) 投资者股份的最终实益拥有人（如有）及 / 或发出有关收购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成立地点）；(ii) 本协议项下拟进行的交易（包括但不限于本协议项下的投资者股份认购的详情、投资者股份数目、总投资金额及禁售限制）；(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及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该交换安排或其他金融或投资产品的提供者）；及/或 (iv) 投资者及其实益拥有人及 / 或联系人与公司及其任何股东之间的任何关连关系）（统称“**投资者相关信息**”），并须在任何监管机构要求的时间内披露。投资者进一步授权公司、独家保荐人—整体协调人、独家保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表根据上市规则或适用法律的规定或任何相关监管机构的要求，向该等监管机构和/或在任何公开文件或其他公告或文件中披露任何与投资者相关信息；
- (i) 投资者在金融及商业事务方面拥有相关的知识及经验，因此，其(i)有能力评估对投资者股份进行投资将带来的益处及风险；(ii)有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii)已了解其认为对决定是否对投资者股份进行投资属必要或适用的所有资料；及(iv)在对处于类似发展阶段的公司的证券进行投资的交易方面拥有充足经验；
- (j) 其日常业务为买卖股票或债券或其为专业投资者，且通过订立本协议，其并未成为与本协议项下拟进行交易有关的任何独家保荐人—整体协调人或独家保荐人的客户；
- (k) 投资者是一家专业投资者（定义见证券及期货条例附表 1 第 1 部分及其下附属法例）（“**专业投资者**”），且其已阅读并理解本协议附表 3 中所述专业投资者认定通知（“**专业投资者认定通知**”）且确认并同意专业投资者认定通知中涉及其购买本协议项下投资者股份之内容。就专业投资者认定通知而言，该通知中提及的“阁下”及“阁下的”应指和 / 或有效提及的投资者及关于投资者，该通知中提及的“我们”及“我们的”应指和 / 或有效提及的独家保荐人—整体协调人或其各自的联属人士；
- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份，且投资者无权指定任何人士担任公司董事、监事或高级人员；

- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（定义见证券法 S 规例）中进行，且其并非美籍人士；
- (n) 投资者将于豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会构成关连交易或导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议，且于紧随本协议完成后将独立于公司任何关连人士，并不会与该等人士就公司的控制事宜一致行动（定义见证监会发布的公司收购、合并及股份回购守则）的任何其他一方或各方之间存在何种关系；(iii)具有履行本协议项下所有义务的财务能力；(iv)并无直接或间接接受（a）公司任何核心关连人士（定义见上市规则）或（b）公司、公司或其子公司的任何董事、行政主管、现有股东或他们各自的任何联系人（定义见上市规则）的资助、捐助或支持，且并无惯常接受亦未接受任何有关上述人士关于收购、出售、投票表决或以其他方式处置公司证券的任何指示；(v)不属于上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何类别中人士；及(vi)除非另以书面方式向公司、独家保荐人及独家保荐人—整体协调人披露外，与公司及其任何股东之间并无任何关连关系；
- (p) 各投资者、其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人并非全球发售的任何独家保荐人—整体协调人、独家保荐人、账簿管理人、牵头经办人及承销商以及独家保荐人—整体协调人、除保荐人—整体协调人之外的银团成员或任何承销商的“关连客户”。“关连客户”、“保荐人—整体协调人”、“除保荐人—整体协调人之外的银团成员”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (q) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；
- (r) 投资者及其联系人均非公司或其联系人的董事（包括于之前 12 个月内担任董事）、监事或现任股东或上述任何人士的代名人；
- (s) 除先前已通知中信里昂證券外，投资者或其实益拥有人均不属于(i)联交所 FINI 获配售人名单模板所列或 FINI 有关获配售人界面要求披露的任何获配

售人类别（“基石投资者”除外）；或(ii)上市规则第 12.08A 条要求在公司配股结果公告中指定的任何获配售人类别；

- (t) 投资者并未且不会与任何“承销商”（定义见证券法 S 规例）就分销股份订立任何合约安排，惟与其附属人士所订立者或经公司事先书面同意者除外；
- (u) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）以及联交所《新上市申请人指南》的规定进行；
- (v) 投资者及其实益拥有人及 / 或联系人概无以公司任何关连人士、独家保荐人—整体协调人、独家保荐人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均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，且与该等人士并无关联；
- (w) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；
- (x) 除先前以书面形式向公司、独家保荐人—整体协调人及独家保荐人披露外，投资者、其实益拥有人及 / 或联系人并未订立且不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品的安排；
- (y) 投资者未获得且未计划获得贷款或其他形式的融资以履行其在本协议项下的支付义务；
- (z) 除根据本协议外，投资者或其任何紧密联系人未曾也不会就全球发售项下的任何股份通过簿记建档程序申请或下达订单；及
- (aa) 投资者及其紧密联系人（直接或间接）合计持有的公司全部已发行股本不得导致公司的公众持股量（具有上市规则中规定的含义）降至低于上市规则要求或联交所另行批准的比例。

6.3 投资者向公司、独家保荐人—整体协调人及独家保荐人声明及保证，本协议所载的以及向监管机构及/或公司、独家保荐人—整体协调人及独家保荐人及其各自的关连方提供的，有关其本身及其为成员公司的集团的详情及所有投资者相关信息在所有方面均属真实、完整及准确，且无误导成分。

在不影响第 6.1(b) 条规定的情况下，投资者不可撤回地同意，倘公司、独家保荐人—整体协调人及独家保荐人全权认为有必要，则于公开文件、市场推广及路演材料以及公司、独家保荐人—整体协调人及 / 或独家保荐人可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表 2 所载详情）。投

投资者承诺会尽快提供有关其本身、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人—整体协调人及 / 或独家保荐人可能合理要求的其他事项的其他资料及 / 或支持文件，以确保其符合适用法律及 / 或公司或证券登记及 / 或联交所、证监会及中国证监会等主管监管机构的要求。投资者谨此同意，经审阅将载入公开文件草稿及不时提供予投资者的其他有关全球发售的市场推广材料以及投资者可能合理要求作出修订（如有）的有关其本身及其为成员公司的集团的详情后，投资者应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

- 6.4 投资者明白，第 6.1 及 6.2 条所载的声明及确认乃按中国香港法例及美国证券法等的规定作出。投资者承认，公司、独家保荐人—整体协调人、独家保荐人、承销商及彼等各自的附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再真实、准确及完整或具误导成分，其将立即书面通知公司、独家保荐人—整体协调人及独家保荐人。
- 6.5 投资者同意及承诺，投资者会在接获要求时就可能因投资者股份的认购、投资者股份或本协议有关的原因（包括因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）而对公司、独家保荐人—整体协调人、独家保荐人及全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿保证方**”）造成的任何及全部损失、成本、开支、索赔要求、法律行动、责任、法律程序或损害，及任何获弥偿保证方可能因上述行为、或出于上述行为、或与上述行为有关，而对任何此类索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿保证方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。
- 6.6 [保留编号]
- 6.7 投资者根据第 6.1、6.2、6.3、6.4 及 6.5（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期重复作出。
- 6.8 公司向投资者、独家保荐人—整体协调人和独家保荐人声明、保证及承诺：
- (a) 其已正式注册成立，并依据中华人民共和国法律有效存续；
  - (b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并就此采取一切所需行动；

- (c) 在根据第 5.1 条需支付款项及受禁售期所限的前提下，投资者股份在根据第 4.4 条交付予投资者时，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的股份享有同等地位；
- (d) 公司、公司的控股股东（具有上市规则中规定的含义）、集团任何成员公司及彼等各自的联属人士、董事、高级职员、雇员及代理概无与任何投资者或其联属人士、董事、高级职员、雇员或代理订立任何协议或安排，包括与上市规则（包括联交所《新上市申请人指南》）不符的补充协议；及
- (e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、高级职员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

6.9 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投资者就国际发售通函与其他购买国际发售中的股份的投资者拥有同等权利。

## 7. 终止

7.1 本协议可于下列情况下予以终止：

- (a) 根据第 3.2 条或第 4.6 条的规定终止；
- (b) 如果投资者（或根据第 5.2 条转让投资者股份的情况下，投资者的全资子公司）在国际发售结束时或之前，或如适用，在延迟交付日期或之前，严重违反本协议（包括严重违反投资者于本协议下所作任何声明、保证、承诺及确认）（不论存在任何与本协议相反的条款），公司或独家保荐人—整体协调人及独家保荐人可单独全权酌情终止；或
- (c) 在获得各方的书面同意的情况下终止。

7.2 在本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方的所有权利及责任（除下文所载第 10 条项下的权利外）应终止，在不损害任何一方对其他各方在该终止或之前的有关条款的既有权利或责任的情况下亦不得向任何其他各方提出任何申索，但本协议第 8 条至第 12 条在本协议终止后继续有效。

7.3 投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

## 8. 公布及保密

- 8.1 除本协议另有规定者外，未经其他各方事先书面同意，任何一方不得披露任何有关本协议或根据本协议拟进行的交易或涉及公司、独家保荐人—整体协调人、独家保荐人及投资者的任何其他安排的资料。虽有上述规定，但任何一方可向以下各方披露本协议：
- (a) 向联交所、证监会、中国证监会及 / 或规管公司、独家保荐人—整体协调人及 / 或独家保荐人的其他监管机构披露，而投资者的背景资料以及公司与投资者的关系可于公司将予刊发的公共文件以及公司、独家保荐人—整体协调人及 / 或独家保荐人因全球发售而将予刊发的市场推广、路演材料及其他公告内载述；
  - (b) 按应知方知原则向各方的法律及财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理披露，前提是有关方应(i)促使其上述法律、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉及遵守本协议所载的所有保密义务；及(ii)对其上述法律、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反任何有关保密义务负责任；及
  - (c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）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同呈交中国香港公司注册处登记，以供展示）的规定或任何政府主管机关具有约束力的判决、命令或规定可能须予披露的其他情况。
- 8.2 投资者不得就本协议或本协议任何附属事项作出其他提述或披露，惟投资者已就有关披露的原则、形式及内容预先咨询公司、独家保荐人—整体协调人及独家保荐人以征求彼等的事先书面同意者则除外。
- 8.3 公司须适当努力提供与本协议相关的任何公共文件中的任何声明、公司与投资者的关系以及有关投资者的一般背景资料，以于其刊发之前供投资者审阅。投资者应与公司、独家保荐人—整体协调人及独家保荐人合作，确保有关公共文件内的全部提述均属真实、完整、准确且无误导成分，且公共文件内不会遗漏相关重大资料，并应及时向公司、独家保荐人—整体协调人及独家保荐人以及彼等各自的法律顾问提供任何意见及鉴定书。
- 8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供一切合理协助（包括提供与投资者、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人—整体协调人或独家保荐人可合理要求的本协议提及的其他有关事项有关的进一步资料及 / 或相关支持文件），以(i)于本协议日期后在公共文件中更新投资者的详情，

并核实有关提述；及(ii)使公司符合适用的公司或证券登记规定及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

9.1 根据本协议发出的所有通知须采用英文或中文的书面形式，并须按第 9.2 条规定的方式送至下列地址：

如致公司，至：

地址：中国天津滨海高新区华苑产业区梓苑路 15 号  
邮箱：mjy9999@mokingran.com  
收件人：王忠善

如致投资者，至：

地址：香港湾仔港湾道 26 号华润大厦 2609 室  
邮箱：1937055902@qq.com  
收件人：肖薛薛

如致中信證券香港，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

如致中信里昂證券，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

9.2 任何根据本协议送呈的通知须由专人送递或以电子邮件发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以电子邮件送达则在正式发送后（记录在发件人发送电子邮件的设备上，无论该电子邮件是否被确认，除非发件人收到自动发送的电子邮件未送达的消息），以及倘以预付邮资的邮件寄送（缺乏提早收取证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

## 10. 一般事项

10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司要求提供进行全球发售

所需的同意书、批准及授权，否则有关各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意书、批准或授权，且各方进一步确认其可履行本协议所载义务。

- 10.2 除明显错误外，公司与独家保荐人—整体协调人真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 投资者、公司、独家保荐人—整体协调人及独家保荐人应就本协议所需或可能所需或与之关连的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.4 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方及其代表签署者除外。为避免疑义，本协议的任何改动或更改无需事先通知非本协议一方的任何主体或获得非本协议一方的任何主体的同意。
- 10.5 本协议将仅以中文订立。
- 10.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担除外。
- 10.7 时间成为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过书面协议予以延长。
- 10.8 本协议的所有条文只要能够予以履行或遵守，即使在投资者根据第 4 条完成购买后，亦继续保持十足效力及作用，惟已履行的事项及其经各方书面同意后予以终止或豁免者除外。
- 10.9 除投资者签订的保密协议（如有）外，本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代各方之间所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 10.10 除非本第 10.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
  - (a) 获弥偿保证方可按犹如彼等为本协议的一方的方式执行及依赖本协议第 6.5 条。
  - (b) 本协议可无需经第 10.10(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。

- 10.11 独家保荐人—整体协调人及独家保荐人均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款转让所有或任何其相关权利、职责、权力及酌情决定权予其任何一家或多家附属公司。无论任何有关权力转授，相关独家保荐人—整体协调人或独家保荐人均应根据本条款对其转让相关权利、职责、权力及 / 或酌情决定权的任何附属公司的所有行为及过失承担责任。
- 10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
  - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，一切利益拨归他们所有。并且，概无其他人士可购买或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.15 假如投资者于上市日期延迟交付日期（若适用）或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人—整体协调人及独家保荐人亦有权终止本协议，而各方的所有义务应予终止，但不损害所有就其他各方蒙受的全部损失及损害而针对投资者提出索赔要求的权利。
- 10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

## **11. 规管法律及司法管辖权**

- 11.1 本协议及各订约方之间的关系受中国香港法例规管并据此予以诠释。

- 11.2 因本协议而产生或与之有关的或因违反、终止本协议及本协议失效而产生的或与之有关的任何纠纷、争议或索赔（“**纠纷**”），应根据递交仲裁申请之日有效的中国香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地应为中国香港。应有三名仲裁员且仲裁程序中的语言应为英语。仲裁庭的决议及判决为最终决定，对各方具有约束力，可于任何具有司法管辖权的法院作出及执行，且只要可以放弃向任何司法机构申请任何形式的上诉、审查或追索的任何及所有权利，各方应不可撤销及无条件地放弃该等权利。

尽管有以上规定，但在仲裁庭被指定前，各方有权向有管辖权的法院寻求临时禁令性救济或其他临时救济。在不影响根据国家法院司法管辖权可能提供的临时救济的情况下，仲裁庭可全权授予临时救济或命令各方要求法院修改或撤销由其提出的临时或初步救济，并就任何一方未能尊重仲裁庭就此而作出的命令判定赔偿。

## **12. 豁免权**

- 12.1 在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可能为自身或其资产、物业或收入提出免受（以主权或皇室身份或其他方式为由）任何法律诉讼、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、任何法院所辖司法管辖区抵销或反诉送达法律程序文件、扣押或协助执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决），或因给予任何救济，或执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决）而免受其他法律诉讼、诉讼或法律程序的情况下，或在任何上述司法管辖区中上述的豁免权可归因于其本身或其资产、物业或收入（无论是否提出豁免权）的情况下，投资者在此不可撤回地及无条件地放弃及同意不会请求或提出与任何该等法律程序有关的任何豁免权。

## **13. [保留编号]**

## **14. 副本**

- 14.1 本协议可签立为多份副本，且各方须于每份副本上签署。各副本等同于原件，但所有副本一并构成一份且属同一份文件。通过电子邮件附件(PDF)或传真印件送交本协议签署副本的签字页应为有效的送达方式。

本协议各方已由其各自的正式授权代表在文首载明日期签署本协议，**特此为证。**

签字页

公司

由 王忠善 )

代表 )

梦金园黄金珠宝集团股份有限公司 )

在以下人士的见证下: )

签署 )

见证人姓名: )

张新 )

王忠善





签字页

独家保荐人

由 Rebecca Wong )  
代表 )  
中信證券（香港）有限公司 )  
在以下人士的见证下： )  
)  
)  
签署 Wang Suyi )  
)  
见证人姓名：Wang Suyi )  
)



签字页

独家保荐人 - 整体协调人及独家全球协调人

由 Rebecca Wong )

代表 )

中信里昂證券有限公司 )

在以下人士的见证下: )

签署 *Wuy Xuy* )

见证人姓名: *Zhang Yuxiang* )



## 附表 1 投资者股份

### 投资者股份数目

投资者股份数目应等于(1)相当于 3,998 万人民币的港元金额（按招股书所报港元兑人民币的收盘价计算，并且包括与投资者认购股份相关的全部税费、经纪佣金及交易征费）除以(2)发售价，向下约整至最接近每手 200 股 H 股份的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予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股份的重新分配影响。倘香港公开发售对股份的总需求跌至公司最终招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。

此外，独家保荐人—整体协调人及公司可为满足上市规则第 8.08(3)及新上市申请人指南第 4.14 章的规定，即上市时由公众人士持有的证券中，由(i)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；或(iii)上市规则附录 F1 所载的配售指引自行决定调整投资者股份数量的分配。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点	: 中国香港
商业登记号码	: 76981660
主要业务	: 投资控股
最终控股股东名称	: 天津金亿泰商业管理有限公司
最终控股股东注册成立地点	: 中国
最终控股股东公司统一社会信用代码	: 91120116MADKXMD28F
最终控股股东主营业务	: 商业管理及企业管理咨询
最终控股股东的股东名称及持有的权益比例	: 天津金亿泰商业管理有限公司由孫海峰、侯彬、江西滙豐珠寶首飾有限公司、蔡國霖及張素珍分別間接擁有 62.50%、16.67%、8.23%、4.17%及 8.33%
招股书里关于投资者的披露	: <b>Bright Ambition</b> 为一间于香港注册成立的有限公司，其主要业务为投资控股。 <b>Bright Ambition</b> 的实益拥有人包括公司的省级代理及／或加盟商以及该等省级代理及／或加盟商的家族成员。于往绩记录期间， <b>Bright Ambition</b> 的实益拥有人及彼等所控制的实体或其各自的家族成员于截至 2021 年、2022 年及 2023 年 12 月 31 日止年度以及截至 2024 年 6 月 30 日止六个月之收益贡献总额分别为人民币 1,123.1 百万元、人民币 1,133.8 百万元、人民币 1,361.8 百万元及人民币 456.6 百万元。  孙海峰（加盟商的家属） — 间接持有 <b>Bright Ambition</b> 62.50%的股权。 中一名。

侯彬（加盟商）

— 间接持有 Bright Ambition 16.67%的股权。

江西汇丰珠宝首饰有限公司

— 间接持有 Bright Ambition 8.33%的股权。

— 由邓菊顺持有 50%及由邓平持有 50%。

邓菊顺为省级代理的最终实益拥有人。邓平为邓菊顺家属及经营一家加盟店。

蔡国霖（加盟商）

— 间接持有 Bright Ambition 4.17%的股权。

张素珍（加盟商的家属）

— 间接持有 Bright Ambition 8.33%的股权。

相关投资者类别（须包括在联交所的 FINI 配售人名单模板中或须由 FINI 界面就配售人披露）： 基石投资者

## 附表 3

### 专业投资者认定通知

#### A 部分—如果阁下是一家机构投资者：

1. 由于阁下属于证券及期货条例附表 1 第 1 部分第 1 条“专业投资者”定义之(a)款至(i)款所述以及证券及期货条例下的任何附属法例定义之人士的范畴（“**机构专业投资者**”），因此阁下是一家专业投资者。
2. 由于阁下属于机构专业投资者，则独家保荐人—整体协调人自动豁免遵守《证监会持牌人或注册人操守准则》（“**操守准则**”）的若干规定，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
  - 2.1 关于客户的信息
    - (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人—整体协调人正提供有关公司财务工作的建议；
    - (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
    - (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；
  - 2.2 客户协议
    - (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；
  - 2.3 为客户提供的信息
    - (i) 就本协议项下拟议交易向阁下披露有关信息；
    - (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
    - (iii) 在为阁下进行交易后立即确认交易的基本特征；

- (iv) 向阁下提供有关纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进纳斯达克-美国证交所行 NASDAQ - Amex 试点计划允许交易之证券的交易。

#### 2.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 A 部分第 2.4(i)款中所述授权，并每年予以确认。

#### 2.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人—整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。
3. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第 571Q 章）规定要求提供的任何成交单据、账户结单及收据。
  4. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

### **B 部分—如果阁下是一家公司投资者：**

1. 由于阁下属于证券及期货（专业投资者）规则（“**专业投资者规则**”）（中国香港法例第 571D 章）第 3(a)、(c)和(d)条所述人士之范畴，因此阁下是一家专业投资者（“**公司专业投资者**”）。

下列人士为专业投资者规则第 3(a)、(c)和(d)条规定的公司专业投资者：

- (i) 基于信托而获委托担任受托人的任何信托法团，于相关日期之总资产不低于 4000 万港元或其等价外币或：
  - (A) 载于编制的最近期经审计的财务报表：
    - (I) 涉及信托法团；及
    - (II) 在相关日期之前的 16 个月内；
  - (B) 通过提及一个或多个经审计的财务报表确定，每个财务报表均为编制的最近期经审计的财务报表：
    - (I) 涉及信托或任一信托；及

- (II) 在相关日期之前的 16 个月内；或
    - (C) 通过提及向信托法团签发的一个或多个保管人声明确定：
      - (I) 涉及信托或任一信托；及
      - (II) 在相关日期之前的 12 个月内；
  - (ii) 拥有下列各项之任何法团或合伙：
    - (A) 不低于 8 百万港元或其等价外币的投资组合；或
    - (B) 于相关日期或通过提及下列各项确定之不低于 4 千万港元或其等价外币的总资产；
    - (C) 编制的最近期经审计的财务报表：
      - (I) 涉及法团或合伙（视情况而定）；及
      - (II) 在相关日期之前的 16 个月内；
    - (D) 在相关日期之前的 12 个月内向法团或合伙（视情况而定）签发的一个或多个保管人声明；及
  - (iii) 于相关日期其唯一从业务为投资控股的任何法团及于相关日期由下列一个或多个人士全资控股的任何法团：
    - (A) 属于(i)款所述范畴的信托法团；
    - (B) 单独或与联合账户中其任何联系人共同属于专业投资者规则第 3(b)条所述范畴的个人；
    - (C) 属于(ii)款所述范畴的法团；
    - (D) 属于(ii)款所述范畴的合伙。
2. 独家保荐人—整体协调人已按照操守准则第 15.3A 款将阁下评定为关于所有投资产品和市场的公司专业投资者。
3. 阁下同意被认定为公司专业投资者，理解同意被认定为公司专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
- 3.1 关于客户的信息
- (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人—整体协调人正提供有关公司财务工作的建议；

- (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
- (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；

### 3.2 客户协议

- (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；

### 3.3 为客户提供的信息

- (i) 就本协议项下拟议交易向阁下披露有关信息；
- (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
- (iii) 在为阁下进行交易后立即确认交易的基本特征；
- (iv) 向阁下提供纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所 NASDAQ - Amex 试点计划允许交易之证券的交易。

### 3.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 B 部分第 3.4(i)款中所述授权，并每年予以确认。

### 3.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人—整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。

- 4. 阁下有权随时以书面通知独家保荐人—整体协调人的方式退出关于所有或任何投资产品或市场的公司专业投资者之认定。

5. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。
6. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

### C 部分—如果阁下是个人投资者：

1. 由于阁下属于专业投资者规则第3(b)条所述人士之范畴，因此，阁下是一位专业投资者（“个人专业投资者”）。

下列人士为专业投资者规则第3(b)条规定的个人专业投资者：

- (i) 任何个人，单独或与联合账户中任何联系人共同，于相关日期持有不低于800万港元或其等价外币的投资组合或：
  - (A) 载于该个人的审计师或注册会计师于相关日期前12个月内签发的证明书内；或
  - (B) 通过提及于相关日期前12个月内向该个人签发的（单独或与联系人共同）一个或多个保管人声明确定。
2. 阁下同意在所有投资产品 and 市场方面被认定为个人专业投资者，理解同意被认定为个人专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
  - (i) 向阁下告知他们的业务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
  - (ii) 在为阁下进行交易后立即确认交易的基本特征；
  - (iii) 向阁下提供纳斯达克-美国证交所NASDAQ-Amex试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所NASDAQ-Amex试点计划允许交易之证券的交易。
3. 阁下有权随时以书面通知独家保荐人—整体协调人的方式退出关于所有或任何投资产品或市场的个人专业投资者之认定。
4. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。

5. 如果独家保荐人—整体协调人征求向阁下出售或推荐任何金融产品，该金融产品考虑到阁下的财务状况、投资经验和投资目标的情况下必须对阁下是合理适当的。本协议的其他条款或独家保荐人—整体协调人可能会要求阁下签署的任何其他文件以及独家保荐人—整体协调人可能要求阁下作出的声明，均不会背离本附表 C 部分中本第 5 款的规定。
  
6. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

梦金园黄金珠宝集团股份有限公司

**Swift Grace (Hong Kong) Limited**

中信證券（香港）有限公司

中信里昂證券有限公司

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基石投资协议

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本基石投资协议（“本协议”）由以下各方于 2024 年 11 月 19 日订立

- (1) **梦金园黄金珠宝集团股份有限公司**，一家于中华人民共和国注册成立的股份有限公司（统一社会信用代码：9112000074242585X1），其注册地址为中国天津滨海高新区华苑产业区梓苑路 15 号（“公司”，连同其子公司统称为“集团”）；
- (2) **Swift Grace (Hong Kong) Limited**，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其商业登记编号为 76980656，其注册办事处位于香港湾仔港湾道 26 号华润大厦 2609 室（“投资者”）；
- (3) **中信證券（香港）有限公司**，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国香港从事证券及期货条例（定义见下文）规定的第 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（CE No. AAK249）（“**中信證券香港**”或“**独家保荐人**”）；及
- (4) **中信里昂證券有限公司**，一家根据中华人民共和国香港特别行政区法律注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场第 1 期 18 楼，为获证监会（定义见下文）发牌的持牌法团，在中国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 7 类（提供自动化交易服务受规管活动）（CE No. AAB893）（“**中信里昂證券**”、“**独家保荐人—整体协调人**”或“**独家全球协调人**”）。

鉴于：

- (A) 公司已申请通过全球发售（“**全球发售**”）方式将其股本于联交所（定义见下文）上市，包括：
  - (i) 公开发售，公司提呈 4,395,800 股股份（定义见下文）供中国香港公众人士认购（“**香港公开发售**”）；及
  - (ii) 依据证券法（定义见下文）下的 S 规例（定义见下文）于美国境外向投资者（包括向中国香港的专业及机构投资者进行配售）有条件配售 39,561,000 股股份（“**国际发售**”）。
- (B) 中信證券香港担任独家保荐人及中信里昂證券作为全球发售的独家保荐人—整体协调人及独家全球协调人。
- (C) 投资者有意根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

(D) 作为公司、投资者、独家保荐人及独家保荐人—整体协调人同意受本协议条款约束之对价。

订约各方谨此同意以下各项：

## 1. 释义及诠释

1.1 于本协议（包括其附表）内，下列各字词具有以下涵义：

“**联属人士**”就具体人士或实体而言，除非上下文另有规定，指通过一个或多个中间人直接或间接控制、受控于特定人士或实体或与其处于共同控制下的任何人士或实体。就该定义而言，“控制”（包括“控制中”、“受控于”及“处于共同控制下”）指直接或间接拥有指示或安排某个人士的管理及政策的权力，无论通过拥有具表决权的证券、以合约或以其他方式；

“**会计及财务汇报局**”指会计及财务汇报局；

“**投资总额**”指发售价乘以投资者股份数目所得金额；

“**批准**”具有第 6.2(f)条赋予该词的涵义；

“**联系人 / 紧密联系人**”具有上市规则赋予该词的涵义，且“**各联系人/各紧密联系人**”应作相应解释；

“**授权接收人**”具有第 6.1(m)条赋予该词的涵义；

“**经纪佣金**”指按照上市规则费用规则第 7(1)段规定，按投资总额的 1%计算的经纪佣金；

“**营业日**”指中国香港持牌银行一般开放作正常银行业务运作及联交所开放进行证券买卖业务的任何日子，不包括星期六及星期日及中国香港公众假期；

“**中央结算系统**”指由香港中央结算有限公司设立及营运的中央结算及交收系统；

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**操守准则**”具有附表 3 赋予该词的涵义；

“**公司条例**”指中国香港法例第 622 章公司条例，经不时修订、补充或以其他方式修改；

“**公司（清盘及杂项条文）条例**”指中国香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订、补充或以其他方式修改；

“**关连人士 / 核心关连人士**”具有上市规则赋予该词的涵义，且“**各关连人士 / 各核心关连人士**”应作相应解释；

“**合约（第三者权利）条例**”指中国香港法例第 623 章合约（第三者权利）条例，经不时修订、补充或以其他方式修改；

“**控股股东**”，除非上下文另有规定，应具有上市规则赋予该词的涵义，且“**各控股股东**”应作相应解释；

“**公司专业投资者**”具有附表 3 赋予该词的涵义；

“**中国证监会**”指中国证券监督管理委员会；

“**延迟交付日期**”指在香港公开发售和国际发售的承销协议均已签订并已成为无条件协议且尚未终止的前提下，独家保荐人—整体协调人应依据第 4.3 条通知投资者的较迟日期；

“**处置**”就任何相关股份而言包括直接或间接；

- (i) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置在相关股份中的、或在可兑换为或可行使或交换成相关股份的任何其他证券中的、或代表有关收取有关相关股份中的任何法律或实益权益（包括设立或任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利），或在该等权益上增设任何性质的第三方权利，或订约进行（不论直接或间接及不论有条例或无条件）；或
- (ii) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份或该等其他证券的任何经济后果或拥有权的附带事项或其中的任何权益；或
- (iii) 订立任何其他直接或间接与上文(i)及(ii)项所述任何前述交易具有相同经济影响的交易；或
- (iv) 同意或签署合同或公开宣布有意订立上文(i)、(ii)及(iii)项所述的任何前述交易，且在各种情况下，不论任何上文(i)、(ii)及(iii)项所述的前述交易是否通述交付相关股份或其他可兑换为或可行使或交换相关股份的证券、现金或以其他方式结算；并按此诠释“处置”；

“**纠纷**”具有第 11.2 条赋予该词的涵义；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有叙文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、委员会、团体、机关或机构或任何证券交易所、自我监管机构或其他非政府监管机构（包括但不限于联交所、证监会及中国证监会），或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司及（如文义要求），或按上下文需要，就公司成为其现有附属公司的控股公司之前的任何时期而言，该等附属公司视同相关时间为公司的附属公司；

“**港元**”指中国香港法定货币；

“**中国香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)项赋予该词的涵义；

“**获弥偿保证方**”具有第 6.5 条赋予该词的涵义，及“**获弥偿方**”指其中任何一方（按上下文所规定）；

“**个人专业投资者**”具有附表 3 赋予该词的涵义；

“**机构专业投资者**”具有附表 3 赋予该词的涵义；

“**国际发售**”具有叙文(A)项赋予该词的涵义；

“**国际发售通函**”指公司预期因国际发售而向有意投资者（包括投资者）刊发的最终发售通函；

“**投资者股份**”指投资者根据本协议条款及条件将于国际发售中认购的股份数目，按附表 1 计算并由公司及独家保荐人—整体协调人厘定；

“**法律**”指所有相关司法辖区的任何政府机关（包括联交所、证监会及中国证监会）的法律、法例、成文法、条例、规定、法规、指引、指南、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的 0.0027%或于上市日期的现行交易征费（作为证监会交易征费），投资总额的 0.00015%（作为会计及财务汇报局交易征费），及投资总额的 0.00565%或于上市日期的现行交易费（作为联交所交易费）；

“**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，以及联交所上市决定、指引、指南及其他规定，经不时修订、补充或以其他方式修改；

“禁售期”具有第 5.1 条赋予该词的涵义；

“发售价”指根据全球发售将予发行股份的每股最终港元价格（不包括经纪佣金及费用）；

“超额配股权”具有国际发售通函赋予该词的涵义；

“各方”指本协议所列的各方，而“一方”应指彼等其中一方（按上下文所规定）；

“中国”指中华人民共和国，仅就本协议而言，不包括中国香港、中国澳门特别行政区及中国台湾；

“初步发售通函”指公司预期因国际发售而向有意投资者（包括投资者）刊发的初步发售通函（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 部分赋予该词的涵义；

“专业投资者规则”具有附表 3 赋予该词的涵义；

“专业投资者认定通知”具有第 6.2(k)条赋予该词的涵义；

“招股书”指公司因香港公开发售而在中国香港刊发的最终招股书；

“公共文件”指国际发售的初步发售通函及国际发售通函，以及公司将就香港公开发售而在中国香港刊发的招股书，以及公司就全球发售而可能发出的其他文件及公布（分别经不时修订或补充）；

“S 规例”指《证券法》S 规例；

“监管机构”具有第 6.2(h)条赋予的涵义；

“相关股份”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而衍生自投资者股份的公司任何股份或其他证券或权益；

“证券法”指美国 1933 年证券法（经修订）及颁布的其各项规则及法规；

“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**”指中国香港法例第 571 章《证券及期货条例》，经不时修订、补充或以其他方式修改；

“**股份**”指公司根据全球发售将于中国香港发行的每股面值人民币 1.00 元的 H 股，将以港元认购及买卖并拟于联交所上市及交易；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚地区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

- (a) 所提述的“条款”、“分条”或“附表”乃指本协议的条款或分条或附表；
- (b) 索引、条款及附表标题仅供说明之用，并不影响本协议的构成或解释；
- (c) 附表为本协议的组成部分，如同本协议的正文所明订者具有相同效力及效果，而任何对本协议的提述均包括附表；
- (d) 单数词应包括复数，反之亦然。意指某一性别的词应包括另一性别；
- (e) 凡提及本协议或另一法律文书均包括它们其中一项的任何变更或取代文件；
- (f) 提述法规或法定条文时包括提述：
  - (i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规或条文；
  - (ii) 其重新颁布（不论是否修订）时被废除的任何法规或法定条文；及
  - (iii) 其项下作出的任何附属立法；
- (g) 除非另有指明，所提述的时间及日期分别为中国香港时间及日期；
- (h) 所提述的“人士”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；

- (i) 所提述的“包括”,“包含”及“其中包括”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于; 及
- (j) 所提述的任何非中国香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关中国香港法律词汇最相近的涵义。

## 2. 投资

2.1 待下文第 3 条提述之条件达成后(或被各方豁免, 但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条载列的条件不可豁免, 且第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免), 及在本协议其他条款及条件的规限下:

(a) 作为国际发售的一部分, 投资者将通过独家保荐人—整体协调人及 / 或其附属人士(以其作为国际发售相关部分的国际承销商的代表身份), 按发售价认购投资者股份, 且公司将发行、配发及配售且独家保荐人—整体协调人将分配及 / 或交付(视情况而定)或促使分配及 / 或交付(视情况而定)投资者股份予投资者; 及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额、经纪佣金及征费。

2.2 独家保荐人—整体协调人可以酌情自行决定全部或部分的投资者股份的交付应按照国家第 4.3 条的规定于延迟交付日期进行。

2.3 公司及独家保荐人—整体协调人(代表其自身及其他全球发售承销商)将以其协定的方式厘定发售价。投资者股份的准确数目将由公司及独家保荐人—整体协调人根据附表 1 最终厘定, 该厘定将为最终决定并对投资者具约束力(存在明显错误的情况除外)。

## 3. 交割条件

3.1 投资者根据本协议所述认购投资者股份的义务, 以及公司及独家保荐人—整体协调人根据第 2.1 条所述发行、配售、分配、配发及 / 或交付(视情况而定)或促使发行、配售、分配、配发及 / 或交付(视情况而定)投资者股份的义务仅于交割时或交割前, 下列条件已达成或获各方豁免(但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免, 第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免)时方可作实:

- (a) 香港公开发售的承销协议及国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方初定的豁免或修订条款），且前述所有承销协议并未终止；
- (b) 发售价已经由公司及独家保荐人—整体协调人（为其本身及代表其他全球发售的承销商）商定；
- (c) 联交所的上市委员会已批准股份（包括投资者股份以及其他适用的豁免及批准）上市及买卖，且有关批准、许可或豁免并无于股份于联交所开始买卖前撤回；
- (d) 任何政府机关并未制定或颁布任何法律，禁止全球发售或本协议拟进行的交易的完成，并且不应有具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易的完成；及
- (e) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面均准确、真实、完整及不具误导性，且投资者没有严重违反本协议。

3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十(180)天（或经公司、投资者、独家保荐人—整体协调人及独家保荐人可能书面协定的其他日期）或之前达成或前述各项条件仍未获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人—整体协调人及独家保荐人豁免），则投资者购买投资者股份的义务，以及公司及独家保荐人—整体协调人发行、配售、分配、配发及 / 或交付（视情况而定）或促致发行、配售、分配、配发及 / 或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方在商业操作上切实可行时（在任何情况下均不迟于本协议终止日起 30 日内）尽快不计利息退还予投资者，且本协议亦告终止及无效，而公司、独家保荐人—整体协调人及 / 或独家保荐人的所有义务与责任将告终止，惟根据本第 3.2 条，终止本协议不得损害任何一方于本协议终止时或之前就其中所载条款对其他各方的既有权利或责任。

为免生疑问，本条内容概不构成给予投资者更正投资者根据本协议到本条前述日期为止期间对各项陈述、保证、承诺、确认及承认的任何违反的权利。

3.3 投资者承认，概无保证将完成全球发售或全球发售不会被推迟或终止，倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，则公司、独家保荐人—整体协调人或独家保荐人概不对投资者承担任何责任。倘全球发售因故延迟、未进行或未于拟定日期及时间完成或根本无法完成，或发行价不在公开文件所载的指标范围内，投资者特此放弃对公司、独家保荐人—整体协调人及 / 或独家保荐人或其各自附属人士、子公司、高级职员、董事、监事、雇员、顾问、职员、联系人、合伙人、代理人或代表提出任何申索或采取任何行动的任何权利（如有）。

## 4. 交割

- 4.1 在第 3 条和本第 4 条的规限下，根据国际发售及作为其中部分，投资者将通过独家保荐人—整体协调人（及 / 或其附属人士）（作为国际发售有关部分的国际承销商的国际代表）以发行价购买投资者股份。因此，投资者股份将在国际发售交割时（或在延迟交付日期）同时以公司和独家保荐人—整体协调人商定的方式被购买。
- 4.2 投资者须将于上市日期前的营业日（或公司、独家保荐人—整体协调人和投资者书面同意的其他时间）以同日收款入帐的方式向独家保荐人—整体协调人在不迟于上市日期前足一(1)个营业日书面通知投资者的港元银行账户全数电汇投资总额，连同相关经纪佣金及征费，并通过即时可用的港元资净额，不得作出任何扣减或抵销。独家保荐人—整体协调人向投资者发出的有关通知将包括但不限于付款账户明细及投资者于本协议项下应付的款项总额。
- 4.3 如果独家保荐人—整体协调人自行酌情决定全部或部分投资者股份应在晚于上市日期的日期交付（“**延迟交付日期**”），独家保荐人—整体协调人应(i)不迟于上市日期前两(2)个营业日书面通知投资者将延迟交付的投资者股份的数量；及(ii)不迟于实际延迟交付日期前两(2)个营业日书面通知投资者延迟交付日期，但前提是延迟交付日期不得迟于可行使超额配股权的最后一日之后三(3)个营业日。独家保荐人—整体协调人的上述决定对投资者具有决定性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者应根据第 4.2 条的规定支付投资者股份的价款。
- 4.4 在按照第 4.2 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须将投资者股份直接存入中央结算系统中的中央结算系统投资者账户或中央结算系统股份账户，该等账户信息由投资者于上市日期（或根据第 4.3 条商定的延迟交付日期）之前两(2)个营业日前以书面形式告知独家保荐人—整体协调人。
- 4.5 在不影响第 4.3 条的情况下，投资者股份亦可以公司、独家保荐人—整体协调人、独家保荐人及投资者书面协定的任何其他方式进行交付，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。
- 4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人—整体协调人及独家保荐人各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人—整体协调人及独家保荐人各自的所有义务及责任将告结束及终止（惟不损害公司、独家保荐人—整体协调人及独家保荐人因投资者未能履行其于本协议下的义务而可能向其提出任何申索的权利）。在任何情况下，投资者须就各获弥偿方可能因投资者未能根据第 6.5 条悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失及损害赔偿承担全部责任，并就此向他们作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿保证。

4.7 倘公司、独家保荐人—整体协调人及独家保荐人因公司、独家保荐人—整体协调人和独家保荐人（视情况而定）无法控制的情形而导致无法履行或迟延履行其在本协议项下的义务，包括但不限于自然灾害、水灾、疾病、流行病或大流行病的爆发或升级，宣布国家、国际或区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共骚乱、政治不稳定或敌对行动的威胁和升级、战争（无论是宣战的还是未宣战的）、恐怖主义、火灾、暴乱、叛乱、内乱、疫情或瘟疫、暴乱、罢工、停工、其他工业行动、供电或其他供应的全面中断、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何汇款系统故障、禁运、劳资纠纷以及任何现有或未来法律、条例、法规或任何现有或未来的政府活动的变更等，则公司、独家保荐人—整体协调人、独家保荐人及其各自的附属人士、子公司、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表均不对其无法履行或迟延履行其在本协议项下义务的任何行为承担责任。

## 5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者为其自身及为代表其全资附属公司（倘相关股份将由全资附属公司持有）同意并向公司、独家保荐人—整体协调人及独家保荐人承诺和保证，在未获公司、独家保荐人—整体协调人及独家保荐人事先书面同意前，其不会，并将促使其附属人士不得于上市日期起（包括该日）至上市日期后六(6)个月之日（包括该日）止期间（“**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持有任何相关股份的任何公司或实体的任何权益；(ii)允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)订立与任何上述交易直接或间接具有相同经济影响的任何交易或(iv)同意或签订合同，或公开宣布有意进行第(i)、(ii)和(iii)项所述的任何交易。

5.2 在满足以下条件时，第 5.1 条所载任何规定均不会限制投资者在禁售期内向投资者的任何全资附属公司转让全部或部分相关股份：

- (a) 在有关转让之前，该全资附属公司以令公司、独家保荐人—整体协调人及独家保荐人满意的条件向其并代表其利益作出书面承诺同意受投资者被本协议项下的义务约束，且投资者承诺促使该全资附属公司受投资者被本协议下的义务所约束，包括本第 5 条对投资者施加的义务及限制，如同该全资附属公司本身须遵守该等义务及限制；
- (b) 该全资附属公司被视为已作出本协议规定的相同承认、承诺、确认、声明及保证；
- (c) 投资者及该全资附属公司被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；
- (d) 倘于禁售期到期前的任何时间，该全资附属公司不再或日后不再为投资者的全资附属公司，其应（及投资者须促使该附属公司应）立即（在任何情况下

均在停止为投资者的全资附属公司之前)向投资者或其另一家全资附属公司悉数及有效转让其持有的相关股份,并且该全资附属公司须以令公司、独家保荐人—整体协调人及独家保荐人满意的条件向其并代表其利益作出或投资者须促使其作出书面承诺,同意受投资者在本协议下的义务所约束,包括本第5条对投资者施加的限制,并作出本协议下的相同确认、声明及保证,如同该另一全资附属公司本身须遵守该等义务及限制,并共同及个别承担本协议规定的所有责任及义务;及

(e) 该全资附属公司(i)并非美国人士; (ii)位于美国境外; 及(iii)将依据证券法 S 规例在离岸交易中购买相关股份。

**5.3** 投资者同意及承诺,除非经公司、独家保荐人—整体协调人及独家保荐人事先书面同意,投资者及其联系人或紧密联系人于公司已发行股本总额中合共(直接及间接)持有的股份须少于公司全部已发行股本的10%(或就“主要股东”的定义而言,上市规则不时规定的其他百分比)。投资者同意,当发现投资者及其联系人或紧密联系人合共(直接及间接)持有的股份将达到或超过公司全部已发行股本的10%(或就主要股东的定义而言,上市规则不时规定的其他百分比,或联交所不时规定构成公众股东的其他百分比),则投资者会将该情况尽快通知公司及独家保荐人—整体协调人。

**5.4** 投资者同意,投资者于公司股本中所持股份乃基于自营投资,并将按公司、独家保荐人—整体协调人及/或独家保荐人的合理要求向其提供合理证据,以证明其乃基于自营投资而持有公司股本。投资者不得,且须促使其控股股东、联系人及实益拥有人不会于簿记建档过程中申请或认购全球发售中的股份(投资者股份除外)或在香港公开发售中申请认购股份。

**5.5** 投资者及其联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、高级职员、雇员或代理订立任何与上市规则(包括联交所《新上市申请人指南》或中国香港监管机构发布的书面指引或指南)不符或与之相抵触的安排或协议(包括任何附函)。

## **6. 承认、声明、承诺及保证**

**6.1** 投资者(为其自身及利益及为其全资附属公司之利益(倘相关股份将由全资附属公司持有时))向公司、独家保荐人—整体协调人及独家保荐人声明、保证、承诺、承认、同意及确认:

(a) 公司、独家保荐人—整体协调人、独家保荐人及他们各自的联属人士、其或其联属人士的董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会(于任何特定期间或任何时间)进行或完成,或者就发售价将属于公共文件所列的指示范围发表任何声明及作出任何保证或承诺,

亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公共文件所列的指示范围向投资者承担任何责任；

- (b) 本协议、投资者及其最终控股股东的背景资料及本协议所涉及各方之间的关系及安排须按照上市规则及监管机构的要求于全球发售的公共文件及其他市场推广及路演材料中披露，而投资者及其最终控股股东的背景资料将在公共文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须向中国香港监管机关备案及就全球发售或以其他方式按照公司（清盘及杂项条文）条例及上市规则供展示；
- (c) 根据上市规则或在 FINI 上必须提交给联交所的有关投资者的信息将与公司、联交所、证监会和其他必要的香港监管机构共享，并将列入一份综合获配售人名单，该名单将在 FINI 上向独家保荐人—整体协调人披露；
- (d) 发售价通过公司与独家保荐人—整体协调人（为其本身及代表其他承销商）之间的定价协议，按照全球发售的条款及条件以排他性的方式自行厘定，投资者无权就此提出任何异议；
- (e) 投资者将通过独家保荐人—整体协调人及 / 或其附属人士（以国际发售的国际承销商的国际代表的身份）认购投资者股份；
- (f) 投资者将根据组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
- (g) 各投资者并非公司的附属公司或其控股股东或代表该附属公司行事的人士；
- (h) 投资者股份数目可能会受根据上市规则第 18 项应用指引、联交所《新上市申请人指南》在国际发售与香港公开发售之间进行的股份重新分配或联交所不时批准、适用于公司的其他分配比例所影响；于订立本协议日期或前后或于本协议日期后但于国际发售结束前的任何时间，公司、独家保荐人—整体协调人及 / 或独家保荐人与一名或以上其他投资者就类似投资已订立或可能及 / 或建议订立协议，作为国际发售的一部分；公司、独家保荐人—整体协调人、独家保荐人、上述人士的任何附属公司、代理人、董事、雇员、附属公司或任何参与全球发售的其他人士对收购或交易投资者股份产生的任何税务、法律、汇率或其他经济或其他后果均不承担任何责任；
- (i) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或为美国人士的缘故或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中，或在任何其他司法辖区进行者或根据任何其他适用法律的豁免情况或

在不受任何其他适用法律的规限的交易中在任何其他司法辖区或为任何人士之利益进行者则作别论；

- (j) 其理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (k) 其明白，公司、独家保荐人—整体协调人、独家保荐人或国际发售的任何一名国际承销商并未有就投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (l) 除第 5.2 条规定者外，倘任何投资者股份由附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (m) 其已收到（及可能日后收到）与投资者投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且：
  - (i) 在该等信息因非投资者或其任何授权接收人的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则，仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、其或其联属人士的附属公司、董事、高级职员、雇员、顾问及代表（“授权接收人”）披露；
  - (ii) 其将尽全力确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；
  - 及(iii) 其不会并将确保其授权接收人（已按照本第 6.1(m) 条向其披露该等信息）不会以可能会导致违反美国、中国香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何内幕交易规定）的方式直接或间接购买、出售或买卖或交易公司或其联属人士或联系人的股份或其他证券或衍生工具；
- (n) 按保密基准提供予投资者及 / 或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已按保密基准提供（无论以书面还是口头形式）予投资者及 / 或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：
  - (i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供予投资者及 / 或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）

予投资者及 / 或其代表的材料中并无任何内容应构成任何合同或承诺的基准；

- (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料作出或收取任何认购、收购或购买任何股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能进一步作出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；
- (o) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约；
- (p) 投资者、其附属人士以及代表投资者及其附属人士行事的任何人士，并未实施或将不实施关于股份的任何直接销售（定义见 S 规例）；
- (q) 其已获得其认为对评估收购投资者股份的利弊及风险必要或有利的的所有合理资料，并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜，咨询公司、独家保荐人—整体协调人或独家保荐人并获得答复，且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有合理文件及资料；
- (r) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的资料，而非任何其他可能已由公司、独家保荐人—整体协调人及 / 或独家保荐人或其代表（包括其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）提供予投资者的任何其他资料，公司、独家保荐人—整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概不就国际发售通函未包含的任何该等资料或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、独家保荐人—整体协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士目前不会且将来亦不会因投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等资料或材料，或其他在国际发售通函中未包含的任何资料而产生的后果负上任何责任；
- (s) 独家保荐人—整体协调人、独家保荐人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相

关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终国际发售通函另有规定外，公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；

- (t) 投资者将遵守本协议、上市规则及任何关于其处置任何相关股份、（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (u) 其已自行对公司及投资者股份以及本协议既定的投资者股份认购条款进行核查，并自行取得其认为必需或适当的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），或另就投资者股份之投资相关（包括税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或独家保荐人—整体协调人、独家保荐人或有关全球发售的任何承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人—整体协调人、独家保荐人或其各自的联系人、联属人士、董事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (v) 明确现时并无投资者股份的公开市场，而公司、独家保荐人—整体协调人及独家保荐人、亦不保证投资者股份将拥有公开市场；
- (w) 任何股份买卖均须遵守适用法律法规（包括证券及期货条例、上市规则、证券法及任何其他适用法律法规或任何主管证券交易所的相关规则对股份交易的限制）；
- (x) 在全球发售基于任何理由而延迟或不能完成的情况下，公司、独家保荐人—整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或其附属公司所需承担的责任；
- (y) 在签订本协议之时或前后，或在此后但在国际发售交割之前的任何时间，作为国际发售一部分，公司已或将与一个或多个其他投资者签订与本协议类似的投资协议；
- (z) 公司及独家保荐人—整体协调人将有全权酌情权，决定变更或调整(i)根据全球发售将发行的股份数目；及(ii)根据香港公开发售及国际发售分别将予发行的股份数目；

- (aa) 投资者已同意根据第 4.2 条于上市日期或该等其他协定日期支付投资总额及相关经济佣金及征费；
- (bb) 任何就相关股份做出的任何发售、出售、质押或其他转让将不被公司承认（但遵守本协议限制的除外）；及
- (cc) 公司及独家保荐人—整体协调人可为满足上市规则第 8.08(3)条的规定，即上市时由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超近 50%，自行决定调整投资者股份数量的分配。

6.2 投资者向公司、独家保荐人—整体协调人及独家保荐人作出进一步声明、保证及承诺：

- (a) 其已正式注册成立，并依其注册成立地点的法律有效存续，且概无提交呈请、作出责令或通过其清算或清盘的有效决议案；
- (b) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；
- (c) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权）；
- (d) 本协议已获投资者正式授权、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (e) 其已采取且将于本协议的有效期限内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (f) 根据适用于投资者的任何相关法律且须经投资者通过认购本协议下的投资者股份所获的所有同意、批准、授权、许可及登记（“批准”）均已获准且完全有效，且未被无效、撤销、撤回或废止，该等批准概不受未实施或履行之任何先决条件所限。投资者进一步同意并承诺，如任何该等批准因任何原因不再完全有效或被作废、撤销、撤回或作废，投资者将立即书面通知公司、独家保荐人及独家保荐人—整体协调人；
- (g) 投资者签订及交付本协议以及各方履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反(i)投资者公司章程大纲或其他组成或章程文件；或(ii)投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购或收购（视情况而定）投资者股份的其他法律；

或(iii)任何对投资者具有约束力的协议或其他文书，或(iv)对投资者分别具有司法管辖权的任何政府机关的任何判决、命令或法令；

- (h) 其已且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括按适用部门或机构或证券交易所（“**监管机构**”）的规定及时以直接或间接的方式通过公司、独家保荐人—整体协调人及 / 或独家保荐人向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机构或证券交易所提供或促使或促成他人提供有关资料（包括但不限于(i) 投资者股份的最终实益拥有人（如有）及 / 或发出有关收购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成立地点）；(ii) 本协议项下拟进行的交易（包括但不限于本协议项下的投资者股份认购的详情、投资者股份数目、总投资金额及禁售限制）；(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及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该交换安排或其他金融或投资产品的提供者）；及/或 (iv) 投资者及其实益拥有人及 / 或联系人与公司及其任何股东之间的任何关连关系）（统称“**投资者相关信息**”），并须在任何监管机构要求的时间内披露。投资者进一步授权公司、独家保荐人—整体协调人、独家保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表根据上市规则或适用法律的规定或任何相关监管机构的要求，向该等监管机构和/或在任何公开文件或其他公告或文件中披露任何与投资者相关信息；
- (i) 投资者在金融及商业事务方面拥有相关的知识及经验，因此，其(i)有能力评估对投资者股份进行投资将带来的益处及风险；(ii)有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii)已了解其认为对决定是否对投资者股份进行投资属必要或适用的所有资料；及(iv)在对处于类似发展阶段的公司的证券进行投资的交易方面拥有充足经验；
- (j) 其日常业务为买卖股票或债券或其为专业投资者，且通过订立本协议，其并未成为与本协议项下拟进行交易有关的任何独家保荐人—整体协调人或独家保荐人的客户；
- (k) 投资者是一家专业投资者（定义见证券及期货条例附表 1 第 1 部分及其下附属法例）（“**专业投资者**”），且其已阅读并理解本协议附表 3 中所述专业投资者认定通知（“**专业投资者认定通知**”）且确认并同意专业投资者认定通知中涉及其购买本协议项下投资者股份之内容。就专业投资者认定通知而言，该通知中提及的“阁下”及“阁下的”应指和 / 或有效提及的投资者及关于投资者，该通知中提及的“我们”及“我们的”应指和 / 或有效提及的独家保荐人—整体协调人或其各自的联属人士；
- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份，且投资者无权指定任何人士担任公司董事、监事或高级人员；

- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（定义见证券法 S 规例）中进行，且其并非美籍人士；
- (n) 投资者将于豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人(i)为独立于公司的第三方；(ii)并非公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会构成关连交易或导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议，且于紧随本协议完成后将独立于公司任何关连人士，并不会与该等人士就公司的控制事宜一致行动（定义见证监会发布的公司收购、合并及股份回购守则）的任何其他一方或各方之间存在何种关系；(iii)具有履行本协议项下所有义务的财务能力；(iv)并无直接或间接接受（a）公司任何核心关连人士（定义见上市规则）或（b）公司、公司或其子公司的任何董事、行政主管、现有股东或他们各自的任何联系人（定义见上市规则）的资助、捐助或支持，且并无惯常接受亦未接受任何有关上述人士关于收购、出售、投票表决或以其他方式处置公司证券的任何指示；(v)不属于上市规则附录 F1（《股本证券的配售指引》）第 5 段所述的任何类别中人士；及(vi)除非另以书面方式向公司、独家保荐人及独家保荐人—整体协调人披露外，与公司及其任何股东之间并无任何关连关系；
- (p) 各投资者、其实益拥有人及 / 或联系人、以及投资者购买投资者股份为其利益考虑之人士（如有）及 / 或其联系人并非全球发售的任何独家保荐人—整体协调人、独家保荐人、账簿管理人、牵头经办人及承销商以及独家保荐人—整体协调人、除保荐人—整体协调人之外的银团成员或任何承销商的“关连客户”。“关连客户”、“保荐人—整体协调人”、“除保荐人—整体协调人之外的银团成员”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (q) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；
- (r) 投资者及其联系人均非公司或其联系人的董事（包括于之前 12 个月内担任董事）、监事或现任股东或上述任何人士的代名人；
- (s) 除先前已通知中信里昂證券外，投资者或其实益拥有人均不属于(i)联交所 FINI 获配售人名单模板所列或 FINI 有关获配售人界面要求披露的任何获配

售人类别（“基石投资者”除外）；或(ii)上市规则第 12.08A 条要求在公司配股结果公告中指定的任何获配售人类别；

- (t) 投资者并未且不会与任何“承销商”（定义见证券法 S 规例）就分销股份订立任何合约安排，惟与其附属人士所订立者或经公司事先书面同意者除外；
- (u) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）以及联交所《新上市申请人指南》的规定进行；
- (v) 投资者及其实益拥有人及 / 或联系人概无以公司任何关连人士、独家保荐人—整体协调人、独家保荐人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均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，且与该等人士并无关联；
- (w) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；
- (x) 除先前以书面形式向公司、独家保荐人—整体协调人及独家保荐人披露外，投资者、其实益拥有人及 / 或联系人并未订立且不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品的安排；
- (y) 投资者未获得且未计划获得贷款或其他形式的融资以履行其在本协议项下的支付义务；
- (z) 除根据本协议外，投资者或其任何紧密联系人未曾也不会就全球发售项下的任何股份通过簿记建档程序申请或下达订单；及
- (aa) 投资者及其紧密联系人（直接或间接）合计持有的公司全部已发行股本不得导致公司的公众持股量（具有上市规则中规定的含义）降至低于上市规则要求或联交所另行批准的比例。

6.3 投资者向公司、独家保荐人—整体协调人及独家保荐人声明及保证，本协议所载的以及向监管机构及/或公司、独家保荐人—整体协调人及独家保荐人及其各自的关连方提供的，有关其本身及其为成员公司的集团的详情及所有投资者相关信息在所有方面均属真实、完整及准确，且无误导成分。

在不影响第 6.1(b) 条规定的情况下，投资者不可撤回地同意，倘公司、独家保荐人—整体协调人及独家保荐人全权认为有必要，则于公开文件、市场推广及路演材料以及公司、独家保荐人—整体协调人及 / 或独家保荐人可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表 2 所载详情）。投

投资者承诺会尽快提供有关其本身、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人—整体协调人及 / 或独家保荐人可能合理要求的其他事项的其他资料及 / 或支持文件，以确保其符合适用法律及 / 或公司或证券登记及 / 或联交所、证监会及中国证监会等主管监管机构的要求。投资者谨此同意，经审阅将载入公开文件草稿及不时提供予投资者的其他有关全球发售的市场推广材料以及投资者可能合理要求作出修订（如有）的有关其本身及其为成员公司的集团的详情后，投资者应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

- 6.4 投资者明白，第 6.1 及 6.2 条所载的声明及确认乃按中国香港法例及美国证券法等的规定作出。投资者承认，公司、独家保荐人—整体协调人、独家保荐人、承销商及彼等各自的附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再真实、准确及完整或具误导成分，其将立即书面通知公司、独家保荐人—整体协调人及独家保荐人。
- 6.5 投资者同意及承诺，投资者会在接获要求时就可能因投资者股份的认购、投资者股份或本协议有关的原因（包括因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）而对公司、独家保荐人—整体协调人、独家保荐人及全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿保证方**”）造成的任何及全部损失、成本、开支、索赔要求、法律行动、责任、法律程序或损害，及任何获弥偿保证方可能因上述行为、或出于上述行为、或与上述行为有关，而对任何此类索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿保证方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。
- 6.6 [保留编号]
- 6.7 投资者根据第 6.1、6.2、6.3、6.4 及 6.5（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期重复作出。
- 6.8 公司向投资者、独家保荐人—整体协调人和独家保荐人声明、保证及承诺：
- (a) 其已正式注册成立，并依据中华人民共和国法律有效存续；
  - (b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并就此采取一切所需行动；

- (c) 在根据第 5.1 条需支付款项及受禁售期所限的前提下，投资者股份在根据第 4.4 条交付予投资者时，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的股份享有同等地位；
- (d) 公司、公司的控股股东（具有上市规则中规定的含义）、集团任何成员公司及彼等各自的联属人士、董事、高级职员、雇员及代理概无与任何投资者或其联属人士、董事、高级职员、雇员或代理订立任何协议或安排，包括与上市规则（包括联交所《新上市申请人指南》）不符的补充协议；及
- (e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、高级职员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

6.9 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投资者就国际发售通函与其他购买国际发售中的股份的投资者拥有同等权利。

## 7. 终止

7.1 本协议可于下列情况下予以终止：

- (a) 根据第 3.2 条或第 4.6 条的规定终止；
- (b) 如果投资者（或根据第 5.2 条转让投资者股份的情况下，投资者的全资子公司）在国际发售结束时或之前，或如适用，在延迟交付日期或之前，严重违反本协议（包括严重违反投资者于本协议下所作任何声明、保证、承诺及确认）（不论存在任何与本协议相反的条款），公司或独家保荐人—整体协调人及独家保荐人可单独全权酌情终止；或
- (c) 在获得各方的书面同意的情况下终止。

7.2 在本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方的所有权利及责任（除下文所载第 10 条项下的权利外）应终止，在不损害任何一方对其他各方在该终止或之前的有关条款的既有权利或责任的情况下亦不得向任何其他各方提出任何申索，但本协议第 8 条至第 12 条在本协议终止后继续有效。

7.3 投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

## 8. 公布及保密

- 8.1 除本协议另有规定者外，未经其他各方事先书面同意，任何一方不得披露任何有关本协议或根据本协议拟进行的交易或涉及公司、独家保荐人—整体协调人、独家保荐人及投资者的任何其他安排的资料。虽有上述规定，但任何一方可向以下各方披露本协议：
- (a) 向联交所、证监会、中国证监会及 / 或规管公司、独家保荐人—整体协调人及 / 或独家保荐人的其他监管机构披露，而投资者的背景资料以及公司与投资者的关系可于公司将予刊发的公共文件以及公司、独家保荐人—整体协调人及 / 或独家保荐人因全球发售而将予刊发的市场推广、路演材料及其他公告内载述；
  - (b) 按应知方知原则向各方的法律及财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理披露，前提是有关方应(i)促使其上述法律、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉及遵守本协议所载的所有保密义务；及(ii)对其上述法律、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反任何有关保密义务负责任；及
  - (c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）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同呈交中国香港公司注册处登记，以供展示）的规定或任何政府主管机关具有约束力的判决、命令或规定可能须予披露的其他情况。
- 8.2 投资者不得就本协议或本协议任何附属事项作出其他提述或披露，惟投资者已就有关披露的原则、形式及内容预先咨询公司、独家保荐人—整体协调人及独家保荐人以征求彼等的事先书面同意者则除外。
- 8.3 公司须适当努力提供与本协议相关的任何公共文件中的任何声明、公司与投资者的关系以及有关投资者的一般背景资料，以于其刊发之前供投资者审阅。投资者应与公司、独家保荐人—整体协调人及独家保荐人合作，确保有关公共文件内的全部提述均属真实、完整、准确且无误导成分，且公共文件内不会遗漏相关重大资料，并应及时向公司、独家保荐人—整体协调人及独家保荐人以及彼等各自的法律顾问提供任何意见及鉴定书。
- 8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供一切合理协助（包括提供与投资者、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人—整体协调人或独家保荐人可合理要求的本协议提及的其他有关事项有关的进一步资料及 / 或相关支持文件），以(i)于本协议日期后在公共文件中更新投资者的详情，

并核实有关提述；及(ii)使公司符合适用的公司或证券登记规定及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

9.1 根据本协议发出的所有通知须采用英文或中文的书面形式，并须按第 9.2 条规定的方式送至下列地址：

如致公司，至：

地址：中国天津滨海高新区华苑产业区梓苑路 15 号  
邮箱：m jy9999@mokingran.com  
收件人：王忠善

如致投资者，至：

地址：香港湾仔港湾道 26 号华润大厦 2609 室  
邮箱：1012524220@qq.com  
收件人：张春峰

如致中信證券香港，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

如致中信里昂證券，至：

地址：香港金钟道 88 号太古广场第 1 期 18 楼  
邮箱：Project369@clsa.com  
收件人：张宇翔

9.2 任何根据本协议送呈的通知须由专人送递或以电子邮件发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以电子邮件送达则在正式发送后（记录在发件人发送电子邮件的设备上，无论该电子邮件是否被确认，除非发件人收到自动发送的电子邮件未送达的消息），以及倘以预付邮资的邮件寄送（缺乏提早收取证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

## 10. 一般事项

10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司要求提供进行全球发售

所需的同意书、批准及授权，否则有关各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意书、批准或授权，且各方进一步确认其可履行本协议所载义务。

- 10.2 除明显错误外，公司与独家保荐人—整体协调人真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 投资者、公司、独家保荐人—整体协调人及独家保荐人应就本协议所需或可能所需或与之关连的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.4 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方及其代表签署者除外。为避免疑义，本协议的任何改动或更改无需事先通知非本协议一方的任何主体或获得非本协议一方的任何主体的同意。
- 10.5 本协议将仅以中文订立。
- 10.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担除外。
- 10.7 时间成为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过书面协议予以延长。
- 10.8 本协议的所有条文只要能够予以履行或遵守，即使在投资者根据第 4 条完成购买后，亦继续保持十足效力及作用，惟已履行的事项及其经各方书面同意后予以终止或豁免者除外。
- 10.9 除投资者签订的保密协议（如有）外，本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代各方之间所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 10.10 除非本第 10.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
  - (a) 获弥偿保证方可按犹如彼等为本协议的一方的方式执行及依赖本协议第 6.5 条。
  - (b) 本协议可无需经第 10.10(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。

- 10.11 独家保荐人—整体协调人及独家保荐人均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款转让所有或任何其相关权利、职责、权力及酌情决定权予其任何一家或多家附属公司。无论任何有关权力转授，相关独家保荐人—整体协调人或独家保荐人均应根据本条款对其转让相关权利、职责、权力及 / 或酌情决定权的任何附属公司的所有行为及过失承担责任。
- 10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
  - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，一切利益拨归他们所有。并且，概无其他人士可购买或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.15 假如投资者于上市日期延迟交付日期（若适用）或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人—整体协调人及独家保荐人亦有权终止本协议，而各方的所有义务应予终止，但不损害所有就其他各方蒙受的全部损失及损害而针对投资者提出索赔要求的权利。
- 10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

## **11. 规管法律及司法管辖权**

- 11.1 本协议及各订约方之间的关系受中国香港法例规管并据此予以诠释。

- 11.2 因本协议而产生或与之有关的或因违反、终止本协议及本协议失效而产生的或与之有关的任何纠纷、争议或索赔（“**纠纷**”），应根据递交仲裁申请之日有效的中国香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地应为中国香港。应有三名仲裁员且仲裁程序中的语言应为英语。仲裁庭的决议及判决为最终决定，对各方具有约束力，可于任何具有司法管辖权的法院作出及执行，且只要可以放弃向任何司法机构申请任何形式的上诉、审查或追索的任何及所有权利，各方应不可撤销及无条件地放弃该等权利。

尽管有以上规定，但在仲裁庭被指定前，各方有权向有管辖权的法院寻求临时禁令性救济或其他临时救济。在不影响根据国家法院司法管辖权可能提供的临时救济的情况下，仲裁庭可全权授予临时救济或命令各方要求法院修改或撤销由其提出的临时或初步救济，并就任何一方未能尊重仲裁庭就此而作出的命令判定赔偿。

## **12. 豁免权**

- 12.1 在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可能为自身或其资产、物业或收入提出免受（以主权或皇室身份或其他方式为由）任何法律诉讼、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、任何法院所辖司法管辖区抵销或反诉送达法律程序文件、扣押或协助执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决），或因给予任何救济，或执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决）而免受其他法律诉讼、诉讼或法律程序的情况下，或在任何上述司法管辖区中上述的豁免权可归因于其本身或其资产、物业或收入（无论是否提出豁免权）的情况下，投资者在此不可撤回地及无条件地放弃及同意不会请求或提出与任何该等法律程序有关的任何豁免权。

## **13. [保留编号]**

## **14. 副本**

- 14.1 本协议可签立为多份副本，且各方须于每份副本上签署。各副本等同于原件，但所有副本一并构成一份且属同一份文件。通过电子邮件附件(PDF)或传真印件送交本协议签署副本的签字页应为有效的送达方式。

本协议各方已由其各自的正式授权代表在文首载明日期签署本协议，**特此为证。**

签字页

公司

由 王忠善

代表

梦金园黄金珠宝集团股份有限公司

在以下人士的见证下：

签署

见证人姓名：

张超

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

王忠善





签字页

独家保荐人

由 Rebecca Wong )  
代表 )  
中信證券（香港）有限公司 )  
在以下人士的见证下： )  
)  
)  
)  
签署 Wang Suyi )  
)  
见证人姓名：Wang Suyi )  
)



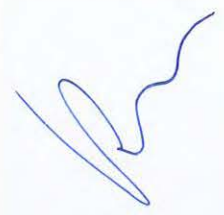
签字页

独家保荐人 - 整体协调人及独家全球协调人

由 Rebecca Wong )  
代表 )  
中信里昂證券有限公司 )  
在以下人士的见证下: )

签署 *Wuy Xuy* )

见证人姓名: *Zhang Yuxiang* )



## 附表 1 投资者股份

### 投资者股份数目

投资者股份数目应等于(1)相当于 1,698 万人民币的港元金额（按招股书所报港元兑人民币的收盘价计算，并且包括与投资者认购股份相关的全部税费、经纪佣金及交易征费）除以(2)发售价，向下约整至最接近每手 200 股 H 股份的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予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股份的重新分配影响。倘香港公开发售对股份的总需求跌至公司最终招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。

此外，独家保荐人—整体协调人及公司可为满足上市规则第 8.08(3)及新上市申请人指南第 4.14 章的规定，即上市时由公众人士持有的证券中，由(i)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；或(iii)上市规则附录 F1 所载的配售指引自行决定调整投资者股份数量的分配。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点	: 中国香港
商业登记号码	: 76980656
主要业务	: 投资控股
最终控股股东名称	: 天津金丰泰商业管理有限公司
最终控股股东注册成立地点	: 中国
最终控股股东公司统一社会信用代码	: 91120116MADLKCFD3T
最终控股股东主营业务	: 商业管理及企业管理咨询
最终控股股东的股东名称及持有的权益比例	: 天津金丰泰商业管理有限公司由張宗奎、青岛量子金点珠宝首饰有限公司及青岛颂琪商贸有限公司分别持有 94.17%、4.17%及 1.66%。
招股书里关于投资者的披露	: Swift Grace 为一间于香港注册成立的有限公司，其主要业务为投资控股。Swift Grace 的实益拥有人包括公司的加盟商以及该等加盟商的家族成员。于往绩记录期间，Swift Grace 的实益拥有人及彼等所控制的实体或其各自的家族成员于截至 2021 年、2022 年及 2023 年 12 月 31 日止年度以及截至 2024 年 6 月 30 日止六个月之收益贡献总额分别为人民币 200.2 百万元、人民币 213.7 百万元、人民币 269.4 百万元及人民币 163.6 百万元。  张宗奎（加盟商的家属） — 间接持有 Swift Grace 94.17%的股权。  青岛量子金点珠宝首饰有限公司 — 间接持有 Swift Grace 4.17%的股权

— 由(i)良宇（青岛）企业管理有限公司（由李佳轩持有 99%及由董春伟持有 1%）持有 95%；及(ii)李佳轩持有 5%  
李佳轩为王萍的家属。

青岛颂琪商贸有限公司

— 间接持有 Swift Grace 1.67%的股权

— 由(i)青岛隆嘉金玺商业管理有限公司（由王萍持有 99%及王建英持有 1%）持有 95%；及(ii)张维良持有 5%。

王萍为公司的加盟商。

王建英及张维良均为王萍的家属。

相关投资者类别（须包括在联交所的 FINI 配售人名单模板中或须由 FINI 界面就配售人披露）：

基石投资者

## 附表 3

### 专业投资者认定通知

#### A 部分—如果阁下是一家机构投资者：

1. 由于阁下属于证券及期货条例附表 1 第 1 部分第 1 条“专业投资者”定义之(a)款至(i)款所述以及证券及期货条例下的任何附属法例定义之人士的范畴（“**机构专业投资者**”），因此阁下是一家专业投资者。
2. 由于阁下属于机构专业投资者，则独家保荐人—整体协调人自动豁免遵守《证监会持牌人或注册人操守准则》（“**操守准则**”）的若干规定，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
  - 2.1 关于客户的信息
    - (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人—整体协调人正提供有关公司财务工作的建议；
    - (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
    - (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；
  - 2.2 客户协议
    - (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；
  - 2.3 为客户提供的信息
    - (i) 就本协议项下拟议交易向阁下披露有关信息；
    - (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
    - (iii) 在为阁下进行交易后立即确认交易的基本特征；

- (iv) 向阁下提供有关纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进纳斯达克-美国证交所行 NASDAQ - Amex 试点计划允许交易之证券的交易。

#### 2.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 A 部分第 2.4(i)款中所述授权，并每年予以确认。

#### 2.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人—整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。
3. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第 571Q 章）规定要求提供的任何成交单据、账户结单及收据。
  4. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

### **B 部分—如果阁下是一家公司投资者：**

1. 由于阁下属于证券及期货（专业投资者）规则（“**专业投资者规则**”）（中国香港法例第 571D 章）第 3(a)、(c)和(d)条所述人士之范畴，因此阁下是一家专业投资者（“**公司专业投资者**”）。

下列人士为专业投资者规则第 3(a)、(c)和(d)条规定的公司专业投资者：

- (i) 基于信托而获委托担任受托人的任何信托法团，于相关日期之总资产不低于 4000 万港元或其等价外币或：
  - (A) 载于编制的最近期经审计的财务报表：
    - (I) 涉及信托法团；及
    - (II) 在相关日期之前的 16 个月内；
  - (B) 通过提及一个或多个经审计的财务报表确定，每个财务报表均为编制的最近期经审计的财务报表：
    - (I) 涉及信托或任一信托；及

- (II) 在相关日期之前的 16 个月内；或
    - (C) 通过提及向信托法团签发的一个或多个保管人声明确定：
      - (I) 涉及信托或任一信托；及
      - (II) 在相关日期之前的 12 个月内；
  - (ii) 拥有下列各项之任何法团或合伙：
    - (A) 不低于 8 百万港元或其等价外币的投资组合；或
    - (B) 于相关日期或通过提及下列各项确定之不低于 4 千万港元或其等价外币的总资产；
    - (C) 编制的最近期经审计的财务报表：
      - (I) 涉及法团或合伙（视情况而定）；及
      - (II) 在相关日期之前的 16 个月内；
    - (D) 在相关日期之前的 12 个月内向法团或合伙（视情况而定）签发的一个或多个保管人声明；及
  - (iii) 于相关日期其唯一从事业务为投资控股的任何法团及于相关日期由下列一个或多个人士全资控股的任何法团：
    - (A) 属于(i)款所述范畴的信托法团；
    - (B) 单独或与联合账户中其任何联系人共同属于专业投资者规则第 3(b)条所述范畴的个人；
    - (C) 属于(ii)款所述范畴的法团；
    - (D) 属于(ii)款所述范畴的合伙。
2. 独家保荐人—整体协调人已按照操守准则第 15.3A 款将阁下评定为关于所有投资产品和市场的公司专业投资者。
3. 阁下同意被认定为公司专业投资者，理解同意被认定为公司专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
- 3.1 关于客户的信息
- (i) 确定阁下的财务状况、投资经验和投资目标，除非独家保荐人—整体协调人正提供有关公司财务工作的建议；

- (ii) 根据阁下的投资目标、投资策略和财务状况确保推荐或征求对阁下适合的推荐意见或要约邀请；
- (iii) 评估阁下对衍生工具的了解并根据阁下对衍生工具的了解对阁下进行定性；

### 3.2 客户协议

- (i) 就将向阁下提供的服务订立符合本操守准则的书面协议，并向阁下提供相关风险披露声明；

### 3.3 为客户提供的信息

- (i) 就本协议项下拟议交易向阁下披露有关信息；
- (ii) 向阁下告知他们的义务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
- (iii) 在为阁下进行交易后立即确认交易的基本特征；
- (iv) 向阁下提供纳斯达克-美国证交所 NASDAQ - Amex 试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所 NASDAQ - Amex 试点计划允许交易之证券的交易。

### 3.4 授权账户

- (i) 在没有阁下的特定授权的情况下，在为阁下进行交易之前，获得阁下的书面授权；及
- (ii) 解释本附表 B 部分第 3.4(i)款中所述授权，并每年予以确认。

### 3.5 投资者的特性/销售相关信息披露

- (i) 独家保荐人—整体协调人应不受操守准则第 5.1A 条关于了解你客户的投资者特性要求和操守准则第 8.3A 条关于销售相关信息披露要求的约束。

- 4. 阁下有权随时以书面通知独家保荐人—整体协调人的方式退出关于所有或任何投资产品或市场的公司专业投资者之认定。

5. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。
6. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

### C 部分—如果阁下是个人投资者：

1. 由于阁下属于专业投资者规则第3(b)条所述人士之范畴，因此，阁下是一位专业投资者（“个人专业投资者”）。

下列人士为专业投资者规则第3(b)条规定的个人专业投资者：

- (i) 任何个人，单独或与联合账户中任何联系人共同，于相关日期持有不低于800万港元或其等价外币的投资组合或：
  - (A) 载于该个人的审计师或注册会计师于相关日期前12个月内签发的证明书内；或
  - (B) 通过提及于相关日期前12个月内向该个人签发的（单独或与联系人共同）一个或多个保管人声明确定。
2. 阁下同意在所有投资产品 and 市场方面被认定为个人专业投资者，理解同意被认定为个人专业投资者的风险和后果，虽然事实上在向阁下提供服务时可以实施下列部分或全部行为，但独家保荐人—整体协调人无这样做的监管责任：
  - (i) 向阁下告知他们的业务及代表他们行事且阁下将联系的雇员和其他人的身份和状况；
  - (ii) 在为阁下进行交易后立即确认交易的基本特征；
  - (iii) 向阁下提供纳斯达克-美国证交所NASDAQ-Amex试点计划的相关文档，前提是阁下希望通过证券交易所进行纳斯达克-美国证交所NASDAQ-Amex试点计划允许交易之证券的交易。
3. 阁下有权随时以书面通知独家保荐人—整体协调人的方式退出关于所有或任何投资产品或市场的个人专业投资者之认定。
4. 阁下同意并确认，独家保荐人—整体协调人将不会向阁下提供证券及期货规则（成交单据、账户结单及收据）（中国香港法例第571Q章）规定要求提供的任何成交单据、账户结单及收据。

5. 如果独家保荐人—整体协调人征求向阁下出售或推荐任何金融产品，该金融产品考虑到阁下的财务状况、投资经验和投资目标的情况下必须对阁下是合理适当的。本协议的其他条款或独家保荐人—整体协调人可能会要求阁下签署的任何其他文件以及独家保荐人—整体协调人可能要求阁下作出的声明，均不会背离本附表 C 部分中本第 5 款的规定。
  
6. 签订本协议，即表明阁下向独家保荐人—整体协调人声明和保证阁下对阁下所交易的产品和市场拥有丰富知识和足够的专业技能，并知悉阁下所交易的产品和市场的风险。

日期：2024年11月19日

承诺方

王忠善

张秀芹

王国鑫

王娜

天津园金梦企业管理咨询有限公司

天津金梦企业管理合伙企业（有限合伙）

天津金园企业管理合伙企业（有限合伙）

天津金隆企业管理合伙企业（有限合伙）

受益人

梦金园黄金珠宝集团股份有限公司

(代表其本身及作为发行人不时各附属公司利益的受托人)

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不竞争协议

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嘉源律师事务所

香港上环德辅道中 238 号 7 楼及 17 楼

本《不竞争协议》（以下简称“本协议”）于 2024 年 11 月 19 日由下列各方于山东省昌乐县签订：

1. 王忠善（中国居民身份证号码：370725196402144178）；
2. 张秀芹（中国居民身份证号码：370725196610064164）；
3. 王国鑫（中国居民身份证号码：370725199006210018）；
4. 王娜（中国居民身份证号码：37072519870917002X）；
5. 天津园金梦企业管理咨询有限公司（统一社会信用代码：91120116MA0700935Q），一间根据中国法律成立的有限责任公司，其注册地址位于天津滨海高新区华苑产业区梓苑路15号102室（以下简称“天津园金梦”）；
6. 天津金梦企业管理合伙企业（有限合伙）（统一社会信用代码：91120116MA05J5RL26），一间根据中国法律成立的合伙企业，其注册地址位于天津滨海高新区塘沽海洋科技园新北路4668号创新创业园内21-B号商务楼中南5019E号（以下简称“金梦合伙”）；
7. 天津金园企业管理合伙企业（有限合伙）（统一社会信用代码：91120116MA05J5RK4B），一间根据中国法律成立的合伙企业，其注册地址位于天津滨海高新区塘沽海洋科技园新北路4668号创新创业园内21-B号商务楼中南5019F号（以下简称“金园合伙”）；及
8. 天津金隆企业管理合伙企业（有限合伙）（统一社会信用代码：91120116MA05J5Y3XL），一间根据中国法律成立的合伙企业，其注册地址位于天津滨海高新区塘沽海洋科技园新北路4668号创新创业园内21-B号商务楼中南5019G号（以下简称“金隆合伙”）。

（以上称为“承诺方”）

受益人：

9. 梦金园黄金珠宝集团股份有限公司（统一社会信用代码：9112000074242585X1），一间根据中国法律成立的股份有限公司，其注册地址为中国天津市滨海高新区华苑产业区梓苑路15号（以下简称“发行人”）（代表其本身及作为发行人不时各附属公司利益的受托人）。

鉴于：

1. 发行人已向香港联交所（定义见下文）提交申请，以待批准发行人的股份在香港联交所的主板上市并进行交易。

2. 于中国境内及中国香港特别行政区与任何发行人集团成员公司不时所进行或预期将进行的业务相同、类似或构成竞争或可能构成竞争的珠宝产品研发、制造及销售以及任何其他业务或投资活动或于当中拥有权益（以上合称“**受限制业务**”）可能对发行人集团构成竞争。
3. 为保障各方在上市后各自的持续利益，各方同意订立本协议，以明确与其持续的商业活动等事项相关的限制及责任。

兹根据本协议，各方同意如下：

## 1. 含义解释

1.1 在本协议中，除非语境中另作要求，以下表达有下列对应含义：

“ <b>联系人</b> ”及“ <b>紧密联系人</b> ”	指《上市规则》（定义见下文）中第 1 章（或其不时修订的规则）所指的含义，但是，就本协议而言，不包括发行人集团中的任何成员公司；
“ <b>控制</b> ”	指通过持有带表决权的证券、董事会代表、合同或以其他方式直接或间接地指导该方的管理及政策的权力，且“ <b>控制</b> ”及“ <b>被控制</b> ”也应该如此解释；
“ <b>营业日</b> ”	指银行就一般银行业务普遍在香港营业的任何日子（除了香港的星期六、星期日和公众假期）；
“ <b>发行人集团</b> ”	指发行人及其直接或间接控股的子公司；
“ <b>中国香港</b> ”	指中华人民共和国香港特别行政区；
“ <b>上市</b> ”	指发行人股份在香港联交所主板上市；
“ <b>上市日</b> ”	指发行人股份首次在香港联交所开始交易的日期；
“ <b>《上市规则》</b> ”	指不时修订的《香港联合交易所有限公司证券上市规则》；
“ <b>新商机</b> ”	如同本协议第 3.2 条中所定义；
“ <b>不竞争期</b> ”或“ <b>有关期间</b> ”	指从上市日开始、于以下较早日期截止的期限 (a) 承诺方及彼等的任何紧密联系人不再持有或不再以其他方式直接或间接拥有发行人已发行股本合共 30% 或以上（或《上市规则》规定的构成控股股东的其他股权比例）的实益权益之日；或

(b) 股份不再于香港联交所上市（股份短暂停止买卖除外）的日期。

“要约通知”	如同本协议第 3.2(a)条中所定义；
“要约通知期”	如同本协议第 3.2(b)条中所定义；
“一方”	指发行人及承诺方（包括其各自的权益继承者）中的每一方，且“各方”指其全部；
“中国境内”	指中华人民共和国境内，就本协议而言，不包括香港特别行政区、澳门特别行政区和台湾地区；
“股份”	就本协议而言，指发行人股本中面值为人民币 1 元的 H 股股份；
“香港联交所”	指香港联合交易所有限公司；
“附属公司”	的含义与其在《上市规则》中的含义一致；及

1.2 在本协议中，除非语境中另作要求：

- (a) “人士”包括自然人、法人、非法人组织；
- (b) 本协议中的标题使用仅为便利之目的，不影响协议的释义；及
- (c) 提及的任何文件或协议包含对其已经做出的、和未来可能不时做出的修订。

1.3 本协议的附录是本协议的一部分。

## 2. 本协议的有效期

本协议由各方签署后于上市日起生效，并将持续充分有效，直至按照本协议第 11 条终止。

## 3. 承诺方关于不竞争的承诺

3.1 受限于第 3.2 条，承诺方各自（其中包括）不可撤回及无条件地向发行人共同及个别承诺：在不竞争期内任何时间，承诺方本身不得及须促使其紧密联系人（本集团成员除外）不会于中国境内及中国香港直接或间接进行、从事、投资、参与、试图参与、提供任何服务或提供任何财务支持或以其他方式参与受限制业务（不论是单独或联同另一人士，以及不论直接或间接或代表或协助任何其他人士或与任何其他人士一致行动），但是以下情形除外：

- (i) 透过于发行人集团的权益，持有经营或从事任何受限制业务的任何公司的任何证券；

- (ii) 进行项目或以其他方式从事任何受限制业务，惟前提是该项目或业务机会首先向发行人集团提供，而发行人集团并未承接；
- (iii) 透过收购或持有从事任何受限制业务的任何公司、投资信托、合营企业、合伙机构或其他实体（不论形式）的基金单位或股份的任何投资或权益进行，而该投资或权益不超过该实体已发行股份的10%，惟(1)该投资或权益并无授予承诺方或彼等各自的紧密联系人任何权利控制该实体董事会或管理人员的组成，(2)承诺方或彼等各自的紧密联系人概无控制该实体的董事会或管理人员及(3)该投资或权益并无授予承诺方或彼等各自的紧密联系人任何权利直接或间接参与该实体；

3.2 在不影响第 3.1 条所约定的限制的情况下，承诺方各自承诺按下列方式向发行人（为其本身及作为其不时的各附属公司利益的受托人）转介，或促使向发行人转介任何与受限制业务相关的投资或商业机会（“**新商机**”，各自为一个“**新商机**”）：

- (a) 当承诺方知悉任何新商机时，以书面通知（“**要约通知**”）发行人确认目标公司（如相关）及新机机的性质，详细描述所有彼具备的资料以供发行人考虑是否参与新商机（包括任何投资或收购成本的详情及提供、建议或展示新商机的第三方联络资料）；
- (b) 发行人应当在实际可行的情况下尽快及于收到要约通知后的 30 个营业日内（“**要约通知期**”），以书面通知有关承诺方任何参与或拒绝新商机的决定。于要约通知期内，发行人可能会与提供、建议或展示新商机的第三方进行磋商，有关承诺方亦应尽其最大努力协助发行人以同等或更有利的条件获得该新商机。发行人须征求于考虑事宜中并无重大权益的独立非执行董事批准是否参与或拒绝新商机，及有可能需要委任独立财务顾问，就该新商机标的事项的交易条款提供意见；
- (c) 有关承诺方可全权考虑适当延长要约通知期；
- (d) 若下列情况出现，有关承诺方将有权但并非有责任于要约通知所载各重要方面上，以同等或较逊之条款及条件进行、从事、投资、参与新商机或于当中拥有权益（经济或其他方面）（不论单独或联同另一人士，以及不论直接或间接或代表或协助任何其他人士）：
  - (i) 其已收到发行人拒绝新商机的书面通知；或
  - (ii) 其自发行人收到要约通知后 30 个营业日（或若其已延长要约通知期，则于协定的其他期间）内尚未收到发行人决定参与或拒绝新商机的任何书面通知，在该种情况下发行人应被视作已拒绝新商机；

- (e) 若有关承诺方参与的新商机之性质或建议有所变更，其应向发行人转介经修订的新商机及向发行人提供全部现有资料的详情，以供发行人考虑是否参与经修订的新商机；

当考虑是否参与任何新商机时，发行人的独立非执行董事将基于多项因素，包括但不限于估计的盈利能力、投资价值以及许可及批准要求而达成意见。承诺方（为其本身及代表其紧密联系人（发行人集团成员公司除外））承认，发行人可能须根据有关法例、法规及规则以及监管机关规定不时披露新机机的资料，包括但不限于在发行人的公告或年报中披露作出参与或拒绝新机机的决定，及同意作出所需程度的披露，以遵守任何有关规定。

#### **4. 审阅及遵守承诺**

承诺方各自不可撤回及无条件地向发行人共同及个别进一步承诺，在不竞争期内，每一方：

- (a) 须并须促使其紧密联系人（发行人集团成员公司除外）于有关期间必要时及最少每年提供所有必要资料，以供发行人的独立非执行董事审阅，惟须遵守任何相关法律、规则及法规或任何合约责任，旨在让彼等审阅承诺方及承诺方的紧密联系人（发行人集团成员公司除外）遵守本协议的情况，并协助发行人的独立非执行董事执行本协议；
- (b) 在不影响第 4(a)条的一般性前提下，须向发行人提供年度声明书，以供载入发行人的年报。声明书陈述承诺方遵守本协议条款的情况；
- (c) 同意并授权发行人以刊发年报或公告方式，披露经发行人独立非执行董事审阅有关遵守及强制执行本协议之事宜的决定；及
- (d) 同意就发行人因承诺方或彼等各自的任何紧密联系人未能遵守本协议条款而蒙受或招致的任何及所有损失、损害、申索、负债、费用及开支（包括法律费用及开支），向发行人作出弥偿。

#### **5. 责任**

5.1 除了本协议中明确约定外，各方责任可分割。

5.2 承诺方同意就发行人因承诺方或其任何各自的紧密联系人未能遵守本协议而遭受或产生的所有损失、损害、主张、责任、成本及开支（包括法律成本及开支）向发行人集团提供赔偿。

#### **6. 保证**

任何一方向其他各方做出如下陈述、保证及承诺：

- (a) 其拥有完全的权限及授权签订本协议并履行协议下的义务；

- (b) 为了合法签订本协议并履行协议下的义务，已采取或完成一切必要行为或事项；
- (c) 本协议签署后，其产生的义务按照其条款合法、有效、且具有约束力；及
- (d) 本协议中的条款并未违反其任何文件、备忘录、章程或其注册地/相关人士司法辖区的法律法规中的任何条款（如适用）。

## 7. 利益及合理性

7.1 各方承认其有机会就本协议考虑寻求独立法律意见，且承认并同意本协议所含各项限制及义务，且：

- (a) 本协议的受益方为发行人（代表其本身及作为发行人不时各附属公司利益的受托人）；及
- (b) 为了维护发行人于上市后的利益，执行本协议是合理且必要的，并且，应该在本协议任何条款被请求执行的各个司法辖区的适用法律所允许的范围内被最大程度地执行。

7.2 尽管各方认为第 3 条及第 4 条中的限制公平且合理，但该限制可能因不可预见的原因而无效。因此，各方特此同意，为保护各方利益，若任何限制在特定司法辖区内被视为或裁定无效，并且，若通过以下方式：

- (a) 删除部分表述；及/或
- (b) 用以下各项进行替换：
  - (i) 更短的时间期间；
  - (ii) 更小的地域范围；及/或
  - (iii) 更小的活动范围，

该限制变得有效并可执行，则应该根据上述方式对该限制进行修改；

但为免疑义，修改应以最接近原条款意图的方式完成，且仅在做出无效或不可执行决定的特定司法辖区内并仅适用于本协议的履行。

## 8. 弃权

除非适用法律另有规定，若任何一方未能行使或延迟行使本协议项下任何适用法律所赋予的权利或救济，该权利和救济不会因此减损，也不会造成或被视为任何一方对该权利或救济的弃权或变更，也不会在未来任何时候阻碍任何一方对该权利和救济的行使；并且，对任何该权利或救济的单独或部分行使不阻碍对该权利的任何其他部分的行使或进一步行使，或任何其他权利或救济的行使。

## **9. 出让**

各方不得，且不得试图，出让、转让、抵押或处理本协议项下一切或任何其权利及/或义务。未经所有其他各方事先书面批准，各方不得授予、宣告、创造或处置其所享有的任何权利或权益。在需要事先书面批准的情形下，其他各方不得不合理地拒绝或拖延该批准。

## **10. 修改**

10.1 本协议的任何修改除非以书面形式做出，并且经各方授权代表签署，否则均属无效。

10.2 除非经各方明确同意，本协议的修改不构成对本协议任何条款的全面弃权，亦不影响截至修改之日任何已产生的本协议下的权利、义务或责任，且本协议项下的各方的权利及义务应持续完全有效（除已被修改的部分）。

## **11. 终止**

11.1 本协议将于不竞争期结束之时自动终止。

11.2 本协议终止后，除非本协议中另行规定，除了终止前已产生的任何权利或义务之外，任何一方不对任何其他方享有任何由本协议产生、与本协议有关、或本协议项下的任何其他权利、义务或主张。

## **12. 进一步行动**

若为法律所要求或为了实施本协议及其项下权利义务并/或使其生效，各方同意实施所有进一步行动或事项、或促使其被实施，并进一步签署并递交文件（或促使其被签署或递交），包括签署所有协议及文件、促使所有会议的召开、给予必要的弃权及同意、通过所有决议、并且以其他方式行使其所持有的全部权力和权利。

## **13. 无效**

本协议的各条款均可分割。如果任何条款的任何方面在相关司法辖区的法律下被认定为或变得不合法、无效或不可执行：

- (a) 若该条款不合法、无效或不可执行，其将不具有任何效力，且不被视为包含于本协议中，且不影响或损害本协议其他条款在该司法辖区中的、或该条款或本协议任何条款在其他任何司法辖区的合法性、有效性或可执行性；及
- (b) 各方应尽合理努力，将该条款替换为一条或数条有效且可执行的替代条款，其与被替换条款之间的差异应尽可能微小、且其效力应尽可能接近原不合法、无效或不可执行条款的效力。

## **14. 通知**

14.1 一方向另一方发出的本协议项下或与之相关的任何通知应以中文书写，由发出方的授权代表签署，根据附录中指定的联系方式（或书面告知其他各方的其他联系方式）以挂号信、专人递送或电子邮件的形式发送。

14.2 任何通过专人递送、邮寄或电子邮件发送的通知应在以下情况下视为送达：

- (a) 若通过专人递送，送达时；
- (b) 若通过挂号信发送，邮寄日后的第二个营业日上午 10 点；或
- (c) 若通过电子邮件发送，发送后的 24 小时，除非发送者被告知邮件发送失败，

但是，若专人递送发生于营业日的下午6点之后或非营业日，则送达应视为在递送后的第二个营业日上午9点发生。本条涉及的时间均指收件人所在地的当地时间。

14.3 一方可告知本协议其它方其名称、相关收件人、地址、电子邮件地址或其他细节的变更，但该通知仅在以下日期生效：

- (a) 通知中写明的变更发生日期；或
- (b) 若通知并未写明日期，或通知中写明的日期是在通知送达之日后的五个营业日之内，则生效日期为变更通知送达后五个营业日之后的一天。

## **15. 副本**

各方可在多份副本上签署本协议，所有副本共同构成同一份文件。各方可通过签署任何该副本订立本协议。

## **16. 成本**

除非另有约定，每一方须承担其与本协议的准备、谈判、订立和履行相关的成本。

## **17. 完整协议**

17.1 本协议构成了各方之间就本协议事项在本协议之日的完整协议和理解，不包含：

- (a) 任何法律暗含的、能由合同排除的条款；及
- (b) 任何先前的书面或口头约定。

17.2 各方同意：

- (a) 各方签订本协议均非出于信赖任何一方未在本协议中明确列出或提及的任何陈述、保证以或承诺；
- (b) 就任何另一方未包含在本协议中的错误陈述或不实声明、或对未包含在本协议中的保证的任何违反，各方均无任何救济；及
- (c) 本条款不排除针对欺诈性不实陈述的任何责任或救济。

## **18. 保密**

18.1 就因订立本协议或其中条款而收到或获得的任何信息，各方必须严格保密，且不得披露或使用任何该信息。

18.2 在以下情况下，第 18.1 条不应禁止披露或使用：

- (a) 法律、任何监管机构或任何国际承认的证券交易所的规定或规则要求的披露或使用（包括但不限于为上市目的对本协议的披露）；
- (b) 由本协议或根据本协议订立的任何其他协议引起的司法程序所要求的披露或使用，或因披露方的税务事项需要向税务当局做出的合理披露；
- (c) 披露方向其专业顾问进行的披露，条件是各方应促使其各自的专业顾问就保密信息遵守第 18.1 条规定，如同该披露方的专业顾问为本协议一方；
- (d) 本协议的信息及条款成为公众可获得信息（并非由于违反本协议所致）；或
- (e) 所有各方均就该披露或使用给予事先书面同意，

前提是，在本条款项下进行任何信息披露或使用之前，披露方须提前七天告知所有其他各方。

## **19. 管辖法律**

本协议及各方关系均受中华人民共和国法律管辖并由中华人民共和国法律进行解释。

## **20. 诉讼**

由本协议引起或与之相关的一切争议、纠纷、分歧或索赔（包括本协议存在、效力、解释、履行、违反、终止或无效）或因本协议引起的或与之相关的任何非合同性争议，均应向协议签署地有管辖权的法院提起诉讼，通过诉讼的方式予以解决。

本协议已于本协议第一页所示日期正式由各方签署并交付。

承诺方

由  
王忠善  
签署

)  
) 王忠善  
)

由  
张秀芹  
签署

)  
)  
) 张秀芹

由  
王国鑫  
签署

)  
)  
) 王國鑫

由  
王娜  
签署

)  
)  
) 王娜

由 王忠善  
作为授权人士代表  
天津园金梦企业管理咨询有限公司  
签署

)  
)  
) 王忠善  
)





由 )  
作为授权人士代表 )  
天津金园企业管理合伙企业（有限合 )  
伙 )  
签署 )

张新



由 张秀芹  
作为授权人士代表  
天津金隆企业管理合伙企业（有限合伙）  
签署

)  
)  
) 张秀芹  
)



受益人

由 王泽钢  
作为授权人士代表  
梦金园黄金珠宝集团股份有限公司  
签署

)  
)  
) 王泽钢  
)  
)



## 附录

### 联系方式

为第 14.1 条之目的，各方联系方式如下：

<u>各方</u>	<u>联系方式</u>
1) 王忠善	山东省昌乐县恒安街 424 号 7 号楼 3 单元 301 室 致：13906360110 电邮地址：wangzhongshan@mokingran.com
2) 张秀芹	山东省昌乐县恒安街 424 号 7 号楼 3 单元 301 室 致：13805363985 电邮地址：zxq@mokingran.com
3) 王国鑫	山东省昌乐县开发区梦金小镇 1998 号 致：18365630018 电邮地址：wangguoxin@mokingran.com
4) 王娜	山东省昌乐县恒安街 466 号 7 号楼 3 单元 301 号 致：18660681888 电邮地址：wangna@mokingran.com
5) 天津园金梦企业管理咨询 有限公司	天津滨海高新区华苑产业区梓苑路 15 号 102 室 致：022-87584166 电邮地址：wangxia@mokingran.com
6) 天津金梦企业管理合伙企 业（有限合伙）	天津滨海高新区塘沽海洋科技园新北路 4668 号 创新创业园内 21-B 号商务楼中南 5019E 号  致：022-58171168 电邮地址：wangxia@mokingran.com
7) 天津金园企业管理合伙企 业（有限合伙）	天津滨海高新区塘沽海洋科技园新北路 4688 号 创新创业园内 21-B 号商务楼中南 5019F 号 致：022-87584166 电邮地址：wangxia@mokingran.com
8) 天津金隆企业管理合伙企 业（有限合伙）	天津滨海高新区塘沽海洋科技园新北路 4668 号 创新创业园内 21-B 号商务楼中南 5019G 号 致：022-87584166 电邮地址：wangxia@mokingran.com

## HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially 4,395,800 H Shares (subject to reallocation) of RMB1.00 nominal value each in the capital of MOKINGRAN JEWELLERY GROUP CO., LTD. (夢金園黃金珠寶集團股份有限公司), being part of a global offering of initially 43,956,800 H Shares (subject to the Over-allotment Option)

Dated 19 November 2024

MOKINGRAN JEWELLERY GROUP CO., LTD. (夢金園黃金珠寶集團股份有限公司)

and

WANG ZHONGSHAN (王忠善)

and

ZHANG XIUQIN (張秀芹)

and

WANG GUOXIN (王國鑫)

and

WANG NA (王娜)

and

TIANJIN JINMENG ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP) (天津金夢企業管理合夥企業(有限合夥))

and

TIANJIN JINYUAN ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP) (天津金園企業管理合夥企業(有限合夥))

and

**TIANJIN JINLONG ENTERPRISE MANAGEMENT PARTNERSHIP  
(LIMITED PARTNERSHIP) (天津金隆企業管理合夥企業(有限合夥))**

and

**TIANJIN YUANJINMENG ENTERPRISE MANAGEMENT  
CONSULTANCY CO., LTD. (天津園金夢企業管理諮詢有限公司)**

and

**CITIC SECURITIES (HONG KONG) LIMITED**

and

**CLSA LIMITED**

and

**THE HONG KONG UNDERWRITERS**

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**THIS AGREEMENT** is made on 19 November 2024

**AMONG:**

- (1) **MOKINGRAN JEWELLERY GROUP CO., LTD.** (夢金園黃金珠寶集團股份有限公司), a joint stock limited liability company established in the People's Republic of China, whose registered office is at No. 15 Ziyuan Road, Huayuan Industrial Zone, Binhai Hi-Tech District, Tianjin, the PRC (the "**Company**");
- (2) **TIANJIN JINMENG ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (天津金夢企業管理合夥企業(有限合夥)), a limited partnership established in the People's Republic of China whose registered office is at No. 5019E, Zhongnan, Business Building 21-B, Innovation and Entrepreneurship Park, No. 4668 New North Road, Tanggu Ocean Science and Technology Park, Binhai Hi-Tech District, Tianjin, the PRC ("**Jinmeng Partnership**");
- (3) **TIANJIN JINYUAN ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (天津金園企業管理合夥企業(有限合夥)), a limited partnership established in the People's Republic of China whose registered office is at No. 5019F, Zhongnan, Business Building 21-B, Innovation and Entrepreneurship Park, No. 4668 New North Road, Tanggu Ocean Science and Technology Park, Binhai Hi-Tech District, Tianjin, the PRC ("**Jinyuan Partnership**");
- (4) **TIANJIN JINLONG ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (天津金隆企業管理合夥企業(有限合夥)), a limited partnership established in the People's Republic of China whose registered office is at No. 5019G, Zhongnan, Business Building 21-B, Innovation and Entrepreneurship Park, No. 4668 New North Road, Tanggu Ocean Science and Technology Park, Binhai Hi-Tech District, Tianjin, the PRC ("**Jinlong Partnership**");
- (5) **TIANJIN YUANJINMENG ENTERPRISE MANAGEMENT CONSULTANCY CO., LTD.** (天津園金夢企業管理諮詢有限公司), a company established in the People's Republic of China whose registered office is at Room 102, No. 15 Ziyuan Road, Huayuan Industrial Zone, Binhai Hi-Tech District, Tianjin, the PRC ("**Tianjin Yuanjinmeng**");
- (6) **MR. WANG ZHONGSHAN** (王忠善), a PRC citizen with passport number E91579710 and whose address is at Room 301, Unit 3, Building 7, No. 424 Heng An Street, Changle County, Shandong Province, the PRC;
- (7) **MS. ZHANG XIUQIN** (張秀芹), a PRC citizen with passport number EB6950429 and whose address is at Room 301, Unit 3, Building 7, No. 424 Heng An Street, Changle County, Shandong Province, the PRC;
- (8) **MR. WANG GUOXIN** (王國鑫), a PRC citizen with PRC resident identification card number 370725199006210018 and whose address is at No. 187 Heng An Street, Changle County, Shandong Province, the PRC;
- (9) **MS. WANG NA** (王娜), a PRC citizen with PRC resident identification card number 37072519870917002X and whose address is at Room 301, Unit 3, Building 7, No. 466 Heng An Street, Changle County, Shandong Province, PRC (together with Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin, Jinmeng Partnership, Jinyuan Partnership, Jinlong Partnership and Tianjin Yuanjinmeng, the "**Controlling Shareholders**", and each of them a "**Controlling Shareholder**");

- (10) **CITIC SECURITIES (HONG KONG) LIMITED**, whose principal place of business in Hong Kong is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITICS**”);
- (11) **CLSA LIMITED**, whose principal place of business in Hong Kong is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (12) **THE HONG KONG UNDERWRITERS**, whose respective names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**” and a “**Hong Kong Underwriter**” means any one of them).

**RECITALS:**

- (A) The Company is a joint stock company established under the laws of the PRC with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered share capital of RMB229,066,666, comprising 229,066,666 Domestic Shares of which 24,306,666 Domestic Shares will be converted into H Shares on a one-for one basis upon the completion of the Global Offering, with a nominal value of RMB1.00 each.
- (B) The Company proposes to conduct the Global Offering pursuant to which it will issue and offer H Shares (i) to the public in Hong Kong in the Hong Kong Public Offering and (ii) outside the United States in offshore transactions in reliance on Regulation S in the International Offering.
- (C) CITICS is acting as the Sole Sponsor and CLSA Limited is acting as the Sponsor-Overall Coordinator of the Global Offering.
- (D) As at the date of this Agreement, Mr. Wang Zhongshan held 64,760,000 Domestic Shares, representing approximately 28.27% of the issued share capital of the Company; Ms. Zhang Xiuqin held 60,000,000 Domestic Shares, representing approximately 26.19% of the issued share capital of the Company; Jinmeng Partnership held 22,000,000 Domestic Shares, representing approximately 9.60% of the issued share capital of the Company; Jinyuan Partnership held 9,000,000 Domestic Shares, representing approximately 3.93% of the issued share capital of the Company; Jinlong Partnership held 9,000,000 Domestic Shares, representing approximately 3.93% of the issued share capital of the Company; Tianjin Yuanjinmeng held 40,000,000 Domestic Shares, representing approximately 17.46% of the issued share capital of the Company. Ms. Zhang Xiuqin is the general partner of Jinyuan Partnership and Jinlong Partnership. Mr. Wang Zhongshan is the general partner of Jinmeng Partnership. Tianjin Yuanjinmeng was owned as to 50% by Mr. Wang Guoxin and 50% by Ms. Wang Na. Ms. Zhang Xiuqin is the spouse of Mr. Wang Zhongshan. Mr. Wang Guoxin is the son of Mr. Wang Zhongshan and Ms. Zhang Xiuqin, and Ms. Wang Na is the daughter of Mr. Wang Zhongshan and Ms. Zhang Xiuqin. As such, the group of Controlling Shareholders control approximately 89.39% of the voting rights of the Company as at the date of this Agreement.
- (E) The Hong Kong Underwriters have agreed to severally underwrite (and not jointly or jointly and severally) the Hong Kong Public Offering on and subject to the terms and conditions contained in this Agreement.
- (F) The Company and the Controlling Shareholders have respectively agreed to give the representations, warranties, undertakings and indemnities on the terms contained in this Agreement.

- (G) The Company, the Controlling Shareholders, the Sole Sponsor, the Sponsor-Overall Coordinator and the International Underwriters, among others, intend to enter into the International Underwriting Agreement providing for the International Underwriters to severally (and not jointly or jointly and severally) subscribe for and purchase, or procure investors to subscribe for and purchase, H Shares offered by the Company in the International Offering, on and subject to the terms and conditions contained in that agreement. The Company further intends to grant the Over-allotment Option to the International Underwriters to require the Company to allot and issue additional H Shares as may be necessary to cover, among other things, over-allocations made in connection with the International Offering, on and subject to the terms and conditions of the International Underwriting Agreement.
- (H) The Company has made an application to the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange (including any Option Shares and the H Shares to be converted from Domestic Shares). CITICS is acting as the Sole Sponsor in relation to the Company's Admission application.
- (I) At a meeting of the Board held on 12 November 2024, resolutions were passed pursuant to which, inter alia, the Directors approved, and any one Director or any one joint company secretary of the Company was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (J) In connection with the Global Offering and the application to list the H Shares on the Stock Exchange, the CSRC published the notification on the completion of the required CSRC filing procedures on 19 January 2024 and approval of conversion of Domestic Shares to H Shares on 17 January 2024 and 28 June 2024, respectively.

**IT IS AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1** Except where the context otherwise requires, in this Agreement, the following terms and expressions will have the respective meanings set out below:

**"Acceptance Date"** means the date on which the Application Lists close in accordance with Clause 5.2, which is expected to be 26 November 2024;

**"Accepted Hong Kong Public Offering Applications"** means the Hong Kong Public Offering Applications which are accepted in whole or in part pursuant to Clause 5.3.1(i);

**"Accounts"** means the audited consolidated financial statements of the Group as at and for each of the three financial years ended 31 December 2021, 2022 and 2023 and the six months ended 30 June 2024, and all related notes, as set out in Appendix I to the Prospectus;

**"Accounts Date"** means 30 June 2024;

**"Actions"** has the meaning given to it in Clause 13.1;

**"Admission"** means the approval by the Stock Exchange of the listing of, and permission to deal in, the Offer Shares and 24,306,666 H Shares to be converted from Domestic Shares on the Main Board of the Stock Exchange;

**“Admission-related Submissions”** means all submissions made by or on behalf of, or approved by, the Company to the Stock Exchange, the SFC or the CSRC in connection with the application for Admission;

**“Affiliate”** means in relation to a particular company, any company or entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the company specified. For the purposes of this definition, the term **“control”** (including the terms **“controlling”**, **“controlled by”** and **“under common control with”**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise;

**“AFRC”** means the Accounting and Financial Reporting Council established under the Accounting and Financial Reporting Council Ordinance (Cap 588);

**“AFRC Transaction Levy”** means the transaction levy at the rate of 0.00015% of the Offer Price per Offer Share charged by the AFRC;

**“Analyst Presentation Materials”** means all information and documents issued, given or presented in the syndicate research analyst presentations conducted by the Company in connection with the Global Offering or otherwise provided to syndicate research analysts by the Company;

**“Announcement Date”** means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be 28 November 2024;

**“Anti-Corruption Law”** means (i) the Foreign Corrupt Practices Act of 1977 of the United States of America and the rules and regulations under that Act, (ii) the Bribery Act of 2010 of the United Kingdom, (iii) the Criminal Law of the PRC, (iv) the Anti-Unfair Competition Laws of the PRC and the Provisional Regulations on Anti-Commercial Bribery of the PRC or (v) other similar applicable law or regulation in any other jurisdiction;

**“Application Lists”** means the application lists in respect of the Hong Kong Public Offering referred to in Clause 5.2;

**“Application Proof Prospectus”** means the draft listing document of the Company submitted to the Stock Exchange on 28 September 2023, 3 April 2024 and 14 October 2024;

**“Appointees”** means the Sole Sponsor, the Sponsor-Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters;

**“Approvals and Filings”** means any licences, consents, approvals, authorisations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, sanctions, declarations and/or filings;

**“Articles of Association”** means the articles of association of the Company, as amended from time to time;

**“Associate”** has the meaning given to it in the Listing Rules;

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

**“Brokerage”** means the brokerage at the rate of 1.0% of the Offer Price per Offer Share payable by successful applicants in the Global Offering;

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

**“CCASS”** means the Central Clearing and Settlement System established and operated by HKSCC;

**“CMI”** means CLSA, ABCI Securities Company Limited, China Everbright Securities ( HK ) Limited, Futu Securities International (Hong Kong) Limited, ICBC International Securities Limited and TradeGo Markets Limited, being the capital market intermediaries of the Global Offering;

**“CMI Mandates”** means the engagement letters entered into between the Company and each of the CMIs (other than the Sponsor-Overall Coordinator) prior to the undertaking of bookbuilding activities by such CMI;

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

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

**“Conditions”** means the conditions precedent set out in Clause 2.1;

**“Cornerstone Investor Agreements”** means the cornerstone investor agreements entered into, among others, the Company, the Sole Sponsor, the Sponsor-Overall Coordinator and the cornerstone investors as described in the Prospectus;

**“CSRC”** means the China Securities Regulatory Commission of the PRC;

**“CSRC Archive Rules”** means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (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 31 March 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 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

**“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 31 March 2023), as amended, supplemented or otherwise modified from time to time;

**“CSRC Filing(s)”** means any letters, filings, correspondences, communications, documents, responses, opinions, 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 and the conversion of Domestic Shares to H Shares 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 respective names and addresses are set out in the section headed “Directors, Supervisors and Parties Involved in the Global Offering” of the Prospectus;

**“Disclosure Package”** has the meaning given to it in the International Underwriting Agreement;

**“Discretionary Incentive Fee”** has the meaning given to it in Clause 7.1.2;

**“Domestic Shares”** means ordinary shares of the Company with a nominal value of RMB 1.00 each, which are subscribed for or credited as paid up in RMB and which are not listed on any stock exchange;

**“Encumbrance”** means any claim, charge, mortgage, lien, option, restriction, equitable right, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first refusal or other encumbrance, third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

**“Exchange Act”** means the United States Securities Exchange Act of 1934, as amended, supplemented or modified from time to time;

**“Experts”** means (a) the Reporting Accountants, (b) the Industry Consultant, (c) the Internal Control Consultant, (d) the PRC Lawyer and (e) the Property Valuer; and **“Expert”** means any one of them;

**“Extreme Conditions”** means extreme conditions caused by a super typhoon as announced by the government of Hong Kong;

**“Final Offering Circular”** means the final offering circular expected to be issued by the Company in connection with the International Offering, including all amendments and supplements to it;

**“FINI”** means Fast Interface for New Issuance, a software platform developed by HKSCC to manage the Listing settlement process;

**“FINI Agreement”** means the FINI agreement dated 17 June 2024 entered into between the Company and the HKSCC;

**“Formal Notice”** means the press announcement in the agreed form to be issued by the Company 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 Group Companies, taken as a whole;

**“Group Companies”** means the Company and the Subsidiaries; and **“Group Company”** means any one of them;

**“H Shares”** means ordinary shares in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and/or traded in Hong Kong dollars and to be listed on the Stock Exchange;

**“H Share Registrar”** means Computershare Hong Kong Investor Services Limited;

**“HKSCC”** means Hong Kong Securities Clearing Company Limited;

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

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

**“Hong Kong Offer Shares”** means the 4,395,800 new H Shares being initially offered by the Company for subscription pursuant to the Hong Kong Public Offering, subject to adjustment and reallocation in accordance with this Agreement and as described in the section headed “Structure of the Global Offering” of the Prospectus;

**“Hong Kong Public Offering”** means the offer of the Hong Kong Offer Shares for subscription at the Offer Price in Hong Kong to the public in Hong Kong on and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

**“Hong Kong Public Offering Applications”** means applications to subscribe for Hong Kong Offer Shares made in compliance with the terms of the Hong Kong Public Offering Documents;

**“Hong Kong Public Offering Documents”** means the Prospectus and the Formal Notice;

**“Hong Kong Public Offering Over-Subscription”** has the meaning given to it in Clause 5.9;

**“Hong Kong Public Offering Under-Subscription”** has the meaning given to it in Clause 5.4;

**“Hong Kong Underwriting Commitment”** means, in relation to a Hong Kong Underwriter, the maximum number of the Hong Kong Offer Shares the subscription for which that Hong Kong Underwriter has agreed to procure subscribers pursuant to the terms and conditions of this Agreement, as calculated in accordance with Clause 5.4 and subject to adjustment and reallocation in accordance with this Agreement;

**“Indemnified Parties”** means (a) the Appointees; (b) the respective delegates (as referred to in Clause 4.4), head offices, branches, associates and Affiliates of the Appointees; (c) the respective shareholders, representatives, partners, directors, officers, employees, advisors and agents of the Appointees; (d) all shareholders, representatives, partners, directors, officers, employees and agents of the Appointees’ respective head offices, branches, associates and Affiliates directly involved in the Global Offering; and (e) the successors and assignees of the persons referred to in (a), (b), (c) and (d); and **“Indemnified Party”** means any one of them;

**“Industry Consultant”** means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co;

**“Industry Report”** means the industry report in respect of the Group’s business prepared by the Industry Consultant;

**“Internal Control Consultant”** means Deloitte Enterprise Consulting (Shanghai) Co., Ltd. Beijing Branch;

**“Internal Control Report”** means the internal control report in respect of the Group prepared by the Internal Control Consultant;

**“International Offer Shares”** means the 39,561,000 new H Shares being offered by the Company for subscription pursuant to the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement, together with the Option Shares (if any);

**“International Offering”** means the offer of the International Offer Shares for subscription at the Offer Price outside the United States in offshore transactions in reliance on Regulations S, on and subject to the terms and conditions of the International Underwriting Agreement;

**“International Offering Documents”** means the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular;

**“International Offering Underwriting Commitment”** means, in relation to an International Underwriter, the maximum number of the International Offer Shares the subscription for which that International Underwriter has agreed to purchase or procure places pursuant to the terms and conditions of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

**“International Underwriters”** means 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 among the Company, the Controlling Shareholders, the Sole Sponsor, the Sponsor-Overall Coordinator and the International Underwriters;

**“Intersyndicate Agreement”** means the agreement to be entered into among the Hong Kong Underwriters, the International Underwriters and the Sponsor-Overall Coordinator;

**“Investment Company Act”** means the U.S. Investment Company Act of 1940;

**“Investor Presentation Materials”** means all information, materials and documents issued, given or presented in any of the investor presentations and/or roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

**“Joint Bookrunners”** means CLSA, China Everbright Securities (HK) Limited, Futu Securities International (Hong Kong) Limited, ICBC International Securities Limited and TradeGo Markets Limited;

**“Joint Lead Managers”** means CLSA, ABCI Securities Company Limited, China Everbright Securities (HK) Limited, Futu Securities International (Hong Kong) Limited, ICBC International Securities Limited and TradeGo Markets Limited;

**“Laws”** means any and all national, central, federal, provincial, state, regional, municipal, local, domestic, international or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, resolutions, 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 Committee”** means the listing committee of the Stock Exchange;

**“Listing Date”** means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange, which is expected to be 29 November 2024 or such other day as the Company and the Sole Sponsor may agree;

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

**“Losses”** has the meaning given to it in Clause 13.1;

**“Material Adverse Change”** means a material adverse change, or a material adverse effect, or any development involving a prospective material adverse change or a material adverse effect, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profitability, results of operations, position or condition (financial or otherwise) or performance of the Group;

**“Nominee”** means The Ka Wah Bank (Nominees) Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

**“Offer Price”** means the final price per Offer Share in Hong Kong dollars (exclusive of the Brokerage, the Trading Fee and the Transaction Levies) at which the Offer Shares are to be subscribed for under the Global Offering, to be determined in accordance with Clause 3.1;

**“Offer Shares”** means the Hong Kong Offer Shares and the International Offer Shares;

**“Offering Documents”** means the Hong Kong Public Offering Documents and the International Offering Documents and any other document issued, given or used in connection with the Global Offering, including any Investor Presentation Materials and, in each case, all amendments or supplements thereto, whether or not approved by the Sole Sponsor, the Sponsor-Overall Coordinator or any of the Underwriters;

**“Operative Documents”** means the Cornerstone Investor Agreements, the Price Determination Agreement, the Receiving Bank Agreement, the Registrar Agreement, and the FINI Agreement, including all amendments and supplements to any of them;

**“Option Shares”** means up to 6,593,400 additional H Shares to be offered by the Company for subscription pursuant to the Over-allotment Option;

**“Over-allotment Option”** means the option to be granted by the Company under the International Underwriting Agreement to the International Underwriters, exercisable by the Sponsor-Overall Coordinator on behalf of the International Underwriters, to require the Company to allot and issue the Option Shares on and subject to the terms and conditions of the International Underwriting Agreement;

**“PHIP”** means the post hearing information pack of the Company posted on the Stock Exchange Website, including each amendment and supplement to it posted on the Stock Exchange Website from that date through to the time of the registration of the Prospectus;

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

“**PRC Company Law**” means the Company Law of the PRC, as amended, supplemented or otherwise modified from time to time;

“**PRC Group Company**” means any Group Company which is incorporated or established under the laws of the PRC;

“**PRC Lawyer**” means Jia Yuan Law Offices;

“**Preliminary Offering Circular**” means the preliminary offering circular issued by the Company in connection with the International Offering and circulated to the International Underwriters, and stated therein to be subject to amendment and completion, as amended or supplemented by any including all amendments and supplements thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

“**Price Determination Agreement**” means the price determination agreement in the agreed form to be entered into between the Company and the Sponsor-Overall Coordinator (on behalf of the 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 Global Offering in accordance with Clause 3.1;

“**Property Valuation Report**” means the property valuation report in respect of the properties of the Group prepared by the Property Valuer;

“**Property Valuer**” means Cushman & Wakefield Limited;

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

“**Prospectus Date**” means the date of issue of the Prospectus, which is expected to be 21 November 2024;

“**Receiving Bank**” means China CITIC Bank International Limited;

“**Receiving Bank Agreement**” means the receiving bank agreement dated 18 November 2024 entered into among the Company, the Receiving Bank, the H Share Registrar, the Sole Sponsor, the Sponsor-Overall Coordinator and the Nominee;

“**Reference Hong Kong Public Offering Amount**” means the amount equal to  $A \times (B - C)$ , where  $A$  = the Offer Price,  $B$  = the number of H Shares being offered by the Company under the Hong Kong Public Offering (before adjustment and reallocation in accordance with this Agreement), and  $C$  = the number of Unsold Hong Kong Offer Shares which is reallocated to the International Offering pursuant to Clause 5.10;

“**Registrar Agreement**” means the share registration services agreement dated 3 June 2024 entered into between the Company and the H Share Registrar;

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

“**Relevant Hong Kong Public Offering Application**” means, in relation to a Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by that

Hong Kong Underwriter pursuant to Clause 5.5 to reduce the Hong Kong Underwriting Commitment of that Hong Kong Underwriter;

**“Reporting Accountants”** means Deloitte Touche Tohmatsu;

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

**“Securities Act”** means the United States Securities Act of 1933;

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

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

**“SFC Transaction Levy”** means the transaction levy at the rate of 0.0027% of the Offer Price per Offer Share charged by the SFC;

**“Share(s)”** means ordinary shares issued by the Company with a nominal value of RMB1.00 each, comprising the Domestic Shares and the H Shares;

**“Sole Global Coordinator”** means CLSA;

**“Sole Sponsor”** means CITICS;

**“Sole Sponsor and Sponsor-Overall Coordinator Mandate”** means engagement letter entered into among the Company, CITICS and CLSA dated 17 July 2023 in connection with the engagement of CITICS as the Sole Sponsor and CLSA as the Sponsor-Overall Coordinator;

**“Sponsor-Overall Coordinator”** means CLSA, being the sponsor-overall coordinator of the Global Offering;

**“Stabilising Manager”** means CLSA;

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

**“Stock Exchange Website”** means [www.hkexnews.hk](http://www.hkexnews.hk);

**“Subsidiaries”** means the companies named as subsidiaries of the Company in the Accounts; and **“Subsidiary”** means any one of them;

**“Supervisors”** means the supervisors of the Company whose respective names are set out in the section headed “Directors, Supervisors and Senior Management” in the Prospectus;

**“Surviving Provisions”** means Clause 1 (Definitions and Interpretations), Clause 7.2 (Sponsor Fee and Other Fees and Expenses), Clause 7.3 (Costs of the Company), Clause 7.4 (Costs of Appointees), Clause 12.2 (Effect of termination), Clause 13 (Indemnity), Clause 14 (Announcements), Clause 15 (Confidentiality), Clause 16 (Notices), Clause 17 (Governing Law and Disputes Resolution) and Clause 18 (General Provisions);

**“Tax”** means all forms of tax whenever created, imposed or arising and whether of Hong Kong, the PRC or any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of tax on or relating to profits, salaries, interest and other forms of income, tax on capital gains, sales and value added tax, estate duty, death duty, capital duty, stamp duty, payroll tax, withholding tax, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any tax,

duty, impost, levy, rate, charge or any amount payable to 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 any additions, penalties or similar liabilities and/or interest arising in respect of any tax; and “**Taxation**” and “**Taxing**” will be construed accordingly;

“**Trading Fee**” means the trading fee at the rate of 0.00565% of the Offer Price per Offer Share charged by the Stock Exchange;

“**Transaction Levies**” means the SFC Transaction Levy and the AFRC Transaction Levy;

“**Underwriters**” means the Hong Kong Underwriters and the International Underwriters;

“**Unsold Hong Kong Offer Shares**” has the meaning given to it in Clause 5.4.1;

“**U.S.**” or “**United States**” means the United States of America;

“**Verification Notes**” means the verification notes relating to the Prospectus, copies of which have been approved and signed by, among others, the Directors;

“**Warranties**” means the representations, warranties and undertakings of the Company and the Controlling Shareholders as set out in Part A and Part B of Schedule 2, respectively; and

“**White Form eIPO Service**” means the facility offered by the Company through the H Share Registrar as the service provider designated by the Company allowing investors to apply electronically to subscribe for Hong Kong Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as disclosed in the Prospectus.

## **1.2 Headings**

Headings will be ignored in construing this Agreement.

## **1.3 Third Party Rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of, or enjoy any benefit under, this Agreement.

## **1.4 Recitals and Schedules**

The Recitals and the Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement will include the Recitals and the Schedules.

## **1.5 References**

Except where the context otherwise requires, in this Agreement:

1.5.1 references to “**Clauses**”, “**Recitals**” and “**Schedules**” are to clauses of and recitals and schedules to this Agreement;

1.5.2 whenever the words “**include**”, “**includes**” or “**including**” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”;

1.5.3 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 sub-division of this Agreement;

- 1.5.4 the term “**or**” is not exclusive;
- 1.5.5 references to a statute or statutory provision, or rules or regulations (whether having the force of law) include:
- (i) the same as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement;
  - (ii) any past statute or statutory provision, or rules or regulations (as from time to time modified, re-enacted or consolidated) which such statute or statutory provision, or rules or regulations has directly or indirectly replaced; and
  - (iii) any subordinate legislation made from time to time under that statute or statutory provision which is in force at the date of this Agreement;
- 1.5.6 references to a “**person**” include any individual, company, firm, joint venture, unincorporated association, partnership, government, state or agency of a state (whether or not have a separate legal personality);
- 1.5.7 references to a “**company**” include any company, corporation or body corporate, wherever incorporated or established;
- 1.5.8 the terms “**subsidiary**” and “**holding company**” have the meanings given to them in Part 1 of the Companies Ordinance;
- 1.5.9 references to a document being “**in the agreed form**” means it is in the form agreed from time to time among the Company, the Sole Sponsor and the Sponsor-Overall Coordinator (on behalf of the Hong Kong Underwriters), including all amendments and supplements to it;
- 1.5.10 references to a “**certified copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the legal advisers to the Company;
- 1.5.11 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.5.12 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.5.13 the words “**include**”, “**includes**”, “**including**”, “**in particular**” and words of similar effect will not be deemed to limit the general effect of the words that precede them;
- 1.5.14 references to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm;
- 1.5.15 words denoting any gender include the other gender and words denoting natural persons will include any other persons; and
- 1.5.16 references to the singular include the plural and vice versa.

## **1.6 Several liability**

- 1.6.1 Any provision of this Agreement which is expressed to bind the Appointees, the Hong Kong Underwriters, the International Underwriters or the Underwriters will, save where it is expressly provided otherwise, bind each of them severally and not jointly or jointly and severally.

- 1.6.2 A beneficiary of an obligation may in its absolute discretion release, compound, or compromise or give time or indulgence in relation to the liability of specific co-obligors without in any way prejudicing or affecting its rights against the other co-obligors.

## **2 CONDITIONS**

### **2.1 Conditions**

The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):

- 2.1.1 the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) having received all the conditions precedent documents set out in Part A of Schedule 3 and Part B of Schedule 3 in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator by not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date, respectively or such later time and/or date as the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) may agree;
- 2.1.2 the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Hong Kong Public Offering Documents and the registration by the Registrar of Companies in Hong Kong of the Hong Kong Public Offering Documents, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the board of Directors and having attached to them all necessary consents and documents required by section 342C of the Companies (WUMP) Ordinance (subject to any certificate of exemption granted pursuant to section 342A of the Companies (WUMP) Ordinance) not later than 6:00 p.m. on the Business Day immediately before the Prospectus Date;
- 2.1.3 Admission having occurred and becoming effective (either unconditionally or subject only to the allotment and issue of the 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 Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)) on or before the Listing Date and Admission not subsequently having been withdrawn, cancelled, revoked or withheld prior to the commencement of trading of the H Shares on the Main Board of the Stock Exchange;
- 2.1.4 Admission of the H Shares into CCASS having occurred and become effective (either unconditionally or subject only to the 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 Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)) on or before the Listing Date;
- 2.1.5 the Offer Price having been fixed, and the Price Determination Agreement having been entered into in accordance with Clause 3.1 and the Price Determination Agreement not subsequently having been terminated;

- 2.1.6 the execution and delivery of the International Underwriting Agreement on the Price Determination Date and such agreement not subsequently having been terminated;
- 2.1.7 the obligations of the International Underwriters contained in the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition 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 subsequently having been terminated, prior to 8:00 a.m. on the Listing Date;
- 2.1.8 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;
- 2.1.9 all of the waivers and exemptions (if any) as stated in the Hong Kong Prospectus to be granted by the Stock Exchange or the SFC (as applicable) are granted, and are not otherwise revoked, withdrawn, amended or invalidated prior to 8:00 a.m. on the Listing Date;
- 2.1.10 the Warranties being true, accurate and not misleading as of the date of this Agreement and the dates on which they will be deemed to be repeated under this Agreement (as though they had been given and made on such date by reference to the facts and circumstances then subsisting); and
- 2.1.11 each of the Company and the Controlling Shareholders, having performed and complied with its/his/her obligations under this Agreement on or prior to the respective times and dates by which such obligations must be performed or conditions met.

## **2.2 Undertaking to fulfil Conditions**

Each of the Company and the Controlling Shareholders jointly and severally undertakes to the Sole Sponsor, the Sponsor-Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the CMLs and the Hong Kong Underwriters to fulfil, or procure the fulfilment of, the Conditions and to do such things and take such actions as are necessary to ensure that Admission is obtained and not cancelled or revoked, on or before the relevant time or date specified and, in particular, will furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Sole Sponsor, the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the Registrar of Companies in Hong Kong and the CSRC for the purposes of or in connection with the listing of the H Shares on the Main Board of the Stock Exchange and the fulfilment of the Conditions.

## **2.3 Extension**

The Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may, 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 extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Sole Sponsor and the Sponsor-Overall

Coordinator may determine (in which case the Sole Sponsor and the Sponsor-Overall Coordinator can extend the other dates/deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension may be made after 21 December 2024 (being the date which is 30 days following the Prospectus Date) and any such extension and the new dates or deadlines must be notified by the Sole Sponsor and the Sponsor-Overall Coordinator to the other parties to this Agreement as soon as practicable after each extension is made; or

2.3.2 in respect of the Conditions other than those set out in Clause 2.1.2 to Clause 2.1.9, to waive or modify (in whole or in part and with or without condition(s) attached) any Condition.

## **2.4 Conditions not fulfilled**

Without prejudice to Clause 2.3, if any of the Conditions have not been fulfilled in accordance with their terms on or before the date or time specified without any subsequent extension of time or waiver or modification in accordance with the terms of this Agreement, this Agreement will terminate with immediate effect and Clause 12.2 will apply.

## **2.5 No waiver in certain circumstances**

The Sole Sponsor's, the Sponsor-Overall Coordinator's, the Sole Global Coordinator's, the Joint Bookrunners', the Joint Lead Managers', the Hong Kong Underwriters' or the CMIs' consent to or knowledge of any amendments/supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

# **3 OFFER PRICE**

## **3.1 Determination of Offer Price**

3.1.1 The Company and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) will 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 final price at which the Offer Shares will be offered pursuant to the Global Offering, which price must be not more than HK\$14.40 per Offer Share and, subject to Clause 3.2, is expected to be not less than HK\$12.00 per Offer Share.

3.1.2 If the Company and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) reach agreement on the said price, which is expected to be agreed on 27 November 2024, then the said price will constitute the Offer Price for the purposes of the Global Offering and for this Agreement and the Company and the Sponsor-Overall Coordinator will record the agreement of that price by executing the Price Determination Agreement. If no such agreement is reached or the Price Determination Agreement is not signed by 12.00 noon on 27 November 2024, and there is no extension pursuant to Clause 2.3, the provisions of Clause 2.4 will apply.

## **3.2 Reduction of indicative offer price range or number of Offer Shares**

3.2.1 The Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may, where it deems 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 consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering below that stated in the Prospectus or the indicative offer price range below that permitted under Clause 3.1.1 at any time prior to the morning of the Acceptance Date.

- 3.2.2 Once the decision in Clause 3.2.1 has been made, the Company must, as soon as practicable and in any event not later than the morning of the Acceptance Date:
- (i) cause a notice of the reduction in the number of Offer Shares being offered in the Global Offering or the indicative offer price range to be published on the website of the Stock Exchange and the website of the Company;
  - (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC; and
  - (iii) comply with all Laws applicable to that reduction.
- 3.2.3 Such notice and supplemental prospectus must include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Prospectus and any other financial information which may change resulting from such reduction.

## **4 APPOINTMENTS**

### **4.1 Sponsor-Overall Coordinator, Sole Global Coordinator, Joint Lead Managers and Joint Bookrunners**

The Company confirms and acknowledges its appointment, to the exclusion of all others, of (all in alphabetical order):

- 4.1.1 CLSA, as the Sponsor-Overall Coordinator;
- 4.1.2 CLSA, as the Sole Global Coordinator for the Global Offering;
- 4.1.3 CLSA, ABCI Securities Company Limited, China Everbright Securities (HK) Limited, Futu Securities International (Hong Kong) Limited, ICBC International Securities Limited and TradeGo Markets Limited as the Joint Lead Managers for the Hong Kong Public Offering; and
- 4.1.4 CLSA, China Everbright Securities (HK) Limited, Futu Securities International (Hong Kong) Limited, ICBC International Securities Limited and TradeGo Markets Limited as the Joint Bookrunners for the International Offering,

and each of CLSA, ABCI Securities Company Limited, China Everbright Securities (HK) Limited, Futu Securities International (Hong Kong) Limited, ICBC International Securities Limited and TradeGo Markets Limited, relying on the Warranties, confirms its acceptance of each appointment, on and subject to the terms and conditions of this Agreement.

## **4.2 Sole Sponsor**

The Company confirms and acknowledges its appointment, to the exclusion of all others, of CITICS to act as the Sole Sponsor of the Company in relation to its application for Admission. CITICS, relying on the Warranties, confirms its acceptance of the appointment.

## **4.3 Hong Kong Underwriters and the capital market intermediaries**

The Company appoints, to the exclusion of all others, the Hong Kong Underwriters and CMLs, to underwrite the Hong Kong Public Offering, and each Hong Kong Underwriter and CML, relying on the Warranties, severally (but not jointly or jointly and severally) accepts its appointment, on and subject to the terms and conditions of this Agreement.

## **4.4 Delegation**

4.4.1 Each appointment referred to in Clause 4.1 to Clause 4.3 has been accepted on the basis, and on terms, that each Appointee is irrevocably authorised to delegate all or any of its rights, duties, powers, authorities 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 or the Controlling Shareholders) to any one or more of its Affiliates or any other person.

4.4.2 Each Appointee will remain liable for all acts and omissions of its delegates to which it has delegated the rights, duties, powers, authorities and discretions pursuant to this Clause 4.4 to the extent that it would have been liable hereunder if it had not delegated such rights, duties, powers and/or discretions.

## **4.5 Conferment of authority**

Each of the Company and the Controlling Shareholders confirms that each appointment referred to in Clause 4.1 to Clause 4.3 confers on each Appointee and each of its delegates as referred to in Clause 4.4 all rights, duties, powers, authorities and discretions on behalf of the Company, respectively, which are necessary for, or incidental to, the performance of the Appointee's role as a sponsor, sponsor-overall coordinator, global coordinator, lead manager, bookrunner, capital market intermediary or underwriter (as the case may be) and agrees to ratify and confirm everything which the Appointee or any of its delegates as referred to in Clause 4.4 has done or will do within the scope of its appointment or in the exercise of any of such rights, duties, powers, authorities and discretions.

## **4.6 Sub-underwriting**

A Hong Kong Underwriter can enter into sub-underwriting arrangements in respect of any part of its Hong Kong Underwriting Commitment, provided that it cannot offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or selling restrictions. All commissions payable for any sub-underwriting arrangements will be borne by the Hong Kong Underwriter absolutely.

## **4.7 No liability for Offer Price and Offering Documents**

Without prejudice to the generality of the foregoing and notwithstanding anything contained in this Agreement to the contrary, none of the Appointees and the other Indemnified Parties will have any liability whatsoever to the Company or the Controlling Shareholders or any other person in respect of any loss or damage to any person arising from any transaction

carried out by the Appointees and their respective delegates under Clause 4.4 or any other Indemnified Party, with respect to the following matters (each of the Company and the Controlling Shareholders confirms and accepts that these are solely its/his responsibilities):

- 4.7.1 any alleged insufficiency of the Offer Price or any dealing price of the H Shares; and
- 4.7.2 any of the matters referred to in Clauses 13.1.1 to 13.1.3; and
- 4.7.3 any omission of information from any Offering Documents or any amendment or supplement thereto, or any information or statement of fact or opinion contained therein being or being alleged to be untrue, incorrect, inaccurate or misleading (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard),

and each Indemnified Party can, pursuant to the indemnities contained in Clause 13, recover any Loss incurred, made or suffered as a result of or in connection with any of the foregoing matters.

#### **4.8 No fiduciary relationship**

4.8.1 Each of the Company and the Controlling Shareholders acknowledges and agrees that:

- (i) the Sole Sponsor, in its role as such, is acting solely as sponsor in connection with the Company's application for Admission;
- (ii) the Sponsor-Overall Coordinator, in its role as such, is acting solely as the sponsor-overall coordinator of the Global Offering;
- (iii) the Sole Global Coordinator, in its role as such, is acting solely as global coordinator in connection with the Global Offering;
- (iv) the Joint Lead Managers, in their roles as such, are acting solely as lead managers in connection with the Hong Kong Public Offering;
- (v) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners in connection with the International Offering;
- (vi) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering; and
- (vii) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering.

4.8.2 Each of the Company and the Controlling Shareholders further acknowledges and agrees that:

- (i) each Appointee is acting pursuant to a contractual relationship with the Company and the Controlling Shareholders, in each case entered into on an arm's length basis, and in no event do the parties intend that any Appointee, its delegates or any of them act or be responsible as a fiduciary or adviser to any Group Company or the Controlling Shareholders, their respective management, shareholders or creditors or any other person in connection with any activity that each Appointee, its delegates or any of them may undertake or have undertaken in furtherance of the Global Offering, either before or after the date of this Agreement; and

- (ii) each of the Sole Sponsor, the Sponsor-Overall Coordinator and the CMLs is acting in the capacity as sponsor, sponsor-overall coordinator and capital market intermediary (as applicable) subject to the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code of Conduct**”) and therefore each of the Sole Sponsor, the Sponsor-Overall Coordinator and the CMLs owes certain regulatory duties only to the Stock Exchange and the SFC but not to any other party including the Company and the Controlling Shareholders.
- 4.8.3 Each Appointee expressly disclaims for itself and for each of its delegates any fiduciary, advisory or similar obligations to any Group Company or the Controlling Shareholders, either in connection with any transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions, and each of the Company and the Controlling Shareholders confirms its/his understanding and agreement to that effect.
- 4.8.4 None of the Appointees is advising the Company, the Controlling Shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each of the Company and the Controlling Shareholders must consult its/his own advisers concerning such matters and the Appointees and their respective delegates will have no responsibility or liability to the Company or the Controlling Shareholders with respect thereto.
- 4.8.5 The Company and the Controlling Shareholders, on the one hand, and the Appointees, as applicable, on the other hand, agree that:
- (i) with respect to any transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions,
    - (I) they are each responsible for making their own respective independent judgments; and
    - (II) none of the Appointees has assumed, or will assume, any fiduciary or advisory or other similar responsibility in favour of any Group Company or the Controlling Shareholders,irrespective of whether any of the Appointees have advised or are currently advising any Group Company or the Controlling Shareholders on other matters; and
  - (ii) any opinions or views expressed by the Appointees or their respective delegates, as applicable, to the Company or the Controlling Shareholders regarding any such transactions, process or matters, including any opinions or views with respect to the price or market for the Offer Shares or, more generally, the Shares, do not constitute advice or recommendations to the Company or the Controlling Shareholders (as the case may be); and
  - (iii) the Appointees, as applicable, are acting as principal and not as the agent of any Group Company or the Controlling Shareholders (except and solely, in the case of the Sponsor-Overall Coordinator, for the limited purposes of making payment on behalf of the Company of the Trading Fee to the Stock Exchange, the SFC Transaction Levy to the SFC and the AFRC

Transaction Levy to the AFRC, respectively, as set forth in Clause 6.3.1) nor as the fiduciary or adviser of any Group Company or the Controlling Shareholders.

- 4.8.6 Each of the Company and the Controlling Shareholders waives and releases, to the fullest extent permitted by Laws, any Actions that the Company or the Controlling Shareholders may have against any of the Appointees and/or their respective delegates with respect to any breach or alleged breach of any fiduciary, advisory or other similar duty to the Company or the Controlling Shareholders in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions.
- 4.8.7 Each of the Company and the Controlling Shareholders further acknowledges that each Appointee may be engaged in a broad range of transactions that involve interests that differ from those of the Group or the Controlling Shareholders.

#### **4.9 Several obligations**

- 4.9.1 Any transaction carried out by any of the Appointees pursuant to its appointment under Clause 4.1 to Clause 4.3, as applicable, or by any of its delegates (other than a purchase of any Hong Kong Offer Shares by that Appointee or delegate as principal and any stabilisation activity) will 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 or their respective delegates.
- 4.9.2 The obligations of each Appointee are several (and not joint or joint and several). None of the Appointees under Clause 4.1 to Clause 4.3 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.
- 4.9.3 Notwithstanding the foregoing, each Appointee under Clause 4.1 to Clause 4.1.14.3 can enforce any or all of its rights under this Agreement either alone or jointly with one or more of the other Appointees.

#### **4.10 Advice to the Company**

The Company hereby confirms and acknowledges that each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters has:

- 4.10.1 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;
- 4.10.2 explained the basis of its advice and recommendations to the Company (including any advantages and disadvantages), and among other things, communicated its allocation policy to the Company, and understood that the Company fully understands the factors underlying the allocation recommendations;
- 4.10.3 advised the Company in a timely manner, throughout the period of their respective engagement, of key factors of consideration and how such factors could influence the pricing outcome, allocation and future shareholder or investor base;

- 4.10.4 advised the Company on the information that should be provided to syndicate CMI's 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;
- 4.10.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMI's participating in an initial public offering;
- 4.10.6 advised and guided the Company and the Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering (including but not limited to the provision of information to the Sponsor-Overall Coordinator and the CMI's), and that the Company and the Directors fully understand and undertake to each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters that they have met or will meet these responsibilities;
- 4.10.7 explained the potential concerns and advised the Company against making the decisions where the Company decided not to adopt the Sponsor-Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares;
- 4.10.8 devised a marketing and investor targeting strategy for order generation and advised the Company on adjustment to the strategy, as appropriate, in view of prevailing market conditions and sentiment; and
- 4.10.9 advised the Company of the disclosure of any rebates and preferential treatment.

#### **4.11 Receiving Bank and Nominee**

- 4.11.1 The Company has appointed (i) the Receiving Bank to act as the receiving bank in connection with the Hong Kong Public Offering and (ii) the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case on and subject to the terms and conditions contained in the Receiving Bank Agreement.
- 4.11.2 The Company will procure (i) each of the Receiving Bank and the Nominee 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 its associated transactions; and (ii) the Nominee to hold and deal with such application monies on and subject to the terms and conditions contained in the Receiving Bank Agreement.

#### **4.12 H Share Registrar and White Form eIPO Service**

- 4.12.1 The Company has appointed the H Share Registrar:
  - (i) to provide services in connection with the processing of the Hong Kong Public Offering Applications on and subject to the terms and conditions of the Registrar Agreement; and
  - (ii) to provide services in connection with applications submitted via the White Form eIPO Service.

4.12.2 The Company will procure the H Share Registrar 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 its associated transactions.

## **5 HONG KONG PUBLIC OFFERING**

### **5.1 Hong Kong Public Offering**

5.1.1 The Company will offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and Transaction Levies) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement.

5.1.2 Subject to the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong, the Company will cause the Formal Notice to be published on the Company's website and the Stock Exchange Website on the day(s) specified in Schedule 5 (or such other publications and/or day(s) as agreed by the Company and the Sole Sponsor).

### **5.2 Application Lists**

The Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on that day, provided that in the event of a tropical cyclone warning signal number 8 or above, a "black" rainstorm warning signal and/or Extreme Conditions 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 signals remain 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 will be construed accordingly.

### **5.3 Basis of allocation**

5.3.1 The Company agrees that the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) will have the exclusive right and power, in its sole and absolute discretion, on and subject to the terms and conditions of the Hong Kong Public Offering Documents and this Agreement, to:

- (i) reject or accept in whole or in part any Hong Kong Public Offering Application; and
- (ii) where the number of the Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares, determine the basis of allocation of the Hong Kong Offer Shares.

5.3.2 The Company must, and will procure the Receiving Bank and the H Share Registrar to, provide, as soon as practicable after the close of the Application Lists, the Sponsor-Overall Coordinator with such information, calculations and assistance as the Sponsor-Overall Coordinator may require to determine, among other things:

- (i) in the event of a Hong Kong Public Offering Under-Subscription, the number of the Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications which falls short of the total number of Hong Kong

Offer Shares before adjustment and reallocation pursuant to this Agreement;

- (ii) in the event of a Hong Kong Public Offering Over-Subscription, the number of Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications which exceeds the total number of Hong Kong Offer Shares before adjustment and reallocation in accordance with this Agreement; and
- (iii) the basis of allocation of the Hong Kong Offer Shares.

#### 5.4 Several underwriting commitments

5.4.1 On 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 remain any Hong Kong Offer Shares which have not been validly applied for under Accepted Hong Kong Public Offering Applications or in respect of which payment has not been cleared (a "**Hong Kong Public Offering Under-Subscription**"), the Hong Kong Underwriters (other than a Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by Relevant Hong Kong Public Offering Applications to zero) will, pursuant to this Clause 5.4 but subject to Clause 5.8 and Clause 5.10, apply or procure applications for the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the "**Unsold Hong Kong Offer Shares**") in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making Hong Kong Public Offering Applications and the terms of payment) and will pay or procure to be paid the full amount payable on application (together with the Brokerage, the Trading Fee and the Transaction Levies) in accordance with Clause 5.7.2, provided that:

- (i) the obligations of the Hong Kong Underwriters in respect of the Unsold Hong Kong Offer Shares under this Clause 5.4 will be several (and not joint or joint and several);
- (ii) the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 5.4 will be calculated by applying the formula below (but will not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

$$N = T \times [(C - P)/(AC - AP)]$$

where in relation to such Hong Kong Underwriter:

N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 5.4, subject to such adjustment as the Sponsor-Overall Coordinator may determine to avoid fractional shares;

T is the total number of Unsold Hong Kong Offer Shares determined after any adjustment or reallocation pursuant to Clause 5.9 and Clause 5.10, as applicable;

C is the Hong Kong Underwriting Commitment of such Hong

Kong Underwriter (ignoring any reduction pursuant to Clause 5.5);

P is the number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of that Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after any adjustment or reallocation pursuant to Clause 5.9 and Clause 5.10, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of all the Hong Kong Underwriters; and

the obligations of the Hong Kong Underwriters determined pursuant to this Clause 5.4 may be rounded, as determined by the Sponsor-Overall Coordinator in its sole and absolute discretion, to avoid fractions and odd lots. All parties agree that the determination of the Sponsor-Overall Coordinator of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 5.4 will be final and binding.

5.4.2 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 their respective obligations under this Clause 5.4 or otherwise under this Agreement. Notwithstanding the foregoing, each Hong Kong Underwriter can enforce any or all of its rights under this Agreement, either alone or jointly with the other Hong Kong Underwriters.

## **5.5 Hong Kong Underwriters' set-off**

Each Hong Kong Public Offering Application made or procured to be made by a Hong Kong Underwriter (otherwise than pursuant to Clause 5.7) will off-set the Hong Kong Underwriting Commitment of that Hong Kong Underwriter, subject to the production of evidence to the satisfaction of the Sponsor-Overall Coordinator that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of that Hong Kong Underwriter) and the Hong Kong Public Offering Application has been accepted as an Accepted Hong Kong Public Offering Application. Each such Accepted Hong Kong Public Offering Application reduces the Hong Kong Underwriting Commitment of that Hong Kong Underwriter *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application, until that Hong Kong Underwriter's Hong Kong Underwriting Commitment is reduced to zero. Detailed requirements relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.

## **5.6 Accepted Applications**

The Company agrees that all duly completed and submitted applications received prior to the close of the Application Lists and accepted by the Sponsor-Overall Coordinator pursuant to Clause 5.3, 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 respective obligations under Clause 5.4.

## **5.7 Application and payment for Unsold Hong Kong Offer Shares**

In the event of a Hong Kong Public Offering Under-Subscription:

- 5.7.1 the Sponsor-Overall Coordinator must, subject to receiving the relevant information, calculations and assistance from the Company, the Receiving Bank and the H Share Registrar pursuant to Clause 5.3.2(i), notify each Hong Kong Underwriter as soon as practicable and in any event by 5:00 p.m. on the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up by that Hong Kong Underwriter pursuant to Clause 5.4; and
- 5.7.2 each Hong Kong Underwriter must, as soon as practicable and in any event not later than 12:00 noon on the first Business Day immediately after such notification and subject to the Conditions having been fulfilled or waived in accordance with the terms of this Agreement:
- (i) make applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it, specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each applicant; and
  - (ii) pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it (which will include all amounts on account of the Brokerage, the Trading Fee and the Transaction Levies in accordance with the terms of the Hong Kong Public Offering); and
- 5.7.3 the Company must, as soon as practicable and not later than 9:00 a.m. on 28 November 2024 (being the date specified in the Prospectus for the despatch of share certificates):
- (i) allot and issue to the applicants the Hong Kong Offer Shares to be taken up as aforesaid; and
  - (ii) procure the H Share Registrar to issue and deliver valid share certificates in respect of such Hong Kong Offer Shares to the applicants or, where appropriate, HKSCC Nominees Limited for immediate credit to such CCASS stock accounts as will be notified by the Sponsor-Overall Coordinator to the Company, in each case in compliance with Clause 6.1.

## **5.8 Sponsor-Overall Coordinator may make applications**

In the event of a Hong Kong Public Offering Under-Subscription, the Sponsor-Overall Coordinator will have the right (to be exercised at its sole and absolute discretion and in relation to which it is under no obligation to exercise) to apply or procure applications for (subject to and in accordance with the Hong Kong Public Offering Documents and this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to subscribe or procure subscription pursuant to Clause 5.4. Any application submitted or procured to be submitted by the Sponsor-Overall Coordinator pursuant to this Clause 5.8 in respect of which payment is made *mutatis mutandis* in accordance with Clause 5.7 will satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 5.4, but will not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

## **5.9 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

available for subscription under the Hong Kong Public Offering (a “**Hong Kong Public Offering Over-Subscription**”), then:

- 5.9.1 subject to any required reallocation as set forth in Clause 5.9.2 and provisions set out in Chapter 4.14 of the Stock Exchange’s Guide for New Listing Applicants, the Sponsor-Overall Coordinator, may (but will have no obligation to), in its sole and absolute discretion, 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 Sponsor-Overall Coordinator may in its sole and absolute discretion determine, and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and
- 5.9.2 if the Hong Kong Public Offering Over-Subscription represents a subscription of (a) 15 times or more but less than 50 times, (b) 50 times or more but less than 100 times or (c) 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 13,187,200, 17,582,800 and 21,978,400 Offer Shares, respectively, representing approximately 30% (in the case of (a) above), 40% (in the case of (b) above) or 50% (in the case of (c) above), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option).

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 will be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

## **5.10 Reallocation from the Hong Kong Public Offering to the International Offering**

In the event of a Hong Kong Public Offering Under-Subscription, the Sponsor-Overall Coordinator may (but will have no obligation to), in its sole and absolute discretion, reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available the reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters may be reduced in such manner and proportions as the Sponsor-Overall Coordinator may, in its sole and absolute discretion, determine. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Unsold Hong Kong Offer Shares which have been reallocated to the International Offering.

## **5.11 Hong Kong Underwriters’ obligations cease**

All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease following payment by or on behalf of the Hong Kong Underwriters in accordance

with Clause 5.7 or Clause 5.8 or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement).

## **5.12 Implementation of the Hong Kong Public Offering**

Without prejudice to the foregoing obligations, the Company and the Controlling Shareholders jointly and severally undertake with each Appointee to take all such actions 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 to facilitate the Admission and to enable such listing to be maintained thereafter for at least two years after the Listing Date except following an offer (within the meaning of the Hong Kong Code on Takeovers and Mergers) for the Company becoming unconditional, including in particular, effecting all necessary registrations and/or required filings with the Stock Exchange, HKSCC, the SFC, the CSRC, the Registrar of Companies in Hong Kong, and the Company will take all necessary steps to ensure that each of the Directors shall duly sign or cause to be duly signed on their behalf all documents required by applicable Laws and regulations to be signed by them as Directors for the purpose of or in connection with any such registrations and/or filings or the obtaining of listing of and permission to deal in the H Shares on the Stock Exchange.

## **6 ALLOTMENT AND PAYMENT**

### **6.1 Issue of Hong Kong Offer Shares**

The Company must, as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event by no later than 9:00 a.m. on 28 November 2024 (being the date specified in the Prospectus for the despatch of share certificates):

- 6.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless 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 and this Agreement to the applicants specified in the Accepted Hong Kong Public Offering Applications and in the numbers specified by the Sponsor-Overall Coordinator on terms that they rank *pari passu* in all respects 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;
- 6.1.2 procure the H Share Registrar to enter the names of the applicants (or, where appropriate, HKSCC Nominees Limited) in the register of members of the Company accordingly (without payment of any registration fee); and
- 6.1.3 procure the H Share Registrar to issue and despatch, or deliver or release, share certificates in respect of the Accepted Hong Kong Public Offering Applications (in a form complying with the Listing Rules and in such number and denomination as directed by the Sponsor-Overall Coordinator) to the applicants or, where appropriate, HKSCC Nominees Limited for immediate credit to such CCASS stock accounts as will be notified by the Sponsor-Overall Coordinator to the Company or make them available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents.

## **6.2 Payment to the Company**

- 6.2.1 Subject to this Agreement not having been terminated and the terms of the Receiving Bank Agreement, the Sponsor-Overall Coordinator will issue a written confirmation to the Nominee on the Listing Date at or around 9:30 a.m. that the Conditions have been fulfilled (or waived). Subject to Clause 6.2.2 and upon the Nominee receiving the confirmation, the application monies received in respect of Accepted Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company in accordance with the Receiving Bank Agreement by wire transfer to the account in Hong Kong specified by the Company and notified to the Sponsor-Overall Coordinator in writing as soon as practicable after the signing of this Agreement (but in any event by no later than the Price Determination Date) in immediately available funds.
- 6.2.2 The Company irrevocably and unconditionally authorises the Sponsor-Overall Coordinator to direct the Nominee to deduct from the application monies (before payment of the application monies to the Company as provided in Clause 6.2.1) and pay to the Sponsor-Overall Coordinator (and where a person other than the Sponsor-Overall Coordinator is entitled to any amount so deducted, such amount will be received by the Sponsor-Overall Coordinator on behalf of that person) all amounts payable by the Company pursuant to Clause 6.3 and Clause 7.
- 6.2.3 To the extent that the amounts deducted by the Nominee under Clause 6.2.2 are insufficient to cover, or the Nominee does not or will not deduct the sum required in Clause 6.2.2, the Company must, and the Controlling Shareholders must procure the Company to, pay or cause to be paid in full the shortfall or the amounts not so deducted, as applicable, as soon as possible after the Listing Date and forthwith upon demand by the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) or by the relevant party entitled to the amount payable by the Company.
- 6.2.4 The net amount the Company will be entitled to receive pursuant to this Clause 6.2 and the Receiving Bank Agreement will (if applicable) be calculated after allowing for applicants under the Hong Kong Public Offering to a refund of application monies if the Global Offering is terminated.

## **6.3 Brokerage, Trading Fee and Transaction Levies**

- 6.3.1 The Company irrevocably and unconditionally authorises the Sponsor-Overall Coordinator to, and the Sponsor-Overall Coordinator will, direct the Nominee to deduct and pay on behalf of:
- (i) all successful applicants under the Hong Kong Public Offering (a) to the persons entitled to receive it the Brokerage, (b) to the Stock Exchange the Trading Fee, (c) to the SFC the SFC Transaction Levy and (d) to the AFRC the AFRC Transaction Levy, in each case in respect of the Accepted Hong Kong Public Offering Applications; and
  - (ii) the Company (a) to the Stock Exchange the Trading Fee, (b) to the SFC the SFC Transaction Levy and (c) to the AFRC the AFRC Transaction Levy, in each case 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.

- 6.3.2 The respective entitlements of each Hong Kong Underwriter to the Brokerage will be paid as separately agreed between the Sponsor-Overall Coordinator and the Hong Kong Underwriters.

#### **6.4 Refund payments**

The Company will procure, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominee and the H Share Registrar (as the case may be) to pay refunds of application monies, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are entitled to receive refunds of application monies (in whole or in part) in accordance with the Hong Kong Public Offering Documents.

#### **6.5 Separate bank account**

The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications will be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

#### **6.6 No responsibility for default**

The Company acknowledges and agrees that none of the Appointees has any liability whatsoever under Clause 6 or Clause 7 or otherwise for any default by the Nominee or the H Share Registrar or any other application or otherwise of funds.

### **7 COMMISSIONS AND COSTS**

#### **7.1 Underwriting commission**

7.1.1 Subject to this Agreement having become unconditional and not having been terminated under its terms, the Company will pay the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3.8 per cent. of the Reference Hong Kong Public Offering Amount (the "**Underwriting Commission**"), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission shall be set out in the International Underwriting Agreement. The Company acknowledges and confirms that it has been advised by the Sponsor-Overall Coordinator the market's practice on the ratio of the fixed and discretionary fees to be paid to the syndicate CMLs.

7.1.2 The Company may, at its sole and absolute discretion, elect to pay to the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) a discretionary incentive fee of up to 1.5 per cent. of the Reference Hong Kong Public Offering Amount (the "**Discretionary Incentive Fee**"). The respective entitlements of the Hong Kong Underwriters to any Discretionary Incentive Fee and the payment schedule of any Discretionary Incentive Fee shall be set out in the International Underwriting Agreement.

#### **7.2 Sponsor fee and other fees and expenses**

If for any reason this Agreement is terminated or will not become unconditional or, for any other reason, the Global Offering is not completed, the Company will not be liable to pay

any underwriting commission or incentive fee pursuant to Clause 7.1, but the Company remains liable to pay the sponsor fee and other fees and expenses of such amount and in such manner as previously separately agreed between the Company and the Sole Sponsor pursuant to and in accordance with the terms of the Sole Sponsor and Sponsor-Overall Coordinator Mandate.

### **7.3 Costs of the Company**

7.3.1 All costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the H Shares on the Stock Exchange, this Agreement and the transactions contemplated thereby or in this Agreement, including the following:

- (i) the underwriting commissions and incentive fees (if any);
- (ii) the engagement fees of the Sole Sponsor;
- (iii) fees and expenses of all the legal advisers to the Company;
- (iv) fees and expenses of all the legal advisers to the Underwriters;
- (v) fees and expenses of the Reporting Accountants;
- (vi) fees and expenses of the Receiving Bank and the Nominee;
- (vii) fees and expenses of the H Share Registrar;
- (viii) fees and expenses of the Internal Control Consultant;
- (ix) fees and expenses of the Industry Consultant;
- (x) fees and expenses of the Property Valuer;
- (xi) fees and expenses of all the translators;
- (xii) fees and expenses of any public relations consultants;
- (xiii) fees and expenses of other agents and advisers of the Company;
- (xiv) fees and expenses in connection with the application for, and the maintenance of, the listing of the H Shares on the Stock Exchange;
- (xv) fees and expenses in connection with the filing or registration of any document, or any amendment or supplemental thereto, with any Authority, including the Stock Exchange, the SFC, the Registrar of Companies in Hong Kong and the CSRC;
- (xvi) fees, costs and expenses in connection with any roadshow, press conference, investor education and pre-marketing activities incurred for the Company relating to the Global Offering;
- (xvii) costs and expenses in connection with printing and advertising in relation to the Global Offering, including that of the financial printer;
- (xviii) costs and expenses in connection with preparing, despatching and distributing the Offering Documents, and all amendments and supplements thereto, in all relevant jurisdictions;

- (xix) fees, costs and expenses for printing and distribution of research reports and in connection with conducting the syndicate analysts' briefing and other presentations;
- (xx) costs and expenses in connection with preparing, printing, delivering, despatching and distributing (including transportation, packaging and insurance) share certificates, letters of regret and refund payments (if applicable);
- (xxi) all capital duty (if any), premium duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement;
- (xxii) all travelling, accommodation, telecommunications, postage and other out-of-pocket expenses incurred by the Appointees or any of them or on their or its behalf under this Agreement or in connection with the Global Offering, subject to, if any, the Sole Sponsor and Sponsor-Overall Coordinator Mandate and the CMI Mandates, as the case may be;
- (xxiii) the Trading Fee and the Transaction Levies payable by the Company, and all capital 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;
- (xxiv) CCASS fees payable in connection with the Global Offering; and
- (xxv) all out-of-pocket expenses reasonably incurred (including costs and expenses in connection with conducting company and litigation searches in connection with the Global Offering) by each Appointee and its delegates in connection with the Global Offering which are not otherwise specifically provided for in this Clause 7.3

will be borne by the Company, and the Company will, and the Controlling Shareholders will procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation in accordance with the respective engagement letters between the Company and such party (as applicable), subject to Clause 6.2.

7.3.2 All costs and expenses remain payable if the Global Offering does not proceed.

7.3.3 If this Agreement is rescinded or terminated or does not become unconditional or, for any other reason, the Global Offering does not proceed, the Company will not be liable to pay the Underwriting Commission or Discretionary Incentive Fee under Clause 7.1, but the Company must, and the Controlling Shareholders will procure the Company to, pay or reimburse or cause to be paid or reimbursed:

- (i) all costs, expenses, fees, charges and Taxation referred to in Clause 7.3 which have been incurred or are liable to be paid by any Appointee; and
- (ii) all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 7.2,

in each case forthwith upon demand by any Appointee or the relevant party which incurred such costs, expenses, fees, charges and Taxation, as the case may be.

#### **7.4 Costs of Appointees**

Save as set out in this Clause and subject to Clause 13, the Company will not be liable to reimburse any Appointee for any cost, expense, fee, charge or Taxation incurred by it in connection with or incidental to the Global Offering, the listing of the H Shares on the Stock Exchange, this Agreement or the transactions contemplated thereby or hereby.

#### **7.5 Time of payment of costs**

All commissions, fees, costs, charges and expenses referred to in this Clause 7 (if not so deducted pursuant to Clause 6.2 and Clause 6.3) shall be payable by the Company within seven days upon written demand by the Sole Sponsors, the Sponsor-Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMI's or by the relevant party incurring the commissions, fees, costs, charges or expenses, or otherwise in accordance with the engagement letter or agreement between the relevant party and the Company. All payments to be made by the Company under this Clause 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.

### **8 STABILISATION**

#### **8.1 Stabilising Manager**

8.1.1 The Company appoints CLSA, to the exclusion of all others, as the Stabilising Manager in connection with the Global Offering. The Stabilising Manager, or any duly authorized person acting for it, in connection with the Global Offering, for its own account as principal or on behalf of any Hong Kong Underwriter, may (but with no obligation to and not as agent for the Company or the Controlling Shareholders) purchase, over-allocate or effect any other transaction in the market or otherwise take such other actions with a view to supporting the market price of the H Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date ("**stabilising action**"), provided that the Stabilising Manager must comply with the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance and all other applicable Laws. Any stabilisation action, if taken, may be discontinued at any time without notice.

8.1.2 The Stabilising Manager may, in its sole and absolute discretion, appoint any of its Affiliates and/or any other persons to be its agent for the purposes of taking any stabilising action, with such authorities and rights as the Stabilising Manager has pursuant to this Clause 8.1.

#### **8.2 Stabilising losses and profits**

8.2.1 Any liability, cost, expense, fee, loss, charges or Taxation resulting from any stabilising action (including over-allocation) will be debited from, and any profit arising from any stabilising action will be credited by the Stabilising Manager to, a stabilisation account. Arrangements regarding the stabilisation account will be a matter exclusively for the Sponsor-Overall Coordinator, the Hong Kong Underwriters and the International Underwriters governed by the Intersyndicate Agreement, or otherwise as agreed among them.

8.2.2 The Company will not be responsible for any liability, cost, expense, fee, loss, charges or Taxation, and will not be entitled to any profit, arising from stabilising actions activities and transactions effected by the Stabilising Manager or its agent pursuant to Clause 8.2.1.

### **8.3 No stabilisation action by anyone other than the Stabilising Manager**

Each of the Company, the Controlling Shareholders and the Appointees (in each case other than the Stabilising Manager) undertakes to each Appointee (other than itself) that it/he will not, and will cause, as the case may be, (a) each of its directors, officers, employees and Affiliates, (b) each of the directors, officers and employees of each of its Affiliates, and (c) any person acting on its behalf or on the behalf of any of the persons referred to in (a) or (b), not to:

8.3.1 take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in the stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise;

8.3.2 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

8.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager 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 and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 8.3.

## **9 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE COMPANY AND THE CONTROLLING SHAREHOLDERS**

### **9.1 Warranties**

9.1.1 The Company represents, warrants and undertakes with respect to each of the Warranties in Part A of Schedule 2, and each of the Controlling Shareholders represents, warrants and undertakes with respect to each of the Warranties in Part A and Part B of Schedule 2, to each Appointee that each of the Warranties is true, accurate and not misleading on the terms set out in this Clause.

9.1.2 Each of the Company and the Controlling Shareholders acknowledges that each Appointee is entering into this Agreement in reliance upon the Warranties made by them respectively.

9.1.3 Each Warranty will be construed separately and independently and will not be limited or restricted by reference to or inference from the terms of any of the other Warranties or any other term of this Agreement.

### **9.2 Repetition of Warranties**

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

will be deemed to have been repeated, and shall remain true and accurate and not misleading as of each of the dates or times specified below, in each case with reference to the facts and circumstances then subsisting:

- 9.2.1 on the date of the registration of the Prospectus by the Registrar of Companies in Hong Kong;
- 9.2.2 on the Prospectus Date and the dates of the supplemental Prospectus(es) (if any);
- 9.2.3 on the Acceptance Date;
- 9.2.4 on the Price Determination Date;
- 9.2.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
- 9.2.6 immediately prior to (a) the applications by the Sponsor-Overall Coordinator or any other Hong Kong Underwriter or CMLs and (b) the payment by the Sponsor-Overall Coordinator or any other Hong Kong Underwriter or CMLs for the Hong Kong Offer Shares to be taken up by them, respectively, pursuant to Clause 5.4, Clause 5.7 or Clause 5.8 (as the case may be);
- 9.2.7 on the Announcement Date;
- 9.2.8 immediately prior to 8:00 a.m. on the Listing Date; and
- 9.2.9 immediately prior to the commencement of dealings in the H Shares on the Stock Exchange.

### **9.3 Separate Warranties**

Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

### **9.4 Notice of breach of Warranties**

Each of the Company and the Controlling Shareholders undertakes to forthwith notify the Sole Sponsor and the Sponsor-Overall Coordinator (on behalf of the Hong Kong Underwriters) in writing if it comes to its/his knowledge that any of its/his respective Warranties is untrue, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates or times specified in Clause 9.2 or if it/he becomes aware of any event or circumstance which would or might cause any of its/his respective Warranties to become untrue, inaccurate or misleading in any respect and any significant new factors likely to affect the Global Offering which come to the attention of the Company and the Controlling Shareholders.

### **9.5 Undertaking not to breach Warranties**

Each of the Company and the Controlling Shareholders undertakes to each Appointee not to, and to procure each Group Company not to, do or omit to do anything or permit to occur any event which would or might render any of its/his respective Warranties untrue, inaccurate or misleading in any respect at any time up to the last to occur of the dates or times specified in Clause 9.2 or which could materially and adversely affect the Global Offering.

## 9.6 Remedial action and announcements

9.6.1 Each of the Company and the Controlling Shareholders will notify the Sole Sponsor and the Sponsor-Overall Coordinator 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 or times on which its/his respective Warranties are deemed to be given pursuant to the provisions of Clause 9.2:

- (i) any event occurs or any circumstance exists which renders or could render untrue or inaccurate or misleading in any respect any of the Warranties, or result in any breach of the representations, warranties or undertakings given by any of the Company or the Controlling Shareholders, 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 occurs or any circumstance exists which requires or could require the making of any change to any Offering Document so that the Offering Document would not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements in there, in the light of the circumstances under which they were made, not misleading; or
- (iii) it becomes necessary or desirable for any other reason to amend or supplement any Offering Document; or
- (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering arises,

and in each of the cases described in sub-Clause (i) to sub-Clause (iv), the Company, at its own expense, must promptly take such remedial action as may be required by the Sole Sponsor and/or the Sponsor-Overall Coordinator, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to any Offering Document as the Sole Sponsor and the Sponsor-Overall Coordinator may require and supplying the Sole Sponsor and the Sponsor-Overall Coordinator and such persons as they may direct, with such number of copies of such amendments or supplements as they may require, provided that the Company will obtain the written consent of the Sole Sponsor and the Sponsor-Overall Coordinator prior to the publication or distribution of such amendment or supplement, provided, however, that any approval by the Sole Sponsor or the Sponsor-Overall Coordinator of any amendment or supplement to the Offering Documents or the CSRC Filings, and any delivery to investors of such amendment or supplement to the Offering Documents or any of them, shall not (i) constitute a waiver or modification of any conditions to the obligations of the Hong Kong Underwriters under this Agreement or (ii) result in the loss of the Sole Sponsor's, the Sponsor-Overall Coordinator's, the Sole Global Coordinator's, the Joint Bookrunners', the Joint Lead Managers', the Hong Kong Underwriters' or the Capital Market Intermediaries' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise). Without prejudice to the foregoing, each of the Company and the Controlling Shareholders agrees not to make any amendment or

supplement to any Offering Document without the prior written approval of the Sponsor-Overall Coordinator.

9.6.2 If any matter or event referred to in Clause 9.6.1 occurs, nothing in this Agreement will prejudice any rights that any Appointee may have in connection with the occurrence of such matter or event, including any rights arising under Clause 12 or Clause 13.

## **9.7 Knowledge of the Company and the Controlling Shareholders**

A reference in this Clause 9 or in Part A or Part B of Schedule 2 to the Company's or the Controlling Shareholders' knowledge, information, belief or awareness or any similar expression will be deemed to (a) refer to the knowledge of the directors of the Company, Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin, Ms. Wang Na, the general partner of Jinmeng Partnership, the general partner of Jinyuan Partnership, the general partner of Jinlong Partnership and the directors of Tianjin Yuanjinmeng (as the case may be), who will be deemed to have knowledge of such matters as they would have discovered had they made all due and careful enquiries, and (b) include an additional statement that the directors of the Company, Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin, Ms. Wang Na, the general partner of Jinmeng Partnership, the general partner of Jinyuan Partnership, the general partner of Jinlong Partnership and the directors of Tianjin Yuanjinmeng (as the case may be) have used their respective best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects. Notwithstanding that any Appointee has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Appointees under this Clause will not be prejudiced by such knowledge, investigation and/or enquiry.

## **9.8 Obligations personal**

The obligations of each of the Company and the Controlling Shareholders under this Agreement will be binding on each of their respective personal representatives or their successors in title.

## **9.9 Release of obligations**

Any Appointee may in its sole and absolute discretion release, compound or compromise or give time or indulgence in relation to the liability of another Appointee without in any way prejudicing or affecting its rights against the other Appointees under the same or a similar liability.

## **9.10 Consideration**

The Company and the Controlling Shareholders have entered into this Agreement, and agreed to give the representations, warranties, undertakings and indemnities in this Agreement, in consideration of the Appointees agreeing to enter into this Agreement.

## **9.11 Amendment or supplement**

For the purpose of this Clause 9, if an amendment or supplement to any Offering Documents is published after the date of this Agreement, the representations, warranties, agreements and undertakings relating to any such documents given pursuant to this Clause 9 will be deemed to be repeated on the date of publication of each amendment or supplement, and when so repeated, the representations, warranties, agreements and undertakings relating to such documents will be read and construed subject to the

provisions of this Agreement as if the references therein to such documents include such documents when read together with such amendment or supplement.

#### **9.12 Full force**

The Warranties will 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. Nothing in this Agreement will affect the on-going nature of the Warranties.

## **10 RESTRICTIONS ON ISSUE, DISPOSAL OR BUY-BACK OF SECURITIES**

### **10.1 Lock-up on the Company**

10.1.1 The Company undertakes to each Appointee not to (except for the offer, allotment and issue of the Offer Shares pursuant to the Global Offering, including pursuant to any exercise of the Over-allotment Option), and to procure that each of the Group Companies shall not, at any time during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the “**First Six-Month Period**”), without the prior written consent of the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- (i) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, hedge, 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 contract or agree to transfer or dispose of or create an Encumbrance over, or repurchase, either directly or indirectly, conditionally or unconditionally, any Shares or any other securities of the Company 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 subscribe for or purchase, any Shares or any other equity securities of the Company);
- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or any other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to subscribe for or purchase, any Shares or any other equity securities of the Company);
- (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 10.1.1(i) or Clause 10.1.1(ii); or
- (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 10.1.1(i), Clause 10.1.1(ii) or Clause 10.1.1(iii),

in each case, whether the transaction is to be settled by delivery of Shares or such other securities of the Company or in cash or otherwise (whether or not the allotment or issue of Shares or such other securities of the Company will be completed within the First Six-Month Period).

10.1.2 In the event that, during the period of six months immediately following the expiry of the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified in Clause 10.1.1(i), Clause 10.1.1(ii) or Clause 10.1.1(iii) or offers to or agrees to or announces any intention to effect any such transaction, the Company undertakes to take all reasonable steps to ensure that any such transaction, offer, agreement or announcement will not create a disorderly or false market in the Shares or any other securities of the Company.

## **10.2 Maintenance of public float**

10.2.1 The Company undertakes to each Appointee that it will comply with the minimum public float requirements specified in the Listing Rules or in any waiver granted to the Company and not revoked by the Stock Exchange (the “**Minimum Public Float Requirement**”).

10.2.2 The Company further undertakes to each Appointee that it will not agree to or effect any purchase of H Shares which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the Minimum Public Float Requirement on or before the first anniversary of the Listing Date.

## **10.3 Controlling Shareholders to procure the Company to comply with undertakings**

Each of the Controlling Shareholders undertakes to each Appointee to procure the Company to comply with the undertakings given by the Company in this Clause 10.

## **10.4 Lock-up on the Controlling Shareholders**

Each of the Controlling Shareholders undertakes to the Company and each Appointee that (except for the offer and issue of the Offer Shares pursuant to the Global Offering, including pursuant to any exercise of the Over-allotment Option), without the prior written consent of the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

10.4.1 he/it will not, during the First Six-Month Period,

- (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, hedge, 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 any other securities of the Company or any interest in any of the foregoing (including 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 other securities of the Company) beneficially owned by him/it as of the Listing Date (the “**Locked-up Securities**”); 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 of any Locked-up Securities; or

- (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 10.4.1(i) or Clause 10.4.1(ii) above; or
- (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 10.4.1(i), Clause 10.4.1(ii) or Clause 10.4.1(iii) above,

in each case, whether the transaction is to be settled by delivery of Shares or such other securities of the Company or in cash or otherwise (whether or not the transaction will be completed within the First Six-Month Period);

10.4.2 he/it will not, at any time during the Second Six-Month Period, enter into any of the transactions specified in Clause 10.4.1(i), Clause 10.4.1(ii) or Clause 10.4.1(iii) in respect of any Locked-up Securities or offer to or agree to or announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, he/it will cease to be a “controlling shareholder” (as defined under the Listing Rules) of the Company; and

10.4.3 until the expiry of the Second Six-Month Period, in the event that it enters into any of the transactions specified in Clause 10.4.1(i), Clause 10.4.1(ii) or Clause 10.4.1(iii) above in respect of any Locked-up Securities or offers to or agrees to or announces any intention to effect any such transaction, he/it will take all reasonable steps to ensure that any such transaction, offer, agreement or announcement will not create a disorderly or false market in the Shares or any other securities of the Company.

## **10.5 Full force**

The undertakings in this Clause 10 will remain in full force and effect notwithstanding the completion of Global Offering.

## **11 FURTHER UNDERTAKINGS**

The Company undertakes to each Appointee that it will, and each of the Controlling Shareholders undertakes to each Appointee that he/it will procure that the Company will:

### **11.1 Global Offering**

comply with, and has duly complied with, the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, Companies (WUMP) Ordinance, the Listing Rules or the CSRC Rules and all requirements of the Stock Exchange, the SFC or the CSRC or any PRC Authority or other applicable Laws or other Authorities in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including:

- 11.1.1 doing all such acts and things as are necessary or desirable to ensure that Admission occurs and is not subsequently withdrawn, cancelled or revoked;
- 11.1.2 making all necessary Approvals and Filings (including the CSRC Filings and relevant filings to the CSRC following the completion of the Global Offering) with the Registrar of Companies in Hong Kong, the Stock Exchange and the CSRC;
- 11.1.3 making available for the display of the documents referred to in the section headed “Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display” in Appendix VIII to the Prospectus for the period stated therein;

- 11.1.4 procuring that (a) the H Share Registrar will comply in all respects with the terms of its appointment under the terms of the Registrar Agreement, (b) each of the Receiving Bank and the Nominee will comply in all respects with the terms of their respective appointments under the terms of the Receiving Bank Agreement, and (c) each of the H Share Registrar, the Receiving Bank and the Nominee will 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 in this Agreement (including any instructions or requests from the Sponsor-Overall Coordinator);
- 11.1.5 procuring that the H Share Registrar will perform its obligations in connection with the White Form eIPO Service and comply with the agreement between themselves, all applicable Laws (including the Guidelines for Electronic Public Offerings published by the SFC and the Operational Procedures for eIPO Applications Submitted via Banks/Stockbrokers issued by the Federation of Share Registrars Limited) and any reasonable instructions from the Sponsor-Overall Coordinator in connection with the White Form eIPO Service;
- 11.1.6 procuring that none of the Directors, Supervisors and their respective Associates will himself (or through a company controlled by him) apply for any Hong Kong Offer Share either in his own name or through nominees unless permitted to do so under the Listing Rules and having obtained the prior written confirmation from the Stock Exchange to that effect;
- 11.1.7 without prejudice to Clause 11.1.6, (i) procuring that no “connected person”, “core connected person” (as defined in Chapter 1 of the Listing Rules) or existing shareholders of the Company or their close associates (as defined in the Listing Rules) will itself (or through a company controlled by it) apply for any Hong Kong Offer Share either in its own name or through nominees unless permitted to do so under the Listing Rules and having obtained the prior written confirmation from the Stock Exchange to that effect, and if the Company becomes aware of any application or indication of interest for any Hong Kong Offer Share by any connected person, core connected person, existing shareholder or their close associate or controlled company or nominee, it will forthwith notify the Sole Sponsor and the Sponsor-Overall Coordinator (on behalf of the Hong Kong Underwriters); (ii) not directly or indirectly, and procure that none of the connected persons or existing shareholders of the Company or their close associates shall, 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 (iii) make due and careful enquiries as to whether there is any such application, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any of the above persons, it shall forthwith notify the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters);
- 11.1.8 procuring that , with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investor Agreement, it will not, and will procure that no member of the Group and any of their respective affiliates, directors, supervisors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares pursuant to any Cornerstone Investor Agreements or otherwise engage in

any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Stock Exchange's Guide for New Listing Applicants;

- 11.1.9 at the request of the Sponsor-Overall Coordinator, using its best efforts to procure that the arrangements provided for in the Receiving Bank Agreement and the Registrar Agreement be varied and/or supplemented in the manner requested by the Sponsor-Overall Coordinator in case of an unexpectedly high volume of applications under the Hong Kong Public Offering;
- 11.1.10 not to, and procuring each Group Company and/or any of their respective directors, officers, Affiliates or agents not to, provide any material information, including forward-looking information (whether qualitative or quantitative), which is not reasonably expected to be included in the Prospectus, the Preliminary Offering Circular and the Final Offering Circular and which is not publicly available to any research analyst of the Sponsor-Overall Coordinator and of each of the Underwriters at any time up to or on the date falling 40 days after the Price Determination Date;
- 11.1.11 cooperating with and giving every assistance, and procuring each Group Company, the Controlling Shareholders, 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, in a timely manner, cooperate with and give assistance to each of the Appointees to (i) facilitate its performance of its duties, and meet its obligations and responsibilities under all applicable Laws (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct (including without limitation all materials and information as specified under paragraphs 21.3 and 21.4 of the Code of Conduct), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof) and the CSRC Rules, and (ii) facilitate Sponsor-Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the CMLs and the Hong Kong Underwriters to identify investors to whom the allocation of H Shares would be subject to restrictions or require prior consent from the Stock Exchange under the Listing Rules;
- 11.1.12 documenting the rationale behind its decision on allocation and pricing, in particular where the decision is contrary to or deviates from the advice, recommendation(s) and/or guidance of the Sponsor-Overall Coordinator;
- 11.1.13 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering 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 Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters);
- 11.1.14 from the date hereof until 5:00 p.m. on the date which is the thirtieth Business Day after the Prospectus Date, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its registered share capital, nor (ii) changing or altering its capital structure;

11.1.15 procuring that all of the net proceeds received by it pursuant to the Global Offering will be used in the manner specified in the section headed "Future Plans and Use of Proceeds" in the Prospectus, unless otherwise agreed to be changed (such change to be in compliance with the applicable Listing Rules and the requirements of the Stock Exchange) with the consent of the Sole Sponsor and the Sponsor-Overall Coordinator, and the Company shall provide reasonable prior notice and the details of such change to the Sole Sponsor and the Sponsor-Overall Coordinator;

11.1.16 obtaining and maintaining all Approvals and Filings (if any) required in the PRC by the Company to acquire its required foreign currency;

## **11.2 Information**

provide to the Appointees all such information known to it or which on due and careful enquiry ought to be known to it and whether relating to any Group Company or the Controlling Shareholders or otherwise as may be required by the Sole Sponsor and the Sponsor-Overall Coordinator (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 the requirements of the Stock Exchange or the SFC or the CSRC or any other relevant Authority);

## **11.3 Restrictive covenants**

not, and procure that no other Group Company will:

11.3.1 at any time after the execution of this Agreement up to and including the Listing Date, do or omit to do anything which causes or could reasonably be expected to cause any of the Warranties to be inaccurate, untrue or misleading in any respect at any time;

11.3.2 enter into any commitment or arrangement which could reasonably be expected to adversely affect the Global Offering;

11.3.3 take any steps which, in the reasonable opinion of the Sponsor-Overall Coordinator or the Sole Sponsor, would be materially inconsistent with any statement or expression of fact, policy, expectation or intention in the Prospectus;

11.3.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank or the Nominee without the prior written consent of the Sole Sponsor and the Sponsor-Overall Coordinator;

11.3.5 except that the Articles of Association will become effective upon the Listing Date, at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other member of the Group, including, without limitation, the Articles of Association; or

11.3.6 without the prior written approval of the Sole Sponsor and the Sponsor-Overall Coordinator (for itself 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 the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents, any written materials

agreed between the Company, the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) to be made available during any selective marketing of the Offer Shares or as otherwise provided pursuant to the provisions of this Agreement;

#### **11.4 Maintaining listing**

use its best endeavours to maintain the listing of, and will refrain from taking any action that could jeopardise the listing status of, its H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least two years after the Listing Date 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 and Mergers) for the Company becoming unconditional;

#### **11.5 Legal and regulatory compliance**

comply with all applicable Laws (including the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including:

- 11.5.1 delivering to the Stock Exchange as soon as practicable the declaration to be signed by the Company in the form set out in Regulatory Forms, Form F of the Listing Rules;
- 11.5.2 procuring that the audited consolidated financial statements of the Group Companies for each of the financial years ending 31 December 2024, 2025 and 2026 will be prepared on a basis consistent in all material 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 Prospectus;
- 11.5.3 strictly adhering to the planned application of the net proceeds from the Global Offering as described in the Prospectus under the section headed “Future Plans and Use of Proceeds”;
- 11.5.4 complying with the CSRC Filing Rules, the Listing Rules, Part XIVA of the Securities and Futures Ordinance, the Stock Exchange’s rules, guidance or other requirements in connection with the announcement and dissemination to the public any information required by the Stock Exchange, the SFC, the CSRC and any other Authority to be announced and disseminated to the public, including under certain circumstances, information affecting the information contained in the profit and working capital forecast submitted to the Stock Exchange, provided that the Company shall give the Sole Sponsor and the Sponsor-Overall Coordinator not less than three Business Days’ notice and give the Sole Sponsor and the Sponsor-Overall Coordinator reasonable opportunity to review and comment on such announcement prior to such issuance;
- 11.5.5 providing to the Sponsor-Overall Coordinator (on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sponsor-Overall Coordinator may require;

- 11.5.6 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in Appendix C3 to the Listing Rules and using its best endeavours to procure that each of the Directors upholds, complies and acts in accordance with the provisions of that code;
- 11.5.7 so far as it is able and it remains lawful and proper for it to do so, complying with all the undertakings and commitments made by it or the Directors or the Supervisors in the Prospectus;
- 11.5.8 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the Stock Exchange, the SFC, and any other relevant Authority in Hong Kong or elsewhere;
- 11.5.9 maintain the appointment of a compliance adviser as required by the Listing Rules;
- 11.5.10 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, the United States or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and will indemnify and hold harmless the Appointees against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty); and
- 11.5.11 complying with the provisions of Chapters 13, 14 and 14A of the Listing Rules and the provisions of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;

## **11.6 Significant changes**

promptly providing full particulars to the Sole Sponsor and the Sponsor-Overall Coordinator if, at any time within 12 months after the Listing Date, (a) there is a significant change which affects or is capable of affecting any information contained in any of 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 or (b) any Group Company enters into or intends to enter into any material agreement or commitment, and, in connection with (a) but subject to Clause 11.7, further:

- 11.6.1 inform the Stock Exchange of such change or matter if so required by the Sole Sponsor and the Sponsor-Overall Coordinator;
- 11.6.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the Stock Exchange or the Sole Sponsor or the Sponsor-Overall Coordinator and in a form approved by the Sole Sponsor and the Sponsor-Overall Coordinator, deliver such documentation through the Sole Sponsor to the Stock Exchange for approval and publish such documentation in such manner as the Stock Exchange or the Sole Sponsor or the Sponsor-Overall Coordinator may require; and
- 11.6.3 at its expense, make all necessary announcements via the Stock Exchange Website and the press to avoid a false market being created in the H Shares,

and, for the purposes of this Clause 11.6, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules;

### **11.7 Announcement**

not issue, make, publish or despatch any announcement, other document or public statement which:

11.7.1 is material in the context of the Global Offering, during the period commencing on the date of this Agreement and ending on (and including) the date the stabilisation period ends; or

11.7.2 (a) is inconsistent with any statement in any of the Offering Documents or (b) has or may have any 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, in each case during the period commencing on the date of this Agreement and ending on (and including) the date the stabilisation period ends,

in each case without the prior written consent of the Sole Sponsor and the Sponsor-Overall Coordinator, except if and to the extent required by any Law or Authority to which the Company is subject or submits, provided that, to the extent permitted by such Law or Authority (as the case may be), any announcement, document or public statement so required to be issued, made, published or despatched will only be issued, made, published or despatched after the Sole Sponsor and the Sponsor-Overall Coordinator have had a reasonable opportunity to review and comment on the final draft and its comments (if any) have been fully considered by the Company;

### **11.8 Internal control and cybersecurity and data protection**

duly (a) complete all remediation actions in respect of each of the deficiencies and issues identified in the Internal Control Report and the cybersecurity and data protection analysis report prepared by Dentons Law Offices (the “**Cybersecurity and Data Protection Report**”) in accordance with the respective recommendations and deadlines set out in the Internal Control Report and the Cybersecurity and Data Protection Report and (b) do all such other acts and things as may be required by the Sole Sponsor to remediate any of such deficiencies and issues; and

### **11.9 General**

without prejudice to the foregoing obligations, do all such other acts and things as may be required to be done by it to carry into effect the Global Offering in accordance with its terms and conditions.

## **12 TERMINATION**

### **12.1 Termination events**

The Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) shall be entitled, in its sole and absolute discretion, by notice to the Company, terminate this Agreement with immediate effect if, at any time at or prior to 8:00 a.m. on the Listing Date:

12.1.1 there develops, occurs, exists or comes into effect:

- (i) any new Law or any change or development involving a prospective change (whether or not permanent) or any event or series of events or circumstance likely to result in any change or development involving a prospective change (whether or not permanent) in existing Law, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent Authority in or affecting Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any of its members), Japan, Singapore or any other jurisdiction where any member of the Group is incorporated or established or operates or any other jurisdiction relevant to any member of the Group or the Global Offering (each a “**Relevant Jurisdiction**”); or
- (ii) any change or development involving a prospective change (whether or not permanent) or development, or any event or series of events likely to result in or representing a change or development, or prospective change (whether or not permanent) or development, in local, national, regional or international financial, legal, political, military, industrial, economic, trading, currency market, fiscal or regulatory market conditions, securities, exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in stock and bond markets, money and foreign exchange markets, inter-bank markets and credit markets) in or affecting any Relevant Jurisdiction; or
- (iii) any event or circumstance or a series of events or circumstances, in the nature of force majeure (including, without limitation, any act of government or order of any courts, strike, calamity, crisis, lock-out, fire, explosion, flooding, earthquake, civil commotion, act of war, outbreak or escalation of hostilities (whether or not war is declared), act of God, act of terrorism (whether or not responsibility has been claimed), declaration of a national or international emergency, riot, public disorder, outbreak of diseases, pandemics or epidemics, outbreak or escalation of disease (including infectious disease, including without limitation COVID-19, SARS, MERS, H5N1, H1N1, swine or avian influenza or such related/mutated forms) in each case beyond the control of the Hong Kong Underwriters; or
- (iv) the imposition or declaration of any moratorium, suspension or limitation (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on trading in shares or securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Singapore Stock Exchange or the Tokyo Stock Exchange; or
- (v) (a) any change or prospective change in or affecting taxation, foreign exchange controls, currency exchange rates or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar or RMB against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollars or RMB is linked to any foreign currency or currencies) or the implementation of any exchange control, or (b) any change or prospective

change in Taxation in any Relevant Jurisdiction adversely affecting an investment in the H Shares; or

- (vi) any general moratorium on commercial banking activities in or affecting any of any Relevant Jurisdiction or any disruption in commercial banking or foreign exchange trading or securities trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdictions; or
- (vii) the imposition of economic sanctions, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any jurisdiction relevant to the business operations of any member of the Group; or
- (viii) any demand by creditors for repayment of indebtedness or an order or petition being presented for the winding-up or liquidation of any Group Company or any Group Company making any composition or arrangement with its creditors or entering into a scheme of arrangement or any resolution being passed for the winding-up of any Group Company or a provisional liquidator, receiver or manager being appointed over all or part of the assets or undertaking of any Group Company or anything analogous thereto occurs in respect of any Group Company; or
- (ix) 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 Prospectus; or
- (x) 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 material respect; or
- (xi) the commencement by any Authority or other regulatory or political body or organization of any action or investigation against any Group Company, any of the Controlling Shareholders or any Director or Supervisor or the chief executive officer or the chief financial officer of the Company or an announcement by any Authority or regulatory or political body or organization that it intends to take any such action or investigation; or
- (xii) any non-compliance of the Prospectus, the CSRC Filings (or any other documents used in connection with the contemplated subscription and sale of the Offer Shares) or any aspect of the Global Offering with the Companies (WUMP) Ordinance, the Listing Rules, the CSRC Rules or any other applicable Laws; or
- (xiii) any contravention by any Group Company, any of the Controlling Shareholders, or any Director or any Supervisor or the chief executive officer or the chief financial officer of the Company of applicable provisions under the Companies (WUMP) Ordinance, the Companies Ordinance, the PRC Company Law, the CSRC Rules or the Listing Rules or other applicable Laws,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters): (a) is, will be or may be materially adverse to, or materially and prejudicially affects, the assets, liabilities, business, general affairs,

management, prospects, shareholder's equity, profitability, results of operations, position or condition (financial, operational, trading or otherwise), or performance or prospects of any Group Company or the Group as a whole or to any present or prospective shareholder of the Company in its capacity as such; or (b) has, will have or may have a material adverse effect on the success or marketability of the Global Offering or the level of Offer Shares being applied for, under the Hong Kong Public Offering or the level of interest under the International Offering or anticipated dealings in the H Shares in the secondary market; or (c) makes, will make it or may make it impracticable or inadvisable or incapable or inexpedient to proceed with the Hong Kong Public Offering and/or the International Offering or the delivery of the Offer Shares on the terms and in the manner contemplated by the Prospectus, the Formal Notice, the Preliminary Offering Circular or the Final Offering Circular; or (d) would have or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

12.1.2 there comes to the notice of any Appointee as at or after the date of this Agreement:

- (i) a governmental, regulatory or other prohibition on the Company for whatever reason from issuing, selling the H Shares (including the Option Shares) pursuant to the terms of the Global Offering or converting Domestic Shares to H Shares; or
- (ii) that any statement contained in any of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP and any notice, announcement, advertisement, communication issued or used (by or on behalf of the Company) in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was or has become untrue, incomplete, inaccurate, incorrect in any material respect or misleading or deceptive, or any forecast, estimate, expression of opinion, intention or expectation expressed in any of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP and any notice, announcement, advertisement, communication so issued or used is not fair and honest and made on reasonable grounds or, where appropriate, based on reasonable assumptions, when taken as a whole; or
- (iii) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission from any of the Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice or any notices, announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company, the Group or the Global Offering (whether or not approved by any Appointee), or any amendment or supplement thereto; or
- (iv) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated subscription of the Offer Shares) or any aspect of the Global Offering with the Companies (WUMP) Ordinance, the Listing Rules or any other applicable Law; or

- (v) either (a) there has been a breach of any of the representations, warranties, undertakings or provisions of either this Agreement or the International Underwriting Agreement by the Company or any of the Controlling Shareholders or (b) any of the representations, warranties and undertakings given by the Company or any of the Controlling Shareholders in this Agreement or the International Underwriting Agreement, as applicable, is (or would when repeated be) untrue, inaccurate or misleading; or
- (vi) any of the experts named in the Prospectus (except the Sole Sponsor) has withdrawn its consent to the issue of the Prospectus with the inclusion of its reports, letters, summaries or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (vii) any event, act or omission which gives or is likely to give rise to any liability of the Company or the Controlling Shareholders (as the case may be) pursuant to the indemnities given by the Company and the Controlling Shareholders under this Agreement; or
- (viii) any breach of any of the obligations of the Company or the Controlling Shareholders, under this Agreement or the International Underwriting Agreement; or
- (ix) a significant portion of the orders in the book-building process at the time the International Underwriting Agreement is entered into, or the investment commitments by any cornerstone investors after signing of the Cornerstone Investor Agreements, has been withdrawn, terminated or cancelled; or
- (x) the Company has withdrawn the Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or
- (xi) any Controlling Shareholder, any Director or any Supervisor or any member of the Group's senior management being charged with an indictable offence or prohibited by Laws or otherwise disqualified from taking part in the management of a company, or any litigation, dispute, legal action, claim, investigation or other action (including arrest or detainment) or proceedings being commenced, threatened or instigated against any of the Company, its Subsidiaries, any Controlling Shareholder or any Director or Supervisor or any member of the Group's senior management; or
- (xii) any of the Director, chairman, the president, the chief executive officer or the chief financial officer or member of senior management of the Group vacating his office; or
- (xiii) any adverse change or any development involving a prospective adverse change in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profitability, results of operations, position or condition (financial or otherwise) or performance, of any Group Company or the Group as a whole (including any litigation or claim of any third party being threatened or instigated against any Group Company); or

- (xiv) the issue or requirement to issue by the Company of a supplemental or amendment to the Prospectus, Preliminary Offering Circular or Offering Circular or other documents in connection with the offer and sale of the H Shares pursuant to the Companies (WUMP) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange or the SFC, in circumstances where the matter to be disclosed could, in the sole and absolute opinion of the Sponsor-Overall Coordinator, adversely affect the marketing for or implementation of the Global Offering; or
- (xv) any adverse change, or any development or any prospective adverse change or development, in the condition (financial or otherwise) or 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 the Group as a whole; or
- (xvi) the Admission and the H Shares to be converted from Domestic Shares is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld.

## **12.2 Effect of termination**

Upon the termination of this Agreement:

- 12.2.1 subject to Clause 12.2.2 and except for any rights or obligations which may have accrued under this Agreement prior to such termination, each of the parties will cease to have any rights or obligations under this Agreement, but the Surviving Provisions will continue in full force and effect notwithstanding the termination of this Agreement;
- 12.2.2 the Company must refund, as soon as practicable, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 5.7 and/or by the Sponsor-Overall Coordinator pursuant to Clause 5.8 and/or by the applicants under the Hong Kong Public Offering (in the latter case, the Company will procure the H Share Registrar and the Nominee to effect refund payments in accordance with the Hong Kong Public Offering Documents, the Registrar Agreement and the Receiving Bank Agreement); and
- 12.2.3 notwithstanding anything to the contrary under this Agreement, if this Agreement is terminated in accordance with Clause 2.4 or Clause 12, the Company shall forthwith pay to the Sponsor-Overall Coordinator the fees, costs, charges and expenses set out in Clauses 7.2 and 7.3 and the Sponsor-Overall Coordinator may, in accordance with the provisions herein, instruct the Nominee to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

## **13 INDEMNITY**

### **13.1 Indemnity**

The Company and the Controlling Shareholders (together, for the purpose of this Clause 13, the “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and

severally indemnify, hold harmless and keep indemnified in full each Appointee, for itself and on trust for each of its respective Indemnified Parties, on demand (on an after-Taxation basis) from and against (a) all actions, suits, claims (whether or not any such claim involves or results in any actions or proceedings), demands, investigations (including, without limitation, any investigation or inquiry by or before any Authority), judgments, awards and proceedings (in each case whether joint or several) (together, “**Actions**”) which may be instituted, made or brought or threatened or alleged to be instituted, made or brought against or otherwise involve any Indemnified Party; and (b) all losses, liabilities, costs (including legal costs and experts’ and consultants’ fees), expenses, fees, charges (including all payments, costs expenses and charges arising out of, in relation to or in connection with the investigation, dispute, defence or settlement of or response to any Actions or the enforcement of any settlement or judgment obtained in respect of any Actions), proceedings, claims, demands and Taxation (including stamp duty and any penalties and/or interest arising in respect of any Taxation) (in each case whether joint or several) (together, “**Losses**”) which any Indemnified Party may suffer, incur or make, and, in each case, which, directly or indirectly, arise out of, are in relation to or are in connection with:

- 13.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice, CSRC Filings or any notices, announcements, advertisements, communications, roadshow materials or other documents arising out of, relating to or connected with the Company, the Group or the Global Offering (whether or not approved by any Appointee), and any amendments or supplements thereto; or
- 13.1.2 any of the Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice, CSRC Filings, or any notices announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company, the Group or the Global Offering (whether or not approved by any Appointee), or any amendment or supplement thereto,
  - (i) containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a fact, or
  - (ii) 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
  - (iii) 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, business, general affairs, management, prospects, shareholders’ equity, profitability, results of operations, position or condition (financial or otherwise) or performance of any Group Company or the Group as a whole or the rights attaching to the Offer Shares and all information material in the context of the Global Offering, or otherwise required to be contained thereto; or
  - (iv) being or alleged to be defamatory of any person or any jurisdiction; or
- 13.1.3 any statement, estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Offering Documents, the CSRC Filings, the Application Proof Prospectus, the PHIP, the Formal Notice or any notices,

- announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company, the Group or the Global Offering (whether or not approved by any Appointee), or any amendment or supplement thereto, being or alleged to be untrue, incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken into account of a fact necessary in order to make it not misleading; or
- 13.1.4 the execution, delivery and performance of this Agreement by the Company or any Controlling Shareholder and/or the offer, allotment, issue, sale or delivery of any Offer Share; or
- 13.1.5 any breach or alleged breach on the part of the Company or the Controlling Shareholders of any of the provisions of this Agreement, the Price Determination Agreement, (where applicable) the Articles of Association or the constitutional documents of the Controlling Shareholders or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party or any action or omission of the Company or the Controlling Shareholders or (where applicable) any of their respective directors, supervisors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, (where applicable) the Articles of Association or the constitutional documents of the Controlling Shareholders or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which he/it is or is to be a party; or
- 13.1.6 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
- 13.1.7 the execution, delivery and performance by an Appointee of its obligations and roles under this Agreement or the Offering Documents or otherwise in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as an Overall Coordinator, Capital Market Intermediary or otherwise, as applicable; or
- 13.1.8 any act or omission of any Group Company or the Controlling Shareholders in relation to the Global Offering; or
- 13.1.9 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, 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
- 13.1.10 any failure or alleged failure by any of the Directors or Supervisors to comply with their respective obligations and duties under the Listing Rules, the CSRC Rules, the Articles of Association or applicable Laws; or
- 13.1.11 the breach or alleged breach by any Group Company or the Controlling Shareholders or their respective directors, supervisors or employees of any Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or any applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering) or any Director or Supervisor being charged with

an offence or prohibited by operation of law or otherwise disqualified from taking part in management of the Company, or the commencement of any government authority of public action, investigation or proceedings against any Director or Supervisor or an announcement by any such authority that it intends to take any such action; or

13.1.12 in respect of any Group Company, any Action by any Authority having commenced or been threatened, including the settlement of any such Action; or

13.1.13 any Action against the Company, the Controlling Shareholders, any Group Company or any of the Directors or Supervisors which is or will or might be adverse to, or affect, the business or financial or trading position or prospects of the Group taken as a whole, or settlement of any such litigation, action, Proceeding or investigation; or

13.1.14 any breach or alleged breach of any applicable Laws of any jurisdiction resulting from the publication, distribution or making available of any of the Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice, the CSRC Filings or any notices, announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company, the Group or the Global Offering (whether or not approved by any Appointee) and/or any offer, allotment, issue, sale or delivery of any of the Offer Shares otherwise than in accordance with and on the terms of the Offering Documents, this Agreement and the International Underwriting Agreement; or

13.1.15 any new interpretation of Laws or regulations or any new Law or regulation or any change or development involving a change in the interpretation of Laws or regulations that adversely affects or is likely to adversely affect the existing operation of any Group Company; or

13.1.16 a valid demand by any creditor of any Group Company for repayment or payment of any indebtedness of such Group Company or in respect of which any Group Company is liable prior to its stated maturity with or without breach on the part of such Group Company; or

13.1.17 any breach by any of the Group Company or the Controlling Shareholders of the terms and conditions of the Hong Kong Public Offering; or

13.1.18 any other matter arising in connection with the Global Offering.

The non-application of the indemnity provided for in Clause 13 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

## **13.2 No claims against Indemnified Parties**

13.2.1 No Action can be brought against any Indemnified Party by, and no Indemnified Party will be liable to, any Indemnifying Party (and each Indemnifying Party will procure that none of its Affiliates will bring any Action) to recover any Loss which any Indemnifying Party or its Affiliates or delegates may suffer, incur or make 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 in this Agreement or in any of the Hong Kong Public Offering Documents, the performance by any Indemnified Party of any of its obligations under this

Agreement or otherwise in connection with the offer, allotment, issue, sale or delivery of any of the Hong Kong Offer Shares or the preparation or despatch of any of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice or the CSRC Filings or any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

13.2.2 In respect of any pending or threatened Action which an Indemnified Party is or could be a party, each Indemnified Party shall be entitled to select its own counsel. The Indemnifying Parties may participate at its own expenses in the defence of any such Action, provided, however, that counsel to the Indemnifying Parties shall not (except with the consent of the Indemnified Party) also be counsel to the relevant Indemnified Party. Unless the Sponsor-Overall Coordinator (for itself and on behalf of any Indemnified Parties) consent in writing to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Action, the Sponsor-Overall Coordinator (for itself and on behalf of such Indemnified Parties) shall have the right to appoint its own separate counsel (in addition to any local counsel) in such Action. The fees and expenses of separate counsel (in addition to any local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.

### **13.3 Settlement of claims**

13.3.1 No Indemnifying Party can, without the prior written consent of the relevant Indemnified Party, effect, propose, make or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Action in respect of which the Indemnified Party is or could be a party and indemnity could have been sought under this Agreement by the Indemnified Party, in such a way as to impose a liability on, or result in an admission of fault, culpability or a failure to act by or on behalf of, the Indemnified Party.

13.3.2 Any settlement or compromise by an Indemnified Party, or any consent by an Indemnified Party to the entry of any judgment, in relation to any Action will 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 Action it may have or make against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise.

13.3.3 The rights of the Indemnified Parties under this Agreement are in addition to any rights that each Indemnified Party may have at Law or otherwise and the obligations of the Indemnifying Parties in this Agreement will be in addition to any liability which the Indemnifying Parties may otherwise have.

### **13.4 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:

- 13.4.1 will 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;
- 13.4.2 must 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
- 13.4.3 must 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.

### **13.5 Costs**

The indemnity under this Clause 13 covers all Losses which any Indemnified Party may suffer, incur, make or pay in investigating, disputing, defending, settling or responding to, or compromising, or enforcing any settlement, compromise or judgment obtained in respect of, any Losses or any Actions to which the indemnity may relate and in establishing its right to indemnification under this Clause 13.

### **13.6 Payment on demand**

All amounts subject to indemnity under this Clause 13 must be paid by the Indemnifying Party as and when they are incurred within ten Business Days of a written notice demanding payment being given to the relevant Indemnifying Party by or on behalf of an Indemnified Party.

### **13.7 Payment free from counterclaim or set off**

All payments made by an Indemnifying Party under this Clause 13 must 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 Law. If an Indemnifying Party makes a deduction or withholding under this Clause 13, the sum due from such Indemnifying Party will 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.

### **13.8 Taxation**

Notwithstanding Clause 18.12, if a payment under this Clause 13 will be or has been subject to Taxation, the Indemnifying Party must 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.

### **13.9 Full force**

This Clause 13 will remain in full force and effect notwithstanding the completion of the Global Offering.

### **13.10 Other rights of the Indemnified Parties**

The provisions of the indemnities under this Clause 13 are not affected by any other terms set out in this Agreement and do not restrict the right of the Indemnified Parties to claim damages on any other basis.

## **14 ANNOUNCEMENTS**

### **14.1 Restrictions on announcements**

No announcement or communication concerning the existence or provisions of this Agreement or any matter contemplated in it can be issued or made, published or despatched by or on behalf of any party during the period of 12 months from the date of this Agreement without the prior written consent of the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters). This will not affect any announcement or communication required by any Law or Authority to which such party is subject or submits, provided that, to the extent permitted by that Law or Authority, any announcement so required to be issued or made, published or despatched will only be issued or made, published or despatched after consultation with the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and after the Sole Sponsor and the Sponsor-Overall Coordinator have had the opportunity to review and comment on the final draft and their comments (if any) have been fully considered by such party.

### **14.2 Discussion with the Sole Sponsor and the Sponsor-Overall Coordinator**

The Company undertakes to the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) that it will conduct prior discussion with the Sole Sponsor and the Sponsor-Overall Coordinator in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus which may conflict with any statement in the Prospectus.

### **14.3 Full force**

The restrictions and obligations contained in this Clause 14 will continue to apply after the completion of the Global Offering or the termination of this Agreement.

## **15 CONFIDENTIALITY**

### **15.1 Information confidential**

Subject to Clause 15.2, each party must, and will procure that its Affiliates and its and their respective directors, supervisors, officers, employees and agents will, treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into or performing this Agreement which relates to:

15.1.1 the existence and the provisions of this Agreement;

15.1.2 the negotiations relating to this Agreement;

15.1.3 the matters contemplated under this Agreement; or

15.1.4 the other parties.

## **15.2 Exceptions**

Clause 15.1 will not prohibit disclosure or use of any information if and to the extent:

- 15.2.1 the disclosure or use is required by applicable Law;
- 15.2.2 the disclosure or use is required by an Authority to which a party or its Affiliates are subject or submit, wherever situated, including the Stock Exchange, the SFC and the CSRC, whether or not the requirement of information has the force of law;
- 15.2.3 the disclosure or use is required to vest the full benefit of this Agreement in a party;
- 15.2.4 the disclosure is to the professional advisers or auditors of a party;
- 15.2.5 the information is or becomes publicly available (other than by breach of this Agreement);
- 15.2.6 the disclosure or use is required by any Hong Kong Underwriters or their respective Affiliates for the purpose of the Global Offering;
- 15.2.7 the disclosure or use is necessary, in the view of any Hong Kong Underwriter or its Affiliates, for it or them to seek to establish any defence or pursue any claim, arbitration or regulatory proceeding or investigation in connection with the Global Offering or to comply with its or their own regulatory obligations;
- 15.2.8 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information; or
- 15.2.9 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Sponsor-Overall Coordinator (on behalf of the Hong Kong Underwriters)), such approval not to be unreasonably withheld,

provided that, in the cases of Clause 15.2.3 and Clause 15.2.7, any such information disclosed will be disclosed only after consultation with the other parties.

## **16 NOTICES**

### **16.1 Language and methods**

All notices and other communication in connection with this Agreement (“**Notice**”) must be:

- 16.1.1 in writing in the English language; and
- 16.1.2 delivered by hand, e-mail, fax, recorded delivery or by courier using an internationally recognised courier company.

### **16.2 Receipt of notice**

Subject to Clause 16.5, a Notice will be effective upon receipt and will be deemed to have been received:

- 16.2.1 at the time recorded by the delivery company, in the case of recorded delivery;
- 16.2.2 at the time of delivery, if delivered by hand or courier;
- 16.2.3 at the time of transmission in legible form, if delivered by facsimile; and

16.2.4 at the time of sending if sent by e-mail, provided that receipt will not occur if the sender receives an automated message that the e-mail has not been delivered to the recipient.

**16.3** Any notice received or deemed to have been received on a day which is not a Business Day will be deemed to have been received on the next Business Day.

**16.4 Details of contact**

Subject to Clause 16.5, a Notice must be sent to a party at the following address, or such other person or address as a party may notify to the other parties from time to time:

**To the Company:**

No. 15 Ziyuan Road Huayuan Industrial Zone Binhai Hi-Tech District Tianjin, PRC

Email : m jy9999@mokingran.com  
Fax : N/A  
Attention : Wang Zhongshan

**To the Controlling Shareholders:**

Room 301, Unit 3, Building 7 No. 424 Heng An Street Changle County, Shandong Province  
PRC

Email : wangzhongshan@mokingran.com  
Fax : N/A  
Attention : Wang Zhongshan, Zhang Xiuqin, Wang Guoxin, Wang Na

**To CITICS / CLSA**

18/F, One Pacific Place  
88 Queensway  
Hong Kong

Email : Project369@clsa.com  
Fax : +852 2169 0801  
Attention : Project 369 Team

**To a Hong Kong Underwriter:**

To the email, address and fax number of that Hong Kong Underwriter, and for the attention of the person, as specified opposite the name of that Hong Kong Underwriter in Schedule 1.

**16.5 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 for the purposes of Clause 16.4, provided that such notification shall only be effective on:

16.5.1 the date specified in the notification as the date on which the change is to take place; or

16.5.2 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.

## **17 GOVERNING LAW AND DISPUTES RESOLUTION**

### **17.1 Governing law**

This Agreement is governed by and construed in accordance with the Laws of Hong Kong.

### **17.2 Dispute resolution**

17.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement including any question regarding its existence, validity, interpretation, breach or termination thereof, must be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules (the “**Rules**”) in effect at the date of commencement of the arbitration and as may be amended by the rest of this Clause, which Rules are deemed to be incorporated by reference into this Clause. The seat of arbitration will be Hong Kong.

17.2.2 The arbitral tribunal (“**Tribunal**”) will be composed of one arbitrator to be appointed in accordance with the Rules, failing which to be appointed by HKIAC.

17.2.3 The governing law of the arbitral proceedings will be the laws of Hong Kong.

17.2.4 When any dispute is under arbitration, those provisions of this Agreement not in dispute will remain effective. The parties must continue to fulfil their respective obligations under this Agreement accordingly.

17.2.5 The language to be used in the arbitral proceedings will be English.

17.2.6 The decisions and awards of the Tribunal will be final and binding and will be enforceable in any court of competent jurisdiction.

Each of the parties waives any right to apply to any court of law and/or other judicial authority to determine any preliminary point of law and/or review any question of law and/or the merits, insofar as such waiver may validly be made. The parties will not be deemed, however, to have waived any right to challenge any award on the ground that the Tribunal lacked substantive jurisdiction and/or on the ground of serious irregularity affecting the Tribunal, the proceedings or the award to the extent allowed by the law of the seat of arbitration. Nothing in Clause 17.3 will be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

### **17.3 Waiver of objection to jurisdiction**

Each of the parties irrevocably and unconditionally waives (and irrevocably and unconditionally 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 and any claim of *forum non conveniens* and further agrees that a judgment in any proceedings brought in any court referred to in this Clause 17 will be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

### **17.4 Service of documents**

Each of the parties irrevocably and unconditionally agrees that any writ, summons, order, judgment or other notice of legal process will be sufficiently and effectively served on it if delivered, in the case of each Appointee, in accordance with Clause 16 and, in the case of the Company and the Controlling Shareholders, in accordance with Clause 17.5.

## **17.5 Process agent**

17.5.1 The Company has established a place of business in Hong Kong at 31/F., Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong and is a registered non-Hong Kong company as defined under the Companies Ordinance.

17.5.2 The Controlling Shareholders irrevocably appoint the Company as their agent to accept service of process in Hong Kong in any legal action or proceedings arising out of or in connection with this Agreement, provided that:

- (i) service upon the Company will be deemed valid service upon the Controlling Shareholders whether or not the process is forwarded to or received by the Controlling Shareholders;
- (ii) the Controlling Shareholders will inform the other parties, in writing, of any change in the address of the Company within seven days of such change;
- (iii) if the Company ceases to be able to act as a process agent or to have an address in Hong Kong, the Controlling Shareholders must forthwith appoint a new process agent in Hong Kong acceptable to the Sponsor-Overall Coordinator and to deliver to the Sponsor-Overall Coordinator within seven days of the Company ceasing to be an agent a copy of a written acceptance of appointment by the new process agent, failing which the Sponsor-Overall Coordinator can appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment will be effective upon the giving notice of such appointment to the Controlling Shareholders; and
- (iv) nothing in this Agreement will affect the right to serve process in any other manner permitted by Law.

17.5.3 Where proceedings are commenced by any party in any jurisdiction other than Hong Kong, upon being given notice of such proceedings in writing, the party or parties against whom such proceedings have been brought must immediately appoint an agent to accept service of process in that jurisdiction and must give notice to the other parties the details and address for service of such agent.

## **17.6 Waiver of immunity**

To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or any of the Controlling Shareholders has or can claim for itself/himself or its/his assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or other instrument) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself or its/his assets, properties or revenues any such immunity (whether or not claimed), the Company or such Controlling Shareholder hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

## **18 GENERAL PROVISIONS**

### **18.1 Time**

Save as otherwise expressly provided in this Agreement, time will be of the essence of this Agreement.

### **18.2 Invalidity**

18.2.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

18.2.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 18.2.1, then that provision or part of it will, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement will, subject to any deletion or modification made under Clause 18.2.1, not be affected.

### **18.3 Assignment**

Subject to Clause 4, no party hereto shall assign or transfer all or any part of any benefit of, or interest or right in, this Agreement, or any benefit, interest, right or obligation arising under this Agreement without the consent of the other parties hereto, provided that the Appointees (and their respective successors and assignees) may at any time assign to any of their respective Affiliates, any person who has the benefit of the indemnities in Clause 13 and any of their respective successor entities the benefits of and interests and rights in or arising under this Agreement. Obligations under this Agreement will not be assignable.

### **18.4 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). Without prejudice to the generality of the foregoing, each of the Company and the Controlling Shareholders agree that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 9.6 or otherwise) or any announcement, issue or publication or distribution, or delivery to investors, of such amendment or supplement or any consent by, or knowledge of, an Appointee of any such amendments or supplements to any of the Offering Documents subsequent to its distribution will not in any event and notwithstanding any other provision in this Agreement constitute a waiver or modification of any of the Conditions to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights under this Agreement of the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) to terminate this Agreement or prejudice any other rights of the Appointees or any of them, 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).

### **18.5 No waiver**

18.5.1 No failure or delay by any party in exercising any right, power or remedy provided under this Agreement will impair such right, power or remedy or operate as a waiver of it, nor will any single or partial exercise of any right, power or remedy

preclude any other or further exercise of it or the exercise of any other right, power or remedy.

18.5.2 Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.

#### **18.6 Remedies**

The rights, powers and remedies provided for in this Agreement are cumulative and not exclusive of any other rights, powers and remedies, whether provided by Laws or otherwise.

#### **18.7 No partnership**

Nothing in this Agreement will be deemed to constitute a partnership or joint venture, or establish a fiduciary or similar relationship, among the parties for any purpose.

#### **18.8 Entire agreement**

This Agreement (in the case of the Sole Sponsor and Sponsor-Overall Coordinator, also together with the Sole Sponsor and Sponsor-Overall Coordinator Mandate, and in the case of the CMI's (other than the Sponsor-Overall Coordinator), also together with their respective CMI Mandates) contains the entire agreement between the parties relating to the underwriting of the Hong Kong Public Offering to the exclusion of any terms implied by Law which may be excluded by contract and supersedes and extinguishes any previous written or oral agreement between the parties in relation to such matters dealt with in this Agreement. If any terms in this Agreement are inconsistent with that of the Sole Sponsor and Sponsor-Overall Coordinator Mandate and/or the CMI Mandates (as the case may be), the terms of this Agreement shall prevail.

#### **18.9 Variations**

No variation of this Agreement will be effective unless in writing and signed by or on behalf of each party.

#### **18.10 Counterparts**

This Agreement may be entered into in any number of counterparts, all of which will together constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

#### **18.11 Judgment currency indemnity**

In respect of any judgment or order 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 Controlling Shareholders 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 will constitute a separate and independent obligation of each of the Company and the Controlling Shareholders and will continue in full force and effect, notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" will include any

premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

## **18.12 Taxation**

18.12.1 All payments to be made by the Company and the Controlling Shareholders under this Agreement must be paid free and clear of, and without deduction or withholding for or on account of, any present or future Taxation imposed by any Authority and all interest, additions to Tax, penalties or similar liabilities with respect thereto.

18.12.2 If any Taxation is required by Law to be deducted or withheld in connection with such payments, the Company and the Controlling Shareholders (as the case may be) will increase the amount paid so that the full amount of such payments as agreed in this Agreement is received by the Appointees or any of them, as applicable.

18.12.3 If any Appointee is required by any Authority to pay any Taxation as a result of this Agreement (other than profits or income Tax imposed in the ordinary course of its business), the Company and the Controlling Shareholders (as the case may be) will pay an additional amount to the Appointee so that the full amount of such payments as agreed in this Agreement to be paid to the Appointee is received by the Appointee and will further, if requested by the Appointee, use commercially reasonable efforts to give such assistance as the Appointee may reasonably request to assist the Appointee in discharging its obligations in respect of such Taxation, including by (a) making filings and submissions on such basis and such terms as the Appointee may reasonably request, (b) promptly making available to the Appointee notices received from any Authority and (c) subject to the receipt of funds from the Appointee, making payment of such funds on behalf of the Appointee to the relevant Authority in settlement of such Taxation.

## **18.13 Authority to the Sole Sponsor and the Sponsor-Overall Coordinator**

Unless otherwise provided in this Agreement, each Hong Kong Underwriter and CMI (other than the Sole Sponsor and the Sponsor-Overall Coordinator) irrevocably and unconditionally authorises the Sole Sponsor and the Sponsor-Overall Coordinator to act on behalf of all the Hong Kong Underwriters and the CMIs in their sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters, the CMIs or any of them under this Agreement and irrevocably and unconditionally authorises the Sole Sponsor and the Sponsor-Overall Coordinator in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated in this Agreement.

## **18.14 No right of contribution**

18.14.1 The Controlling Shareholders irrevocably and unconditionally:

- (i) waives any right of contribution or recovery or any Action he/it may have or be entitled to take against any Group Company as a result of any Action made or taken against him/it, or any Loss suffered or incurred by him/it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of him/it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering; and

- (ii) undertakes (in the event of any Action being made or taken by any of the Hong Kong Underwriters or any of the other Indemnified Parties against him/it under this Agreement) not to make any claim against any director, supervisor, officer or employee of any Group Company on whom he/it may have relied before agreeing to any term of this Agreement and in respect of whose act or default in that regard a Group Company is or would be vicariously liable.

18.14.2 The Controlling Shareholders acknowledge and agree that no Group Company will have any liability to them 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.

#### **18.15 Third party rights**

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong). Indemnified Parties may enforce and rely on Clause 13 to the same extent as if they were a party to this Agreement.

#### **18.16 Full force**

Each of the Warranties, the Surviving Provisions, the undertakings contained in Clause 11, Clause 14 and the restrictions and obligations contained in Clause 15 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.

THIS AGREEMENT has been entered into on the date on the first page of this Agreement.

SIGNED by Wang Zhongshan (王忠善) )  
for and on behalf of )  
MOKINGRAN JEWELLERY GROUP CO., LTD. )  
(夢金園黃金珠寶集團股份有限公司) )  
in the presence of: )

王忠善



王忠善

SIGNED by  
Wang Zhongshan  
王忠善  
in the presence of:

)  
)  
) 王忠善  
)

王忠善

SIGNED by  
Zhang Xiuqin  
张秀芹

in the presence of:

)  
)  
) 张秀芹  
)

王忠善



SIGNED by

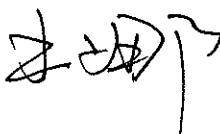
Wang Na

王娜

in the presence of:

杨小文

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)  
)  
)



SIGNED by Wang Zhongshan (王忠善) )  
for and on behalf of )  
Tianjin Jinqing Enterprise Management )  
Partnership (Limited Partnership) )  
天津金梦企业管理合伙企业(有限合伙) )  
in the presence of: )

王忠善



王忠善

SIGNED by  
for and on behalf of  
**Tianjin Jinyuan Enterprise Management  
Partnership (Limited Partnership)**  
天津金园企业管理合伙企业(有限合伙)  
in the presence of:



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)



SIGNED by  
for and on behalf of  
**Tianjin Jinlong Enterprise Management  
Partnership (Limited Partnership)**  
天津金隆企业管理合伙企业(有限合伙)  
in the presence of:

)  
)  
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)  
)

张海宁



姜明荣

SIGNED by  
for and on behalf of  
**Tianjin Yuanjinmeng Enterprise  
Management Consultancy Co., Ltd.**  
天津园金梦企业管理咨询有限公司  
in the presence of:

张政

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)  
)  
)

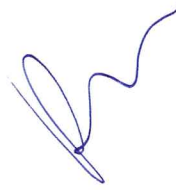
王志善



**SIGNED** by Rebecca Wong  
for and on behalf of  
**CITIC Securities (Hong Kong) Limited**  
in the presence of:

*Wang Suyi*

)  
)  
)  
)



**SIGNED** by Rebecca Wong

for and on behalf of

**CLSA Limited**

in the presence of:

*Zhang Xuxiang*

)

)

)

)




**SIGNED** by LAM Steve Kwok Leung

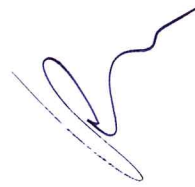
for and on behalf of

**CLSA Limited**

in the presence of: Wang Sugi

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)  
)   
)

**SIGNED** by **CLSA Limited** )  
as attorney for and on behalf of each of the )  
**HONG KONG UNDERWRITERS** )  
in the presence of: *Zhang Yuxiang* )

A handwritten signature in blue ink, appearing to be 'Zhang Yuxiang', written over a horizontal line.

**SIGNED** by **CLSA Limited**  
as attorney for and on behalf of each of the  
**HONG KONG UNDERWRITERS**  
in the presence of:

Wang Sugi

)  
)  
)  
)

A handwritten signature in blue ink, appearing to be 'Wang Sugi', with a long horizontal line extending to the right.

**SCHEDULE 1**  
**THE HONG KONG UNDERWRITERS**

<b>Hong Kong Underwriter</b>	<b>Maximum number of Hong Kong Offer Shares to be underwritten</b>	<b>Percentage to be underwritten</b>
<p><b>CLSA Limited</b> 18/F, One Pacific Place 88 Queensway Hong Kong Fax: +852 2169 0801 Email: Project369@cls.com Attention: Project 369 Team</p>	See below	See below
<p><b>ABCI Securities Company Limited</b> 11/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong Fax: +852 2861 0061 Email: <a href="mailto:abcic.ecm@abci.com.hk">abcic.ecm@abci.com.hk</a> Attention: ABCI ECM</p>	See below	See below
<p><b>China Everbright Securities (HK) Limited</b> 33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong Email: <a href="mailto:ecm@ebshk.com">ecm@ebshk.com</a> Attention: ECM Department</p>	See below	See below
<p><b>Futu Securities International (Hong Kong) Limited</b> 34/F, United Centre No. 95 Queensway Admiralty Hong Kong Fax: +852 2523 6588 Email: <a href="mailto:project.369@futu.hk">project.369@futu.hk</a> Attention: Tse Chi Kin, Daniel</p>	See below	See below
<p><b>ICBC International Securities Limited</b> 37/F ICBC Tower 3 Garden Road Hong Kong</p>	See below	See below

Hong Kong Underwriter	Maximum number of Hong Kong Offer Shares to be underwritten	Percentage to be underwritten
Fax: +852 2683 3900 Email: project_369@icbci.icbc.com.cn Attention: Lida Sun		
<b>TradeGo Markets Limited</b> Room 3405, West Tower, Shun Tak Centre 168-200 Connaught Road Central Hong Kong Fax: +852 2143 5799 Email: <a href="mailto:ray.lau@tradegomart.com">ray.lau@tradegomart.com</a> Attention: Ray Lau / Jacky Ng	See below	See below
<b>Total</b>	<b>4,395,800</b>	<b>100%</b>

The number of Hong Kong Offer Shares underwritten by each of the Hong Kong Underwriters shall be determined in the manner set out below:

$$A = B/C \times 4,395,800$$

where:

“**A**” is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of a Share shall be rounded down to the nearest whole number of Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 4,395,800 and (iii) the number of Shares underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

“**B**” is the number of Firm Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its affiliates has agreed to purchase or procure applications for pursuant to the International Underwriting Agreement; and

“**C**” is the aggregate number of Firm Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective affiliates have agreed to purchase or procure applications for pursuant to the International Underwriting Agreement.

## **SCHEDULE 2 THE WARRANTIES**

Definition for the purpose of this Schedule 2 only:

“**Disclosure Documents**” means the Prospectus, the International Offering Documents, the Application Proof Prospectus and the PHIP.

### **PART A: REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE COMPANY AND THE CONTROLLING SHAREHOLDERS**

Each of the Company and the Controlling Shareholders jointly and severally represents, warrants and undertakes to each Appointee as follows:

#### **1 Accuracy and Adequacy of Information**

1.1 The Recitals concerning the Company and the Controlling Shareholders are complete, true and accurate in all respects and not misleading.

1.2 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.

1.3 All information disclosed or made available in writing or orally from time to time (including but not limited to information used as the basis of information contained in each of the Application Proof Prospectus, the Disclosure Documents and the CSRC Filings), including the Verification Notes and the answers and documents referred to in that document (and any new or additional information serving to update or amend the Verification Notes so disclosed or made available prior to the date of this Agreement), by or on behalf of the Group Companies or the Controlling Shareholders, or any of their respective directors, supervisors, officers, employees, Affiliates or agents, to the Appointees, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Property Valuer any legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC or the CSRC for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC or the CSRC), or the discharge by the Appointees of their obligations under all applicable Laws (including the CSRC Rules), and the information contained in the Admission-related Submissions, the Analyst Presentation Materials and the Investor Presentation Materials, was:

1.3.1 when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading with no omissions; and

1.3.2 disclosed or made available in full and in good faith,

and all forecasts and estimates so disclosed or made available have been disclosed or made available after due, careful and proper consideration and enquiry and, where appropriate, are based on assumptions referred to in each of the Disclosure Documents and the CSRC Filings (to the extent there are any) and represent reasonable and fair expectations honestly held based on facts known to any Group Company or the Controlling

Shareholders, or any of their respective directors, supervisors, officers, employees, Affiliates or agents.

- 1.4 No information has been knowingly withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Property Valuer, any legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC.
- 1.5 None of the Hong Kong Public Offering Documents, the International Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice and the CSRC Filings (A) contains or will contain any untrue statement or (B) omits or will omit to state any fact (i) necessary in order to make the statements made in those documents, in the light of the circumstances under which they were made, not misleading or (ii) which is required for disclosure in those documents.
- 1.6 All expressions of opinion, intention or expectation (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, planned capital expenditure, critical accounting policies, indebtedness, prospects, dividends, material contracts and litigation, as applicable) contained in each of the Hong Kong Public Offering Documents, the International Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice and the CSRC Filings at and as of the date of this Agreement, the Prospectus Date and at all other times when the Warranties are deemed to be repeated pursuant to this Agreement, are and will remain, in all respects, fair and honest made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds and assumptions are and will remain truly and honestly held by the Company, the Directors and the Supervisors and there are and will be no other facts known or which could, upon due and careful enquiry, have been known to the Company, the Directors or the Supervisors the omission of which would make any such statement or expression misleading.
- 1.7 All forecasts and estimates contained in each of the Hong Kong Public Offering Documents, the International Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice and the CSRC Filings have been made after due and proper consideration and on the bases and assumptions referred to in those documents and represent and will continue to represent reasonable and fair expectations honestly held based on facts known to any Group Company or any of its directors, supervisors, officers, employees, Affiliates and/or agents, and there are and will be no other bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of those documents in which such forecasts or estimates are contained. Such forecasts and estimates do not and will not omit or neglect to include or take into account any relevant facts or matters.
- 1.8 Without prejudice to any other Warranties:
  - 1.8.1 the statements contained in each of the Disclosure Documents in the section headed "Future Plans and Use of Proceeds" represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry;
  - 1.8.2 the statements contained in each of the Disclosure Documents relating to the Group's indebtedness as at 30 September 2024 are complete, true and accurate in all respects and not misleading, and all developments in relation to the Group's indebtedness have been disclosed;

- 1.8.3 the statements relating to the Group's working capital, liquidity and capital resources contained in each of the Disclosure Documents in the section headed "Financial Information" are complete, true and accurate in all respects and not misleading;
- 1.8.4 the interests of the Directors and the Supervisors in the share capital of the Company and in contracts with any Group Company are exhaustively, fully and accurately disclosed in each of the Disclosure Documents;
- 1.8.5 the statements contained in each of the Disclosure Documents:
- (i) under the sections headed "Regulatory Overview" and "Appendix V – Summary of Principal Laws and Regulations", insofar as they purport to describe the provisions of the Laws affecting or with respect to the business of the Group;
  - (ii) under the section headed "Appendix VI – Summary of Articles of Association", insofar as they purport to describe the material provisions of the Articles of Association; and
  - (iii) under the section headed "Appendix VII – Statutory and General Information", insofar as they purport to describe the provisions of the Laws and documents referred to in there
- are a fair summary of the relevant provisions, Laws and documents;
- 1.8.6 the statements contained in each of the Disclosure Documents in the section headed "Risk Factors" are complete, true and accurate in all material aspects and not misleading, and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry, and there are no other risks or matters associated with any Group Company, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group which have not been disclosed in each Disclosure Document;
- 1.8.7 the information in each submission or application to the Stock Exchange, the SFC or the CSRC, and the reply to each question or comment raised by the Stock Exchange, the SFC or the CSRC or question set out in the Verification Notes, given by or on behalf of the Company, the Controlling Shareholders or the Directors was so given by a person having appropriate knowledge and duly authorised for such purpose and each such information or reply has been given in full and in good faith and was, and remains, complete, true and accurate in all material aspects and not misleading and contains all information and particulars with regard to the subject matter with no omission;
- 1.8.8 the information contained in the management continuity analysis, including the classification of certain members of staff as "core management team members" on the basis that they are an identifiable group of individuals most relevant and responsible for the results of the Group during the Track Record Period and remained in positions of responsibility with the Group throughout the Track Record Period, forming part of the Admission-related Submissions is true, accurate in all material aspects and not misleading; and
- 1.8.9 the information contained in the ownership continuity analysis, including the description of the relationship between the Controlling Shareholders, forming part

of the Admission-related Submissions is true and accurate in all material aspects and not misleading.

- 1.9 Other than the Hong Kong Public Offering Documents and the International Offering Documents, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) (A) has not, without the prior written consent of the Sponsor-Overall Coordinator, prepared, made, used, authorised, approved or referred to any Supplemental Offering Material and (B) will not, without the prior written consent of the Sponsor-Overall Coordinator, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material (in this paragraph, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares, including any Investor Presentation Materials or roadshow materials relating to the Offer Shares that constitutes such written communication, other than the Prospectus and the International Offering Documents or amendments or supplements to those documents).
- 1.10 Each of the Hong Kong Public Offering Documents, the International Offering Documents, the Application Proof Prospectus, the PHIP and the Formal Notice contains or includes:
- 1.10.1 all information and particulars required to comply with the Companies (WUMP) Ordinance and the Listing Rules, as applicable, and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange; and
- 1.10.2 all such information as investors and their professional advisers would reasonably require, and reasonably expect to find in there, for the purpose of making an informed assessment of the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profitability, results of operations, position or condition (financial or otherwise) or performance of any Group Company or the Group as a whole (including any litigation or claim of any third party being threatened or instigated against any Group Company) and the rights attaching to the H Shares.
- 1.11 The Application Proof Prospectus and the PHIP comply with the relevant Listing Rules regarding redactions and contain the appropriate warning and disclaimer statements for publication.
- 1.12 No significant customer or supplier of any Group Company is considering ceasing to deal with any Group Company or reducing the extent or value of its dealings with any Group Company, save to the extent which, individually or in the aggregate, would not result in a Material Adverse Change.
- 1.13 All public notices, announcements and advertisements in connection with the Global Offering and all Approvals and Filings provided by or on behalf of any Group Company, and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, to the Stock Exchange, the SFC, and the CSRC have complied and will comply with all applicable Laws.
- 2 Share Capital, Capacity, Authority and Group Companies**
- 2.1 The Company has the registered, issued and paid-up share capital as set forth in the section of each of the Disclosure Documents headed “Share Capital”; all of the issued Shares have been duly authorised and registered and validly allotted and issued and are

fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of, and are not subject to, any Encumbrance. The Offer Shares have been duly authorised and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly registered, allotted and issued, fully paid and non-assessable, issued in compliance with all applicable Laws and not issued in violation of, and not subject to, any Encumbrance.

- 2.2 The Company has been duly incorporated and is validly existing as a joint stock company with limited liability in good standing under the Laws of the PRC, with full right, power and authority (corporate and other) to:
- 2.2.1 own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Disclosure Documents;
  - 2.2.2 execute and deliver this Agreement, the International Underwriting Agreement and each of the Operative Documents to which it is a party and to perform its obligations hereunder and thereunder; and
  - 2.2.3 allot, issue and deliver the Offer Shares as contemplated herein and under the Global Offering.
- 2.3 The Company is capable of suing and being sued. The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. The Articles of Association comply with the requirements of the Laws of the PRC and the Listing Rules, and are in full force and effect.
- 2.4 The Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification or good standing is required (by virtue of its business, ownership or leasing of properties or assets or otherwise).
- 2.5 (A) The interests of the Company in the issued or registered share capital or other equity interests of or in each of the other Group Companies are fully and accurately set forth in the section of each of the Disclosure Documents headed "Appendix I – Accountants' Report".
- (B) Other than as set forth in the section of each of the Disclosure Documents headed "Appendix I – Accountants' Report", 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.
- (C) All of the issued shares of each Group Company have been duly authorised and validly allotted and issued, are fully paid up and non-assessable, have been allotted and issued in compliance with all applicable Laws and were not issued in violation of any Encumbrance and are owned by the relevant Group Company subject to no Encumbrance.
- (D) The registered capital (in the form of shares or otherwise) of each of the PRC Group Companies has been duly and validly established, all of such registered capital is fully paid up with all contributions to such registered capital having been or will be paid within the time periods prescribed under applicable Laws and the articles of association of the PRC Group Companies, and all payments of such contributions having been approved by the applicable Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding.

(E) Save as disclosed in the Disclosure Documents, no options, warrants or other rights to purchase or subscribe for, agreements or other obligations to allot, issue or sell or other rights to convert any obligation into, share capital or other equity interests of or in any Group Company are outstanding.

## 2.6

- 2.6.1 Each Group Company has been duly incorporated, registered, established or organised and is validly existing as a legal person with limited liability in good standing (where applicable) under the Laws of the jurisdiction of its incorporation, registration, establishment or organisation, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Disclosure Documents; each Group Company is capable of suing and being sued;
  - 2.6.2 Each Group Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification or good standing is required (by virtue of its business, ownership or leasing of properties or assets or otherwise);
  - 2.6.3 The articles of association or other organisational or constitutional documents or the business licence of each Group Company complies with the requirements of the Laws of the jurisdiction of its incorporation, registration, establishment or organisation, and are in full force and effect;
  - 2.6.4 all necessary Approvals and Filings to, from or with any Authority with respect to the incorporation, registration, establishment or organisation of the Company have been duly and validly made or obtained;
  - 2.6.5 Each of the PRC Group Companies has passed each annual examination by the applicable Authorities in the PRC without being found to have any deficiency or to be in default under applicable Laws of the PRC and has timely received all requisite certifications from each applicable Authority in the PRC without being found to have any deficiency or to be in default under applicable Laws of the PRC and has timely received all requisite certifications from each applicable Authority in the PRC; and
  - 2.6.6 All necessary Approvals and Filings to, from or with any Authority with respect to the incorporation, registration, establishment or organisation of each Group Company have been duly and validly made or obtained.
- 2.7 None of the Group Companies is conducting or proposes to conduct any business, has acquired or proposes to acquire any property or asset, or has incurred or proposes to incur any liability or obligation (including contingent liability or obligation), which are material to that Group Company, but which is not directly or indirectly related to that Group Company or the business of the Group, as described in each of the Disclosure Documents.
- 2.8 None of the Group Companies, the Controlling Shareholders nor any person acting on behalf of any of them has taken any action, nor have any steps been taken by any person, nor have any Actions under any Laws been started or threatened, to:
- 2.8.1 liquidate, wind up, dissolve, make dormant, eliminate or declare insolvent any Group Company; or

- 2.8.2 withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Group Companies or any of their respective properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any of the Group Companies; or
- 2.8.3 bring an adverse effect to the Global Offering.
- 2.9 The Group is capable of carrying on its business independent of the Controlling Shareholders.
- 3 Offer Shares**
- 3.1 The Offer Shares:
- 3.1.1 have been duly and validly authorised and, when allotted, issued, sold and/or delivered against payment as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, issued, sold and/or delivered, fully paid up and non-assessable, free of any, and subject to no, Encumbrance;
- 3.1.2 when allotted, issued, sold and/or delivered against payment as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the Articles of Association or any agreement or other instrument to which the Company is a party, except as disclosed in each of the Disclosure Documents.
- 3.2 No holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of any of the Company's liabilities or obligations by reason of being such a holder. Save as disclosed in each of the Disclosure Documents, the subscribers or purchasers of all Offer Shares allotted, issued or sold under the Global Offering will be entitled to participate in all dividends or other distributions which may be declared, paid or made on or in respect of the H Shares at any time on or after the Listing Date for so long as he/it remained as the holder of such Offer Shares.
- 3.3 As at the Listing Date, the Company will have the registered and issued share capital as set forth in the section of each of the Disclosure Documents headed "Share Capital" and "Appendix VII – Statutory and General Information – A. Further Information about our Group", and, assuming the full exercise of the Over-allotment Option, as at the relevant settlement date for the Option Shares, the Company will have the registered and issued share capital as set forth in the section of each of the Disclosure Documents headed "Share Capital" and "Appendix VII – Statutory and General Information – A. Further Information about our Group".
- 3.4 The share capital of the Company, including the Offer Shares, conforms in all respects to its description as contained in each of the Disclosure Documents, and each such description is complete, true and accurate in all respects and not misleading. The certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under the Laws of the PRC and Hong Kong.
- 4 This Agreement and Operative Documents**
- 4.1 Each of this Agreement, the International Underwriting Agreement and the Operative Documents has been or will be duly authorised, executed and delivered by the Company

and when duly authorised, executed and delivered by the other parties to this Agreement and those agreements, constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

- 4.2 To the best knowledge and belief of the Company, none of the investment commitments by the cornerstone investors under the Cornerstone Investor Agreements has been, or will be, reduced, withdrawn, terminated, cancelled or otherwise not fulfilled.
- 4.3 The statements set forth in the sections of each of the Prospectus and the International Offering Documents headed "Structure of the Global Offering" and "Underwriting", insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all respects and not misleading.

## 5 **No Conflict, Compliance and Approvals**

- 5.1 No Group Company is in breach or violation of or in default under (nor has any event occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, 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):

- 5.1.1 its articles of association or other organisational or constitutional documents or its business licence; or
- 5.1.2 any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets is or may be bound or affected; or
- 5.1.3 any Laws applicable to it or any of its properties or assets.

except in the case of 5.1.2 and 5.1.3 above where such breach, violation or default would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change.

- 5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the allotment, issuance and sale of the Offer Shares, the consummation of the transactions contemplated in this Agreement or those agreements, and the fulfilment of the terms of this Agreement or of those agreements, 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, lapse of time, fulfilment of any condition and/or compliance with any formality, 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 any Encumbrance on any property or assets of any Group Company pursuant to:
- 5.2.1 the articles of association or other organisational or constitutional documents or the business licence of any of the Group Companies; or
- 5.2.2 any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any of the Group Companies is a party or by which any of the Group

Companies or any of their respective properties or assets is or may be bound or affected; or

- 5.2.3 any Laws applicable to any of the Group Companies or any of their respective properties or assets.
- 5.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange.
- 5.4 Except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any of the Group Companies or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the allotment, issue or sale of the Offer Shares or the performance by the Company of its obligations under this Agreement or under the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement or the International Underwriting Agreement, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.
- 5.5 The Hong Kong Public Offering, the International Offering, the other transactions provided for or contemplated by this Agreement and the International Underwriting Agreement and all related arrangements will, in so far as they are the responsibility of a Group Company, be carried out in accordance with all applicable Laws in Hong Kong and elsewhere.
- 5.6 Except as described in each of the Disclosure Documents:
  - 5.6.1 no person has any right, contractual or otherwise, to cause the Company to issue or sell to it any H Shares or any other securities of the Company;
  - 5.6.2 no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to subscribe for any H Shares or any other securities of the Company;
  - 5.6.3 no person has any right to act as an underwriter or as a financial adviser to the Company in connection with the offer, allotment, issue or sale of the Offer Shares; and
  - 5.6.4 no person has any right, contractual or otherwise, to cause the Company to include any H Shares or any other securities of the Company in the Global Offering.
- 5.7 Except as disclosed in the Disclosure Documents:
  - 5.7.1 each of the Group Companies
    - (i) has conducted and is conducting its business and operations in compliance with all applicable Laws and
    - (ii) has obtained or made and holds and is in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, it or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its business and operations (**“Operational Approvals and Filings”**),

except to the extent that failure to so comply with such Laws or to so obtain, make or hold or comply with the Operational Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Change.

- 5.7.2 All the Operational Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other restrictions or conditions not described in each of the Disclosure Documents.
- 5.7.3 All the Operational Approvals and Filings are valid and in full force and effect, and no Group Company is in violation of, or in default under, or has received notice of any Action or enquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.
- 5.7.4 None of the Ministry of Finance of the PRC (the “**MOF**”), the China Securities Regulatory Commission (the “**CSRC**”), the State Administration of Foreign Exchange of the PRC (the “**SAFE**”), the State Administration of Taxation (the “**SAT**”), the State Administration for Market Regulation of the PRC (the “**SAMR**”), the National Audit Office (the “**NAO**”), PRC State-owned Assets Supervision and Administration Commission (the “**SASAC**”), the People’s Bank of China (the “**PBOC**”) or their respective local offices has, in any inspection, examination or audit of any Group Company, reported findings or imposed penalties and, with respect to any such inspection, examination or audit, all findings have been properly rectified, all penalties have been paid and all recommendations have been adopted.
- 5.7.5 Each Group Company possesses all licences, certificates, permits and other authorisations issued by the PRC State Council, the MOF, the SAFE, the SAMR, the SAT and the CSRC, and their respective local authorities and agencies (collectively, the “**PRC Regulatory Authorities**”) and other governmental Authorities (collectively, the “**Governmental Licences**”) necessary to conduct its respective business. Each Group Company is in compliance with the terms and conditions of all such Governmental Licences. All of the Governmental Licences held by each Group Company are valid and in full force and effect. None of the Group Companies has received notice of any proceedings relating to the revocation, suspension or modification of any such Governmental Licence, and do not have any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Licence.

## 5.8

- 5.8.1 There are no Actions or enquiries under any Laws or by or before any Authority pending or threatened or contemplated, to which any of the Group Companies or any of their respective directors, officers or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, before or by any Authority; or
- 5.8.2 there is no Law that has been enacted, adopted or issued or that has been proposed by any Authority; and
- 5.8.3 there is no judgment, decree or order of any Authority,

which, in any such case described in paragraphs 5.8.1, 5.8.2 or 5.8.3, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse

Change or adversely affect the power or ability of the Company to perform its obligations under this Agreement or the International Underwriting Agreement, to offer, allot, issue, sell and/or deliver the Offer Shares or to consummate the transactions contemplated by this Agreement or the International Underwriting Agreement or otherwise adversely affect the Global Offering, or are required to be disclosed in the Disclosure Documents but are not so disclosed.

5.9 Save for any redaction in compliance with the applicable requirements in the Listing Rules, the statements set forth in the section of each of the Disclosure Documents headed "Future Plans and Use of Proceeds" are complete, true and accurate in all respects and not misleading.

5.10

5.10.1 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Group Companies or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Disclosure Documents have been obtained or made; and

5.10.2 No event has occurred, and no circumstance exists, which could prevent any Group Company from obtaining or making any such Approvals and Filings so disclosed; and

5.10.3 The use and application of the proceeds from the Global Offering, as set forth in each of the Disclosure Documents will not:

(i) conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, 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

(ii) result in the creation or imposition of any Encumbrance on any property or assets of any Group Company pursuant to (a) the articles of association or other organisational or constitutional documents or the business licence of any Group Company, (b) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any Group Company is a party or by which any Group Company or any of its properties or assets is or may be bound or affected, or (c) any Laws applicable to any Group Company or any of its properties or assets.

## 6 **Accounts**

6.1 The Reporting Accountants, whose audit report on certain consolidated financial statements of the Group is included in each of the Disclosure Documents, are independent public accountants with respect to the Company under section 290 of the Code of Ethics for Professional Accountants on "Independence – Audit and Review Engagements" issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder.

- 6.2 The audited consolidated financial statements (and the notes thereto) of the Group included in each of the Disclosure Documents:
- 6.2.1 give a true and fair view of the consolidated financial position of the Group as at the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Group for the periods specified; and
  - 6.2.2 have been prepared in accordance with Hong Kong Financial Reporting Standards ("HKFRS") issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; and
  - 6.2.3 are not affected by any exceptional item or other unusual or non-recurring items that are not disclosed therein, and make full provision for all actual liabilities and appropriate provision for all contingent or deferred liabilities of the Group, and proper and adequate provision for all Tax liabilities (including deferred Tax).
  - 6.2.4 All summary and selected financial data included in each of the Disclosure Documents present fairly the information shown in those documents and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included.
- 6.3 The pro forma net tangible assets (and the notes thereto) (and all other pro forma financial statements, information and data, if any) included in each of the Disclosure Documents 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 the notes thereto) (and all 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 the notes thereto) (and all other pro forma financial statements, information and data, if any).
- 6.4 There are no financial statements (historical or pro forma, as applicable) that are required (including by the Listing Rules or the Companies (WUMP) Ordinance) to be included in each of the Disclosure Documents that are not included as required.
- 6.5 No Group Company has any liabilities or obligations, direct or contingent (including any off-balance sheet liabilities and obligations), not described in each of the Disclosure Documents.
- 6.6 To the extent the Company's financial or operating data included in the Disclosure Documents are derived from PRC GAAP data, such PRC GAAP data have been calculated and prepared in conforming with the generally accepted accounting principles in the PRC ("**PRC GAAP**").
- 6.7 The memorandum on the profit forecast and the working capital forecast, which has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors believe to be fair and reasonable and (A) all statements of fact in such memorandum are complete, true and accurate in all respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) there are no other facts or assumptions which in any case

ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum.

- 6.8 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of each of the Disclosure Documents entitled “Financial Information – Working Capital Sufficiency” (the “**Prospective Financial Information**”) has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the Company and the assumptions stated in each of the Disclosure Documents; (B) the assumptions used in the preparation of the Prospective Financial Information are all those that the Company believes are significant in forecasting the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date; (C) the Prospective Financial Information represents a reasonable forecast of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date; and (D) the Company and the Directors are of the view that, taking into consideration the financial resources available to the Company, which is primarily the internal resources, banking facilities and the estimated net proceeds from the Global Offering, the Company has sufficient working capital for present requirements and for at least the next 12 months commencing from the date of the Prospectus.
- 6.9 The statements set forth in the section of each of the Disclosure Documents headed “Financial Information – Significant Accounting Policies and Critical Accounting Judgements and Estimates” are complete, true and accurate in all respects and not misleading and fully describe (A) accounting policies which the Company believes are relevant to 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) and explain the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the board of Directors and the senior management of the Company have (i) reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and (ii) consulted with the Reporting Accountants with regard to such selection, application and disclosure.
- 6.10 Each of the Disclosure Documents accurately and fully describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would affect the liquidity of any of the Group Companies and could reasonably be expected to occur and (B) all off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; none of the Group Companies has any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any of the Group Companies, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have an effect on the liquidity of any of the Group Companies or the availability thereof or the requirements of any of the Group Companies for capital resources.
- 6.11 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all respects (and, where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports,

letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful enquiry; (B) no information was withheld from the Reporting Accountants for the purposes of their preparation and issuance of their report contained in each of the Disclosure Documents and the comfort letters to be issued by the Reporting Accountants to the Underwriters in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information or documents which have not been provided, the result of which would make the information and documents so received misleading; and (C) no information was withheld from the Reporting Accountants or the Underwriters for the purposes of their review of the profit forecast memorandum and the pro forma adjusted net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in the Disclosure Documents or their review of the Company's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 6.12 The statutory books, books of account and other records of whatsoever kind of the Company and each of the Group Companies are in its proper possession, up-to-date and contain complete and accurate records as required under applicable Laws to which any Group Company is subject to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received.
- 6.13 All historical financial information contained in the Prospectus (other than in the Accounts) has been either correctly extracted from the Accounts or is derived from the relevant accounting records of the Group Companies which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

## **7 Indebtedness and Obligations**

### **7.1**

- 7.1.1 Except as otherwise disclosed in the Disclosure Documents, no Group Company has any outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and loans, debt securities or similar indebtedness, hire purchase commitments or any mortgage or charge or any guarantee or other contingent liabilities; and
- 7.1.2 No outstanding indebtedness of any Group Company has (or, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, will) become repayable before its stated maturity, nor has (or, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, will) any security in respect of such indebtedness become enforceable by reason of default of any Group Company; and
- 7.1.3 No person to whom any indebtedness of a Group Company that is repayable on demand is owed has demanded, or threatened to demand repayment of, or to take steps to enforce any security for, the same; and
- 7.1.4 No circumstance has arisen such that any person is now entitled to require payment of any indebtedness of any of the Group Companies or under any guarantee of any liability of any of the Group Companies by reason of default of such Group Company or any other person or under any guarantee given by any of the Group Companies; and

7.1.5 No Group Company has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.

7.2 (A) The amounts borrowed by any Group Company do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or in any debenture or other deed or document binding upon it; (B) no Group Company 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; and (C) with respect to each of the borrowing facilities of a Group Company, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable against that Group Company in accordance with its terms and is in full force and effect; (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown; (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (iv) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to any Group Company from or by any Authority, in consequence of which that Group Company is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

## 8 **Subsequent Events**

8.1 After the Accounts Date, no Group Company has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to that Group Company; (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including contingent liability) or other obligation that is material to that Group Company; (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 Group Companies and tax liens, that is material to the Group; (D) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to that Group Company; (E) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business; (F) purchased or reduced, or agreed to purchase or reduce, its share capital or other equity interests of any class; (G) declared, made or paid any dividend or distribution of any kind on its share capital or other equity interests of any class; or (H) entered into a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in (A) to (G) above.

8.2 After the Accounts Date, no Group Company has sustained any loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Authority.

8.3 Subsequent to the respective dates as at which information is given in each of the Disclosure Documents, there has not been (A) any Material Adverse Change; (B) any transaction which is material to the Group; (C) any obligation or liability, direct or contingent (including any off-balance sheet obligations), incurred by any Group Company, which is material to the Group; (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any Group Company; or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any Group Company.

8.4 There has not been any material change in the financial position of the Group as compared to amounts shown in the Accounts.

## 9 **Assets and Properties**

### 9.1

- 9.1.1 Except as disclosed in each of the Disclosure Documents, each Group Company (i) has valid, good and marketable title to all properties (including real properties and buildings) and other assets that it purports to own and (ii) is entitled as legal and beneficial owner of such properties and other assets; and
- 9.1.2 There are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions (whether in relation to the use of the property or otherwise) affecting any such property or other asset, except such as would not, individually or in the aggregate, (i) adversely affect the value of such property or other asset, (ii) interfere with the use made or proposed to be made of such property or other asset by that Group Company, (iii) adversely limit, restrict or otherwise affect the ability of that Group Company to utilise, develop or redevelop such property or other asset or (iv) result in a Material Adverse Change; and
- 9.1.3 In respect of any property (including real property and buildings) or other assets held under lease, tenancy or licence by any Group Company, (i) such lease, tenancy or licence (a) is in full force and effect, (b) has been duly authorised, executed and delivered and (c) is legal, valid, binding, subsisting and enforceable by that Group Company in accordance with its terms, (ii) no default (or event which with notice, lapse of time, fulfilment of any condition and/or compliance with any formality would constitute a default) under such lease, tenancy or licence by any Group Company has occurred and is continuing or is likely to occur, (iii) no Group Company is aware of any Action of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of that Group Company under such lease, tenancy or licence or (b) which may affect the rights of that Group Company to the continued possession or use of such leased or licensed property or other asset, (iv) the right of that Group Company to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions and (v) 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 that Group Company; and
- 9.1.4 No Group Company owns, operates, manages, leases or has any other right or interest in any other real property or building of any kind, and except as set forth in the section of each of the Disclosure Documents headed "Business – Land and Properties"; and
- 9.1.5 No other properties (including real properties and buildings) or assets are necessary in order for any Group Company to carry on its business in the manner presently conducted and as described in each of the Disclosure Documents other than those properties or assets, the absence of which would not, individually or in the aggregate, result in a Material Adverse Change.

## 10 **Intellectual Property**

- 10.1 Each Group Company owns (free of any Encumbrance), or has (or can obtain on reasonable terms) licences for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or

service names, designs, domain names, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Disclosure Documents as being owned or licensed or used by it and that are necessary for the conduct of, or material to, its business as currently conducted or as proposed to be conducted, each of which licences or rights is (or, when so obtained, will be) legal, valid, binding and enforceable in accordance with its terms and is (or, when so obtained, will be) in full force and effect.

- 10.2 There are no third parties who have or will be able to establish rights to any Intellectual Property, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which has been licensed to a Group Company and has been disclosed in each of the Disclosure Documents.
- 10.3 To the best of the knowledge of the Company, there is no infringement by third parties of any Intellectual Property which may result in a Material Adverse Change.
- 10.4 There is no pending or threatened Action by others challenging any Group Company’s rights in, or the validity, enforceability or scope of any Intellectual Property, and there are, to the best of the knowledge of the Company, no facts which could form a reasonable basis for any such Action.
- 10.5 There is no pending or threatened Action by others that any Group Company infringes or otherwise violates any patent, trade or service mark, trade or service name, design, domain name, service name, copyright, trade secret or other proprietary rights of others which may result in a Material Adverse Change, and there are no facts which could form a reasonable basis for any such Action.
- 10.6 Each Group Company has complied with the terms of each agreement pursuant to which Intellectual Property has been licensed to it, and all such agreements are in full force and effect.
- 10.7 There is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property or that challenges the validity, enforceability or scope of any of the Intellectual Property.
- 10.8 There is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the relevant jurisdiction over intellectual property matters. Except as disclosed in each of the Disclosure Documents, no Group Company has owned or used any Intellectual Property anywhere in the world that is material to its business.
- 10.9 As at the Latest Practicable Date (as defined in the Prospectus), the Group has registered or applied for the registration of (as the case may be) each of the Intellectual Property set out in the section headed “Appendix VII – Statutory and General Information – B. Further Information about our Business - 2. Our Intellectual Property Rights” in each of the Disclosure Documents.
- 10.10 The statements contained in each of the Disclosure Documents in the section headed “Appendix VII – Statutory and General Information – B. Further Information about our Business - 2. Our Intellectual Property Rights” are complete, true and accurate in all material respects and not misleading.

## 11 **Information Technology**

- 11.1 All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Group Companies (collectively, the “**Information Technology**”) comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Group Companies as currently conducted or as proposed to be conducted.
- 11.2 The Group Companies either legally and beneficially own, or have obtained licences for, or other rights to use, all of the Information Technology.
- 11.3 Each agreement pursuant to which the Group Companies have obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Group Companies have complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would constitute such a default) by the Group Companies has occurred and is continuing or is likely to occur under any such agreement.
- 11.4 All the records and systems (including the Information Technology) and all data and information of the Group Companies are maintained and operated by the Group Companies and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the other members of the Group.
- 11.5 In the event that the persons providing maintenance or support services for the Group Companies with respect to the Information Technology cease or are unable to do so, the Group Companies have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain and support the Information Technology.
- 11.6 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any governmental authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same.
- 11.7 There are no defects relating to the Information Technology.

## 12 **Pre-IPO Investments**

- 12.1 The descriptions of the events, documents and transactions relating to the pre-IPO investments (“**Pre-IPO Investments**”) as set forth in the section of each of the Disclosure Documents headed “History, Development and Corporate Structure” are complete, true and accurate and not misleading.
- 12.2 Each step in the Pre-IPO Investments was effected in compliance in all respects with all applicable Laws.
- 12.3 Each document in connection with the Pre-IPO Investments (the “**Pre-IPO Investment Documents**”) has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

- 12.4 None of the Pre-IPO Investments, their implementation nor any of the Pre-IPO Investment Documents:
- 12.4.1 resulted in or will result in the creation or imposition of an Encumbrance or other restriction on any property or assets of any Group Company or any Controlling Shareholder; or
  - 12.4.2 resulted in or will result in a breach of any of the provisions of the Articles of Association, the articles of association or other organisational or constitutional documents or the business licence of any Group Company or any Controlling Shareholder (save for Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin and Ms. Wang Na), or
  - 12.4.3 resulted in or will result in a breach of any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any Group Company is a party or by which any Group Company or any of the properties or assets of any Group Company is or may be bound or affected, or
  - 12.4.4 resulted in or will result in a breach of any Laws applicable to any Group Company or any of the properties or assets of any Group Company; or
  - 12.4.5 has rendered or will render any Group Company liable to any additional Tax which has not been provided for in the Accounts.
- 12.5 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any Group Company or any Controlling Shareholder or any of the properties or assets of any Group Company or any Controlling Shareholder, or otherwise from or with any other persons, required in connection with the Pre-IPO Investments have been obtained or made and are in full force and effect and no Approvals and Filings is subject to any condition precedent which has not been fulfilled or performed or other restrictions or conditions not described in each Disclosure Document.
- 12.6 The transactions contemplated by the Pre-IPO Investments have been effected in compliance with applicable Laws and in accordance with the Pre-IPO Investment Documents; other than such documents, there are no other documents or agreements, written or oral, that have been entered into by any Group Company or any Controlling Shareholder in connection with the Pre-IPO Investments which have not been previously provided, or made available, to the Appointees and/or any of the legal and other professional advisers to the Appointees and which have not been disclosed in the Disclosure Documents.
- 12.7 There are no Actions or enquiries pending or, to the best of the knowledge of the Company, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, enforceability or validity of the Pre-IPO Investments or any Pre-IPO Investment Document.

### 13 **Data Protection**

- 13.1 (i) Each of the Company and other members of the Group has complied with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**") in all respects; (ii) neither the Company nor any other 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 the Company

nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the “CAC”), the CSRC, or any other relevant governmental authority; and (iv) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration governmental authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction;

- 13.2 Neither the Company nor any other member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorised destruction or unauthorised 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;
- 13.3 No warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration governmental authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there;
- 13.4 Neither the Company nor any other 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);
- 13.5 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 other relevant governmental authority on the Company or any other member of the Group or any of their respective directors, officers and employees;
- 13.6 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
- 13.7 Neither the Company nor any other 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 relevant governmental authority. The Group Companies have complied in all respects with all applicable Data Protection Laws.

#### 14 **CSRC Filings**

- 14.1 The Company has prepared and submitted the CSRC Filing Report in relation to the Global Offering and any transactions contemplated by this Agreement and any relevant supporting materials (including, but not limited to, the PRC legal opinion issued by the PRC Lawyer, where applicable) to the CSRC pursuant to the applicable requirements under CSRC Filing Rules.
- 14.2 In connection with the CSRC Filings made to the CSRC for the Global Offering:

- 14.2.1 the Company and its Directors have complied, and remain in compliance with the requirements under the CSRC Filing Rules in the preparation and submission of the CSRC Filings;
  - 14.2.2 all information and statements included in the CSRC Filings (including the CSRC Filing Report) are and will remain true, accurate and complete and not misleading, and no information or facts have been omitted or withheld;
  - 14.2.3 (i) there are not and will not be any conflicting, inconsistent or different descriptions of facts contained in the CSRC Filings, (ii) the CSRC Filings contain and will contain detailed analysis on the fulfilment of Article 15 of the CSRC Filing Rules and descriptions of all events as required to be reported pursuant to the CSRC Filing Rules or other applicable laws, regulations and rules, and (iii) the CSRC Filings and all other documents filed with the CSRC or issued by or on behalf of the Company in connection with the Global Offering and any transactions contemplated by this Agreement do not and will not contain any statement or commentary that in any manner misrepresents or disparages laws, policies, business environment and judicial system of the PRC;
  - 14.2.4 each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules;
  - 14.2.5 the CSRC Filings has been timely submitted with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 14.3 the Company have not, and will not make any amendment, supplement or modification to the CSRC Filings and (where applicable) the related PRC legal opinion delivered to the Sponsor-Overall Coordinator under Schedule 3 unless prior consent from the Sole Sponsor and the Sponsor-Overall Coordinator (on behalf of the Hong Kong Underwriters) of any such amendment, supplement or modification is obtained.
- 14.4 The Company undertakes to notify the CSRC or the relevant PRC governmental authority of any events that are required to be reported under the applicable laws, rules and regulations (including, without limitation, the CSRC Rules), and to notify the Sole Sponsor and the Sponsor-Overall Coordinator (on behalf of the Hong Kong Underwriters) of any such information to the extent permitted by applicable laws, rules and regulations.
- 14.5 The Company has complied, and remain in compliance with all applicable laws, rules and regulations (including, without limitation, the CSRC Archive Rules) in connection with (i) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (ii) 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 (iii) maintenance of confidentiality of any Relevant Information.

## 15 **Employment and Labour**

### 15.1

- 15.1.1 Except as disclosed in each of the Disclosure Documents, no Group Company has any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or directors or supervisors or to any other person, where any Group Company participates in, or has participated in, or is liable to contribute to any such schemes; and
- 15.1.2 Except as disclosed in each of the Disclosure Documents, no Group Company has any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; and
- 15.1.3 Except as disclosed in each of the Disclosure Documents, there are no amounts or liability owing or promised to any present or former directors, supervisors, employees or consultants of any Group Company other than remuneration accrued, due or for reimbursement of business expenses; and
- 15.1.4 No directors or supervisors or senior management or key employees of any Group Company have given or been given notice terminating their contracts of employment; and
- 15.1.5 There are no proposals to terminate the employment or consultancy of any directors, senior management, supervisors, key employees or consultants of any Group Company or to vary or amend their terms of employment, appointment or consultancy (whether to their detriment or benefit); and
- 15.1.6 No Group Company has 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, supervisors, key employees or consultants by them, except as disclosed in each of the Disclosure Documents; and no liability has been incurred by any Group Company for breach of any director's, supervisor'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, supervisor, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director, supervisor or consultant of any Group Company; and
- 15.1.7 All contracts of service in relation to the employment of the employees, directors, supervisors and consultants of the Group Companies are on usual or normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on any Group Company and all subsisting contracts of service to which any Group Company 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
- 15.1.8 There are no claims pending or threatened or capable of arising against any Group Company, by any employee, director, supervisor, consultant or third party, in respect of any accident or injury not fully covered by insurance; each Group Company has, in relation to its respective directors, supervisors, employees or consultants, complied with all terms and conditions of such directors', supervisors',

employees' or consultants' (or former directors', supervisors', employees' or consultants') contracts of employment or consultancy.

## 15.2

15.2.1 There is (i) no dispute with the Directors, Supervisors or senior management and no strike, labour dispute, slowdown or stoppage or other claims by, or conflict with the employees of any of the Group Companies pending or threatened against any of the Group Companies, (ii) no union representation dispute currently existing concerning the employees of any of the Group Companies and (iii) no existing, imminent or threatened labour disturbance by the employees of any of the principal suppliers, contractors or customers of any Group Company; and

15.2.2 There have been and are no violations of any applicable labour and employment Laws by any of the Group Companies or by any of the principal suppliers, contractors or customers of any Group Company, except for matters which would not, individually or in the aggregate, result in a Material Adverse Change.

## 16 **Environmental Laws**

16.1 Each of the Group Companies and their respective assets and operations are in compliance with, and each of the Group Companies has obtained or made and holds and is in compliance with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below) in all material aspects.

## 16.2

16.2.1 There are no past, present or, to the best of the knowledge of the Company, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any costs or liabilities to any Group Company under, or to interfere with or prevent compliance by any Group Company with, any Environmental Laws; and

16.2.2 No Group Company is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or threatened Action, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used in this paragraph, "**Environmental Laws**" means Laws relating to health, safety, the environment (including the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including 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).

16.3 In the ordinary course of its business, each of the Group Companies conducts periodic reviews of the effect of Environmental Laws on its businesses, operations and properties, in the course of which it identifies and evaluates associated costs and liabilities (including any capital or operating expenditures required for compliance with Environmental Laws or any Approvals and Filings required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually

or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Change.

**17 Anti-trust**

No Group Company is a party to any agreement or arrangement or is carrying on any practice which, in whole or in part, contravenes or is or could be invalidated by any anti-trust, anti-monopoly, competition, fair trading (including adopting predatory pricing strategies), consumer protection or similar Laws in any jurisdiction where the Group Companies have assets or carry on business or in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).

**18 Insurance**

Each Group Company maintains such insurance covering its business, operations, inventories, properties and personnel with insurers of recognised financial responsibility as the Company reasonably deems adequate; and

18.1.1 each such insurance insures against such losses and risks to an extent which is adequate and prudent in accordance with customary industry practice to protect the relevant Group Company and its business; and

18.1.2 each such insurance is fully in force on the date of this Agreement and will be fully in force on the Prospectus Date and at all other times when the Warranties are deemed to be repeated pursuant to this Agreement; and

18.1.3 each Group Company is in compliance with the terms of all insurance maintained by it and there are no claims by any Group Company under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause and there are no circumstances likely to give rise to such a claim; and

18.1.4 neither the Company nor any of the other Group Companies has any reason to believe that it will not be able to renew any such insurance as and when such insurance expires or that the insurance will be void; and

18.1.5 no Group Company has been refused any insurance coverage sought or applied for and, as far as the Company is aware, there are no circumstances likely to give rise to such refusal.

**19 Internal Controls**

19.1 The Group Companies have established and maintain and evaluate a system of internal controls sufficient to provide reasonable assurance that:

19.1.1 transactions are executed in accordance with management's general or specific authorisation; and

19.1.2 transactions are recorded as necessary to permit preparation of financial statements in compliance with HKFRS or such other accounting standards as are adopted by the relevant Group Company and maintain accountability for assets; and

19.1.3 access to assets is permitted only in accordance with management's general or specific authorisation; and

- 19.1.4 the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and
  - 19.1.5 the Directors are able to make a proper assessment of the financial position and prospects of each Group Company; and
  - 19.1.6 each Group Company has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of the Group Company and provide a sufficient basis for the preparation of financial statements in accordance with HKFRS or such other accounting standards as are adopted by the relevant Group Company, and such internal controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal controls are monitored by the responsible persons.
- 19.2 There are no weaknesses in any Group Company's internal controls over financial reporting and no changes in any Group Company's internal controls over financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, that Group Company's internal controls over financial reporting.
- 19.3 None of the deficiencies and issues identified in the Internal Control Report would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of any Group Company to comply with any applicable Laws.
- 19.4 The Group Companies have duly completed all remediation actions in respect of each of the deficiencies or issues identified in the Internal Control Report in accordance with the recommendations and deadlines set out in the Internal Control Report.
- 19.5 Each Group Company has established and maintains and evaluates a system of disclosure and corporate governance controls and procedures to ensure that:
- 19.5.1 information relating to that Group Company is made known in a timely manner to the board of Directors and the Company's management by others within that Group Company; and
  - 19.5.2 the Company and the board of Directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies (WUMP) Ordinance, 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 are monitored by the responsible persons.

For the purposes of this paragraph, 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 under the Listing

Rules, is recorded, processed, summarised and reported in a timely manner and in any event within the time period required by applicable Law.

## 20 **Anti-Corruption and Money Laundering**

20.1 None of the Group Companies nor any of their respective directors, supervisors, officers, agents, employees, representatives, subsidiaries or Affiliates or any person acting on their behalf, is currently subject to sanctions imposed by applicable Laws.

20.2 None of the Group Companies nor any of their respective directors, supervisors, officers, agents, employees or Affiliates is aware of or has, directly or indirectly, made or authorised:

20.2.1 any contribution, payment, entertainment, unlawful expense or gift of funds or property in the United States, the United Kingdom, the PRC, Hong Kong or any such other jurisdiction, relating to political activity or to influence official action, or where the contribution, payment, entertainment, gift or expense was or is prohibited under any applicable Laws of the United States, the United Kingdom, the PRC, Hong Kong or any other jurisdiction applicable to such person or such contribution, payment or gift; or

20.2.2 any unlawful payment to any foreign or domestic government official or employee from corporate funds; or

20.2.3 any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

and without prejudice to the foregoing, none of the Group Companies nor any of their respective directors, supervisors, officers, agents, employees, representatives, Affiliates, subsidiaries or representatives has taken any action, directly or indirectly, in violation by such persons of any applicable Anti-Corruption Law; and each of the Group Companies and its Affiliates has instituted and maintained and will continue to maintain policies and procedures that are reasonably designed to ensure that it and its directors, supervisors, officers, agents, employees, representatives and Affiliates comply with applicable Anti-Corruption Law.

20.3 The operations of each Group Company are and have been conducted at all times in compliance with applicable financial record keeping and reporting and other requirements (if any) of applicable anti-money laundering statutes, laws, regulations, rules and guidelines of all jurisdictions and any similar rules, regulations or guidelines, including, without limitation, the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended (collectively, the "**Money Laundering Laws Applicable to the Group**"), and no Action or enquiry by or before any Authority involving the Company with respect to the Money Laundering Laws Applicable to the Group is pending or threatened.

## 21 **Sanctions**

21.1 None of the Company, any other member of the Group, nor any of their respective directors or officers, nor any employee, agent or affiliate or other person acting on their behalf (a) is or will be controlled by or owned 50% or more in the aggregate by any individuals or entities that are currently the subject of any sanctions administered or enforced by the United States (including but not limited to being the target of any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury the U.S. Department of State, or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, Her Majesty's Treasury, the Swiss State Secretariat for Economic Affairs, or other

sanctions authority which may assert jurisdiction over the Company (collectively, the “Sanctions” and such persons, “Sanctioned Persons” and each such person, a “Sanctioned Person”); (b) is located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (which are, for the avoidance of doubt, Cuba, Iran, North Korea, Syria and the Crimea, Donetsk, Luhansk, Zaporizhzhia and Kherson regions of Ukraine (collectively, the “Sanctioned Countries” and each, a “Sanctioned Country”)); or (c) will, directly or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity, (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner, that could or would result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the Global Offering, whether as underwriter, adviser, investor or otherwise).

- 21.2 neither the Company nor any other member of the Group, nor any of their respective directors or officers, nor any employee, agent or affiliate or other person acting on behalf of the Company or any other members of the Group has in the past five years engaged in, or is now engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country that at the time of the dealing or transaction is or was, the subject of Sanctions, which at the time of such dealing was in violation of Sanctions or would result in a violation by or imposition of Sanctions on any person, including, without limitation, any person participating in the Global Offering.
- 21.3 The Company will use the proceeds of the Global Offering exclusively in the manner set forth in the section headed “Future Plans and Use of Proceeds” in the Disclosure Documents, and will not, directly or indirectly, or in any way, use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, Affiliate, joint venture partner or other individual or entity, for the purpose of financing or facilitating any activities or business of or with any individual or entity that, at the time of such funding or facilitation, is the subject or target of sanctions imposed under the Sanctions Laws and Regulations, or operating in any country or territory that is the subject or target of any Sanctions Laws and Regulations where such operations are in violation of such Sanctions Laws and Regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations.
- 21.4 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated hereby or thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Controlling Shareholders will result in a violation (including, without limitation, by any of the Underwriters) of any of the Sanctions Laws and Regulations.

## 22 **Experts**

- 22.1 Each Expert 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 and where applicable has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP and the Preliminary Offering Circular and has not withdrawn its consent.

22.2 The factual contents of the reports (including the Internal Control Report, the Industry Report and the Property Valuation Report), opinions, letters or certificates of each Expert are and will remain complete, true and accurate in all respects (and, where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all respects) and no fact or matter has been omitted which would make the contents of any of those reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in those reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful enquiry.

22.3 No information was withheld from any Expert for the purpose of its preparation of its reports (including the Internal Control Report, the Industry Report and the Property Valuation Report), opinions, letters and certificates and all information given to each Expert for that purpose was given in good faith 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 misleading.

### 23 **Forward-looking Statements and Operational, Statistical and Market Data**

23.1 Each forward-looking statement contained in each of the Disclosure Documents has been made or reaffirmed with a reasonable basis and in good faith.

23.2 All operational, statistical or market-related data included in each of the Disclosure Documents that:

23.2.1 come from the Company have been derived from the records of the Group Companies using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all respects and not misleading; and

23.2.2 come from sources other than the Company are based on or derived from sources which are reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

### 24 **Material Contracts**

24.1 All contracts and agreements entered into within two years prior to the Prospectus Date (other than contracts or agreements entered into in the ordinary course of business) to which a Group Company is a party and which are required to be:

24.1.1 disclosed as material contracts in the Prospectus; or

24.1.2 filed as material contracts with the Registrar of Companies in Hong Kong,

have been so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no such contracts or agreements which have not been so disclosed or filed will, without the written consent of the Sole Sponsor and the Sponsor-Overall Coordinator, be entered into, nor will the terms of any such contracts or agreements so disclosed or filed be changed, prior to or on the Listing Date; no Group Company, nor any other party to any such contract or agreement, has sent or received any communication regarding termination of, or intention not to renew, any of such contracts or agreements, and no such termination or non-renewal has been threatened by any Group Company or any other party to any such contract or agreement.

- 24.2 Each of the contracts or agreements listed as being a material contract in the section of the Prospectus headed “Appendix VII - Statutory and General Information – B. Further Information about our Business – 1. Summary of Material Contracts” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 24.3 None of the Group Companies:
- 24.3.1 has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by any Group Company on six months’ notice or less); or
  - 24.3.2 is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction; or
  - 24.3.3 is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.

## 25 **Connected Transactions and Conflict of Interest**

- 25.1 In respect of the connected transactions (as defined in the Listing Rules) of the Group (the “**Connected Transactions**”) as disclosed in the Disclosure Documents:
- 25.1.1 the statements describing each Connected Transaction in the Disclosure Documents 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, and there are no other Connected Transactions which have not been disclosed in each of the Disclosure Documents; and
  - 25.1.2 all information (including 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 any Group Company, the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, Affiliates or agents, to the Appointees, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Property Valuer, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange and/or the SFC was so disclosed or made available in full and in good faith and was, when disclosed or made available, and remains, complete, true and accurate in all respects and not misleading, and there is no other information or documents which have not been disclosed or made available, the result of which would make the information and documents so disclosed or made available misleading; and
  - 25.1.3 each Connected Transaction has been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms, and is fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including the independent non-executive Directors, in coming to their view, have made due, careful and proper enquiries and investigations of that Connected Transaction; and

- 25.1.4 the relevant Group Company has complied with and will continue to comply with the terms of each Connected Transaction so long as the agreement or arrangement relating that transaction is in effect, and the Company will inform the Sole Sponsor and the Sponsor-Overall Coordinator promptly should there be any breach of any such terms before or after the listing of the H Shares on the Stock Exchange; and
- 25.1.5 each Connected Transaction and its related agreements and undertakings have been duly authorised, executed and delivered, constitute a legal, valid and binding agreement or undertaking of the parties to those agreements, and are enforceable in accordance with their terms, and are in full force and effect; and
- 25.1.6 each Connected Transaction was and will be carried out by the relevant Group Company in compliance with all applicable Laws.
- 25.2 None of the Directors and the Controlling Shareholders, either alone or in conjunction with or on behalf of any other person, is engaged in any business that is in competition with the business of any Group Company to the extent that there could be a conflict of interests between such Director or the Controlling Shareholders, as the case may be, or any of his or her or its Associates and the general body of shareholders of the Company.
- 25.3 Except as otherwise disclosed in each of the Disclosure Documents, none of the Directors, the Controlling Shareholders and their respective Associates:
- 25.3.1 is interested, directly or indirectly, in any assets which have, since the date three years immediately preceding the Prospectus Date, been acquired or disposed of by or leased to any Group Company; or
- 25.3.2 is or will be interested in any agreement or arrangement with any Group Company.
- 25.4 Except as disclosed in each of the Disclosure Documents, no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment or service contracts with current directors or officers of a Group Company) is or will be outstanding between a Group Company, on the one hand, and any current or former director or officer of such Group Company or any Associate of any of the foregoing persons, on the other hand.
- 26 Tax**
- 26.1 All returns, reports or filings required to be filed by or in respect of any Group Company for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material aspects and not misleading and are not the subject of any dispute with any Taxing or other Authority and there are no circumstances giving rise to any such dispute.
- 26.2 All Taxes and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to Tax or penalties applicable thereto, due or claimed to be due from any Group Company have been duly and timely paid, other than those being contested in good faith by legal Actions and for which adequate reserves have been provided; there is no Tax deficiency of any amount that has been asserted against any Group Company.
- 26.3 The provisions included in the audited consolidated financial statements of the Group as set forth in each of the Disclosure Documents included appropriate provisions required under HKFRS for all Taxes and other assessments of a similar nature (whether imposed

directly or through withholding), including any interest, additions to Tax or penalties applicable thereto, in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the relevant Group Company was then or could reasonably be expected thereafter to become or has become liable.

- 26.4 The statements set forth in the section of each of the Disclosure Documents headed “Appendix IV – Taxation and Foreign Exchange” are complete, true and accurate in all material aspects and not misleading.
- 26.5 Each of the waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company or any of its Subsidiaries by any Authority is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under applicable Laws. The Company has not received notice of any deficiency in its applications for such preferential treatment, and the Company is not aware of any reason why the Company may not qualify for, or be in compliance with the requirements for, such preferential treatment.
- 26.6 Except as described in each of the Disclosure Documents, no stamp or other issuance or transfer Taxes or duties or other assessments of a similar nature and no capital gains, income, withholding or other Taxes or other assessments of a similar nature are payable by or on behalf of any Group Company in Hong Kong or the PRC or to any Taxing or other Authority in connection with (i) the execution and delivery of this Agreement and the International Underwriting Agreement; (ii) the allotment, issuance or sale of the Offer Shares; (iii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Prospectus; (iv) the offer, allotment, issue, sale or delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in each of the International Offering Documents; or (v) the deposit of the Offer Shares with HKSCC.
- 26.7 Neither the Company nor any of its Subsidiaries is a party to any transaction or arrangement under which it or they may be required to pay for any asset or services or facilities of any kind an amount which is in excess of the price that parties dealing on an arm's length basis would be willing to pay for such asset or services or facilities or will receive any payment for any asset or services or facilities of any kind that it has supplied or provided or is liable to supply or provide which is less than the price that parties dealing on an arm's length basis would be willing to supply or provide such asset or services or facilities.
- 26.8 Neither the Company nor any of its Subsidiaries has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and, to the best knowledge of the Company, no Taxation Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.

## 27 **Dividends**

- 27.1 Except as disclosed in each of the Disclosure Documents, all dividends and other distributions declared and payable on the H 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 or other assessments of a similar nature

imposed, assessed or levied by or under the Laws of Hong Kong or the PRC or by Hong Kong or the PRC or any Taxing or other Authority.

- 27.2 No Group Company is prohibited, directly or indirectly, from (i) paying dividends to the Company, (ii) making any other distribution on the share capital or other equity interests of or in that Group Company, (iii) repaying the Company any loans or advances to that Group Company from the Company or (iv) transferring any properties or assets to the Company or any other Group Company.
- 27.3 Provided that the procedures for payment of the dividends and other distributions comply with applicable Laws, all dividends and other distributions declared and payable on the Company's direct or indirect equity interests in its Subsidiaries or associated companies may under applicable Laws and regulations be paid to the Company (in one or a series of dividend or other distribution transactions) and may be converted into foreign currency that may be freely transferred out of the jurisdictions of incorporation of the relevant Subsidiaries or associated companies. Except as described in each of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP and the Preliminary Offering Circular headed "Financial Information – Dividend", all such dividends and other distributions may be so paid without the necessity of obtaining any governmental authorization in such jurisdictions.

## 28 **Market Conduct**

- 28.1 None of the Group Companies nor any of their respective "affiliates" (within the meaning of Rule 501(b) of Regulation D under the Securities Act), nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Sponsor-Overall Coordinator has notified the Company that all of the Offer Shares have been sold by the Underwriters, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the 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 CSRC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.
- 28.2 None of the Group Companies nor any of their respective "affiliates" (within the meaning of Rule 501(b) of Regulation D under the Securities Act), nor any person acting on behalf of any of them, (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to cause or result in, or which has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws 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, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance or (C) 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 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.

## 29 **Immunity**

None of the Group Companies nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty or otherwise from any

Action, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other Action for the giving of any relief or for the enforcement of any judgment.

### **30 Choice of Law and Jurisdiction**

30.1 The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the PRC and Hong Kong; the Company can sue and be sued in its own name under the Laws of the PRC and Hong Kong; the agreement by the Company to resolve any dispute by arbitration,, the waiver by the Company and the Controlling Shareholders of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the agreement that this Agreement will be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the PRC and Hong Kong courts; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over the Company, as applicable; and any arbitral award obtained under this Agreement will be recognised and enforced by the PRC and Hong Kong courts.

30.2 It is not necessary under the Laws of Hong Kong or the PRC that any of the Underwriters (other than those incorporated or organised under the Laws of Hong Kong or the PRC) should be licensed, qualified or entitled to carry out business in Hong Kong or the PRC (i) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (ii) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

### **31 Professional Investor**

The Company has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 6 and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” mean the Company, and “we” or “us” or “our” mean the Sponsor-Overall Coordinator and the Hong Kong Underwriters.

### **32 Allotment, Issue and Sale of Offer Shares**

32.1 Except pursuant to this Agreement or the International Underwriting Agreement, no Group Company has incurred any liability for any finder’s or broker’s fee or agent’s commission or other payments in connection with the execution and delivery of this Agreement or the International Underwriting Agreement or the offer, allotment, issue or sale of the Offer Shares or the consummation of the transactions contemplated by this Agreement or the International Underwriting Agreement or the Offering Documents.

32.2 No Group Company has entered into any contractual arrangement relating to the offer, allotment issue, sale, distribution and/or delivery of any H Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements.

### **33 Litigation and Other Proceedings**

33.1 There are no legal, arbitration or governmental Actions in progress, pending or threatened, to which any Group Company or any director or supervisor of any Group Company is a

party or to which any of the properties of any Group Company or any director or supervisor of any Group Company is subject, whether or not arising from transactions in the ordinary course of business, that would result in a Material Adverse Change or affect the power or ability of the Company to perform any of their respective obligations under this Agreement and the International Underwriting Agreement, to offer, allot, issue or sell any of the Offer Shares, or to consummate any of the transactions contemplated by the Prospectus or the International Offering Documents, and no event has occurred which is expected to give rise to such Actions. No such Actions, and no other disputes existed or was outstanding at any time within the period of 12 months, preceding the date of the Prospectus (whether or not now resolved), and notwithstanding it is now resolved or withdrawn, resulted from circumstances, or is or was otherwise of a nature, which should reasonably be viewed as significant to the Group now or in the future.

- 33.2 No Group Company which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant Group Company's relationship with such other parties.

**34 Directors, Supervisors and officers**

- 34.1 Any certificate signed by any officer of any Group Company and delivered to the Appointees, the legal advisers to the Underwriters or any of them in connection with the Global Offering will be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Appointees and each of them.
- 34.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company or the Appointees and/or any of them, and such authority and confirmations remain in full force and effect.
- 34.3 The Directors and the Supervisors have been duly and validly appointed and are the only directors and supervisors of the Company.
- 34.4 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.
- 34.5 All the interests or short positions of each of the Directors, the Supervisors and the Controlling Shareholders in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP and the Preliminary Offering Circular.
- 34.6 Neither the Company nor any of its Subsidiaries has any outstanding loans to any of the directors, or the supervisors, any of their respective spouses, children or other relatives or anybody corporate, trust or entity in which any of them has a controlling interest.

35 **United States Aspects**

- 35.1 Subject to compliance by the International Underwriters with their representations set forth in the International Underwriting Agreement (if any), 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, the Sponsor-Overall Coordinator or the Sole Global Coordinator in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP and the Preliminary Offering Circular.
- 35.2 Neither the Group nor any of its “affiliates” (within the meaning of Rule 501(b) of Regulation D under the Securities Act (“**Regulation D**”)) nor any person acting on behalf of any of them (A) directly or indirectly 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 engaged or will engage in any “directed selling efforts” within the meaning of Regulation S under the Securities Act with respect to the Offer Shares.
- 35.3 The Company is a “foreign issuer” within the meaning of Regulation S.
- 35.4 There is no “substantial U.S. market interest” within the meaning of Regulation S in the Offer Shares or securities of the Company of the same class as the Offer Shares.

**PART B:**  
**REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE CONTROLLING  
SHAREHOLDERS**

Each of the Controlling Shareholders jointly and severally represents, warrants and undertakes to each Appointee as follows:

**1 Information about the Controlling Shareholders**

- 1.1 All information with respect to the Controlling Shareholders included in the Hong Kong Public Offering Documents, the International Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice and the CSRC Filings (A) did not contain and will not contain any untrue statement of a fact and (B) did not omit and will not omit to state any fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.
- 1.2 All information with respect to the Controlling Shareholders disclosed or made available in writing or orally from time to time, including Verification Notes and the answers and documents referred to therein (and any new or additional information serving to update or amend the Verification Notes so disclosed or made available prior to the date of this Agreement), by or on behalf of the Controlling Shareholders and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, to the Appointees, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC and/or the CSRC) was, when disclosed or made available, and remains, complete, true and accurate and not misleading with no omissions, and was disclosed or made available in full and in good faith. No information with respect to the Controlling Shareholders has been knowingly withheld from the Appointees, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC.

**2 Capacity**

- 2.1 Save for Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin, and Ms. Wang Na, each of the Controlling Shareholders has been duly incorporated under the law of its jurisdiction of incorporation. Each of the Controlling Shareholders has full right, power and authority (corporate and other) to execute, deliver this Agreement, the International Underwriting Agreement and each of the Operative Documents to which he/it is a party and to perform his/its respective obligations hereunder and thereunder.
- 2.2 The Controlling Shareholders and their respective properties, assets or revenues are not entitled to any right of immunity on the grounds of sovereignty or otherwise from any Action, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other Action for the giving of any relief or for the enforcement of any judgment.
- 2.3 The Controlling Shareholders have read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 6 and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” mean the Controlling Shareholders, and “we” or “us” or “our” mean the Sponsor-Overall Coordinator and the Hong Kong Underwriters.

### 3 Execution and Authorisation

- 3.1 This Agreement has been or will be duly authorised, executed and delivered by the Controlling Shareholders and when duly authorised, executed and delivered by the other parties to this Agreement or thereto, constitutes a legal, valid and binding agreement of the Controlling Shareholders, enforceable against the Controlling Shareholders in accordance with its terms.
- 3.2 The execution and delivery of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which each of the Controlling Shareholders is a party, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms of this Agreement or of those agreements, 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, lapse of time, fulfilment of any condition and/or compliance with any formality, 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 any Encumbrance on any property or assets of the Controlling Shareholders pursuant to (A) (save for Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin and Ms. Wang Na) the memorandum and articles of association or other organisational or constitutional documents or the business licence of the Controlling Shareholders; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any of the Controlling Shareholders is a party or by which the Controlling Shareholders or any of their respective properties or assets is or may be bound or affected; or (C) any Laws applicable to the Controlling Shareholders or any of their respective properties or assets.
- 3.3 Each of the Controlling Shareholder is not in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) (save for Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin and Ms. Wang Na) its respective memorandum and articles of association or other organisational or constitutional documents or its respective business licence; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any of the Controlling Shareholder is a party or by which they or any of his/its properties or assets is or may be bound or affected; or (C) any Laws applicable to him/it or any of his/its respective properties or assets.
- 3.4 Except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the performance by the Controlling Shareholders of their respective obligations under this Agreement or under the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement or the International Underwriting Agreement, have been

obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

- 3.5 (A) There are no Actions or enquiries under any Laws or by or before any Authority pending or threatened or contemplated, to which any of the Controlling Shareholders or any of its directors, officers or employees (if applicable) is or may be a party or to which any of his/its properties or assets is or may be subject, at law or in equity, before or by any Authority; (B) there is no Law that has been enacted, adopted or issued or, to the best of the knowledge of the Controlling Shareholders, that has been proposed by any Authority; and (C) there is no judgment, decree or order of any Authority, which, in any such case described in (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or adversely affect the power or ability of the Controlling Shareholders to perform their respective obligations under this Agreement or the International Underwriting Agreement, to offer and/or deliver the Offer Shares or to consummate the transactions contemplated by this Agreement or the International Underwriting Agreement or otherwise adversely affect the Global Offering, or are required to be disclosed in the Disclosure Documents but are not so disclosed.

#### 4 **Compliance with Laws**

- 4.1 The Controlling Shareholders and their respective directors, officers, agents, employees, Affiliates, or representatives (if applicable) is not aware of and has not, directly or indirectly, made or authorised:

4.1.1 any contribution, payment, entertainment, unlawful expense, or gift of funds or property in the United States, the United Kingdom, the PRC, Hong Kong or any such other jurisdiction, relating to political activity or to influence official action, or where the contribution, payment, entertainment, expense or gift was or is prohibited under any applicable Laws of the United States, the United Kingdom, the PRC, Hong Kong or any other jurisdiction applicable to such person or such contribution, payment or gift;

4.1.2 any unlawful payment to any foreign or domestic government official or employee from corporate funds; or

4.1.3 any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment,

and without prejudice to the foregoing, the Controlling Shareholders and (where applicable) their respective directors, officers, agents, employees, Affiliates or representatives has not taken any action, directly or indirectly, in a violation by such persons of any applicable Anti-Corruption Law; and each Controlling Shareholder and (save for Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin and Ms. Wang Na) its subsidiaries and Affiliates has instituted and maintained and will continue to maintain policies and procedures that are reasonably designed to ensure that it and its directors, officers, agents, employees, Affiliates and subsidiaries comply with applicable Anti-Corruption Law.

- 4.2 The operations of the Controlling Shareholders are and have been conducted at all times in compliance with applicable financial record keeping and reporting and other requirements (if any) of applicable anti-money laundering laws, regulations, rules and guidelines of all jurisdictions and any similar rules, regulations or guidelines, including, without limitation, the U.S. Currency and Foreign Transactions Reporting Act of 1970, as

amended (collectively, the “**Money Laundering Laws Applicable to the Controlling Shareholders**”), and no Action or enquiry by or before any Authority involving the Controlling Shareholders with respect to the Money Laundering Laws Applicable to the Controlling Shareholders is pending or threatened.

- 4.3 None of the Controlling Shareholders and (where applicable) their respective directors, officers, agents, employees, Affiliates, representatives or any person acting on their behalf, is (i) the subject or target of, or is owned or controlled by an individual or entity that is currently the subject or target of, Sanctions Laws and Regulations or (ii) located, resident, organised or operating in a country or territory that is the subject of such Sanctions Laws and Regulations.
- 4.4 The Controlling Shareholders will cause the Company to use the proceeds of the Global Offering exclusively in the manner set forth in the section headed “Future Plans and Use of Proceeds” in the Disclosure Documents, and will not, directly or indirectly, or in any way, use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, Affiliate, joint venture partner or other individual or entity, for the purpose of financing or facilitating any activities or business of or with any individual or entity that, at the time of such funding or facilitation, is the subject or target of sanctions imposed under the Sanctions Laws and Regulations, or operating in any country or territory that is the subject or target of any Sanctions Laws and Regulations where such operations are in violation of such Sanctions Laws and Regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations.
- 4.5 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated hereby or thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Controlling Shareholders will result in a violation (including, without limitation, by any of the Underwriters) of any of the Sanctions Laws and Regulations.
- 4.6 None of the Controlling Shareholders and their respective “affiliates” (within the meaning of Rule 501(b) of Regulation D under the Securities Act), nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Sponsor-Overall Coordinator has notified the Company that all of the Offer Shares have been sold by the Underwriters, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.
- 4.7 None of the Controlling Shareholders nor their respective “affiliates” (within the meaning of Rule 501(b) under the Securities Act), nor any person acting on behalf of any of them, (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to cause or result in, or which has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws 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, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts

XIII and XIV of the Securities and Futures Ordinance or (C) 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 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.

- 4.8 There are no legal, arbitration or governmental Actions in progress or pending or, to the best of the knowledge of the Controlling Shareholders, threatened, to which any of the Controlling Shareholders or any director of the Controlling Shareholders is a party or to which any of the properties of the Controlling Shareholders or any director of the Controlling Shareholders is subject, whether or not arising from transactions in the ordinary course of business, that would result in a Material Adverse Change or affect the power or ability of the Controlling Shareholders to perform any of their respective obligations under this Agreement and the International Underwriting Agreement, to sell any of the Offer Shares, or to consummate any of the transactions contemplated by the Prospectus or the International Offering Documents; and no event has occurred which could reasonably be expected to give rise to such Actions.

## **5 Immunity**

The Controlling Shareholders and their respective properties, assets or revenues, are not entitled to any right of immunity on the grounds of sovereignty or otherwise from any Action, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other Action for the giving of any relief or for the enforcement of any judgment.

## **6 Choice of Law and Jurisdiction**

The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the PRC and Hong Kong; the agreement by the Company to resolve any dispute by arbitration, the waiver by the Company and the Controlling Shareholders of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over the Company, as applicable; and any arbitral award obtained under this Agreement will be recognised and enforced by the courts of the PRC and Hong Kong.

## **7 Winding-Up**

Neither the Controlling Shareholders nor any person acting on their behalf has taken any action, nor have any steps been taken by any person, nor have any Actions under any Laws been started or threatened, to (A) liquidate, wind up, dissolve, make dormant or eliminate the Controlling Shareholders or the Company or (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholders or the Company or any of their respective properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Controlling Shareholders or the Company.

## **8 Certificate**

Any certificate signed by any officer of the Controlling Shareholders (in the case of Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin and Ms. Wang Na, signed by each of them) and delivered to the Appointees, the legal advisers to the Underwriters or any of them in connection with the Global Offering will be deemed to be a representation and warranty by the Controlling Shareholders, as to matters covered thereby, to the Appointees and each of them.

**9 United States Aspects**

- 9.1 None of the Controlling Shareholders nor any of their respective “affiliates” (within the meaning of Regulation D under the Securities Act) nor any person acting on behalf of any of them (A) directly or indirectly 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 engaged or will engage in any “directed selling efforts” within the meaning of Regulation S under the Securities Act with respect to the Offer Shares.

## **SCHEDULE 3**

### **CONDITIONS PRECEDENT DOCUMENTS**

#### **PART A: To be delivered before the Prospectus Date pursuant to Clause 2.1.1**

- 1 Two certified true copies of the resolutions of the board of Directors:
  - 1.1 approving and authorising this Agreement, the International Underwriting Agreement and each of the Operative Documents and such other documents as may be required to be executed by the Company pursuant to this Agreement, the International Underwriting Agreement or any 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 any allotment and issue of H Shares pursuant to it;
  - 1.3 approving and authorising the issue and distribution of the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular and the Final Offering Circular;
  - 1.4 approving and authorising the registration of the Prospectus with the Registrar of Companies in Hong Kong; and
  - 1.5 approving the Verification Notes.
- 2 Two certified true copies of each of the shareholders' resolution or decisions of the general partner, as applicable, of the Controlling Shareholders (save for Mr. Wang Zhongshan, Ms. Zhang Xiuqin, Mr. Wang Guoxin and Ms. Wang Na):
  - 2.1 approving and authorising this Agreement, the International Underwriting Agreement, and such other documents as may be required to be executed by the Controlling Shareholders pursuant to this Agreement, the International Underwriting Agreement or which are necessary or incidental to the Global Offering and the execution on behalf of the Controlling Shareholders of, and the performance by the Controlling Shareholders of their respective obligations under, each such document; and
  - 2.2 approving the Global Offering.
- 3 Two printed copies of the Prospectus (English and Chinese), duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, two certified true copy of the relevant powers of attorney.
- 4 Two certified true copies of each of the responsibility letters, powers of attorney and statements of interests duly signed by each of the Directors.
- 5 Two certified true copies of each of the contracts referred to in the section to the Prospectus headed "Appendix VII - Statutory and General Information – B. Further Information about our Business – 1. Summary of Material Contracts" (other than this Agreement) duly signed by the parties to each contract.

- 6 Two certified true copies of each of the authorisation to register the Prospectus issued by the Stock Exchange and the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
- 7 Two signed originals of the Accountants' Report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
- 8 Two originals of the Internal Control Report from the Internal Control Consultant, which report will confirm certain matters relating to the Company's internal control.
- 9 Two signed originals of the Industry Report dated the Prospectus Date from the Industry Consultant.
- 10 Two signed originals of the Property Valuation Report dated the Prospectus Date from the Property Valuer.
- 11 Two originals of the Cybersecurity and Data Protection Report and two signed originals of the opinion on cybersecurity and data protection dated the Prospectus Date from Dentons Law Offices (北京大成 ( 广州 ) 律师事务所).
- 12 Two signed originals of each of the letters dated the Prospectus Date from the Reporting Accountants to the Directors regarding the indebtedness statement contained in the Prospectus and the statement contained in the Prospectus as to the sufficiency of the Group's working capital.
- 13 Two signed originals of the report dated the Prospectus Date from the Reporting Accountants to the Directors in connection with the unaudited pro forma financial information relating to the adjusted consolidated net tangible assets, the text of which is contained in Appendix II to the Prospectus.
- 14 Two signed originals of the comfort letter dated the Prospectus Date from the Reporting Accountants to the Directors, the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator, which letter will cover the various financial disclosures contained in the Prospectus.
- 15 Two signed originals of the letter dated the Prospectus Date from the Reporting Accountants consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are respectively included.
- 16 Two signed originals of the letter dated the Prospectus Date from the Industry Consultant, consenting to the issue of the Prospectus with the inclusion of references to them and of their opinions in the form and context in which they are respectively included.
- 17 Two signed originals of the letter dated the Prospectus Date from the Property Valuer, consenting to the issue of the Prospectus with the inclusion of references to them and of their opinions in the form and context in which they are respectively included.
- 18 Two signed originals of the letter dated the Prospectus Date from the PRC Lawyer, legal advisers to the Company as to the Laws of the PRC, consenting to the issue of the Prospectus with the inclusion of references to them and of their opinions in the form and context in which they are respectively included.

- 19 Two copies of the CSRC Filings (including any amendments, supplements and/or modifications thereof) in connection with the application listing of the H Shares on the Stock Exchange and the conversion of Domestic Shares into H Shares, and two certified true copies of the notifications issued by the CSRC on confirming the completion of the filing procedures.
- 20 Two certified true copies of the opinion from Jia Yuan Law Offices, legal advisers to the Company as to the Laws of the PRC, in relation to the CSRC Filings (including any amendments, supplements and/or modifications thereof).
- 21 Two signed originals of the opinion from Jingtian & Gongcheng Attorneys at Law, legal advisers to the Underwriters as to PRC Laws, in relation to the CSRC Filings (including any amendments, supplements and/or modifications thereof).
- 22 Two signed originals of the back-to-back confirmation, signed by executive Directors and the Company, in relation to the CSRC Filings (including any amendments, supplements and/or modifications thereof).
- 23 Two certified true copies of the certificate as to the accuracy of the Chinese translation of the Prospectus given by the translator, together with two certified true copies of the certificate as to the competency of such translator.
- 24 Two signed originals of the Verification Notes (other than the supporting documents) duly signed by or on behalf of each person to whom responsibility is assigned in the notes (other than the Sponsor-Overall Coordinator and the legal advisers to the Underwriters).
- 25 Two certified true copies of the resolutions of the shareholder of the Company referred to in the section to the Prospectus headed "Appendix VII - Statutory and General Information – A. Further Information about our Company - 4. Shareholders' Resolutions".
- 26 Two certified true copies of the Receiving Bank Agreement duly signed by the parties to the agreement.
- 27 Two certified true copies of the Registrar Agreement duly signed by the parties to the agreement.
- 28 Two certified true copies of the FINI agreement between the Company and the HKSCC.
- 29 Two certified true copies of the compliance adviser agreement entered into between the Company and Rainbow Capital (HK) Limited.
- 30 Two signed originals of the memorandum on the profit forecast and the working capital forecast.
- 31 Two certified true copies of the Articles of Association.
- 32 Two certified true copies of the undertaking from the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
- 33 Two certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.
- 34 Two certified true copies of each of the following:
  - 34.1 the duly executed service contract or letter of appointment of each Director and Supervisor;
  - 34.2 the business licence of the Company;

- 34.3 the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.
- 35 Two signed originals of the legal opinion, in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator, from the PRC Lawyer and addressed to the Company in respect of the Group's properties, business and operation in the PRC.
- 36 Two signed originals of the legal opinion, in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator, from Jingtian & Gongcheng Attorneys at Law and addressed to the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in respect of the Group's properties, business and operation in the PRC.
- 37 Two signed originals of the legal opinion, in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator, from Tania Tse, legal adviser to the Company as to Hong Kong laws, and addressed to the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), concerning matters as to Hong Kong laws in respect of Hong Kong Mokingran Jewellery Group Limited.
- 38 Two copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).

**PART B: To be delivered before the Listing Date pursuant to Clause 2.1.1**

- 1 Two signed originals of the Price Determination Agreement duly signed by the parties to it.
- 2 Two certified true copies of Personal Details Form duly completed by each of the Directors and Supervisors, respectively.
- 3 Two copies of the approval from the Stock Exchange granting the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange.
- 4 Two certified true copies of the resolutions of a committee of the board of Directors approving, among other things, the Offer Price, the basis of allocation and allotment and the issue of the Offer Shares to the allottees.
- 5 Two signed originals of each of the comfort letters and bringdown comfort letters dated, respectively, the date of the International Underwriting Agreement and the Listing Date from the Reporting Accountants to the Directors, the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the other Underwriters), in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator, which letters will cover the various financial disclosures contained in each of the International Offering Documents.
- 6 Two signed originals of the bringdown comfort letter dated the Listing Date from the Reporting Accountants to the Directors, the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the other Underwriters), in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator, which letter will cover the various financial disclosures contained in the Prospectus.
- 7 Two signed originals of the legal opinion of Jia Yuan Law Office, legal advisers to the Company as to Hong Kong Laws, addressed to the Sole Sponsor and Sponsor-Overall Coordinator (for itself and on behalf of the other Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and Sponsor-Overall Coordinator.
- 8 Two signed originals of the legal opinion of Linklaters, legal advisers to the Underwriters as to Hong Kong Laws, addressed to the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the other Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator.
- 9 Two signed originals of the closing legal opinion from the PRC Lawyer, addressed to the Company and dated the Listing Date, in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator, in respect of the Group's properties, business and operation in the PRC.
- 10 Two signed originals of the closing legal opinion from Jingtian & Gongcheng Attorneys at Law, legal advisers to the Underwriters as to PRC Laws, addressed to the Sole Sponsor and the Sponsor-Overall Coordinator (for itself and on behalf of the other Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator in respect of the Group's properties, business and operation in the PRC.
- 11 Two signed originals of the bringdown legal opinions, in form and substance satisfactory to the Sole Sponsor and the Sponsor-Overall Coordinator, from Tania Tse, legal adviser to the Company as to Hong Kong laws and addressed to the Sole Sponsor and the Sponsor-

Overall Coordinator (or itself and on behalf of the Hong Kong Underwriters), concerning matters as to Hong Kong laws in respect of Hong Kong Mokingran Jewellery Group Limited.

- 12 Two signed originals of the certificate of Wang Zhongshan in his capacity as executive Director of the Company, dated the Listing Date, and in the form set out in the International Underwriting Agreement, which letter will cover, *inter alia*, the truth and accuracy as at the Listing Date of the Warranties of the Company contained in this Agreement.
- 13 Two signed originals of the certificate of each of the Controlling Shareholders, dated the Listing Date, and in the form set out in the International Underwriting Agreement, which letter will cover, *inter alia*, the truth and accuracy as at the Listing Date of Warranties of each of the Controlling Shareholders contained in this Agreement.
- 14 Two signed originals of the certificate of Zhang Libai in his capacity as chief financial officer of the Company, dated the Listing Date, and in the form set out in the International Underwriting Agreement, which certificate will cover, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Application Proof Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular that are not commented on by the Reporting Accountants in its comfort letter.
- 15 Two signed originals of the certificate of Wang Zegang in his capacity as the joint company secretary of the Company, dated the Listing Date, and in the form set out in the International Underwriting Agreement, which certificate will cover, *inter alia*, the due execution of the Hong Kong Underwriting Agreement and the International Underwriting Agreement.
- 16 Two copies of the Form F (FFD004M) submitted by the Hong Kong legal advisers to the Company for and on behalf of the Company on FINI.

## **SCHEDULE 4**

### **SET-OFF ARRANGEMENTS**

- 1 This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes or procures to be made one or more Relevant Hong Kong Public Offering Application pursuant to the provisions of Clause 5.5. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to subscribe or procure subscribers for Hong Kong Offer Shares if one or more Relevant Hong Kong Public Offering Applications duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.
- 2 In order to qualify as Relevant Hong Kong Public Offering Applications, such applications must be made online through the White Form eIPO Service or by giving electronic application instructions through the HKSCC EIPO channel in the FINI system complying in all respects with the terms set out in the section headed “How to Apply for Hong Kong Offer Shares” in the Prospectus by not later than 12:00 noon on the Acceptance Date. The Hong Kong Underwriter shall produce evidence to the satisfaction of the Sponsor-Overall Coordinator that the relevant application was made or procured to be made by such Hong Kong Underwriter.
- 3 No preferential consideration under the Hong Kong Public Offering will be given in respect of Relevant Hong Kong Public Offering Applications or Hong Kong sub-underwriters’ applications (if any).

**SCHEDULE 5  
ADVERTISING ARRANGEMENTS**

The Formal Notice is to be published on the Stock Exchange Website on the following dates:

<b>Name of Publication</b>	<b>Date of Advertisement</b>
Stock Exchange Website	21 November, 2024
Company Website	21 November, 2024

## SCHEDULE 6

### PROFESSIONAL INVESTOR TREATMENT NOTICE

#### **A. Corporate Professional Investor**

- 1 For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(a), (c) or (d) of the Securities and Futures (Professional Investor) Rules, as follows:
  - 1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the trust corporation or a trust of which it acts as a trustee (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee);
  - 1.2 a corporation having total assets of at least HK\$40 million (or its equivalent) or a portfolio of at least HK\$8 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the corporation (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the corporation;
  - 1.3 a corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons: (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within the definition under section 5(1) of the Securities and Futures (Professional Investor) Rules; (iii) a corporation that falls within this paragraph 1.3; (iv) a corporation that falls within paragraph 1.2 above; (v) a partnership that falls within paragraph 1.5 below; and (vi) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of “professional investor” in section 1 of Part 1 of SCHEDULE 1 to the SFO;
  - 1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; and
  - 1.5 a partnership with a portfolio of no less than HK\$8 million (or its equivalent) or total assets of not less than HK\$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the partnership (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the partnership.
- 2 We have categorised you as a Corporate 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 Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

3 As a consequence of your categorisation as a Corporate Professional Investor and our assessment of you as satisfying the criteria set out in paragraph 15.3A(b) of the Code (i.e. that you have the appropriate corporate structure and investment process and controls, the person(s) responsible for making investment decisions on behalf of you has/have sufficient background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement), we are not required to fulfil certain requirements under paragraphs 15.4 and 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as a Corporate Professional Investor and to dispense with the relevant requirements). 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.

3.1 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.

3.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings or risk disclosure statements in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

3.3 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.

3.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

3.5 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.

3.6 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.

3.7 Suitability

When making a recommendation or solicitation, we are not required to ensure that such recommendation or solicitation is suitable for you.

3.8 Investor characterisation/disclosure of transaction related information

We are not required to assess your knowledge of derivatives and characterise you based on your knowledge of derivatives, and we are not required to disclose transaction related information (as set out in paragraph 8.3A of the Code) to you.

3.9 Discretionary accounts

We are not required, in respect of any discretionary account, to obtain authority in writing from you prior to effecting transactions for your account without your specific authority, or to explain such authority to you or re-confirm it with you on an annual basis, or to disclose to you benefits receivable for effecting transactions for you under a discretionary account.

### 3.10 Complex products

We are not required to ensure that a transaction in a complex product is suitable for you, to provide sufficient information about a complex product to you or to provide you with warning statements.

- 4 You have the right to withdraw from being treated as a Corporate Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
- 5 If you are a Corporate Professional Investor by reason of your being a corporation that falls within paragraph 1.4 above, you confirm that the shareholders of the holding company have been informed of the corporation's status as a Corporate Professional Investor.
- 6 By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise and experience 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.
- 7 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 Corporate 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 Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
- 8 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.

## **B. Individual Professional Investor**

- 1 For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules, as follows:
  - 1.1 an individual having a portfolio of not less than HK\$8 million (or its equivalent) at the relevant date or as ascertained by any one or more of the following documents issued or submitted within 12 months before the relevant date: (i) a statement of account or a certificate issued by a custodian; (ii) a certificate issued by an auditor or a certified public accountant; or (iii) a public filing submitted by or on behalf of the individual, when any one or more of the following are taken into account: (a) a portfolio on the individual's own account, (b) a portfolio on a joint account with the individual's associate, (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate, or (d) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.
- 2 We have categorised you as an Individual 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 an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
- 3 As a consequence of your categorisation as an Individual Professional Investor, we are not required to fulfil certain requirements of the Code as set out in under paragraph 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as an Individual Professional Investor and to dispense with the relevant requirements). 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.
  - 3.1 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.
  - 3.2 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.
  - 3.3 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.
- 4 You have the right to withdraw from being treated as an Individual Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
- 5 If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other

document we may ask you to sign and no statement we may ask you to make derogates from this clause.

- 6 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 an Individual 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 an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
- 7 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.